

## **Z Escapes Mariachi Mania Contest**

1 “Z Escapes Mariachi Mania” contest (hereinafter: the “Contest”) is brought to you by Z95.3 and Sunwing Vacations, (hereinafter: the “Contest Organizers”). The Contest runs in British Columbia, Canada from January 29, 2018 at 8 a.m. to February 16, 2018 at 8:00 a.m. PC Mondays through Fridays (hereinafter: the “Contest Period”).

### **ELIGIBILITY**

2. This Contest is open to all persons residing in British Columbia, Canada who have reached the age of majority in their province or territory of residence as of the first day of the Contest Period.

3. Notwithstanding the preceding, the Contest is not open to individuals associated with the Contest, including the employees, agents and representatives of the Contest Organizers, (including their respective divisions, subsidiaries, affiliates and agencies), their advertising and promotional agencies, and other suppliers of prizes, materials and services related to this contest or any other party directly linked to the holding of this Contest (the “Excluded Individuals”).

4. This Contest is also not open to the immediate family members of the Excluded Individuals. For the purpose of these Contest Rules, “immediate family” includes: father, mother, brothers, sisters, children, legal or common-law spouse and individuals with whom such employees, agents and representatives reside.

### **HOW TO ENTER AND PLAY**

5. No purchase necessary. To enter, you must comply with the eligibility criteria set out in these Contest Rules within the Contest Period. To win one (1) of the three (3) Grand Prize trips call 604.280.0953 when you hear the Z95.3 Interrupting Mariachi Band play over a song. Caller nine (9) will instantly win fifty dollars to spend at Las Margaritas Restaurant and qualify to win one (1) of the three (3) Grand Prize trips. Each Friday Morning (for the duration of the three (3) week contest), one (1) lucky winner will be selected (at random from all of the eligible qualifiers) and contacted at 8AM. Winners must answer the phone to receive their prize. Each qualifier will go into the draw for all three (3) Grand Prize trips. No need to re-enter.

### **PRIZE DESCRIPTION**

6. The following three (3) grand prizes are available to be won, Monday through Fridays (excluding statutory holidays) during the contest period:

#### **Your Sunwing.ca prize includes:**

- Roundtrip airfare, based on economy class, for two (2) persons consisting of two (2) adults (one of whom must be the winner) from Vancouver to Cancun, Mexico onboard Sunwing Airlines
- 7 (seven) nights standard accommodations at Riu Lupita property in a room based on double occupancy
- All Inclusive meal plan while at Riu Lupita
- Land transfers between the airport and hotel in destination
- All hotel taxes and processing fees

#### **Not included in your Sunwing Vacations prize:**

- Ground transportation not specifically mentioned above (including transportation to and from you and your guest(s)' homes)
- Airport improvement fees
- Insurance (including, but not limited to, travel insurance, medical insurance and trip cancelation insurance)
- Connecting flights (including to the departure gateway city)
- Sightseeing tours and other in-destination activities
- Taxes (including, but not limited to, departure taxes, air seat/airline taxes and applicable federal, provincial, municipal, state and/or local taxes)
- Travel related fees/surcharges
- Excess baggage fees
- Costs associated with obtaining travel documents (including, but not limited to passports and visas)
- Costs associated with obtaining necessary vaccinations
- Items of personal nature
- Additional meals
- Room upgrade
- Tips & gratuities
- In-room movies

#### **Limitation and Rules & Regulations**

- You accept the prize "as is" otherwise it will be forfeited
- Travel is valid from January 3 until December 15, 2018 (the "Travel Period")
- Travel is subject to availability and must be requested a minimum of four (4) weeks prior to the requested departure date
- Blackout periods apply, including without limitation: Feb 14-28, Mar 12-Apr 2, May 26-31, June 27-Jul 07, Aug 01-31 and Nov 22-25, subject to availability
- If you are unable to travel during the Travel Period, you will be required to forfeit the prize and an alternate winner may be selected at Sunwing's sole discretion
- Once reservation is made, they cannot be changed
- All reservations are subject to the terms and conditions set out in Sunwing's brochure or located on Sunwing's website located at [www.sunwing.ca](http://www.sunwing.ca)
- You and your travel guest(s) must be in possession of a valid passport and other necessary travel documents upon selection, which documents must be valid prior to, and for the duration of the trip. Failure to obtain necessary travel documentation will result in forfeiture of the prize
- Any lost or stolen, travel vouchers or certificates will not be replaced
- All airline tickets are subject to flight variations, work stoppage, and schedule or route changes
- Sunwing reserves the right to structure travel routes and select hotels in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight except at the sole discretion of Sunwing
- If the prize, or any portion thereof, is unused, it cannot be carried forward and will be forfeit
- Elements of the prize (including, without limitation, airfare and lodging) may not be used towards frequent flyer miles or other loyalty programs
- You and your guest must comply with all applicable laws, including but not limited to, all local laws while in destination

- The prize, and any portion thereof, is non-exchangeable, non-transferable, non-refundable, has no cash surrender value and must be accepted as awarded with no substitutions, except as may be decided by Sunwing in its sole discretion
- Sunwing reserves the right, in its sole discretion, to substitute and/or modify the prize or any portion thereof, with a prize of equal or greater value for any reason.

