

Spread Your Wings Contest
FIJI Water of Canada Ltd. - social media
Official Terms & Conditions

No purchase necessary to enter or win. A purchase will not increase your chances of winning.

1. Contest Period:

The **Spread Your Wings Contest** (the “**Contest**”) is sponsored by FIJI Water of Canada Ltd. (“**Sponsor**”). The Contest begins **on November 30, 2022, beginning at 9:00 a.m. ET and ends on December 20, 2022, at 11:59 p.m. ET** (the “**Contest Period**”). All times in these Official Rules reflect Eastern Time (“**ET**”).

2. Eligibility: The Contest is open to residents of Canada who have reached the age of majority in their jurisdiction of residence at the beginning of the Contest Period (each eligible person, an “**Entrant**”) except for: (a) persons who, at the beginning of the Contest Period, are or become employees, representatives or agents of Sponsor or the Contest Administrator (as defined below), or of any of Sponsor’s or the Contest Administrator’s respective parent companies, advertising, promotion and public relations agencies, service agencies or independent contractors; (b) individuals engaged in the development, production, distribution or supply of materials or prizes for the Contest; and (c) persons who are or purport to be an immediate family member (defined as spouse, dependent for federal income tax purposes, or step-, adoptive, foster, custodial or natural mother, father, sister, brother, daughter or son) of any person in any of the preceding categories, regardless of where they live, and any persons who reside in the same household, whether related or not, as any person in any of the preceding categories. By participating in the Contest, each Entrant (fully and unconditionally agrees to comply with and abide by these Official Rules and the decisions of Sponsor (the “**Contest Administrator**”), which shall be final and binding in all respects. **Instagram’s** servers shall serve as the official clock for the purposes of determining the time at which an Entry (as defined below) was received.

3. How to Enter: No purchase necessary. There is one way to enter the Contest:

Instagram: To enter the Contest, an Entrant must (i) ensure their Instagram account is valid and publicly visible during the Contest Period and until the prizes are awarded (i.e., is not set to a “Private Account” in Instagram’s settings) and is able to receive private messages; (ii) post a photo or video of themselves making an airplane pose as an in-feed post or story on their personal Instagram account; (iii) follow the Sponsor’s Instagram account @Fijiwater_ca; (iiii) tag the Sponsor’s Instagram account (@Fijiwater_ca) and (iv) include #fijiwatercontest as a text overlay to their video or at the beginning of their caption (each, an “**Entry**”).

Limit **one (1)** Entry per eligible person in the Contest. Your Entry must meet the Content Restrictions set out below to be eligible.

4. Entry Content Restrictions: By submitting an Entry, each Entrant agrees that their Entry conforms to the Content Restrictions as defined below (collectively, the “**Content**

Restrictions”) and that Sponsor and/or the Contest Administrator, in their sole discretion, may remove an Entry and/or disqualify an Entrant from the Contest if they believe, in their sole discretion, that the Entry fails to conform to the Content Restrictions of Instagram’s Terms of Use and Community Guidelines, or violates any provision of these Official Rules in any way.

Each Entry must comply with the following Content Restrictions:

1. An Entry cannot be sexually explicit or suggestive, profane or pornographic, or contain nudity.
2. An Entry cannot be derogatory or promote bigotry, racism, violence, hatred or harm against any group or individual, or promote any form of discrimination whatsoever (including, but not limited to, discrimination based on race, gender, religion, nationality, disability, sexual orientation or age).
3. An Entry cannot promote alcohol, drugs (illegal or otherwise), tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any political agenda or message.
4. An Entry cannot be inappropriate, indecent, obscene, offensive, hateful, tortuous, defamatory, slanderous or libelous, endorse any form of hate or hate group, or depict cruelty to persons or animals, or content which might be reasonably expected to shock, insult or offend the community, breach community standards of decency.
5. An Entry cannot defame, misrepresent, reflect unfavourably upon the name or reputation of Sponsor, its products, brands, services, employees, crew or customers, or other people (living or deceased), products or companies, or contain disparaging remarks about Sponsor or its products, brands, services, employees, crew or customers, or other people (living or deceased), products or companies.
6. An Entry cannot feature or otherwise mention competitors of Sponsor.
7. An Entry cannot use trademarks, logos or trade dress owned by others (other than Sponsor) or advertise or promote any brand or product of any kind (other than Sponsor’s). To the extent that the content includes or incorporates any trademarks, copyrights, likenesses, references, materials or other intellectual property belonging to third parties (collectively, **“Third Party Materials”**), Entrant shall be solely responsible and liable for his/her use of the Third Party Materials and Sponsor makes no representations or warranties regarding, and shall have no obligations relating to, the Third Party Materials.
8. An Entry cannot contain any personal information, such as license plate numbers, personal names, e-mail addresses or street addresses.
9. An Entry cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate.
10. An Entry cannot depict, and cannot itself, be in violation of any applicable law, regulation, guidelines, policies or social media platform terms of use.
11. An Entry cannot contain material that violates or infringes another’s rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement.
12. An Entry cannot contain any reference to, or likeness of, any identifiable individuals, including a celebrity, athlete, politician or other well-known individual, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their province/territory of residence.

