

## Official Contest Rules (the “Rules”)

### Porter Airlines’ “Sunny Days” Contest

The “Sunny Days” Contest (the “Contest”) is conducted by Porter Airlines Inc. and Travel Solutions by Design Corp. providing services for Myrtle Beach Area CVB (the “Sponsor” or the “Sponsors”). The information you provide will only be used for the administration of this Contest and in accordance with the Sponsor privacy policy (see below).

#### 1. ELIGIBILITY:

Contest is open to all Canadian residents, excluding residents of Quebec, who at the time of entry have reached the age of majority in the province. Employees, representatives or agents (and those with whom such persons are domiciled) of the Sponsor, Porter Airlines Inc., Porter Escapes and Travel Solutions by Design Corp. providing services for Myrtle Beach Area CVB, their affiliated companies, and their respective advertising or promotional agencies are not eligible to enter.

#### 2. CONTEST PERIOD:

Entry into the Contest commences at 12:01 a.m. ET on **February 17, 2020** and closes at 11:59 p.m. ET on **March 2, 2020** (the “Entry Period”).

#### 3. HOW TO ENTER:

**NO PURCHASE NECESSARY.** To enter, go to <https://preprod-social.flyporter.com/Contest/Myrtlebeach> (the “Website”) during the Entry Period and obtain the Official Contest Entry Form (the “Entry Form”). Next, fully complete the Entry Form with all required information. Among other things, you will need to: (i) enter your first name, last name, complete mailing address (including postal code), valid email address and a valid telephone number; and (ii) signify that you have read and agree to be legally bound by the Rules. Once you have fully completed the Entry Form with all required information, follow the on-screen prompts to submit your completed Entry Form to be eligible to earn one (1) Entry (each, an “Entry” and collectively the “Entries”). To be eligible, your Entry must be submitted and received in accordance with these Rules during the Entry Period. All eligible Entries submitted and received in accordance with these Rules during the Entry Period will be entered into the random prize draw.

#### 4. ENTRY LIMIT:

Limit of one (1) entry per person. **Failure to complete all required fields on the Entry Form will result in a void entry.** Duplicate Entries are not accepted and will be disregarded. The validity of each entry submitted will be verified by the Sponsor. Any Entries received outside the Entry Period will be considered null and void. This is an individual contest.

#### 5. PRIZES:

Entrants will have a chance to win a trip to Myrtle Beach, **departing April 15, 2020 and returning April 18, 2020.** Entries completed in accordance with these Rules will be entered for a chance to win one of the prizes available to be won.

#### 6.

The prizes are as follows, each subject to the terms and conditions set out in Section 7 below:

## Official Contest Rules (the “Rules”)

One (1) prize available from any of Porter’s destinations to Myrtle Beach. Approximate value: \$3,900 CAD per prize winning.

Each prize includes:

- a. Round-trip airfare for 2 to Myrtle Beach, USA (MYR) on regularly-scheduled Porter Airlines flights [from Canada].
- b. A 3-night stay voucher for two at DoubleTree Resort by Hilton Myrtle Beach Oceanfront. Voucher valid until May 17, 2020. Blackout dates apply.
- c. 2 tickets to Ripley’s Aquarium
- d. 2 tickets to Brookgreen Gardens
- e. 2 tickets to SkyWheel Myrtle Beach
- f. 2 theatre tickets to Legends in Concert
- g. 2 theatre tickets to Carolina Opry
- h. 200 USD dining gift card or cash card to be used towards a car rental or food

\*\*We reserve the right to replace tickets with attractions/activities of equal value. **PRIZE RESTRICTIONS:**

Prize must be accepted as awarded. Air and hotel taxes, fees & surcharges are included. Changes and/or extensions are not permitted.

<b>Prize:</b>	
Approximate value: <b>\$3,900.00 CAD per prize</b>	
Includes:	
Flights	Round-trip flights for 2 to <b>Myrtle Beach (MYR)</b> on regularly-scheduled Porter Airlines flights [from Canada]
Hotel	3-night hotel accommodation at DoubleTree Resort by Hilton Myrtle Beach Oceanfront
Includes	- 2 tickets to Ripley’s Aquarium - 2 tickets to Brookgreen Gardens - 2 tickets to SkyWheel Myrtle Beach - 2 theatre tickets to Legends in Concert - 2 theatre tickets to Carolina Opry - 200 USD dining gift card or cash card to be used towards a car rental or food
Travel Period	<b>Departs April 15, 2020, and Returns April 18, 2020</b>
Excludes:	
	Transfers, meals other than where specified, alcohol.

All promotional flights and packages are non-commissionable.

Prize Winners and designated travel companions are responsible for all expenses other than those mentioned for the prizes, including but not limited to ground transportation to and from gateway airports, meals, accommodation, telephone, fax or cable charges, merchandise, souvenirs, travel insurance, travel documentation, hotel incidentals and all other personal expenses of any kind. The Sponsor is not responsible for any delay, postponement, suspension, rescheduling or cancellation, for any reason, of any prize. Winners and their guests will not be compensated in the event of such delay, cancellation or other event described herein.

Flight elements of the prizes are governed by laws, regulations, international conventions, Porter’s tariffs and conditions of carriage. Other restrictions may apply.

## Official Contest Rules (the “Rules”)

All prizes must be taken as offered and are neither transferable nor redeemable for cash, credit or alternative prizes, except in the Sponsor’s sole discretion. Prizes cannot be sold and in the event that it is sold, the prize will be void. The Sponsor reserves the right to substitute any prize with a prize of equal or greater value. No credit or reimbursement will be provided if a prize is not taken. The prize cannot be combined with any other promotional offer or offers provided by the Sponsor. Winners and guests of winners must be legal to travel within/into Canada and the United States, as applicable, and have all necessary travel documents, including a valid passport, if applicable. All prizes are ineligible to earn VIPorter points or other Frequent Traveller points/mileage.