7. There is a limit of one prize per household within the contest period. An ID will be required when claiming the prize. In the event that a contestant wins more than once within the contest period, they will be disqualified and not be eligible to collect any prizes other than that which they were awarded in their original attempt.

8. All expenses associated with the collection of prizes shall be assumed by the winner.

9. The odds of a participant's entry being randomly selected depend upon the number of entries received in accordance with section 3 above.

#### **HOW TO BE DECLARED A WINNER**

10. In order to be declared a contestant, each selected potential contestant must be in compliance with these Contest Rules and in particular, the following:

10.1 Answer correctly, the mathematical skill-testing question asked on a publicity release and liability waiver form (hereinafter: the "Release Form") sent by the Contest Organizers;

10.2 Sign a publicity release and liability waiver form (hereinafter: the "Release Form") sent by the Contest Organizers and return it to them.

10.3 Be available to play the contest at the time of the Contest Organizers choosing at the time chosen by the Contest Organizers.

11. By entering the Contest, each entrant agrees to abide by these Contest Rules. In the event the potential or declared contestant fails to comply with any one of the conditions set out above or any other conditions set out in these Contest Rules, the Contest Organizers reserve the right to disqualify such entrant from the Contest and if time allows, a new draw for the contestant will be held in accordance with these Contest Rules, until a contestant is selected.

#### **HOW TO CLAIM A PRIZE**

12. Within fifteen (15) days following the moment the contestant is declared a winner the Contest Organizers will inform winners on how to take possession of their prize. In the event the winner fails to collect his or her prize in accordance with these instructions, the winner will forfeit the right to collect the prize, and the Contest Organizers reserve the right to withdraw the prize entirely, with no further obligation to award such prize in any additional draws.

#### **GENERAL CONDITIONS**

13. **Verification.** Phone Entries are subject to verification by the Contest Organizers. If, due to technical or equipment failure while participating in the contest – ie. the connection is lost or communication is otherwise inaudible, the contest shall be deemed to be over and the guess will be considered incorrect.

**14. Disqualification.** The Contest Organizers reserve the right to disqualify any person or cancel one or more entries of any person participating in this Contest or trying to participate by means contrary to these Contest Rules or in a manner which is unfair to other entrants (e.g.: use of an Entry Form obtained from an unauthorized source, entries exceeding the limit allowed, computer hacking, etc.). Any attempt to tamper with the entry process, interfere with these Contest Rules, deliberately damage any website or undermine the administration, security or legitimate operation of the Contest, is a violation of criminal and civil laws and the Contest Organizers reserve the right to seek damages and/or other relief from all persons responsible for such acts to the fullest extent permitted by law, which may include banning or disqualifying entrants from this and future contests. Such person may be referred to the appropriate judicial authorities.

**15. Non compliance/eligibility.** If a potential or declared winner is not in compliance with these Contest Rules, the Contest Organizers reserve the right to disqualify such entrant from the Contest and randomly select further entrants from the remaining eligible entries until a winner is finally declared. Any potential or declared winner, who is not in compliance with these Contest Rules, must so inform the Contest Organizers immediately upon being contacted by the Contest Organizers.

**16. Acceptance of prize.** Prizes must be accepted as described in these Contest Rules and may not be transferred to another person, or substituted for another prize. Prizes must be claimed within six months of the date of winning, or they will be forfeited in their entirety.

**17. Substitution of prize.** In the event it is impossible, difficult and/or more costly for the Contest Organizers to award a prize (or part of a prize) as described in these Contest Rules, the Contest Organizers reserve the right to award a prize (or part of a prize) of similar nature and equivalent value or, at their sole discretion, the value of the prize (or of the part of the prize) in cash.

**18. Refusal of a prize.** The refusal by a potential or declared winner to accept any prize awarded in accordance with the Contest Rules, releases and forever discharges the Contest Organizers and their agents of all obligations related to the prize, including delivery.

