

# **Exodus Travels GoByBike**

## **Fall 2022 Contest**

### **OFFICIAL RULES**

#### **Entry:**

**NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. The “Exodus Travels Go By Bike Sweepstakes” starts at 12:00 am Eastern Time (“ET”) on October 3<sup>rd</sup>, 2022, and ends at 11:59 pm on October 23<sup>rd</sup>, 2022 (“The Promotion Period”). To be eligible to enter you must be a legal resident of Canada (excluding Quebec), at least 19 years of age or older as of October 23<sup>rd</sup>, 2022. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES.**

**VOID IN QUEBEC AND WHERE PROHIBITED BY LAW.** Exempt are employees, partners, associates, and representatives of Exodus Travels Ltd. (“The Sponsor”), its respective affiliates (including without limitation its parent, sister and subsidiary companies, partnerships, and other commercial entities), their advertising and promotion agencies, and any other person directly connected with the production and distribution of or the supply of goods or services in connection with this Contest, their respective owners, directors, officers, employees, and agents (collectively, with the Sponsor, hereinafter referred to as the “Released Parties”) and their respective immediate families (mother, father, sister, brother, child, husband or wife, and their respective spouses, regardless of where they reside), and those living in the same household of any such individuals, whether or not legally related.

#### **Grand Prize:**

One (1) non-transferable grand prize, comprising of Exodus’ Self-guided Cycling in Tuscany <https://www.exodustravels.com/ca/italy-holidays/cycling/cycling-tuscany-pisa-florence/c07pf> for 2 people, one winner with guest as selected by the Winner with the Sponsor’s sole discretion, guide, transfers, lunches, breakfasts and dinners included as stated per each day as in the tour itinerary featuring double occupancy standard hotel room with an approximate retail value, based upon high season pricing (“ARV”) of up to approximately \$4,350 CAD total will be awarded. The Sponsor reserves the right to substitute the prize with a prize of comparable value if necessary. The Winner must claim their prize no later than October 30th, 2022; Tour must be booked with Exodus Travels by December 31st, 2022, and all travel must be completed no later than December 31, 2023. If the winner is unable to travel by the date indicated, the prize will be forfeited. Other conditions may apply. TRAVEL INSURANCE IS NOT INCLUDED AS PART OF THE PRIZE. Fees, international airfare and all other items not stated herein are the sole responsibility of the winner. Prize cannot be exchanged for cash. Winner and guest, as applicable, must have all necessary identification and/or travel documents (e.g., a valid Canadian or U.S. passport and visas when applicable) required for travel. Departure and airport taxes and customs/agriculture fees are not included and are also your responsibility.

#### **Grand Prize Restrictions:**

Any difference between stated approximate retail value and actual value of grand prize will not be awarded. No transfer, conversion to cash or cash redemption or substitution of the prize is permitted; except the Sponsor reserves the right to substitute the prize with a prize of comparable or greater value should the Winner’s selected tour become unavailable. All prize details are at the sole discretion of the Sponsor. The winner agrees to accept the prize “as is”, and entrants hereby acknowledge that the Sponsor has neither made nor is in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the prize, including express warranties (if any) provided exclusively by a prize supplier that are sent along with the prize. Any valuation of the prize(s) stated above is based on available information provided to the Sponsor and the value of any prize awarded to a winner may be reported for tax purposes as required by law. The winner will be solely responsible for

