

## **Brand USA - USA Training Day Terms and Conditions**

**1. Eligibility:** This Promotion is open to travel agents and USA product managers based in Canada, who are eighteen (18) years or older (unless stated otherwise by Sponsor(s)). Void where prohibited by law. By entering this competition, you represent that your employer is fully informed and approves of your participation in this promotion.

In order to be considered eligible to win, entrants must attend the whole of Brand USA Canada USA Training Day on June 23, 2021. Entrants must attend the USA Quiz for a chance of winning.

Employees of the promoter (Brand USA), all other prize partners, its agents or anyone professionally connected with the promotion, and their families, are excluded from entering this competition.

Entry into the competition is deemed as acceptance of these terms and conditions.

By entering for the competition, you agree to receive correspondence from Brand USA.

By entering the promotion, you consent to your name being published on Brand USA and airline partners communications and media.

### **2. How to Enter:**

Eligible individuals may enter the Competition by attending USA Training Day on [Brand USA Global Marketplace](#) (the "Website") and attending the USA Quiz for the Competition. Entries are limited to one per person per email address per round.

All entries will be deemed to have been made by the authorized account holder for the submitted email address. Submitting mass entries or entries generated by a script, macro or use of automated devices is prohibited and may result in disqualification.

**Entry Period:** The Competition will take place on June 23, 2021, on Brand USA Global Marketplace. Participants must attend the USA Quiz on Kahoot! to be eligible to win.

**3. Odds of Winning:** Individuals will be able to participate in two rounds of a quiz powered by the Kahoot! app. A gold, silver and bronze winner will be ranked and announced by Kahoot! for each round. Winners will be determined by the speed of their answers as well as accuracy, with more points being accrued for a faster answer. Eligible individuals may only win one time during the Competition Period. The top participants of each round will be awarded the gold prize.

Winners will be permitted to win one prize and it will be the first prize they win, and cannot be swapped for a subsequent prize won. In this instance the prize would go to the next eligible winner.

**4. Winner Notification/Requirements:** The potential Prize winner will be notified by email, mail or phone by **June 30, 2021**. Any potential Prize winner will be required to sign and return to Sponsor(s), within three (3) days of the date notice or attempted notice is sent a General Release & Waiver in the form or forms provided by Sponsor(s) (where and to the extent legally permissible) in order to claim the Prize. A Prize must be claimed within three (3) days of the initial Prize notification to the potential winner, or the Prize will be forfeited. If a potential Prize winner cannot be contacted or fails to sign and return the applicable General Release & Waiver within the required time period noted above, the potential Prize winner will be disqualified and forfeits the Prize. If not disqualified, the potential Prize

winner must continue to comply with all terms and conditions of these Official Rules. Winning and awarding of the Prize is contingent upon fulfilling all requirements. Failure to comply with these requirements, return of Prize notification or Prize as undeliverable, or disqualification of any potential winner for any reason may result in forfeiture of Prize, and the Sponsor(s) will select an alternate winner. If, after selection of three (3) consecutive alternate potential winners, no alternate winner qualifies to receive the Prize, then the Prize will remain un-awarded. Winners and prizes are non-transferable.

## **5. Prize(s) and Donor(s):**

For each round the Gold prize will be provided by an airline Sponsor. As a result, conditions will vary between each round.

### **Gold**

#### **Air Canada**

- Tickets are valid for travel on Air Canada, Air Canada Express and Air Canada Rouge scheduled flights only.
- Space is subject to availability in Q (Economy) Class at time of booking, and all travel is to be completed by 31 July, 2022.
- All applicable fees, such as airport/departure taxes, security charges or other third-party fees, taxes or charges are included.
- Once your ticket has been issued, the origin and destination cannot be changed. However, a change to the flight time, and/or travel date is permitted. Please go to [aircanada.com](http://aircanada.com), select “My Bookings/Flights” and make your change. A change fee per ticket may apply.
- Your ticket is not transferable, not refundable and not redeemable for cash.
- Frequent flyer mileage accumulation is not permitted.
- Stopovers or multi-city itineraries are not permitted.
- The use of eUpgrade credits is not permitted.
- Air Canada Signature Class may not be available on all flights.
- Entry into the Signature Suite is not permitted.
- Promotional pass recipients may be held liable to Air Canada for failure to adhere to the restrictions and conditions of travel applicable to their tickets or for the fraudulent use of those tickets.

