

**Bloedel Conservatory  
Festivale Tropicale Contest  
Terms and Conditions**

THE FESTIVALE TROPICALE CONTEST (THE “CONTEST”) IS INTENDED TO BE CONDUCTED IN THE PROVINCE OF BRITISH COLUMBIA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. CONTEST PARTICIPANTS MUST BE OF THE AGE OF MAJORITY OR OLDER IN THE PROVINCE OF BRITISH COLUMBIA 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.** To be eligible for this Contest, an individual must:
  - a. be a legal resident of the province of British Columbia;
  - b. be of the age of majority in his/her province or territory of residence or older at the time of entry;
  - c. be legally able to travel to Mexico and have any and all necessary documentation as may be required for presentation to Canadian and/or International customs and airport personnel.
  - d. not a commercial enterprise or business entity; and
  - e. not be an employee of the City of Vancouver, its Board of Park and Recreation, VanDusen Botanical Garden Association or any of their respective affiliates or be an immediate family member or live in the household of, any of the foregoing.

(the “Contest Participant”).

The City of Vancouver as represented by its Board of Park and Recreation (the “Park Board”) shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest, which shall include but not limited to each Contest Participant providing government issued photo-identification if selected as a finalist in accordance with these Contest Rules. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Park Board for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Park Board reserves the right, in its sole discretion, to disqualify any Contest Participant should such a Contest Participant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

2. **CONTEST PERIOD.** The Contest period begins at 10:00 a.m. Pacific Standard Time (“PST”) on December 7, 2019, will continue during operating hours for Bloedel Conservatory and ends at 11:59 p.m. PST on January 5, 2020 (the “Contest Period”) after which time the Contest Period will be closed and no further Contest Participants will be able to participate in the Contest.

### 3. HOW TO ENTER.

- a. To participate in the Contest, a Contest Participant must:
  - i. pay admission to Bloedel Conservatory, present a Festivale Tropicale admission ticket or present a valid membership to enter Bloedel Conservatory during the Contest Period;
  - ii. take a photo at Festivale Tropicale (the “**Photo**”) and post the photo on Facebook, Twitter or Instagram (the “**Permitted Social Media Channels**”) along with the contest hashtag #FestivaleTropicale and tag Bloedel Conservatory
- b. Contest Participants shall be entitled to earn one ballot for each of the Permitted Social Media Channels that they share their Photo (each, a “**Ballot**”). The maximum number of ballots that a Contest Participant is entitled to enter into the Contest under is three (3).
- c. Contest Participants who submit a Photo by using the hashtag #FestivaleTropicale agree to all the terms and conditions of the Contest Rules and the Contest’s respective Prizes. Contest Participants found to be using multiple social media accounts will be considered ineligible and disqualified from participating in the Contest.
- d. Automated submissions or submissions sent via a bot will be disqualified. Automated and/or repetitive electronic submissions (including but not limited to entries made using any script, macro, bot or Contest service) will be automatically disqualified and transmissions from these or related Twitter accounts may be blocked.
- e. Contest Participants must enter the Contest no later than the end of the Contest Period. The Park Board will not be responsible if the submissions made through the Permitted Social Media Channels are invalid, late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. The Park Board shall not be responsible for any malfunctions of any computer hardware, software, or any combination of them, or problems associated with any virus or any other damage caused by the Contest Participant’s computer systems. No communication or correspondence will be exchanged with Contest Participants except with a Contest Participant that is selected as a finalist pursuant to these Rules.
- f. Ballots shall be deemed to be submitted by the authorized account holder of the e-mail address or Permitted Social Media Channels associated with the Ballot. For the purpose of the Contest Rules, “authorized account holder” of an e-mail address or Permitted Social Media Channels 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 or social media accounts. Each Contest Participant that is selected as a finalist may be required to provide the Park Board with proof that the selected

Contest Participant is the authorized account holder of the e-mail address or Permitted Social Media Channel associated with the winning entry.

4. **PRIZE**

- a. For the Contest, there will be one prize available to be won by the winner (the “**Winner**”) which shall consist of:
  - i. two travel certificates (the “**Flight Travel Certificates**”) from Aeromexico for one roundtrip flight, each for one person, from any Aeromexico North American Gateway City to anywhere Aeromexico flies in Mexico, subject to the following:
    - A. the Flight Travel Certificates are good for 12 months from the date of issue;
    - B. the validity period of the Flight Travel Certificates cannot be extended;
    - C. the Flight Travel Certificates have no cash value;
    - D. the Flight Travel Certificates are not valid during holiday periods and high demand seasons;
    - E. Winners should email flight needs to [amvipusa@aeromexico.com](mailto:amvipusa@aeromexico.com). All requests will be subject to availability in "G" class. If availability exists, a reservation code will be sent to the Winner via email, otherwise, alternate dates and/or flights may be sent;
    - F. travel arrangement must be made at least 30 days prior to departure;
    - G. applicable taxes and surcharges are not included and must be paid before tickets are issued;
    - H. the Flight Travel Certificates are valid on Aeromexico flights only 001-4999 and do not apply on any codeshare flights;
    - I. tickets, once issued, are non-transferable and cannot be reissued;
    - J. Winner and their guest are responsible to check-in at the airport at least 3 hours prior to departure; and
    - K. where payments are required, such payment must be by credit or debit card.

