

"AIR TRANSAT SURVEY" CONTEST

CONTEST RULES (the "Rules")

The "*Air Transat Survey*" contest (the "**Contest**") is organized by Consumerscan International Ltd. (the "**Organizer**") on behalf of Transat Tours Canada Inc., a company which includes tour operators Transat Holidays and Nolitours as well as the business activities of Air Transat ("**TTC**"). The Contest begins August 1st, 2011 at 10:00 a.m., Vancouver time (the "**Contest Opening Date**"), and ends July 31st, 2012, at 11:59 p.m., Vancouver time (the "**Contest Closing Date**").

1. ELIGIBILITY

The Contest is open to all residents of Canada that have reached the age of majority in their province or territory of residence by the Contest Opening Date, except for employees, agents and representatives of TTC and the Organizer, their subsidiaries, their affiliated companies, their advertising or promotion agencies, their providers of material, prizes and services related to this Contest and any stakeholders directly related to the holding of the Contest, as well as all the members of their immediate family, father, mother, brothers, sisters and children, their legal or defacto spouse and anyone with whom these employees, representatives and agents reside.

2. HOW TO ENTER

2.1 No purchase necessary

- 2.1.1 To enter the Contest, the contestant (the "**Contestant**") must complete the survey distributed on board Air Transat planes on Club flights (the "**Survey**") and return it to a flight attendant before disembarkment of the plane after having filled in the compulsory fields: (i) last name; (ii) first name; (iii) telephone number; (iv) email address and questions of the Survey, before the Contest Closing Date, to be entered automatically.
- 2.1.2 Surveys will be distributed on Air Transat planes from August 1st, 2011 until July 31st, 2012, on a certain number of selected flights. This Contest may be extended if the Survey is distributed on the planes for a longer period of time. In such a case, a new publicity contest notice will be sent to the Régie des alcools, des courses, et des jeux and the applicable fees will be paid.
- 2.2 The Contestant who has completed the Survey is eligible for the Prize draw, which will be held on August 30th, 2012 as set forth hereinafter. Limit of one (1) Contest entry per person during the Contest period, which is between the Opening Date and the Closing Date.

3. PRIZES

One (1) prize (the "**Prize**") will be awarded. The winning Contestant shall receive two (2) return airplane tickets (economy class) which can be used to travel to any European or Florida destination of the winner's choice served by Air Transat. The approximative value of the Prize is \$1,000.00. Taxes, personal expenses, insurance, accommodation and meals are not included in the Prize and are at the winner and his travel companion's sole charge.

4. CONDITIONS ATTACHED TO THE PRIZE

- 4.1 The Prize must be used for a trip completed within twelve (12) months of the date indicated in the prize confirmation letter which will be sent to the winner and is based on the availability of Air Transat flights. No extension of the validity period will be granted. Some dates are excluded, including, without limitation, Easter, Spring break, Christmas holidays, New Year's Day and the construction holidays (Quebec only). The Contestant and his travelling companion must travel together both ways.
- 4.2 Reservations are subject to the availability of Air Transat at the time of the reservation. The terms and conditions in force at Air Transat are applicable.
- 4.3 The selected Contestant shall comply with the Contest validity dates and accept the alternatives proposed by TTC and/or the Organizer, if this proves necessary. No extension will be permitted. TTC and/or the Organizer reserves the right to offer a comparable prize in the case of circumstances beyond their control.
- 4.4 TTC and/or the Organizer shall assume no responsibility of any nature whatsoever for any postponement, delay or cancellation of the flight or any other component of the packages or of any other transportation that is part of the Prize for any reason whatsoever, including, but not limited to, weather conditions or equipment breakdown or failure. In the event that the Prize is not accepted in accordance with the conditions attached thereto, the Prize shall be deemed forfeited or non-available.
- 4.5 Reservations and arrangements for the Prize must be made by a travel agent (through TTC) and will be subject to availability.
- 4.6 The Prize offered must be accepted as awarded and is not exchangeable, refundable, transferable or convertible into cash.

5. DRAW

- 5.1 One (1) random draw will be held from all eligible Surveys received at the Contest Closing Date. The draw shall be on August 30th, 2012 at 2 p.m., Vancouver time, at the office of the Organizer, located at Suite # 310 – 1681 Chestnut Street, Vancouver, BC, V6J 4M6. Chances of winning the Prize will depend on the total number of eligible Surveys received.

