

**Travelzoo**  
**"Nominate a Friend Who Has Made a Difference" Contest 2020**  
**Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.** The "Nominate a Friend Who Has Made a Difference", Contest (the "Contest") is governed by these official rules. This Contest is organized, sponsored and administered by Travelzoo (Canada) Inc. The information you provide will be used for this Contest and is subject to the terms below and Travelzoo's privacy policy, <https://www.travelzoo.com/ca/privacy/>. By participating in the Contest, you acknowledge and agree to be bound by all of the terms and conditions stated herein.

**1. ELIGIBILITY:**

This Contest is open to all legal residents of Canada (excluding Quebec and where prohibited by law) who are over the age of 18 and have reached the age of majority in their province or territory of residence at the time of entry. Employees of Travelzoo, and its parent companies, subsidiaries, affiliates, partners, dealers, advertising and promotion agencies, as well as their immediate families regardless of where they live (spouse, child, sibling, parent or grandparent), and household members of such employees are not eligible to participate. Travelzoo reserves the right to verify eligibility qualifications of the winners.

**2. SPONSOR:**

Travelzoo (Canada) Inc. ("Sponsor")  
Suite 2301 – 250 Yonge St., Toronto ON M5B 2L7

**3. CONTEST PERIOD:**

The Contest begins on Friday May 29, 2020 at 9:00AM EST and ends Friday, June 12, 2020 at 11:59 PM EST (the "Contest Period").

**4. HOW TO ENTER:**

To enter, entrants must fill out the entry form and follow all entry instructions to complete the entry form in its entirety and submit via the methods set out below.

The Contest is open to Travelzoo members with an existing valid Travelzoo account or who join Travelzoo online through [www.travelzoo.com/ca/](http://www.travelzoo.com/ca/) and confirm their free membership by clicking on the link in the confirmation email. Email membership is always free and email subscription preferences can be changed at any time.

There are two methods to enter:

1) Online

Each entrant must:

- Visit [travelzoo.ca/sweepstakes](http://travelzoo.ca/sweepstakes) and follow all entry instructions to complete the entry form in its entirety and submit.
- Only entries received prior to the end of the Contest Period will be eligible to win a Prize.

## 2) By Mail

Hand-print your name, address, day and evening phone numbers, email address, and date of birth on a 3" x 5" piece of paper and mail it, to Travelzoo "Nominate a Friend Who Has Made a Difference Contest", 250 Yonge St., Suite 2301, PO Box 11, Toronto, ON, M5B 2L7. You will receive one (1) entry into the Promotion. Limit: One (1) entry per envelope. All mail-in entries must be handwritten and must be postmarked and received by October 31, 2018. All entries become the property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage due entries, which will be disqualified.

### **ENTRY GUIDELINES:**

Entries cannot defame, misrepresent or contain disparaging remarks about Sponsor or any of their products or people or communicate messages inconsistent with the positive images and/or goodwill to which Sponsor, in Sponsors sole discretion. Entries that are not in accordance with the guidelines as stated herein or are not received during the Contest Period will be ineligible, in Sponsors sole discretion.

**Limit:** One (1) original entry per person regardless of whether entrant has more than one email address. All entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, forged, garbled or mechanically or electronically reproduced. If it is discovered by Sponsor (using any evidence or other information made available to, or otherwise discovered by, Sponsor) that any person has attempted to use (or attempt to use) multiple names, identities, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to enter the Contest other than as indicated herein or to otherwise participate in or disrupt this Contest, he/she may be disqualified from the Contest in the sole discretion of Sponsor.

Sponsor reserves the right, in its sole discretion, to require proof of identity and/or eligibility (in a form acceptable to Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an entrant's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of an entry entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason Sponsor deems necessary, in their sole discretion, for the purposes of administering this Contest in accordance with these Official Rules. Failure to provide such proof to the satisfaction of Sponsor in a timely manner may result in disqualification of the entrant, in the sole discretion of Sponsor.

All entries shall become the property of Sponsor and none shall be returned.