Entries and content on an entrant's Instagram account represent the views and opinions of the individual entrant and do not reflect the views of Sponsor in any manner. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to Entrants.

5. WINNER SELECTION, NOTIFICATION AND OTHER CONDITIONS:

A. Winner Selection: One (1) potential winner will be selected in a random draw from among all eligible Instagram entries received during the Contest Period outlined in Section 1. The random draws will take place on or about December 22, 2022 ("**Draw Date**") at approximately 11:00 a.m. at the office of the Contest Administrator located at 1010 Sainte-Catherine O Suite 900, Montreal, QC H3B 5L1.

B. Skill-Testing Question: The Entrant selected as eligible to win a prize must correctly answer a mathematical skill-testing question, without electronic, mechanical or other assistance of any kind, to be administered by Sponsor and/or the Contest Administrator and/or their respective designee.

C. Other Information/Conditions: The (1) selected potential winning Entrant will be notified by the Contest Administrator or its designee by private message through Instagram within approximately two (2) business days following the Draw Date that they were selected as eligible to win a prize. The private message will contain a mathematical skill-testing question that the selected Entrant must correctly answer without any electronic, mechanical or other assistance. The selected Entrant will be asked to respond to the private message and provide their first and last name, address including city, province and postal code (no PO Boxes), Apt # (if applicable), email address, phone number as well as an answer to the skill-testing question within seventy-two (72) hours of delivery. The selected Entrant may also be required as a condition of winning a prize, at the sole discretion of Sponsor, to complete and accept the terms of a declaration and release (the "**Declaration and Release**"). The selected Entrant's guest will also be required to sign a Travel Companion Release form. If required, the selected Entrant must return a completed and signed Declaration and Release to the Contest Administrator or its designee in the manner and for receipt by the Contest Administrator or its designee within the time specified in the e-mail. The Contest Administrator or its designee will verify that the selected Entrant has correctly answered the skill-testing question, and, if required, that the Declaration and Release has been completed satisfactorily.

If the potential prize winner does not respond to the private message, provide the required information by the required time, is unable to receive private messages, has not correctly answered the skill-testing question within the deadline, does not return (if required) the signed Declaration and Release to the Contest Administrator or its designee, or fails to do so for receipt by the Contest Administrator or its designee by the required time, or in any other manner has not complied with these Official Rules, the Contest Administrator will declare the selected Entrant to be disqualified and they will be ineligible to receive the prize for which they were selected. The Sponsor will contact a backup potential winner for the prize. If the prize cannot be awarded, the prize will be forfeited and will not be awarded in the Contest. If, for any reason, an Entrant whose Entry is drawn is not declared the winner of the prize, then that potential prize winner will

not have any claim against the Sponsor, Contest Administrator or against any other person, firm or corporation in respect of the Contest or the prize.

6. Prize Information / Approximate Retail Value (ARV) / Odds Of Winning

One (1) Prize. The prize consists of two (2) roundtrip, economy class tickets from Vancouver International Airport (YVR) to Nadi International Airport (NAN) (\$3,710 CAD) and a 7 nights, 8 days hotel accommodation for two with breakfast for two (during the 7 night, 8 days of hotel accommodations) at Hilton Fiji Beach Resort (\$3,514 CAD), at the time of your choosing. The total approximate retail value of the prize is \$7,224 CAD. Prize value based on the mode retail price across Canada as of Nov 30, 2022. Odds of winning a prize will depend on the number of eligible Entries received during the Contest Period.

