

Air Transat Agent Incentive Contest Rules
as advertised in Travel Weekly

The contest is organised by Transat Tours Canada Inc. (company number 1143922756) and having its registered office at 500-300 Rue Leo Pariseau, Montreal, Quebec H2X4C2 Canada (the “**Organiser**”) operating under the name Air Transat UK.

CONTEST ENTRY PERIOD: The Air Transat UK Contest (“the **Contest**”) begins at 12.01AM GMT on 20th March 2019 and ends at 11.59PM GMT on 30th April 2019 (“the **Contest Entry Period**”) and all qualifying entries must be submitted by 11:59pm GMT on 1st May 2019 (“the **Entry Deadline**”).

1. ELIGIBILITY

- 1.1 The Contest is open to legal residents of the United Kingdom only who are i) aged 18 or older at the time of entry; and ii) UK travel agents* registered with the Organiser to issue tickets on behalf of the Organiser’s airline Air Transat UK, at the time the prizes are awarded; and iii) make a minimum number of 10 Eligible Bookings within the Contest Entry Period (“**Participants**”, “**you**”)

*Except for employees, agents and representatives of the Organiser, their subsidiaries, affiliates, affiliated companies, advertising or promotion agencies, the suppliers of material, prizes and services related to this Contest, and any other stakeholder directly related to the holding of the Contest, and their immediate families (parents, siblings, spouses, children) and members of their households, who shall not be eligible to take part in this Contest.

- 1.2 By entering the competition, you confirm that you are eligible to do so and eligible to claim any prize you may win. The Promoter may require you to provide proof that you are eligible to enter the competition.
- 1.3 Each Participant must notify and obtain consent from your employing travel agency for your participation in this Contest before submitting any entry. Gaining consent of the employer is the responsibility of each Participant. By entering, Participants acknowledge receipt of the consent of their respective employer.

2. HOW TO ENTER

- 2.1 In order to enter this Contest, the Participant must make a minimum of 10 Eligible Bookings during the Contest Entry Period.
- 2.2 Participants may only submit Eligible Bookings made by themselves. In the instance where a ticket is initiated (booked) by one agent and finalised (ticketed) by another, only the one who initiates the ticket (books the ticket) will be accepted as the participant. Bookings made via a travel agency’s internet booking engine without interaction between a Participant and the customer are not eligible for the Contest.
- 2.3 All Eligible Bookings must be registered by the Participant at comp.travelweekly.co.uk/AirTransat on or before the Entry Deadline.
- 2.4 Entries received outside of the Contest Entry Period will not be accepted.
- 2.5 Participants will need to register each booking individually and each booking made can only be entered once. Entries received outside of the Promotion Entry Period will not be accepted. If a booking is cancelled during the Contest Entry Period, the entry will no longer be eligible and the entries in respect of the tickets for such cancelled bookings will be void and withdrawn from the Contest.
- 2.6 No purchase by the Participant is necessary and there is no charge to register for use of the web-site.

- 2.7 The Organiser will not accept responsibility for competition entries that are lost or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.
- 2.8 The Participant must act in good faith at all times when dealing with its customers and ensure all tickets sold or recommended are appropriate for the customer and not affected or influenced by the Participant's participation in this Contest.
- 2.9 Usual booking terms and conditions apply to all bookings and all bookings are subject to availability.
- 2.10 By submitting an entry to the Contest, the Participant is agreeing to be bound by these Rules.
- 2.11 The winners of the Contest will be the three Participants that have made the highest number of Eligible Bookings. The winners shall be ranked depending upon the number of Eligible Bookings made into first, second and third place and allocated a prize accordingly.

3. ELIGIBILITY CRITERIA FOR BOOKINGS

- 3.1 Bookings must comply with the eligibility criteria set forth in these Rules, as follows, ("the **Eligible Bookings**"):
- 3.1.1 Tickets must be booked and issued during the Contest Entry.
- 3.1.2 Tickets must be for return flights operated by Air Transat UK which depart from the UK and are bound for Canada.
- 3.1.3 The Contest is only valid for bookings made where the customer is a UK resident and departing from the UK.