### **5. PRIZE WINNER SELECTION AND WINNER ANNOUNCEMENT**

All valid entries received during the Contest Period will be entered into the Contest. The potential winner will be determined in a random drawing by computer to be held on or about Friday, June 12, 2020. The Prize (as defined below) is subject to the terms and conditions set forth in these Official Rules. Odds of winning depend on the number of eligible entries received.

Before being declared a winner, the potential winner selected through the random drawing will also be required to correctly answer a skill-based test question within a limited time-period, to be administered

via phone or email, to be eligible to receive the Prize. Not providing the answer within the required time period, providing an incorrect or incomplete answer, or noncompliance with the terms of administration of the test question will result in disqualification of the potential winner and an alternate winner being selected.

The winner will be notified by email on or around Friday, June 12, 2020. Two (2) attempts maximum will be made, and a response back to Sponsor must be received within forty-eight hours (48) hours of notification to confirm acceptance of the prize, as well as the correct answer to the skill-testing question. The winner is subject to verification, including verification of age. The winner will also be required to complete, sign and return a Prize Declaration and Release (a "Release") within seven (7) days of notification to claim the Prize. If any of the potential winners cannot be contacted or fail to sign and return the Release within the required time period, such potential winner forfeits the Prize. Receiving the Prize is contingent upon compliance with these Official Rules. If the potential winner is disqualified for any reason, an alternate will be selected from remaining eligible entries. Sponsor shall be fully and completely released and discharged from liability or responsibility in this regard. The winner will be announced by Sponsor at a later date. The decisions of the random drawing shall be final in all respects.

**6. PRIZES:** There are two (2) prizes (the "Prize") available to be won in connection with the Contest. The Prize consists of one (1) \$100 CAD Travelzoo gift code to use towards purchasing a Travelzoo voucher valid on offers at [travelzoo.ca/gifts](http://travelzoo.ca/gifts). Total award value is \$100 CAD. Winner agrees that Sponsor will not be responsible for payment of any expenses or other costs beyond those included within the Prize description. The Prize must be accepted as awarded, without substitution, and is not transferrable, refundable, for resale or convertible to cash.

## **7. GENERAL CONDITIONS**

The Prize is non-transferable, and no cash equivalent or substitution of prize is offered, except at the sole discretion of Sponsor. If the Prize, or any portion thereof, cannot be awarded for any reason (including, but not limited to the event is cancelled for any reason), Sponsor reserves the right, in its sole discretion, to either substitute the prize with another prize of equal or greater value or to pay the total approximate value of \$100 CAD to the winner. The Prize will be awarded only to residential addresses within Canada (except in the Province of Quebec). Participants or winners may be disqualified for any attempt to tamper with any aspect of the Contest, or these Official Rules. Sponsor reserves the right to remedy any such action, disruption, or circumvention in a manner, determined solely by Sponsor that is fair and equitable to Contest participants.

Sponsor reserves the right, in its sole discretion, to void, modify, terminate or suspend this Contest (or any portion thereof) should fraud or any unauthorized human intervention or other causes beyond the reasonable control of Sponsor corrupt or impair the administration, security, fairness or proper play of the Contest. By participating in this Contest, entrants understand and agree to abide by these Official Rules which are final and binding and to the decisions of Sponsor with respect to all aspects of the Contest, which are final; and to accept the prize as awarded, with no substitution.

For Online Entries: Sponsor is not responsible for faulty, incorrect or mis-transcribed transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind including any injury or damage to any person's computer related to or resulting from participating in or experiencing any materials in connection with the Contest, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in the

Contest. Sponsor reserves the right to cancel or modify the Contest if fraud, misconduct or technical failures destroy the integrity of the program; or if a computer virus, bug, or other technical problem corrupts the administration or security of the program as determined by Sponsor, in its sole discretion. In the event of termination, a termination notice will be posted online, and Sponsor will select Contest winners from all eligible entries received up to the time of termination or modification, and entries will be judged from among all eligible Contest entries received prior to termination. Any damage made to the Contest site will be the responsibility of the authorized email account holder of the email address submitted at the time of entry. Proof of submitting an entry will not be deemed to be proof of receipt by Sponsor. Any use of robotic, automatic, or programmed methods of participation/voting will void all such submissions/votes by such methods. Sponsor reserves the right to prohibit the participation/voting of an individual if fraud or tampering is suspected or if the account holder fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.