**6. Release/Publicity Consent:** As a condition to receipt of a Prize, winner agrees to sign a General Release & Waiver releasing Sponsor(s) and its parent, affiliate, subsidiary entities, its merchants, and their respective agents, employees, suppliers, and advertising/promotional and judging agencies (the “Sponsor Group”) and each of their respective parents, affiliates, subsidiaries, from any and all liability whatsoever for injuries, damages or losses to persons and/or property which may be sustained in connection with the Competitions or the Prize. If a Prize winner is a minor in his/her state of residence, the Prize may be awarded in the name of the parent or legal guardian, in the sole discretion of Sponsor(s), and such Parent/Guardian will be required to fulfil all eligibility and other requirements necessary, as determined by Sponsor(s), to claim the Prize. As a condition to receipt of any Prize, winners (or their Parent/Guardian in the case of minors) may be required to sign affidavits/disclaimers and tax forms, and winners (or Parent/Guardian in the case of minors) are responsible for any and all costs, taxes, assessments, expenses, and fees associated with the Competitions and Prize award,

receipt and use. Except where prohibited by law, winners consent and agree to the use of their names, city and state/country, photographs, likeness, submission(s), statements, video, and voices for broadcast, marketing and promotional purposes in all forms of media (including, without limitation, online) on a worldwide basis by Sponsor(s) and its promotional agencies, Competitions partners, designees, successors and assigns, before, during and after the Competitions, without compensation or right of review, attribution, or notice, in perpetuity. Winner(s) (or their Parent/Guardian in the case of minors) may be required by Sponsor(s) to sign a Publicity Release (where not prohibited by law) regarding such consent as a condition to receipt of a Prize.

**7. Agreement to Official Rules:** By participating in the Competitions, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor(s) and/or Administrator (including but not limited to decisions regarding eligibility of entries, the selection of entrants and winners, and the awarding of prizes), which are final and binding in all matters related to the Competitions. Sponsor'(s) failure to enforce any term of these Official Rules shall not constitute a waiver of that term or any other term in these Official Rules. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision were eliminated from the rules.

**8. General Conditions:** Sponsor(s) reserves the right, in its sole discretion, to terminate, modify or suspend the Competitions if, in Sponsor'(s) opinion, there is any suspected or actual evidence of fraud, tampering, unauthorized intervention, technical difficulties or failures, or any other factor beyond Sponsor'(s) reasonable control that may affect or impair the administration, security, fairness or integrity, or proper functioning of the Competitions. Sponsor(s), in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Competitions or to be acting in violation of these Official Rules or acting in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Competitions may be a violation of criminal and/or civil law, and, should such an attempt be made, Sponsor(s) reserves the right to prosecute and/or seek damages from any such person to the fullest extent permitted by law. Sponsor'(s) failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision. Sponsor(s) is not responsible for incomplete, illegible, misdirected, misprinted, late, or lost entries, submissions or Prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties, or other errors of any kind or nature; or for the incorrect or incomplete capture of information, or the failure to capture any information. No mechanically reproduced, illegible, incomplete, forged, software-generated or otherwise multiple entries will be accepted. If any dispute regarding identity of any winner cannot be resolved to Sponsor'(s) satisfaction, that entrant/potential winner will be disqualified.

**9. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Competitions or any Prize awarded shall be resolved individually, without resort to any form of class action, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) under

no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

**10. Governing Law:** The Competitions is governed by the laws of Canada, without regard to any choice of law provisions. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor(s) in connection with the Competitions and/or any Prize, shall be governed by, and construed in accordance with, the laws of Canada without giving effect to any choice of law or conflict of law rules (whether of the USA or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Canada.

**11. Entrant's Personal Information:** All personal information collected from entrant is subject to the Sponsor(s) Privacy Policy (as set forth on the Website) except to the extent waived by a winner through agreement to a Publicity Release.

**12. Sponsor(s) and Administrator:** [The Competitions is sponsored and Administered by Brand USA, \("Sponsor\(s\)" and "Administrator"\), 1725 I St. NW, Suite 800, Washington, DC 20006](#)

**13. Winners List/Official Rules:** For a complete list of winners and/or copies of the Official Competitions Rules, send a self-addressed, stamped envelope to: [Brand USA](#), Attn: Suzana Shepard, 1725 I St. NW, Suite 800, Washington, DC 20006. All such requests must be received within six (6) weeks after the end of the Competitions. These Official Rules will be posted on the Website during the Competitions Period. All questions regarding the Competitions can be referred to Suzana Shepard, Brand USA at [SShepard@TheBrandUSA.com](mailto:SShepard@TheBrandUSA.com)