Terms and Conditions: The Grand Prize winner must arrange travel at least 60 days in advance and each winner and his/her travel companion must travel together on the same itinerary. Travel must be completed by December 31, 2023. All flights included in the Grand Prize are non-transferable and must be arranged with SPONSOR or its designated agents. Travel and accommodation are subject to availability; certain additional restrictions and blackout dates may apply at Sponsor's sole and absolute discretion. All other expenses (including, without limitation, any other air or ground transportation not listed above, meals not listed above, in-room or other personal charges at lodging, telephone calls, gratuities, incidentals, and applicable taxes) not specifically identified in these Official Rules are the sole responsibility of the Grand Prize winner and must be paid by the Grand Prize winner. Except where prohibited, an Entrant eligible to win the Grand Prize will be required to execute the Declaration and Release as well as any other documents which may be required by SPONSOR. The travel companion of the Grand Prize winner must be the age of majority in their jurisdiction of residence or older and must also sign a Travel Companion Release Form. The Grand Prize winner and his/her travel companion are responsible for securing valid passports and/or any additional required travel documents at their sole expense prior to travel. The Grand Prize winner and his/her travel companion are also responsible for meeting any other requirements for entry into the relevant destination, such as any health and safety requirements, including but not limited to proof of full COVID-19 by a Fiji recognized vaccine and travel insurance as outlined in <https://www.fijiairways.com/en-gb/book/travel-ready-hub/destination-ready> and <https://www.mcttt.gov.fj/fiji-entry-conditions/>. Actual value of the Grand Prize may vary depending on exact itinerary and based on fluctuations in price for any portion(s) of the Grand Prize at time of booking. Any difference between the stated approximate retail value ("ARV") and actual value of the Grand Prize will not be awarded. Any prize components that are not utilized will be forfeited. Any changes after reservations have been booked shall be the sole responsibility of the Grand Prize winners. The Promotion Entities are not responsible if the Grand Prize, or any part thereof, cannot be awarded due to cancellations, delays or interruptions due to any acts of God, action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, health epidemic, pandemic, quarantine restrictions, embargo, labor

dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond SPONSOR's sole control, and shall not be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the air carrier(s), hotel(s), or other transportation companies or any other persons providing any of these services and accommodations to passengers including any results thereof such as changes in services or accommodations necessitated by same.

7. Prize Restrictions / Prize Conditions:

(a) Winner is solely responsible for all federal, provincial, and/or local income taxes, sales tax, gift taxes, surcharges, service charges, processing and handling fees, and all other costs or expenses incurred in claiming a prize. Prize transfers are not allowed, except with the express consent of Sponsor (which may be withheld for any reason). Prize must be accepted as awarded and no substitutions, exchange, or conversion to cash will be made (except that, if for any reason a prize is not available, Sponsor, at its sole option may substitute a prize having an approximate retail value of no less than the approximate retail value of the prize).

(b) Subject to the provisions of these Official Rules, only the prizes described in Section 6 above will be available to be awarded in this Contest and in no event shall more than that number of each kind of prize be awarded. Any refusal by a prize winner to accept a prize, as awarded and in its entirety, hereby releases and forever discharges Sponsor and the Releases (as defined below) from all obligations to the prize winner related to the prize, including delivery of same, and the prize will not be awarded in the Contest.

(c) By participating in the Contest, the selected Entrant releases and agrees to indemnify and hold harmless Sponsor, the Contest Administrator, Instagram and each of their respective parent companies, subsidiaries, affiliates, related companies, franchisees, successors, assigns, local corporate and non-corporate advertising cooperatives, advertising, promotion and public relations agencies, service agencies and independent contractors, and all of those entities' respective directors, officers, employees, representatives and agents (collectively, the "**Releasees**") from and against any and all liability for any and all costs, injuries, losses or damages of any kind, including, without limitation, death and injury and property loss or damage, due in whole or in part, directly or indirectly, to participation in the Contest, or arising out of participation in any Contest-related activity, or due or related to the acceptance, receipt, use or misuse of the whole or any part of any prize or prize-related activity, or the use by Sponsor or its designees of any Entry or component thereof. The selected Entrant waives the right to assert as a cost of winning the prize any and all costs of verification and redemption or travel to redeem said prize, and any claim respecting liability and publicity that might arise from redeeming or seeking to redeem that prize. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, ON THE PART OF SPONSOR, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES AND CONDITIONS, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

