

LET HAWAI'I HAPPEN CONTEST RULES

THE LET HAWAI'I HAPPEN CONTEST (THE “**CONTEST**”) WILL BE CONDUCTED IN CANADA ONLY (EXCLUDING QUÉBEC) AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. PARTICIPANTS MUST BE OF THE AGE OF MAJORITY IN THEIR PROVINCE OR TERRITORY OF RESIDENCE OR OLDER AT THE TIME OF ENTRY. VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE “**CONTEST RULES**”).

1. ELIGIBILITY.

1.1 To be eligible for this Contest, an individual must:

- a. be a legal resident of Canada (excluding the province of Québec);
- b. be of the age of majority in his/her province or territory of residence or older at the time of entry; and
- c. if selected as Winner (as defined in Section 4.1 below) be legally able to travel to the United States of America and have any and all necessary documentation that may be required for presentation to Canadian and/or International customs and airport personnel.

1.2 The following people are not eligible to enter the Contest:

- a. Employees of History Television Inc., its parent, affiliates, subsidiaries, related companies, successors and assigns (collectively “**Corus**”);
- b. Employees of Hawai'i Tourism Canada, its affiliates, subsidiaries, related companies, successors and assigns (collectively, “**Hawai'i Tourism**” together with Corus, the “**Sponsors**”);
- c. Employees of WestJet, an Alberta Partnership, WestJet Vacations Inc., its affiliates, subsidiaries, related companies, successors and assigns, advertising and promotional agencies (collectively, the “**Prize Supplier**”);
- d. Employees of VoX International Inc., its affiliates, subsidiaries, related companies, successors and assigns, advertising and promotional agencies;
- e. Any person who has been confirmed as a winner of two (2) Corus administered contests within six (6) months preceding the Contest start date indicated below; and
- f. The household members of any of the parties listed in Section (a) to (e) above.

1.3 The Sponsors shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsors for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply information that does not meet these requirements.

2. **CONTEST PERIOD.** The Contest begins at 9:00 a.m. Eastern Standard Time (“**EST**”) on November 21, 2018 and ends at 11:59 p.m. EST on December 16, 2018 (the "**Contest Period**") after which time the Contest will be closed and no further entries shall be accepted.

3. **HOW TO ENTER.**

3.1 There is no purchase necessary to enter the Contest. To enter online, complete and submit the entry form located at <http://www.history.ca/hawaii> (the “**Contest Website**”). No entries will be accepted by any other means.

3.2 Limit of one (1) entry per person during the Contest Period. In the case of multiple entries, only the first eligible entry will be considered.

3.3 All entries, become the sole property of the Sponsors and will not be returned for any reason. Entries must be received no later than the end of the Contest Period. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. Unless otherwise set out herein, no communication or correspondence will be exchanged with entrants except with those selected as a potential winner.

3.4 Entries received online shall be deemed to be submitted by the authorized account holder of the e-mail address associated with the entry. For the purpose of the Contest Rules, “authorized account holder” of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Any entrant may be required to provide the Sponsors with proof that they are the authorized account holder of the e-mail address associated with their entry.

4. **PRIZE.**

4.1 There is one (1) prize (the “**Prize**”) available to be won by the Prize winner (“**Winner**”) consisting of a trip for two (2) to Kahului, Maui, Hawai’i (the “**Destination**”) which shall include:

a. Round-trip economy airfare for the Winner and his/her guest (the “**Guest**”) leaving together from the same gateway, on the same itinerary, from a WestJet gateway, at a major Canadian airport located near the Winner’s home, as determined by the Prize Supplier in their sole discretion, with regularly scheduled, marketed and operated service to the Destination; and

b. Seven (7) nights hotel accommodation at the Kā’anapali Beach Hotel or such other venue to be selected by the Sponsors in their sole discretion for the Winner and Guest based on double occupancy unless otherwise indicated.

4.2 The Prize has an approximate value of six thousand Canadian dollars (CDN \$6,000.00). Actual value of Prize will depend on departure city.

4.3 Winner is not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.

4.4 The Sponsors and/or the Sponsors’ representatives will contact the Winner to coordinate the provision of the Prize within thirty (30) days once such Winner has been successfully contacted and notified of his/her Prize and fulfilled the requirements set out herein.

