

OFFICIAL CONTEST RULES

MOMENTS WORTH A MILLION MILES CONTEST (the “Contest”)

This Contest is only open to Aeroplan® Members who are residents of Canada and is governed by Canadian law.

1. **SPONSOR.** The sponsor of this Contest is Aimia Canada Inc. (“Aeroplan” or “Sponsor”).
2. **SOCIAL PLATFORMS.** The Contest is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter or Instagram (each, a “Social Platform”). Each Social Platform is hereby completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to a Social Platform. You may only use your personal Social Platform account(s) to participate in this Contest.
3. **CONTEST PERIODS.** The Contest has five (5) contest periods referred to collectively as “Contest Periods” or individually as a “Contest Period”. See table below for the start date and end date for each Contest Period.

Contest Period	Start date	End date
1	August 14, 2018 at 12:00:01 am EST	August 20, 2018 at 11:59:59 pm EST
2	August 21, 2018 at 12:00:01 am EST	August 27, 2018 at 11:59:59 pm EST
3	August 28, 2018 at 12:00:01 am EST	September 3, 2018 at 11:59:59 pm EST
4	September 4, 2018 at 12:00:01 am EST	September 10, 2018 at 11:59:59 pm EST
5	September 11, 2018 at 12:00:01 am EST	September 17, 2018 at 11:59:59 pm EST

4. **ELIGIBILITY.** This Contest is open to all active Aeroplan Members who are (i) residents of Canada and (2) have reached the age of majority in their province or territory of residence. Employees, representatives and agents (and any individual domiciled with any such person, whether or related or not) of the Sponsor, its affiliates, their respective advertising or promotion agencies, the contest judges, contest prize suppliers, and any other entity engaged in the development, execution or administration of the Contest (including without limitation any entity involved in the development, production; or distribution of materials in connection with the Contest (collectively, the “Contest Parties”) are not eligible to enter the Contest.
5. **HOW TO ENTER. NO PURCHASE NECESSARY.** The Contest is offered via the Internet. Below are the three (3) ways to enter the Contest during the Contest Periods:
 1. Facebook: To enter the Contest, (i) login in to your personal Facebook account; visit www.facebook.com/aeroplan, locate the Contest post (the “Post”) that includes a hyperlink to these official Contest rules (the “Rules”) during the Contest Period; (ii) post a unique and original picture or video of a recent trip (a “Photo or Video”) on Aeroplan’s Facebook page; and (iii) hashtag #withAeroplan (collectively, a “Facebook Entry”).
 2. Twitter: To enter the Contest via Twitter, (i) login to your personal, public Twitter account (not protected) during the Contest period; (ii) publish a tweet that tags Aeroplan’s Twitter account by including @Aeroplan in the tweet and post/tweet a Photo or Video of a recent trip; and (iii) hashtag #withAeroplan (collectively “Twitter Entry”).

3. Instagram: To enter the Contest via Instagram, (i) login to your personal, public Instagram account (not protected) during the Contest Period; (ii) post a Photo or Video that tags Aeroplan's Instagram account by including @aeroplan in the post of a recent trip; and (iii) hashtag #withAeroplan (collectively "**Instagram Entry**").

Collectively, the Facebook Entries, Twitter Entries and Instagram Entries will be referred to as "**Entries**" and individually as an "**Entry**".

To be eligible, all content and materials associated with your Entry (regardless of the method of entry) (collectively, the "**Submission**") must: (i) be submitted and received in accordance with these Rules during the Contest Period; (ii) include all required components and materials noted above; (iii) comply with these Rules, including, but not limited to, the Submission Requirements listed below; and (iv) comply with the terms, rules, policies and guidelines of the applicable Social Platform (i.e. Facebook, Twitter or Instagram, as applicable) (the "**Social Platform Rules**") (all as determined by the Sponsor in its sole and absolute discretion). By participating in this Contest, including without limitation submitting an Entry, you signify that you have read and agree to be legally bound by these Rules.

6. **SUBMISSION REQUIREMENTS:** BY SUBMITTING AN ENTRY, YOU AGREE THAT THE ENTRY (AND EACH INDIVIDUAL COMPONENT THEREOF) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES (DEFINED BELOW) WILL BEAR NO LEGAL LIABILITY REGARDING THE USE OF YOUR ENTRY. THE RELEASED PARTIES (DEFINED BELOW) SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THESE RULES. Your Submission must never have been previously selected as a winner in any other contest. By participating in the Contest, each entrant warrants and represents that his/her Submission:

- i. is original to him/her and that the entrant has all necessary rights in and to the Submission to enter the Contest;
- ii. does not violate any law, statute, ordinance or regulation;
- iii. does not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their jurisdiction of residence (note: if you cannot obtain the consent of an individual appearing in your Submission, then he/she must be completely deleted from your Submission);
- iv. will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims for payment whatsoever; and
- v. is not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups (including, without limitation, any competitors of the Sponsor); content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of the Sponsor; any identifiable third party products, trade-marks, brands and/or logos, other than those of the Sponsor (e.g. any clothing worn and/or products appearing in your Submission must not contain any visible logos, trade-marks or other third party materials unless the appropriate consents have been obtained --- note: all identifiable third party

products, trade-marks, brands and/or logos for which consent has not been obtained by the entrant must be blurred out so as to be unrecognizable); conduct or other activities in violation of these Rules; and/or any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

The Sponsor may screen your Submission. The Sponsor reserves the right, in its sole and absolute discretion, to edit or modify any Submission, or to request an entrant to modify, edit and/or re-submit his or her Submission, in order to help ensure that the Submission complies with these Rules, or for any other reason.

By entering the Contest and submitting an Entry, each entrant: (i) without limiting the applicable Social Platform Rules, grants to the Sponsor, in perpetuity, a worldwide non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her Submission, in whole or in part, for administrating, advertising or promoting the Contest or for any other reason, in any type of media; (ii) waives all moral rights in and to his/her Submission in favour of the Contest Parties; and (iii) agrees to release and hold harmless the Released Parties (defined below) from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other cause of action that relates in any way to his/her Submission, including, without limitation, any intellectual property related cause of action. For greater certainty, the Sponsor reserves the right, in its sole and absolute discretion and at any time during the Contest, to modify, edit or remove any Submission, or to request an entrant to modify or edit his or her Submission, if a complaint is received with respect to the Submission, or for any other reason.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND FOR GREATER CERTAINTY BY ENTERING THIS CONTEST, EACH ENTRANT AGREES THAT, THE SPONSOR OR ITS DESIGNATED REPRESENTATIVES(S) CAN POST HIS/HER NAME AND PHOTO OR VIDEO. IMAGE REGARDING THE CONTEST, PLACE OF RESIDENCE ON ANY OF AEROPLAN'S SOCIAL MEDIA CHANNELS OR IN ANY TYPE OF MEDIA, WORLDWIDE, IN PERPETUITY AND FOR ANY PURPOSE (INLCUDING WITHOUT LIMITATION FOR PROMOTIONAL PURPOSES) WITHOUT ANY FORM OF REMUNERATION.

For the purposes of this Contest, the entrant is the person who is the holder of the Facebook, Twitter and/or Instagram account(s) used to submit the Entry in question. It is to this individual that a Prize will be awarded if selected and confirmed as a winner in accordance with these Rules.

- 7. PRIZES.** There are a total of five (5) prizes available to be won during the Contest. One (1) weekly prize of one million (1,000,000) Aeroplan Miles each (a “**Prize**”) is available to be won for each Contest Period. Aeroplan reserves the right, at its sole and absolute discretion, to substitute the prizes for prizes of approximately equal or greater retail value, at any time and for any reason, including, without limitation, by way of cash award. The Prizes must be accepted as awarded. The Prizes may not be sold, substituted, transferred, exchanged and/or convertible to cash. All characteristics and features of the Prizes, except as otherwise explicitly stated above, are at the Sponsor's sole and absolute discretion. Limit of one (1) Prize per person.

Aeroplan Miles have no cash value but are redeemable under the Aeroplan Program for flights and other rewards. The retail value of rewards obtained using Aeroplan Miles will vary depending on the Aeroplan reward schedules and other factors, details of which may be found at www.aeroplan.com. Aeroplan Miles may be redeemed only in accordance with the Aeroplan Program terms and conditions, which are subject to change without notice. Taxes, landing and departure fees, and other charges and surcharges may apply to Aeroplan reward travel, and are the sole responsibility of the winner. Full terms and conditions of the Aeroplan Program are available on-line at www.aeroplan.com.

8. **DRAWS.** A draw for each of the five (5) Contest Periods will take place (collectively the “**Draws**” and each a “**Draw**”). In each Draw, one (1) winner will be randomly drawn from all eligible entries received during the applicable Contest Period. For greater certainty, any unselected Entries in any given Draw will carry over into any subsequent Draw(s). Prize draws will be held at the office of Aeroplan at 525 Viger Avenue West, Suite 1000, Montreal, Québec, H2Z 0B2, at approximately 12:00 pm EST the day after the last of the applicable Contest Period from all eligible entries receives as follows:

Contest Period	Draw date
1	August 21, 2018 at 12:00:01 pm EST
2	August 28, 2018 at 12:00:01 pm EST
3	September 4, 2018 at 12:00:01 pm EST
4	September 11, 2018 at 12:00:01 pm EST
5	September 18, 2018 at 12:00:01 pm EST

Odds of winning a Prize will depend upon the total number of eligible Entries received in accordance with these Rules prior to the applicable Entry Deadline.