4. PRIZES

- 4.1 One (1) prize ("**First Prize**") shall be awarded to the top booker, being the Participant who made the highest number of Eligible Bookings, and shall consist of one pair of return flight tickets (Club Class) to Canada from the United Kingdom departing and arriving at airports from which the Organiser is authorised to operate commercial flights, based on Air Transat UK 's flight schedule and availabilities (London Gatwick, Manchester or Glasgow to Toronto, Vancouver, Calgary or Montreal) for travel between **June 1st 2019 and May 31st 2020** but shall not be redeemable for flights in July, August, the Christmas holiday period from December 11th 2019 to January 7th 2020 or UK bank holiday flights. The winner of the First Prize shall also receive \$2000 CAD to spend on their trip. The spending money will be issued via a travel money card once the winner has booked their flights.
- 4.2 One (1) prize ("**Second Prize**") shall be awarded to the second top booker, being the Participant who made the second highest number of Eligible Bookings, and shall consist of one pair of return flight tickets (Economy Class with Option Plus) to Canada from the United Kingdom departing and arriving at airports from which the Organiser is authorised to operate commercial flights, based on Air Transat UK 's flight schedule and availabilities (London Gatwick, Manchester, or Glasgow to Toronto, Vancouver, Calgary or Montreal) for travel between **June 1st 2019 and May 31st 2020** but shall not be redeemable for flights in July, August, the Christmas holiday period from December 11th 2019 to January 7th 2020 or UK bank holiday flights. The winner of the Second Prize shall also receive £1000 UK shopping vouchers redeemable at selected outlets.
- 4.3 One (1) prize ("**Third Prize**") shall be awarded to the third top booker, being the Participant who made the third highest number of Eligible Bookings, and shall consist of one "Apple watch *series 4*".
- 4.4 The First Prize, Second Prize and Third Prize shall together be referred to as the Prizes and each as a Prize throughout these Rules.

4.5 The winner of a Prize shall be referred to as a Winner throughout these Rules.

5. CONDITIONS ATTACHED TO THE PRIZES

5.1 The First Prize and Second Prize return tickets are subject to the availability of the Organiser at the time of reservation. The General Terms and Conditions of the Organiser apply <https://www.airtransat.com/en-GB/legal-notice-uk/general-terms-and-conditions>. Accommodation, transfers, visa fees, tourist cards, personal travel insurance and travel documents are not included in the Prize. The Organiser strongly recommend the purchase of travel insurance.

5.2 The winners of the First Prize and the Second Prize will be responsible for ensuring that they and the person travelling with them are available to travel and each hold valid passports, any necessary visas and travel documents for the flights.

5.3 Dates for the First Prize or Second Prize flights once notified to the Organiser cannot be changed.

5.4 The First Prize and Second Prize return tickets must be reserved at least 30 days prior to the scheduled date of departure of the outbound flight to Canada.

5.5 There are no alternative Prizes. Any Prize offered must be accepted as awarded and is not exchangeable, transferable or convertible into cash.

6. DETERMINATION OF WINNER

6.1 The entries will be reviewed and the winners of the Prizes will be determined on **May 16th 2019** based upon the number of Eligible Bookings made by each Participant and submitted before the Entry Deadline. This determination will take place at the Organiser's office located at 91 Mitchell Street, Glasgow, G1 3LN.

6.2 The decision of the Organiser is final and no correspondence or discussion will be entered into.

7. PRIZE CLAIM

7.1 The Promoter will contact each winning Participant personally as soon as practicable after the winners have been determined, using the telephone number or email address provided with the competition entry.

7.2 The Organiser will make all reasonable efforts to contact the winner of each Prize. If the winner of the First Prize or Second Prize cannot be contacted within two working days from the initial attempted communication by or on behalf of the Organiser, all of their rights to the Prize shall be forfeited and Participant with the next highest number of Eligible Bookings shall be offered that Prize. That may mean that an original winner of a Prize may be offered a higher Prize. In such circumstances, such winner shall forfeit their rights to their original Prize at the time of accepting the higher Prize. This process will be repeated until eligible Winners for each of the First Prize and Second Prize have been successfully contacted.