- b. The Park Board will coordinate the provision of the Prize with the Winner once the Winner has fulfilled the requirements set out herein.
- c. Winner will be responsible for all costs and expenses not specifically described in these Rules as being part of the Prize, including but not limited to all transportation to and from originating airport and all transportation at the destination; travel and medical insurance; travel documentation; gratuities; telephone calls; and in-room charges.
- d. Guests of the Winner must be of the age of majority or older in their province or territory of residence, comply with the Contest Rules and sign and return the Release (described below).
- e. The Prize must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash. Any unused portion of a Prize will be forfeited and shall no cash value. The Park Board reserves the right, in its and their sole discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason.
- f. The Park Board shall not assume any liability for lost, damaged or misdirected luggage associated with the Prize.

**5. WINNER SELECTION.**

The Winner shall be selected as follows:

- a. On or about January 6, 2020, one (1) winner shall be selected randomly from the Ballots submitted during the Contest Period.
- b. The Park Board will notify the Winner through the Permitted Social Media Channel that the Contest Participant submitted their Photo, and the Winner shall, within five (5) business days of receiving such notification, contact the Park Board to receive the prize. The successful Contest Participant, notified through the Permitted Social Media Channel, will be required to provide the Park Board with a valid e-mail address and telephone number for future communication.
- c. In the event that the selected Winner fails to respond within the time period, then the Park Board shall be entitled to select an alternate Winner. In addition, if the potential finalist has not complied, or does not comply, with these Rules, then the Park Board may disqualify the original Winner and select an alternate Winner by random draw.
- d. Before being declared a Winner, the successful finalist 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 sign and return the Release (described below).

6. **RELEASE.** Winner and his/her guest will be required to execute a legal agreement and release (“**Release**”) that confirms Winner’s and their guest’s: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of the Park Board, Aeromexico and their respective affiliates, employees, directors, officers and agents (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 Park Board and Aeromexico the unrestricted right to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the Winner’s and their guest’s name, photograph, likeness, voice and biography, in any and all media now known or hereafter devised, in connection with the Contest. 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.
7. **INDEMNIFICATION BY CONTEST PARTICIPANT.** By entering the Contest, a Contest Participant releases and holds the Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the Contest Participant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, participation in the Contest, any breach of the Contest Rules, or in any Prize-related activity. The Contest Participant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.
8. **LIMITATION OF LIABILITY.** The Park Board assumes 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 Park Board is 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 Park Board assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Park Board is not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing or otherwise. The Park Board is not responsible for any injury or damage to Contest Participant or to any computer related to or resulting

from participating or downloading materials in this Contest. Each Contest Participant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any Prize. The Park Board assumes 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 the Park Board, 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.

10. **CONDUCT.** By participating in the Contest, each Contest Participant agrees to be bound by the Contest Rules, which will be posted at: [festivaletropicale.ca](http://festivaletropicale.ca) and made available throughout the Contest Period. Each Contest Participant further agrees to be bound by the decisions of the Park Board, which shall be final and binding in all respects. The Park Board reserves the right, in its sole discretion, to disqualify any Contest Participant 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 (c) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

Winner and their guest must at all times behave appropriately when taking part in the Prize and observe the Contest Rules and any other rules or regulations in force during the flights and/or at the Prize destination. Winner and their guest agree that Aeromexico reserve the right to remove the Winner and/or their guest from the flights if they breach or violate any rules of Aeromexico and/or fail to behave appropriately and to disqualify such Winner and/or their guest.

11. **PRIVACY / USE OF PERSONAL INFORMATION.** By participating in the Contest, each Contest Participant: (i) grants the Park Board the right to use his/her name, mailing address, age range, telephone number, e-mail address, photograph, portrait and likeness (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 the Park Board 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 Park Board may disclose his/her Personal Information to third-party agents and service providers in connection with any of the activities listed in (i) and (ii) above.
12. **TERMINATION.** The Park Board reserves the right, in its sole discretion, to terminate the Contest without any liability, 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. **CHANGES TO CONTEST RULES.** In addition to all its rights under the Contest, the Park Board reserves the right, in its sole discretion, during the Contest Period to make any changes to these Contest Rules, without liability, in any way and at any time, for any reason without prior notice. In the event that

there is a change to these Contest Rules, the Park Board shall make all reasonable efforts to update the Contest Rules on its website.

15. **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 Park Board. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the Contest Participant and the Park Board in connection with the Contest shall be governed by and construed in accordance with the laws of the province of British Columbia including procedural provisions 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.
16. **LANGUAGE 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.