reporting and payment of any and all applicable federal, provincial and/or local taxes associated with the acceptance and use of any awarded prize. Actual value of trip may vary based on point of departure and airfare fluctuations. All prize details not specified in the Official Rules will be determined in Sponsor's sole and absolute discretion. Certain restrictions and blackout dates may apply. Selection of hotels are solely within Sponsor's discretion. International Airfare, Gratuities, luggage fees, incidental hotel charges and any other travel-related expenses not specified herein are the sole responsibility of winner. Exact travel dates and arrangements subject to availability. If there is a guest: Winner and travel guest must travel on same itinerary. A minor may accompany winner as a travel guest only at the Sponsor's sole discretion and only if the winner is the minor's parent or legal guardian. Minors must be accompanied at all times during trip (including, but not limited to, hotel stay and all prize-related events) Once travel guests are selected, they may not be substituted, except in Sponsor's sole and absolute discretion. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any grand prize-related services or accommodations. Additional prize award details and travel information to be provided to the grand prize winner at the time of notification. Grand prize winner and guest are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Lost, stolen or damaged travel vouchers or certificates will not be replaced or exchanged.

By entering into this Contest, each entrant agrees to release, discharge, and forever hold harmless the Released Parties and their shareholders, officers and directors from any and all claims, actions, damages, demands, manner of actions, causes of action, suits, debts, duties, accounts, bonds, covenants, warranties, indemnities, claims over, contracts and liabilities of whatever nature or kind arising out of, or in connection with, the entrant's participation or attempted participation in this Contest, compliance or non-compliance with these Official Rules and the delivery, non-delivery, acceptance, use, misuse or non-use of the prize or any travel related thereto and, if selected as a potential winner, to sign and deliver the Request for Information and Waiver form or Affidavit before receiving his/her prize.

Each entrant grants the Sponsor, and their respective designees a perpetual, worldwide, royalty-free license to use, broadcast, publish and otherwise use the entrant's name, statements regarding this Contest, image, photograph, video, voice and/or likeness for advertising, promotional and/or any other purpose in any and all media now or hereafter devised worldwide in perpetuity without additional compensation, notification or permission, unless prohibited by law.

**HOW TO ENTER:** Qualified GoByBike participants who have logged kilometers for at least one bicycle trip during GoByBike Week can enter by visiting <https://www.exodustravels.com/ca/GoByBike-fall> the (Web Site") during the Promotion Period and completely fill out all the required fields on the entry form, including first and last name, complete home mailing address (no P.O. Boxes), date of birth and e-mail address. Then submit your entry form to the Web Site (the "Entry" or "Entries")." **Contest starts at 12:00 am Eastern Time ("ET") on October 3<sup>rd</sup>, 2022 and ends at 11:59 pm on October 23<sup>rd</sup>, 2022.** Limit one (1) Entry per person per e-mail address throughout the Promotion Period. Entries by the same person in excess of the limits stated herein will be disqualified. Entries submitted to the Web Site will be deemed to have been submitted by the authorized account holder of the e-mail address submitted at the time of the entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

**3. RANDOM DRAWING; ODDS OF WINNING:** Sponsor will randomly select the winner(s) from among all eligible entries received on October 23rd, 2022. Only “Qualified Bike to Work Participants” as defined above in “HOW TO ENTER” will be eligible to be randomly selected. Odds of winning depend on the total number of eligible entries received.

**WINNERS’ LIST:**

Winner will be announced publicly once they have accepted the prize after October 30th, 2022.

**BY ACCEPTING THE GRAND PRIZE, THE WINNER ACCEPTS THE INHERENTLY DANGEROUS NATURE AND RISK OF THE TOUR, INCLUDING PERSONAL INJURY AND/OR DEATH, ACKNOWLEDGES THAT HIS/HER PARTICIPATION IN THE PRIZE TRIP IS VOLUNTARY, ACKNOWLEDGES THAT THERE ARE NATURAL FACTORS AND OCCURRENCES WHICH MAY IMPACT ON OR AFFECT THE SAFETY OF THE ACTIVITIES HE/SHE IS PARTICIPATING IN AND HE/SHE ASSUMES THE RISK OF SUCH FACTORS AND OCCURRENCES AND AGREES THAT THE RELEASED PARTIES SHALL NOT BE IN ANY WAY RESPONSIBLE FOR ANY RESULTING INJURY AND/OR DEATH.**