5. PRIZE CONDITIONS.

- 5.1 Travel is valid until November 30, 2019. Prize is not valid for any flights departing after such date and extensions to the expiry date are not permitted. Seats are subject to availability and only in regular economy class. Prize is not eligible for any upgrades such as, but not limited to; Business Class and or Premium economy. Fees and surcharges are not included and must be paid for at the time of booking. Travel is not permitted during blackout periods and peak travel dates such as, but not limited to all Canadian and U.S Statutory Holidays (i.e. all long weekends) and airline blackout periods (such as, but not limited to; Easter, spring break and Christmas break). Winner and Guest must travel on the same itinerary in both directions. Winner and Guest are responsible for transportation to and from the gateway airport and all other expenses not stated as included herein (as described in Section 5.4). Changes to flights and or passenger names are not accepted once the booking has been confirmed. Prize is not valid for redemption on WestJet Vacations' packages, Link, or WestJet's charter, alliance or code share partners.
- 5.2 Regarding the hotel, all bookings and/or reservations are subject to availability at time of booking and travel cannot be booked more than ninety (90) days prior to the date of departure. Blackout dates apply (subject to change), including, but not limited to all Canadian and U.S. Statutory Holidays (i.e. all long weekends), as well as January 1- February 28, 2019. All confirmed reservations are final.
- 5.3 Should Winner and/or Guest be unable to travel and participate on the dates and times designated by the Sponsors, the Prize will be forfeited and awarded to an alternate winner.
- 5.4 Winner and Guest will be responsible for any other expenses not explicitly included in the Prize including but not limited to, transportation to and from the Destination airport, travel and medical insurance, travel documentation, airport improvement fees, bag check fees, taxes, 24-hour seat selection fees, gratuities, telephone calls, attractions, merchandise, souvenirs, personal expenses and in-room charges. Winner may be required to present a valid major credit card upon check-in at the hotel to cover any expenses over and above the standard room charge.
- 5.5 In the event that the Winner and his/her Guest reside in a city that requires transportation to a WestJet gateway departure city, the costs associated with such transportation are the Winner's and his/her Guest entire responsibility.
- 5.6 Guest must: (i) be of the age of majority or older in their province or territory of residence; and (ii) be legally able to travel to the Destination and have any and all necessary documentation as may be required for presentation to Canadian and/or International customs and airport personnel.
- 5.7 Prize must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsors. Any unused, unclaimed or declined portion of the Prize will be forfeited, have no cash value and the Sponsors shall have no obligation to provide either an alternative or value-in-kind. The Sponsors together reserve the right, in their sole discretion, to substitute a prize of equal or greater value if the Prize (or any portion thereof) cannot be awarded for any reason.
- 5.8 The Sponsors shall not assume any liability for lost, damaged or misdirected Prizes.

6. WINNER SELECTION.

6.1 One (1) Winner shall be selected as follows:

- a. On or about December 17, 2018 in Toronto, Ontario, one (1) entrant will be selected by a random draw from all eligible entries received during the Contest Period. The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Sponsors. Before being declared a Winner, the selected entrant shall be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited, mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail, to comply with the Contest Rules and to sign and return the Release (described below).
- b. THE SELECTED ENTRANT WILL BE NOTIFIED BY TELEPHONE NO LATER THAN DECEMBER 19, 2018 AND MUST RESPOND WITHIN FIVE (5) BUSINESS DAYS OF NOTIFICATION. Upon notification, the selected entrant must respond by telephone or e-mail (as specified in the notification) to the contact number or e-mail address provided no later than the indicated deadline set out in the Contest Rules and/or the notification. If the selected entrant does not respond accordingly, he/she will be disqualified and will not receive the Prize and another entrant may be selected in the Sponsors' sole discretion until such time as an entrant satisfies the terms set out herein. The Sponsors are not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsors to receive a selected entrant's response.
- c. If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible Prize claimants after the Contest's closing date to award the correct number of Prizes.

7. **RELEASE.** Potential Winner and Guest will be required to execute a legal agreement and release (“**Release**”) that confirms potential Winner's and Guest's': (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of each of the Sponsors, Prize Supplier and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the “**Releasees**”) from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant to the Sponsors of the unrestricted right, in the Sponsors' collective or individual discretion, to produce, reproduce, display, publish, convert, post, serve, broadcast, exhibit, distribute, adapt and otherwise use or re-use the Winner's and Guest's name, statements, image, likeness, voice and biography, in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof. The executed Release must be returned within two (2) business days of the date indicated on the accompanying letter of notification or the verification as a Winner or the selected entrant will be disqualified and the Prize forfeited.