In the event of a dispute regarding the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the email address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. Sponsor, their affiliate companies, parents, subsidiaries, divisions, officers, directors, and agents are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof; or (iii) any personal injury or property damages (including, but not limited to, any injury to a person's computer) or losses of any kind resulting from or arising from participating in the Contest.

The decisions of Sponsor and any independent judging organization or computer program are final and binding in all matters relating to the Contest. Failure to comply with these Official Rules may result in disqualification from the Contest. Sponsor reserves the right to: (i) permanently disqualify from any Contest any person it believes has intentionally violated these Official Rules; and (ii) withdraw the online method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Contest), and to select a winner from among all eligible entries received prior to withdrawal.

**Legal Warning:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE THIS WEBSITE OR INTERFERE WITH THE OPERATION OF THE CONTEST, CAN BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**Disputes:** Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Toronto, Canada. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of Sponsor in connection with

the Contest, shall be governed by, and construed in accordance with the laws of each Province and any applicable federal laws without giving effect to any choice of law or conflict of law rules (whether of each Province or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than such Province or federal laws. The remedy for any claim shall be limited to actual damages that consist of actual out of pocket costs not to exceed the prize value of \$100 CAD, and, to the fullest extent permitted by law, in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief.

THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER SOUNDING IN CONTRACT OR TORT AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

**Privacy.** Personal information collected from online entrants is subject to the terms of these Official Rules and Travelzoo's Privacy Policy, which can be found at <http://www.travelzoo.com/ca/privacy/>. Except where legally prohibited, participation in this Contest constitutes a winner's consent to Sponsor, TJK and each of their respective affiliates to the use of his/her name, likeness, photograph, voice, image, opinions and biographical information for promotional purposes in any media (now known or hereafter discovered), worldwide, without additional compensation (payment or consideration).

Winner is responsible for all federal, provincial, and local taxes associated with winning a prize. If a prize notification or prize is returned as undeliverable, if selected winner does not return the Release or respond by the provided deadline, cannot accept or receive the prize for any reason, or if winner is found to be ineligible or not in compliance with these Official Rules, that winner will be disqualified, and the prize may be awarded to an alternate winner. Upon disqualification or should winner choose not to accept the prize, no compensation will be given.

## **8. LIMITATIONS OF LIABILITY AND RELEASE**

By participating in this Contest and/or by receiving the Prize, the winner agrees to release and hold harmless Sponsor and each of their respective parents, subsidiaries and affiliates and all of their respective officers, directors, employees, shareholders, representatives and agents (collectively, "Released Parties") from and against any and all liability whatsoever; including without limitation legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, damages, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light) resulting from this Contest or with the announcement, acceptance, merchandise delivery, ownership, use or misuse of prize, and/or other errors in these terms and conditions. The Released Parties are not responsible for; theft, destruction, loss or unauthorized human intervention in any part of the entry process or the Contest; any incomplete or inaccurate information that is entered by the entrant; technical or human error which may occur in the administration of the Contest or the processing of entries; technical failures of any kind, including, but not limited to malfunctions, interruptions, network disconnections in hardware or software; failure of an e-mail to be received by or from Sponsor for any reason, including but not limited to traffic congestions on the internet or at any website or combination thereof or technical incompatibility; damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Contest or technical, pictorial, typographical or editorial errors or omissions herein.

ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS CONTEST, BUT IN NO EVENT SHALL SUCH EXCEED THE PRIZE VALUE OF \$100 CAD. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEYS' FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICE AND/OR THE CONTEST, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSION.

**Official Rules Request:** To request a copy of the Official Rules, send a self-addressed, stamped envelope to: Travelzoo "Nominate a Friend Who Has Made a Difference Contest", Contest Official Rules Request, 250 Yonge St., Suite 2301, PO Box 11, Toronto, ON, M5B 2L7.

Void in Quebec and where prohibited by law. Sponsor reserves the right to cancel, terminate, modify or suspend the Contest for any reason, without any prior notice to any entrant.

This Contest is in no way sponsored, endorsed, or administered by, or in association with, Facebook.