6. PRIZE CLAIM

- 6.1 In order to be declared a winner, the selected Contestant must:
 - 6.1.1 Fill in the Survey and complete and answer all the compulsory fields;
 - 6.1.2 Be reached by telephone or email by the Organizer of the Contest within fifteen (15) days after the draw and correctly answer the mathematical skill-testing question that will be asked. If it is impossible to reach the selected Contestant by telephone or email within fifteen (15) days after the draw, all rights to the Prize will be forfeited and another entry will be drawn. If it is impossible to reach the second selected Contestant by telephone or email within fifteen (15) days of the draw of the second entry, the Prize will be forfeited;
 - 6.1.3 Complete and sign the declaration and waiver form (the "**Declaration Form**") which will be transmitted by the Agency and must be returned to the Organizer of the Contest within ten (10) business days of receipt.

- 6.2 The winner will be named within thirty (30) days following the draw date for the Prize.
- 6.3 In default of observing any of the conditions mentioned above or any other conditions stipulated in these Rules, the selected Contestant will be disqualified and the Prize that would have been awarded will be forfeited. Within the days following receipt of the duly completed Declaration Form, the Organizer of the Contest will contact the winner to inform him/her of how to claim the Prize.

7. GENERAL CONDITIONS

- 7.1 The Contest Organizer reserves the right to disqualify a Contestant or cancel his/her entry if he/she enters or attempts to enter this Contest in a manner that does not comply with these Rules. This Contestant may be turned over to the appropriate judicial authorities. Any decision of the Contest Organizer regarding this aspect of the Contest is final.
- 7.2 By entering this Contest, the selected Contestant and his/her travelling companion agree, without receiving any additional compensation, to the use of their name, address, city, province, voice, comments, photographs and/or other likeness for advertising and promotional purposes by TTC.
- 7.3 By participating, the Contestant consents to having his or her personal information collected, used and divulged by TTC and/or the Organizer for the purposes of properly administering the Contest, contacting a winning participant for the purpose of delivering a prize and/or conducting research on marketing, advertising and sales efforts of TTC and its affiliates. The participant also authorizes TTC and its affiliates to, from time to time, use the personal information provided in the Contest entry form and/or forward it to service providers specializing in data processing to contact participants directly regarding products and services, including travel specials, travel information and personalized special offers provided by TTC and its affiliates. All Contestants must indicate whether or not they consent to this latter use of personal information provided in the Contest entry form by marking the appropriate box indicated on the Contest entry form. For further information about the Organizer's and TTC's use of personal information please consult TTC's Policy regarding the Protection of Personal Information and the Right to Privacy available in the "Privacy" section on www.airtransat.ca.
- 7.4 This Contest is subject to the federal, provincial and municipal laws, regulations and by-laws.
- 7.5 Any Surveys that are incomplete, received after the Contest Closing Date, lost, irregular in any way or sent by an unauthorized method shall be deemed null and void and will not be accepted for the draw.
- 7.6 The Contest is administered by the Organizer. TTC and / or the Organizer assumes no responsibility for Surveys that are received after the Contest Closing Date, lost, stolen, misdirected, illegible, incomplete, falsified, altered or destroyed, and such Surveys shall be deemed null and void. TTC and / or the Organizer assumes no responsibility for any error, omission, interruption, loss or fault relating to operation or transmission, failure of communication lines, loss or destruction or prohibited access to or modification of the Surveys. TTC and / or the Organizer is not responsible for any injuries or damages that may result from the holding of the Contest. All Surveys become the property of TTC and will not be returned to the Contestants. TTC reserves the right to destroy all the documents pertaining to the Contest once the retention period as required by law has expired. TTC reserves the right, at their sole discretion, to cancel, modify or postpone the Contest at any time, without prior notice, if any factor prevents the holding of the Contest pursuant to these Rules or in accordance with any law, regulation, by-law or policy of any entity having jurisdiction over TTC and / or the Organizer.
- 7.7 By entering the Contest, the Contestant acknowledges having read and understood these Rules and agrees to be bound by them and to comply with them. The Contestant declares that the Rules are understandable and reasonably available for consultation.

- 7.8 The winner's name may be obtained by writing to Consumerscan International Ltd. to the attention of Hannah Chang, #310 – 1681 Chestnut Street, Vancouver, BC, V6J 4M6.
- 7.9 Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux (the "Régie") for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.