### ○ WINNER SELECTION AND NOTIFICATION:

#### Winner Selection

One (1) potential winner will be randomly selected from eligible entries received during the Entry Period on **March 3, 2020** at approximately **12:00 noon (ET)** in Toronto, Ontario. Odds of winning a prize depend on the number of eligible entries received during the Entry Period.

#### Prize Winner Notification

The potential winners will be contacted after **12:00 noon (ET) on March 4, 2020** via email or phone (at the coordinates provided on the Entry Form) to notify and provide a winner’s declaration form that includes a mathematical skill-testing question. In order to be awarded a prize, potential winners must correctly answer the mathematical skill-testing question without electronic, mechanical or any other kind of assistance. Potential winners must also complete and sign a Declaration and Release Form confirming compliance with the Rules, acceptance of the prize as awarded, without substitution, and releasing the Sponsor, Porter Airlines Inc. and Porter Escapes, its affiliated and related companies, advertising and promotional agencies, and their respective shareholders, directors, officers, employees, agents, representatives, successors and assigns (collectively, the "Releasees") from any liability in connection with any prize or this Contest. Each potential winner will have until **March 10, 2020 at 12:00pm (ET)** to email a scanned copy of their signed form to **marketing@flyporter.com**. If a potential winner fails to return a signed form by this deadline or fails to correctly answer the skill-testing question, that potential winner will be disqualified from the draw and an alternate potential winner will be randomly selected.

No correspondence will be undertaken except with the selected Eligible Participants whose Eligible Entry was drawn. The Sponsor or its designated representative will make a minimum of three (3) attempts to contact each eligible winner within five (5) business days of the Selection Date. If an eligible winner cannot be contacted as outlined above, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the applicable prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries submitted and received in accordance with these Rules.

Prize winners must also arrange for the signature and return of a Declaration and Release Form by their guest/travel companion before **March 17, 2020**. If the winner's guest is a minor, such person must have consent from their parent or legal guardian who must sign the Declaration and Release Form on the minor's behalf. Such Declaration and Release Forms must be signed and returned to the Sponsor, failing which the winner will forfeit the prize and the Sponsor may draw an alternate winner. No changes to travel dates or passenger names are permitted once a booking has been confirmed for the prize. Each prize winner and his/her guest must travel on the same itinerary for both the outbound and inbound portions of the prize flight.

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### ○ GENERAL CONDITIONS:

The Sponsor reserves the right in its sole discretion, to disqualify any individual they find to be tampering with the entry process or the operation of the Contest, or to be using automated methods to attempt to receive additional entries into the Contest, or to be acting in violation of these Rules or with intent to annoy, abuse, threaten or harass any other person or to be acting in an otherwise disruptive manner. All decisions of the Sponsor are final and binding. The Releases i) make no warranty, guaranty or representation of any kind concerning the prizes, ii) except where prohibited by law, disclaim any implied warranty, and iii) are not liable for injury, loss, or damage of any kind resulting from the acceptance or use or misuse of a prize, travel related thereto or from, or entrants participation in the Contest. The Contest will run in accordance with these Rules, subject to amendment by the Sponsor.

All entries become the property of the Sponsor. In the event of a dispute regarding who submitted an entry, the entrant shall be determined by the Sponsor in a manner deemed fair and equitable by the Sponsor, in its discretion. Sponsor is not responsible for lost, late, stolen, incomplete, altered, or misdirected entries, for failed, partial or garbled computer transmissions, or for technical failures of any kind, including, but not limited to electronic malfunctioning of any network, hardware, or software, for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any email or entry to be received by the Sponsor whether or not due to the fault of the foregoing or of any other person, or whether due to computer mishaps, technical problems or traffic congestion on the Internet or at any website, or any combination thereof including any injury or damage to an entrant’s or any other person’s computer related to or resulting from playing or downloading any material in the Contest. Proof of sending will not be deemed to be proof of receipt. Any attempt to undermine the legitimate operation of the Contest is a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. The Sponsor is not responsible for injury or damage to online participants’ or any other person’s computer related to or resulting from participation in the Contest. If, for any reason whatsoever, any part of the Contest is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures or other causes which in the sole opinion of the Sponsor, could corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, the Sponsor reserves the right, at its sole discretion to cancel, terminate, modify or suspend the Contest and to select a winner from eligible entries received prior to the action taken or in some other manner that the Sponsor deems fair and equitable. The Sponsor is not responsible for typographical or other errors in the offer or administration of the Contest, including but not limited to, errors in advertising, the Rules, the selection and announcement of winner(s), or the distribution of prizes. The Sponsor will use your personal information for the purposes of conducting the Contest in accordance with Sponsor’s Privacy Policy, located at [www.flyporter.com](http://www.flyporter.com), and applicable law. Sponsor may also use or disclose your personal information for those other purposes for which you have provided your consent. By entering the Contest, entrants release and hold harmless the Contest Sponsor, Porter Airlines Inc., an Ontario corporation, its advertising and promotional agencies, their affiliates and respective directors, officers, owners, partners, employees, agents, dealers, representatives, successors and assigns (collectively the “Releases”) from any liability in connection with the Contest or, if declared a winner, of the prize. Before being declared a winner, each winner will be required to sign and return, within a stipulated period of time, a Declaration of Compliance with the Contest Rules and a full Liability and Publicity Release. By accepting a prize, winner consents to the use of their name, place of residence, voice, statements, and photographs or other likenesses for publicity, advertising or informational purposes in any medium or format.

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- **INTELLECTUAL PROPERTY:**

All intellectual property, including, without limitation, all trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned or licensed by the Sponsor and/or its affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.