

## **FALL IN LOVE WITH THE MOUNTAINS IG CONTEST**

**THIS CONTEST IS ONLY OPEN TO CANADIAN RESIDENTS (EXCLUDING QUEBEC) AND RESIDENTS OF THE UNITED STATES OF AMERICA (EXCLUDING PUERTO RICO) AND IS GOVERNED BY CANADIAN LAW AND THE LAWS OF THE PROVINCE OF ALBERTA AND THE PROVINCE OF BRITISH COLUMBIA.**

NO PURCHASE NECESSARY. SEE BELOW FOR FULL CONTEST DETAILS. PARTICIPATION IN THIS CONTEST CONSTITUTES YOUR FULL AND UNCONDITIONAL ACCEPTANCE OF, AND AGREEMENT TO BE LEGALLY BOUND BY, THESE CONTEST RULES (THE “CONTEST RULES”)

### **CONTEST PERIOD**

- 1) The Contest begins on September 17<sup>th</sup>, 2018 at 9:00 a.m. Mountain Time (“MST”) and ends on September 20<sup>th</sup>, 2018 at 11:59 p.m. MST (the “Contest Period”). All entries must be received prior to the closing date. Fairmont Jasper Park Lodge (FJPL), Fairmont Banff Springs (FBSH) and Fairmont Chateau Whistler (FCWR) are not responsible for any entries destroyed, mutilated, lost, misdirected or corrupted. Mechanically reproduced entries will not be eligible.

### **ELIGIBILITY**

- 2) The Contest is open to all residents of Canada (excluding Quebec) and all residents of the USA (excluding Puerto Rico) provided they have not won any prizes from Fairmont Jasper Park Lodge (FJPL), Fairmont Banff Springs (FBSH) and Fairmont Chateau Whistler (FCWR) in the past 90 days, and further provided, they have reached the age of majority in their province, territory or state of residence at the time of entry.

All employees of FRHI, its respective advertising or promotional agencies, or family members with whom these employees are domiciled are ineligible for participation in the Contest. The Contest is subject to all Federal, Provincial, and Municipal regulations and is void where prohibited by law. For a copy of the Rules and Regulations of the Contest, deliver a self-addressed stamped envelope to:

“FairmontFall – Mountain IG Contest” c/o Fairmont Banff Springs, 405 Spray Avenue, Banff, Alberta, T1L 1J4

### **HOW TO ENTER**

- 3) NO PURCHASE NECESSARY. To participate in this Contest you must:
  - a. Have a valid Instagram account (an “Account”).

- b. Become a follower (a “Follower”) of all four official Fairmont Mountain Resort channels (the “Channels”) @FairmontBanff @FairmontCLL @FairmontJPL and @FairmontWhistlr during the contest period;
  - c. Watch and vote on the Instastories being posted across our property channels from September 17<sup>th</sup> to September 20<sup>th</sup> ; and watch the Fall Mountain Instastory on Friday September 21<sup>st</sup>, 2018.
  - d. The winner will be selected by random draw from all eligible (correct) entries; and
  - e. not defame, misrepresent or contain disparaging remarks about Sponsor or its products;
  - f. not be false, inaccurate or misleading;
  - g. not violate any law or regulation;
  - h. not be libelous, threatening or harassing;
  - i. not instigate others to commit illegal activities or violate human rights; and
- 4) You will receive one (1) Entry in the Contest when you comply with the above described in Section 3 and in accordance with these Rules. LIMIT (1) ENTRY PER PERSON/ACCOUNT DURING THE CONTEST PERIOD. For greater certainty and the avoidance of any doubt, you can only use one (1) Account to participate in the Contest. If it is discovered that you attempted to enter more than once during the Contest Period, then all your Entries will be void. Use of any automated system to submit Entries is prohibited and will result in disqualification. BY SUBMITTING AN ENTRY, YOU ACKNOWLEDGE THAT YOUR ENTRY (INCLUDING YOUR USERNAME AND PROFILE PICTURE) MAY BE POSTED ON INSTAGRAM, FACEBOOK AND/OR SPONSOR’S PROPRIETARY WEBSITE, WHERE IT MAY BE VIEWED, SHARED (BY USERS OF INSTAGRAM AND VARIOUS OTHER INTERNET-BASED SITES) AND COMMENTED ON BY THE SPONSOR AND THE GENERAL PUBLIC.