(d) By participating in the Contest, the selected Entrant agrees to the use (but not the obligation to use) and disclosure by Sponsor of their name, photograph, voice, biographical information and image, along with (or without) their address (town/city and province/territory) and to the use (but not the obligation to use) by Sponsor of any statements made by or attributed to them in connection with the Contest, the prize, or both, in any and all media (including, without limitation, print, broadcast and Internet) now known or hereafter devised, worldwide, in perpetuity, in any language and throughout the universe for advertising, promotional, publicity or any other purposes as determined by Sponsor, in its sole discretion, in connection with the Contest and in other promotions conducted by Sponsor, or its parent, subsidiaries, affiliates or related companies, without further compensation, notice, approval or authorization, and hereby releases the Releasees from any claims or liability arising out of or with respect to such use and/or disclosure, if any.

(e) The Contest Administrator is not obliged to engage in any individual contact, or correspondence, with any person, except with the selected Entrant of the prize.

8. General Conditions:

(a) All decisions of Sponsor and the Contest Administrator concerning any matter involved in the Contest are final and binding in all respects, and all eligible persons who enter the Contest agree to abide by all of the instructions and decisions of Sponsor and the Contest Administrator. In the event of any dispute regarding the interpretation of any provision of these Official Rules, the decision or interpretation of Sponsor in that regard shall be final and binding upon all persons who enter the Contest.

(b) All Entries recorded in the Contest for any person are subject to verification by Sponsor and/or the Contest Administrator. Any Entry or Declaration and Release (if required), which, for any reason, is incomplete, altered, or contains false or misleading information is invalid and the person who submits such Entry or document will be disqualified for the applicable prize in the Contest. A selected Entrant must allow approximately up to four weeks following receipt by the Contest Administrator or its designee of the selected Entrant's answer to the mathematical skill-testing question, and, if required, of the Declaration and Release, for verification by the Contest Administrator or its designee of all matters relevant to that selected Entrant's Entry and Declaration and Release (if required), and up to eight weeks for delivery of the prize.

(c) Participation in the Contest is subject to Sponsor's Privacy Policy and to the Terms of Use of the Instagram. **If you do not agree to the privacy policy and terms of use of Instagram, do not enter the Contest, provide any information through Instagram or otherwise use Instagram as it relates to the Contest.**

(d) Releasees are not responsible for lost, late, incomplete, illegible, damaged, inaccurate, stolen, delayed, misdirected, failed or undelivered Entries, private messages, e-mails, or other transmissions; or Entries that contain an incorrect answer to the mathematical skill-testing question; or for lost, interrupted, failed, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, websites, telephone or cable transmissions, lines or other connections; or hardware or software malfunctions on computers or other electronic devices, or other technical failures or difficulties; or for transactions processed late or incorrectly due to computer or electronic malfunction; for

the failure, interruption or delay of any Entry or e-mail or private message or Declaration and Release or mail or courier delivery or other communication to be received, delivered or sent in connection with the Contest, for the security or privacy of information transmitted via computer/electronic device networks; or for any breaches of privacy due to interference by third party computer “hackers”, or other errors, difficulties, interventions, malfunctions, incompatibility, misconnection or miscommunication of any kind, whether human, virus, bug, mechanical, electronic, computer, network, typographical, printing or otherwise, relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of Entries, or in any Contest-related materials. Except where prohibited by law, none of the Releasees are responsible for any incomplete, incorrect or inaccurate information, whether caused by Instagram platform users, any equipment or programming associated with or utilized in the Contest, or by tampering or hacking (including the Instagram platform). None of the Releasees are responsible for injury or damage to any person's computer or other electronic device related to or resulting from participating in this Contest or from use of the Instagram platform (including but not limited to the corruption/loss/destruction of any information/data stored therein).