7.3 If the winner of the Third Prize cannot be contacted within two working days from the initial attempted communication by or on behalf of the Organiser, all of their rights to the Prize shall be forfeited and no further Participants will be eligible for this Prize. For the purpose of this clause 7.2 contact shall be deemed to have been made with a Participant if a representative of the Organiser is able to speak by telephone directly with the Participant (and not via voicemail or any form of automated call service) or the Organiser is satisfied (at its sole discretion) that any email notification sent by the Organiser has been received by the Participant.

7.4 The Winner of any Prize must complete and sign a declaration and liability waiver form ("the **Waiver Form**") and return it to the Organiser within 10 working days of receipt or such later date as the Organiser may at its sole discretion confirm to the relevant Participant in writing. If a Winner fails to comply with this requirement and does not return the Waiver Form within the timescale, they shall forfeit their right to the Prize.

- 7.5 Upon receipt of the duly completed and signed Waiver Form, the Organisers will contact the Winner in order to inform them on how to take possession of the Prize.
- 7.6 If the Winner fails to observe any of the conditions mentioned above or any other conditions stipulated in these Rules, the selected Winner will be disqualified and the Prize that would have been awarded will be forfeited.

8. PERSONAL INFORMATION

- 8.1 The Organiser will only process your personal information as set out in the Organiser's Privacy Policy, available at www.airtransat.com/en-GB/legal-notice-uk/privacy-policy.
- 8.2 From time to time, the Organiser, with the Contestant's consent, may use the personal information provided for the purpose of:
- 8.2.1 Communicating with the Winner so they can take possession of the Prize;
- 8.2.2 Communicating with the Contestant directly in relation to goods and services offered by the Organiser, including special offers and information on travel services; and
- 8.2.3 Conducting a survey regarding the effectiveness of the website, advertising and sales efforts made by the Organiser.
- 8.2.4 Any Contestant may indicate whether they consent to their personal information being used by specifying it in their entry to the Contest.

9. GENERAL CONDITIONS

- 9.1 The Organiser reserves the right to disqualify any Participant(s) or cancel their entry, if they enter or attempt to enter this Contest in a manner that does not comply with these Rules. Any decision of the Organiser regarding this aspect of the Contest is final.
- 9.2 The Organiser reserves the right to hold void, suspend, cancel, or amend the Contest where it becomes necessary to do so.
- 9.3 Insofar as is permitted by law, the Organiser, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the Organiser, its agents or distributors or that of their employees. Your statutory rights are not affected.
- 9.4 The Contest is administered by the Organiser and to the fullest extent permitted by all applicable laws the Organiser: (i) will assume no responsibility for any problem, failure or technical malfunction of a network line, online computer system, peripheral telephone, software, server, provider, email or browser or any other technical malfunction that may occur, including, but not limited to, a problem of transmission or non-transmission, for any reason whatsoever; (ii) is not responsible in any way for erroneous or inaccurate information, whether caused by website users or by the equipment and/or programs associated with or used by the Contest or by a technical or human error that may have occurred in conducting the Contest; (iii) assumes no responsibility for any error, omission, interruption, loss or fault relating to operation or transmission, failure of communication lines, loss or destruction; (iv) is not responsible for any injuries or damages that may result from the holding of the Contest; (v) reserves the right to destroy all the documents pertaining to the Contest once the retention period as required by law has expired; and (vi) reserves the right, at its 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 the Organiser.

- 9.5 By entering the Contest, the Participant acknowledges having read and understood these Rules and agrees to be bound by them and to comply with them. The Participant declares that the Rules are understandable and reasonably available for consultation.
- 9.6 This Contest and the Rules shall be governed by and construed in accordance with the laws of England & Wales and any disputes shall be subject to the non-exclusive jurisdiction of the English & Welsh courts.