**19. Liability limit – use of prize.** Each entrant and any potential or declared winner releases the Contest Organizers, their subsidiaries, respective divisions, their parent corporations, their advertising and promotional agencies, their shareholders, officers, directors, employees, agents and representatives (hereinafter: the “Beneficiaries”) from any and all liability for any and all damage, loss or liability suffered as a result of or arising from the entrant’s participation in the Contest or the acceptance or use of his/her prize. In order to be declared a winner and prior to obtaining his/her prize, any potential or declared winner agrees to sign a declaration to such effect in the Release Form.

**20. Liability of prize supplier.** Any person selected for a grand prize acknowledges that upon receipt of a letter confirming the prize, all services to be rendered in connection with their prize become the sole responsibility of the prize or services supplier a declaration to such effect will be included in the Release Form.

**21. Liability limit – running of the contest.** The Contest Organizers are not liable for faulty computer components, software, or links; the loss or non-existence of communications capability; or faulty, incomplete, incomprehensible, or erased computer or network transmissions that make it difficult, or render a user unable, to enter the contest; problems

with any website or website feature howsoever caused, the malfunction of, or damage caused to, any telephone or network or lines, computer equipment, data or software, online systems, servers or access providers; or the security or privacy of information transmitted via computer networks; or for breaches of privacy due to interference by third party computer "hackers" The Contest Organizers are not liable for any harm contestants may suffer directly or indirectly as a result of downloading any Web page or software or transmitting any information related to entry in the Contest. Further, the Contest Organizers assume no responsibility for entries lost, stolen, delayed, damaged or misdirected.

**22. Web site access.** The Contest Organizers do not guarantee access to or non-interruption of the Web site during the Contest Period or that it will be exempt from any errors.

**23. Modification.** The Contest Organizers reserve the right, at their sole discretion, to cancel, terminate, modify or suspend this contest, in whole or in part, in the case of the occurrence of an event, an error or any human intervention that could corrupt or affect the administration, safety, impartiality or the running of the Contest as provided in these Contest Rules.

**24. Limit of prizes.** In no event shall the Contest Organizers be obligated to award more prizes than set out in these Contest Rules or to award prizes otherwise than in compliance with these Contest Rules.

**25. Impossibility to act – labour dispute.** The Contest Organizers shall not be responsible for any damages for a failure to operate the Contest in accordance with these Contest Rules in any case where their incapacity to act results from circumstances or a situation beyond their reasonable control or because of a strike, lock-out or any other labour dispute in their company or those of businesses which services are used for holding this Contest, war, riot, insurrection, earthquake, terrorism, civil commotion, fire, flood, accident, storm or any other act of nature.

**26. Liability limit– participation.** Any person who participates or tries to participate in this Contest releases the Contest Organizers from any and all liability for damages which he/she could suffer from participating or trying to participate in this Contest.

**27. Authorization.** By entering this Contest, each declared winner consents to the Contest Organizers, their representatives to use, at their sole discretion and if required, their name, photograph, likeness, testimonial related to the prize, place of residence and/or voice without compensation whatsoever and that, without limit as for the period of use, in any media and on a worldwide scale, for publicity purposes or for any purpose that may be considered relevant. A declaration to such effect will be included in the Release Form.

**28. List of winners.** From February 16 to April 16, 2018 a list of winners will be available at the office of the Station Monday to Friday from 8 a.m. to 4:30 p.m.

**29. Property of entries.** Entry Forms are the sole property of the Contest Organizers and at no time will be returned to entrants.

**30. Communication with entrants.** No communication (other than while registering) or correspondence will be exchanged with entrants in the context of this Contest with the exception of selected entrants or declared winner.

**31. Personal information.** Contestant personal information that is collected in this Contest will be used solely by the Contest Organizers, and their representatives for the administration of the Contest. There will be no communication of commercial or of any other nature, unrelated to this Contest sent to an entrant, unless such entrant gives specific authorization to the Contest Organizers for that specific purpose.

**32. Decisions of the Contest Organizers.** All decisions of the Contest Organizers or those of their representatives regarding this Contest are final and binding.

**33. Identification of the contestant.** For the purposes of these Contest Rules, the entrant is the person whose personal information is printed on the Entry Form. It is to this person that the mathematical skill-testing question will be asked and the prize awarded if selected and declared a winner.

**34. Unenforceability.** If a section of these Contest Rules is declared or ruled by a Court of Law as illegal, unenforceable or void, that section will be deemed void but all other sections not affected will be enforced as allowed by Law.

**35. Jurisdiction.** This Contest is subject to all applicable federal, provincial and municipal laws.