9. Governing Law:

(a) Except For Residents Of The Province Of Quebec, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of the Entrant or Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws in effect in the Province of Ontario and the federal laws of Canada applicable therein without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws. All eligible persons, Sponsor, the Contest Administrator, and all other parties hereby attorn to the jurisdiction of the courts of the Province of Ontario, sitting in the City of Toronto, Ontario, in respect of the determination of any matter or dispute arising under or in respect of the Contest or these Official Rules and agree that any such determination shall be brought solely and exclusively before such courts in the Province of Ontario.

(b) Quebec Residents: Residents of the Province of Quebec may submit any litigation respecting the conduct of this publicity Contest to the Régie des alcools, des courses et des jeux (the “**Régie**”) for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

10. Language Discrepancy: In the event there is a discrepancy or inconsistency between the English language version and any other language version of these Official Rules or any Contest materials, the English version shall prevail, govern and control. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

11. Disqualification/Force Majeure: It is the Entrant's responsibility to ensure that they have complied with the conditions contained in these Official Rules. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or interfering with the operation of the Contest, or with the enforcement or functioning of these Official Rules; to be acting in violation of these

Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt, undermine or corrupt the fair and proper administration, security or the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person. Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law, which may include banning or disqualifying persons from entering the Contest and any future contests conducted by Sponsor. A selected Entrant may be required to provide Sponsor and/or Contest Administrator with proof that the selected Entrant is the authorized account holder of an e-mail address or an Instagram account. The authorized account subscriber is the natural person who is assigned the account by Instagram. An authorized account holder of an e-mail address is the individual assigned to the e-mail address for the domain by an internet service provider, online service provider, wireless carrier or other organization (e.g., business, educational institute, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. In the event of a dispute regarding who submitted an Entry, the authorized subscriber of the Instagram account at the time of entry will be deemed to be the Entrant and must comply with these Official Rules. If a dispute cannot be resolved to Sponsor's satisfaction, the Entry will be deemed ineligible. No illegible, incomplete, forged, software-generated or other automated Entries will be accepted. Entries made by any other individual or any entity, and/or originating at any other mechanism, including but not limited to commercial contest subscription notification and/or entering services, will be declared invalid and disqualified for this Contest. Sponsor reserves the right, subject to the approval of the Régie with respect to residents of Quebec, without prior notice and at any time, to terminate the Contest, in whole or in part, or cancel, modify, amend, suspend or reinstate the Contest in any way, with no obligation or liability, subject to applicable law, if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions, viruses, bugs or any other cause or any nature which is beyond the reasonable control of Sponsor have destroyed, severely undermined, or adversely affected the security, integrity, feasibility and/or proper administration of the Contest. In the event Sponsor is prevented from continuing with the Contest as contemplated herein by any event beyond its control, or any federal, provincial or local government law, order, or regulation, or order of any court or jurisdiction, then Sponsor shall have the right to modify, amend, extend, suspend, or terminate the Contest. If the Contest is terminated before the designated end date, Sponsor will select winners in a random drawing from all eligible, non-suspect Entries received in the applicable Entry Period as of the date of the event giving rise to the termination. Sponsor will have no liability whatsoever if, for any reason, the Contest is not capable of running as planned or for any loss or damage incurred by any person as a result of participation in the Contest or related to or resulting from any material related to this Contest, or any other matter, occurrence, act or omission arising in respect of the Contest.

12. Entrant's Personal Information: Personal information will be collected, used and disclosed by Sponsor, the Contest Administrator and their respective designees for the purpose of administering the Contest in accordance with these Official Rules. By entering the Contest, each Entrant consents to the receipt of private messages to their Instagram account and other e-mail communications from the Contest Administrator or its designee in connection with the administration of the Contest.

13. Instagram: This Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram. Entrants understand that they are providing their information to Sponsor and not to Instagram. The information provided by Entrants will only be used

for the administration of this Contest and in accordance with Sponsor's privacy policy. Instagram is completely released of all liability by each Entrant in this Contest. Any questions, comments or complaints regarding this Contest must be directed to FIJI Water of Canada Ltd. and not to Instagram.

Sponsor: FIJI Water of Canada Ltd.

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