HOW TO WIN AND CLAIM A PRIZE. Each potential Prize winner will be notified by direct message or other form of notification sent to the social media account used to submit the selected Entry and instructed on how to claim his/her prize. Each potential Prize winner is solely responsible for ensuring his/her social media account settings are set such that he/she is able to receive such notification messages from the Sponsor. To be declared a winner, each potential Prize winner must: (i) correctly answer a time-limited, mathematical skill-testing question without assistance of any kind, whether mechanical or otherwise (which may at the Sponsor’s sole and absolute discretion, be administered by phone, email or the Sponsor’s full declaration and release form); (ii) be enrolled in the Aeroplan program and hold a valid Aeroplan card number; sign and return within the time stipulated by the Sponsor, a full declaration and release form stating that, among other things, he/she has read and understood these Rules, grants all consents required, authorizes the Sponsor to broadcast, publish, disseminate and otherwise use his/her name, city/town/village and province/territory of residence, photograph, voice and other likeness, in connection with any promotion and/or publicity, and/or for general news, entertainment and/or information purposes at no additional compensation to the potential winner, beyond the awarding of or participation in the Prize, assigns all intellectual property, including copyright, in and to his/her Submission to the Sponsor, waives all his/her moral rights in and to his/her Submission in favour of the Sponsor, agrees to indemnify the Released Parties (defined below) against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Submission, accepts the Prize as awarded and releases the Contest Parties and each of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the “**Released Parties**”) from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; (iii) otherwise comply with these Rules.

Entrants who have not complied with these Rules (as determined by the Sponsor in its sole and absolute discretion) will be disqualified. If a potential Prize winner cannot receive, or does not respond to, the Sponsor’s notification or verification messages within twenty four (24) hours of being sent such message(s), such potential Prize winner will be disqualified and forfeits any rights to a Prize and the Sponsor may, at its sole and absolute discretion, select by random draw another eligible entrant from among the remaining eligible Entries (in which case the foregoing provisions of this section shall apply to such new potential Prize winner). Potential winners must allow four (4) to six (6) weeks from the date of the applicable Draw for notification and verification protocols to be completed. The Released Parties will not be responsible for failed attempts to notify potential Prize winners.

9. **PUBLICITY:** By accepting a Prize, each confirmed winner authorizes the Sponsor (and its designated representative(s)) to reproduce, publish, distribute and otherwise use the winner's name, address, photograph, voice, image and any other likeness and any declaration made about the Contest in any type of media, worldwide, in perpetuity and for any purpose (including without limitation for promotional purposes), and this, without any form of compensation.
10. **ADDITIONAL CONDITIONS OF PARTICIPATION.** By participating in this Contest, each entrant accepts and agrees to be legally bound by these Rules and all decisions of the Sponsor (and its representative(s)), which shall be final and legally binding on entrant in all matters relating to this Contest. All entries become the property of Aeroplan and will not be returned. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.
11. **LIMITATION OF LIABILITY.** By entering this Contest, each entrant acknowledges and agrees that the Released Parties: (i) shall have no liability of any kind whatsoever with respect to this Contest and/or the awarding or use of the Prizes, (ii) makes no warranty, guaranty or representation of any kind concerning the Prizes, (iii) disclaims any implied warranty, and (iv) are not liable for injury, loss or damage of any kind resulting from the entrant's acceptance or use of the Prize (if applicable) or otherwise from such entrant's participation in this Contest. Released Parties will not be liable for: any failure of any social media platform during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry, Submission or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Contest; and/or (v) any combination of the above. The Contest Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the "**Régie**") in Quebec, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Contest Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud or technical failure. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest in any way (as determined by Contest Sponsor in its sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, the Contest Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Contest Sponsor, subject only to the approval of the Régie, reserves the right to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. The Sponsor reserves the right, subject only to the approval of the Régie, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant or Entry with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Contest Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.
12. **GOVERNING LAW.** All issues and questions concerning the construction, validity, interpretation and enforceability of these official contest rules, or the rights and obligations of an entrant and Aeroplan in connection with the Contest, shall be governed by and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein.

FOR QUEBEC RESIDENTS. Any litigation respecting the conduct or organization of this Contest may be submitted 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 board only for the purpose of helping the parties reach a settlement. Subject only to the foregoing,

13. **PERSONAL INFORMATION.** By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representative(s), storing , sharing and using the personal information submitted with his/her Entry for the purpose of administrating the Contest in accordance with the Sponsor’s privacy policy (available at www.aeroplan.com/PrivacyPolicy). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of his/her personal information.

14. **LANGUAGE.** In the event of any discrepancies between the English language rules and any French language rules for this Contest, the English rules shall prevail, govern and control. In the English language rules and disclosures or other statements contained in any Contest related materials, including but not limited to any social media, point of sale, television, print or online advertising, the terms and conditions of the English language rules shall prevail, govern and control.

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