Rules for the MTLàTABLE Contest, presented in partnership with SWISS

CONTEST PERIOD

1. The MTLàTABLE Contest, presented in partnership with SWISS is being organized by Tourisme Montréal as part of the MTLàTABLE event, which will take place from November 1 to 11, 2018. The Contest begins at 10 a.m. on Wednesday, October 3, 2018, and ends at 4 p.m. (Montréal time) on Wednesday, October 31, 2018.

ELIGIBILITY

2. The Contest is open to all persons aged 18 years or older who reside in the Province of Quebec at the time of entry in the Contest except employees, representatives and agents of the Contest Organizers or of any company, subsidiary, trust or other legal entity controlled by or connected to the Contest Organizers or their advertising or marketing agencies; other persons directly connected to the organization of the Contest; and immediate family members (parents, siblings, and/or children), legal or common-law spouses and household members of the aforementioned categories of persons.

HOW TO ENTER

No purchase is necessary.

Contest participants must make a reservation at a MTLàTABLE participating restaurant prior to entering the Contest in order to be eligible to win a prize.

- 3. You can enter the Contest as follows:
- 3.1 Fill out the Entry Form on the MTLàTABLE website (https://mtlatable.mtl.org/en/contest-swiss).

LIMITS

4. Participants must comply with the following limits or risk being disqualified:

4.1 Limit of one (1) entry per person, per email address, per week during the Contest Period.

<u>PRIZES</u>

5. Four (4) winners will be drawn during the Contest Period, with one winner selected per week. The winners will be awarded the following prizes:

• MTLàTABLE set menu for two people at the restaurant previously selected by the participant (value of \$23, \$33 or \$43 per set menu, depending on the restaurant)

- Beverages, to a maximum total value of \$60 before taxes (e.g., bottle of wine, beer, water, etc.)
- One (1) gift offered by Swiss International Air Lines valued at \$75 and including:
 - One (1) bottle of Swiss wine
 - Chocolates served aboard flights operated by Swiss International Air Lines
- One (1) MONTRÉAL luggage strap
- Tax and tip on the two MTLàTABLE set menus and beverages up to a maximum of \$60

The winner shall be responsible for paying for any purchases exceeding the aforementioned price, as well as applicable taxes and tip amounts.

The prizes have no cash value and cannot be substituted, modified or transferred to another person.

DRAW

6. One eligible entry will be drawn from the week's entries every Wednesday in October (October 10, 17, 24 and 31, 2018), at approximately 1 p.m., at Tourisme Montréal's offices in Montréal.

7. **CHANCES OF WINNING.** The odds of being randomly selected to win a prize depend on the number of eligible entries received during the week (Wednesday to Wednesday).

DISTRIBUTION OF PRIZES

8. In order to be declared a winner and claim their prizes, individuals who are randomly drawn for a prize must:

8.1 Sign the Declaration Form and return it to Tourisme Montréal within fortyeight (48) hours of the winner being declared.

9. If a selected individual fails to meet one of the conditions outlined in these Rules, is not reachable during the predetermined time period or declines the prize, he or she will be disqualified and will not be eligible for the prize. If this occurs, the Contest Organizers may, at their discretion, cancel the prize or perform a new draw, in accordance with the procedure set out in these Rules, until a winner is declared.

10. Upon receipt of the duly signed Declaration Form, Tourisme Montréal shall send the prize to the winner.

GENERAL CONDITIONS

11. **Verification.** The Entry Form and Declaration Form may be verified by the Contest Organizers. If the Entry Form or Declaration Form is incomplete, illegible, fraudulent, saved or transmitted late, contains an invalid email address or telephone number, contains an incorrect answer to the skill-testing math question or is otherwise non-compliant, it may be rejected and the participant's entry to the Contest or eligibility for a prize may be withdrawn.

Tourisme Montréal reserves the right to verify with the participating restaurant, prior to officially confirming the winner, whether the person whose name was drawn has a reservation.

12. **Disqualification.** The Contest Organizers reserve the right to disqualify anyone, or to cancel their entry, should this person participate, or attempt to participate, in the Contest using any means other than those set out in these Rules, or in a way that may be unfair to other participants (e.g. entries exceeding the allowable limit, hacking, etc.). Such individuals may be required to appear before the competent legal authorities.

13. **Operation of the Contest.** Any attempt to deliberately damage the Contest website and/or related website or to sabotage the legitimate operation of the Contest constitutes a violation of civil and criminal law. If any such attempts are carried out, the Contest Organizers reserve the right to reject the participant's entries and to seek redress under the law.