#### **DRAW AND WINNER SELECTION**

- 5) On Friday September 28<sup>th</sup>, 2018 in Banff Alberta, at approximately 11:00 a.m. MST, one (1) eligible entrant will be selected by random draw from all eligible entries received during the Contest Period. The odds of winning depend on the number of eligible entries received. The winner will be announced on Instagram and Fairmont.com on October 2<sup>nd</sup>, 2018.
- 6) Before being declared a winner: The selected entrant will be contacted by private message on Instagram and notified that they are eligible to win. The selected entrant must reply by private message within one (1) business day of notification and provide the Sponsor with a contact phone number. The selected entrant must first correctly answer a time-limited mathematical skill-testing question to be administered by telephone. The Sponsor will then

email, and the selected entrant will be required to sign and return within one (1) business day of notification a declaration of eligibility and a liability/publicity release, which:

- a. confirms compliance with the contest rules;
- b. releases the Sponsor, its affiliated companies and agents, advertising and promotion agencies, the contest judges and each of their respective officers, directors, agents, representatives, successors and assigns from any liability in connection with the Contest, the entrant's participation therein and/or the awarding and use or misuse of the prize or any portion thereof; and
- c. grants to the Sponsor the right to use the selected entrant's name and likeness in any form of advertising relating to the contest without further notice or compensation.

If a selected entrant: (i) cannot be contacted by private message within one (1) business day of selection or there is a return of any prior notification as undeliverable; (ii) fails to correctly answer the skill-testing question; or (iii) fails to return the contest documents within the specified time, the he/she will be disqualified and will forfeit the prize, and the Sponsor reserves the right to select an alternate entrant from among the remaining eligible entries.

## PRIZES

Prize: One (1) Mountain Getaway for two (2) adults! Including:

- **Two (2) nights' Fairmont accommodation for two (2) adults at *your choice of one of the following resorts* within Fairmont's Canada's Western Mountain Region:**
  - Fairmont Banff Springs
  - Fairmont Chateau Lake Louise
  - Fairmont Chateau Whistler
  - Fairmont Jasper Park Lodge
- **Applicable taxes and/or gratuities of certificate inclusions**

Please note the "Prize" is valid until **December 19th, 2019** and is subject to the following Blackout Periods:

**Banff, Lake Louise, Jasper:** Should the winner choose one of these properties the following blackout dates apply: **June/July/August/September; Lake Louise World Cup; December 20 to January 04 annually; Special/Signature Events; and/or Statutory/Holiday Periods.** All blackout periods are subject to change.

**Whistler:** Should the winner choose this property the following blackout dates apply: **December 15 to January 15 annually; Special Events; and/or Statutory/Holiday Periods.** All blackout periods are subject to change.

"Prize" is based on double occupancy; additional occupancy charges may apply. *This "Prize" cannot be redeemed for cash and is nontransferable. For certificates that include multiple resort stays, "Prize" must be redeemed during one itinerary visit.* Please remember that advance reservations are required.

Unless otherwise specified, winners of prize of the Contest are responsible for all costs and expenses incurred or related to the use of the prize. Redemption is based on availability.

Approximate retail value: CAD \$1,500 (subject to availability.) The prize must be accepted as awarded, has no cash value, cannot be transferred, substituted, redeemed or added to in any way. All decisions of the judges with respect to any part of the Contest are final.

NOTE: The "Prize" does not include, and the Sponsor will not pay for, transportation to and/or from the property or any other expenses incurred while using the prize.