8. **INDEMNIFICATION BY ENTRANT.** By entering the Contest, each entrant releases, indemnifies and holds Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole

or in part, directly or indirectly, from (a) their participation in the Contest or any Contest-related activity; (b) the acceptance, use, or misuse of any Prize; or (c) any breach of the Contest Rules. Each entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the entrant's participation in the Contest, without limitation.

9. LIMITATION OF LIABILITY. The Sponsors and Prize Supplier assume no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Sponsors and Prize Supplier are not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. The Sponsors and Prize Supplier assume no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsors and Prize Supplier, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest and/or the Contest Website.

10. CONDUCT. By participating in the Contest, each entrant is deemed to have executed and agrees to be bound by the Contest Rules, which will be posted at the Contest Website and made available throughout the Contest Period. Each entrant further agrees to be bound by the decisions of the Sponsors, which shall be final and binding in all respects. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest and/or the Contest Website or any related promotional website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any Corus property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass the Sponsors, Prize Supplier or any other person. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.** Winner and Guest must at all times behave appropriately when taking part in the Prize and comply with the Contest Rules and any other rules or regulations in force at the hotel and/or any other Prize-related locations. The Sponsors and Prize Supplier reserve the right to remove from the hotel and/or any other Prize-related locations, any Winner and/or Guest who breaks such rules and/or fails to behave appropriately and to disqualify such Winner and/or Guest. Any disqualified Winner and/or Guest will forfeit any un-awarded elements of the Prize.

11. PRIVACY / USE OF PERSONAL INFORMATION.

11.1 By participating in the Contest, each entrant: (i) grants to the Sponsors the right to use his/her name, city, province, age of majority confirmation, telephone number and e-mail address (collectively the "**Personal Information**") for the purpose of administering the Contest, including but not limited to contacting and announcing the Winner and coordinating the provision of the Prize; (ii) grants to the Sponsors the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (iii) acknowledges that the Sponsors may disclose his/her Personal Information to third-party agents and service providers of any of the Sponsors in connection with any of the activities listed in (i) and (ii) above.

11.2 By opting-in you consent to Corus' disclosure of your Personal Information to:

- a. Hawai'i Tourism so that you may be contacted to receive e-newsletters regarding information on the Hawaiian Islands and promotions from Hawai'i Tourism Canada. Hawai'i Tourism will use the entrant's Personal Information only for identified purposes, and protect the entrant's Personal Information in a manner that is consistent with Hawai'i Tourism's Privacy Policy at: <https://www.gohawaii.com/privacy-policy/>; and/or
- b. Kā'anapali Beach Hotel so that you may be contacted to receive special offers and other information. Kā'anapali Beach Hotel will use the entrant's Personal Information only for identified purposes, and protect the entrant's Personal Information in a manner that is consistent with Kā'anapali Beach Hotel's Privacy Policy at: <https://www.kbhmaui.com/privacy-policy>.

11.3 Corus will use the entrant's Personal Information only for identified purposes, and protect the entrant's Personal Information in a manner that is consistent with Corus' Privacy Policy at: <http://www.corusent.com/privacy-policy/>.

12. **INTELLECTUAL PROPERTY.** All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsors and/or their 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.
13. **TERMINATION.** The Sponsors reserve the right, in their sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.
14. **LAW.** These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsors. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsors in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.
15. **DISCREPANCY.** In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.
16. **SOCIAL MEDIA.** This Contest is in no way sponsored, endorsed or administered by any social media platforms on which the Contest may have been promoted and/or publicized. Any questions, comments or complaints regarding the Contest must be directed to Corus.

Schedule "A"

I: Entrant Information:

The Entrant Information collected shall consist of the following information:

- E-mail address
- First Name
- Last Name
- Age Range
- City
- Province
- Phone Number

II: Use of Entrant Information

Unless otherwise permitted hereunder and only where Entrants have "opted-in" for such uses, Entrant Information may be used solely for the following purposes:

- 1. Hawai'i Tourism's Permitted Use:** Hawai'i Tourism may use Entrant Information to contact Entrant to receive e-newsletters regarding information on the Hawaiian Islands and promotions from Hawai'i Tourism Canada.
- 2. Kā'anapali Beach Hotel's Permitted Use:** Kā'anapali Beach Hotel may use Entrant Information to contact Entrant to receive special offers and other information.