14. **Acceptance of prize.** The Prize must be accepted as described in these Rules. Under no circumstances may the Prize be substituted or transferred, in whole or in part, to another person.

15. **Limitation of liability: Use of prize.** By participating in this Contest, all participants selected for a prize agree to hold harmless the Contest Organizers, their affiliated companies, trusts or other legal entities under their control, as well as their advertising and promotional agencies, employees, agents and representatives (the "Beneficiaries"), for any damages arising from the receipt or use of the prize.

16. **Limitation of liability: Supplier of the prize.** Any participant selected for a prize acknowledges that, upon issuance of the prize, any obligations related to the prize become the responsibility of the supplier of the services that constitute the prize.

17. **Contest website functionality.** The Contest Organizers do not guarantee in any way that the Contest Website will be accessible or functional without interruption during the Contest Period, or that it will be free of any errors.

18. **Limitation of liability: Contest functionality.** The Beneficiaries shall not be held liable for: computer, software or communication line problems related to the loss or

absence of network communications or any transmission that is faulty, incomplete, incomprehensible or deleted by a computer or network, and which may limit or prevent any person from participating in the Contest. Furthermore, the Beneficiaries shall not be held liable for any damage or loss caused, directly or indirectly, in whole or in part, by the use of any webpage, software or other material related to participation in the Contest.

19. **Changes to the Contest.** The Contest Organizers reserve the right, in their sole discretion, to cancel, end, amend or suspend this Contest, in whole or in part, in the event of any incident or human intervention that alters or influences the administration, security, fairness or proper conduct of this Contest as stipulated in these Contest Rules, subject to the approval of the Régie des alcools, des courses et des jeux du Québec, if required.

20. **Termination of the Contest.** If, for any reason, the computer system is unable to record all Contest registrations during the Contest Period, or if the Contest must be terminated, in whole or in part, prior to the end date indicated in these Rules, a winner may be drawn, at the Contest Organizers' discretion, at random among the registrations that were duly recorded during the Contest Period or, if need be, up until the date the Contest was terminated.

21. **Prize limitation.** Under no circumstances shall the Contest Organizers be required to award more prizes than what is indicated in these Rules.

22. **Limitation of liability: Entry in the Contest.** By entering, or attempting to enter, this Contest, participants agree to release the Beneficiaries from any liability for any damage resulting from their participation or their attempt to participate in the Contest.

23. **Authorization.** By entering this Contest, all selected participants grant the Contest Organizers and their representatives the right to use his or her name, photograph, likeness, voice, place of residence and/or prize statement, without any compensation.

24. **Communication with participants.** No communication or correspondence will be exchanged with contest participants other than as outlined in these Rules or at the initiative of the Contest Organizers.

25. **Personal information.** Personal information collected during this Contest will only be used for the purposes of administering the Contest. No communication, commercial or otherwise, unrelated to this Contest will be sent to a participant without his or her consent.

26. **Property.** The Declaration Form and Release from Liability Form are the property of the Contest Organizers and under no circumstances shall be returned to participants.

27. **Participant identification.** For the purposes of these Rules, the participant is the person whose name appears on the Entry Form available via the Contest tab of the MTLàTABLE website and this is the person to whom the prize shall be issued if the person is selected and declared a winner. Prizes are not transferrable to another person.

28. **Decisions by the Contest Organizers.** Any decisions made by the Contest Organizers or their representatives relating to this Contest are final and may not be appealed, subject to rulings by the Régie des alcools, des courses et des jeux du Québec on any matters under its jurisdiction.

29. **Disputes.** Any dispute regarding the organization or the conduct of this Contest may be submitted to the Régie des alcools, des courses et des jeux du Québec for a ruling. Any dispute regarding the awarding of a prize may also be submitted to the Régie for the sole purpose of attempting to reach a settlement.

30. **Divisibility of clauses.** Should any clause in these rules be declared or deemed illegal, unenforceable or invalid by a competent court, it shall be considered invalid. However, all other unaffected clauses shall continue to be applied within the limits of the law.

31. **Facebook.** This Contest is not associated with, managed by or sponsored by Facebook. Any information provided when entering the Contest is provided to the Contest Organizers and not to Facebook. Any questions, comments or complaints about the Contest should be submitted to the Contest Organizers and not to Facebook. Neither Facebook nor any of its associated companies, board members, senior management, agents or employees may be held liable for any claims related to the organization of this Contest. However, by entering the Contest, participants agree to abide by the terms and conditions of use, agreements, other policies and/or guidelines governing the Facebook platform, and the Beneficiaries shall not be liable for any damage that results from the use of this platform.

32. **Language.** In the case of discrepancy between the French and English versions of these Rules, the French shall prevail.