## **GENERAL**

- 7) By entering the Contest, each entrant agrees to abide by these Contest Rules. This Contest is subject to all applicable federal, provincial and municipal laws. Void where prohibited by law. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal.
- 8) Sponsor reserves the right to cancel, suspend, withdraw or amend this Contest in any way, without prior notice or obligation, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Contest Rules. Any attempt to deliberately undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.
- 9) You must warrant that your Contest Entry meets the Entry Specifications, set out above. Sponsor reserves the right to deem ineligible and exclude from the Contest any Contest Entry that Sponsor, in its sole and absolute discretion, determines does not meet the Entry Specifications. Your right to submit a Contest Entry must not be restricted in any way. You must be able to provide legal releases for use of your Contest Entry by Sponsor in any format, and materials related to the Contest, including in relation to any third party's name, likenesses or work ("Third Party Elements") included in your Contest Entry.
- 10) All Entries are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to - 4 - the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Rules. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of a valid Entry in this Contest will be the Contest server machine(s).

- 11) By entering the Contest, each entrant: (i) without limiting the Instagram Terms of Service grants to the Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her Entry, in whole or in part, for advertising or promoting the Contest or for any other reason; (ii) waives all moral rights in and to his/her Entry in favour of the Sponsor; and (iii) agrees to release and hold harmless the Contest Parties and each of their respective agents, employees, directors, successors, and assigns (collectively, the "Released Parties") from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action that relate in any way to the Entry. For greater certainty and the avoidance of any doubt, the Sponsor reserves the right, in its sole and absolute discretion and at any time, to modify, edit or disqualify any Entry if a complaint is received with respect to the Entry, or for any other reason. If such an action is necessary at any point, then the Sponsor reserves the right, in its sole and absolute discretion, to disqualify the Entry (and corresponding Entry) and/or the associated entrant. If the Sponsor determines, in its sole and absolute discretion, that any Entry does not comply with these Rules for any reason at any time, then the Sponsor reserves the right, in its sole and absolute discretion, to disqualify the Entry (and corresponding Entry) and/or the associated entrant.
- 12) Any attempt or suspected attempt to use robotic, automatic, programmed, or otherwise, illicit means to enter the Contest, or any other methods not authorized by these Contest Rules, for example, but not limited to, creating multiple Instagram accounts, shall be deemed as tampering and may disqualify you from entering, participating, winning prizes (defined herein), and preclude you from participating in future contests and promotions, at the sole discretion of Sponsor. Entries that are late, lost, stolen, illegible, contain false information, are damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or that do not conform with or satisfy any or all of the conditions these rules will be judged void.
- 13) Without limitation, the Sponsor, its advertising and promotion agencies and the Contest judges will not be liable for any failure of the website during the Contest; for a technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; for the failure of any Entry to be received by the Sponsor, its advertising and promotion agencies or the Contest judges for any reason including, but not limited to, technical problems or traffic congestion on the Internet or at any website; or any combination of the above. Further, the Sponsor, its advertising and promotion agencies and the Contest judges will not be liable for any injury or damage to an entrant's or any other person's computer related to or resulting from participating or downloading any material in the Contest.
- 14) In the event of a dispute, Entries will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. If the identity of an online entrant is disputed, the authorized account holder associated with the email account at the time of entry will be deemed to

be the entrant. A selected entrant may be required to provide proof that he/she is the authorized account holder of the email address associated with the selected Entry. The sole determinant of the time for the purposes of a valid online Entry in this Contest will be the Contest server machine(s).

- 15) By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her Entry only for the purpose of administering the Contest and in accordance with Sponsor's Privacy Policy (available at: <http://www.fairmont.com/help/privacy/>) unless the entrant otherwise agrees to receive further communications from Sponsor. Your use of Twitter is subject to the Instagram Privacy Policy (available at: <https://help.instagram.com/155833707900388>).
- 16) Contest is in no way sponsored, endorsed, or administered by, or in association with, Instagram (or its parent company). Any questions or comments regarding the Contest should be directed to the Sponsor, not Instagram.