RULES AND REGULATIONS
“FLY AWAY TO JAMAICA” CONTEST
BY BOUTIQUE LA VIE EN ROSE INC™

1. CONTEST DESCRIPTION AND PARTICIPATION

1.1 Contest Start Date: The “Fly away to Jamaica” contest by La Vie en Rose (the “Contest”) will start on August 22, 2016 at 10:00 am EDT.

1.2 Contest Closing Date: The deadline for entering the Contest is September 25, 2016 at 11:59 pm EDT.

1.3 Draw: The prize to be awarded pursuant to this Contest (as described in these Rules and Regulations) will be awarded to one (1) winner of a random draw from among eligible contest entries (the “Winner”). The draw will take place on October 10, 2016, at approximately 2:00 pm EDT, at 4320 Pierre-de-Coubertin, Montreal, Quebec (the “Draw”). The odds of being (randomly) selected to win the prize will depend on the total number of eligible entries received during the duration of the Contest.

1.4 Sponsor: The Contest sponsor is Boutique La Vie En Rose Inc. (“La Vie en Rose”).

1.5 Eligibility: No purchase necessary. Contest participants must reside in Canada and have reached the age of majority in their province of residence at the time they enter the Contest. This Contest is not open to employees of La Vie en Rose or its affiliated companies, its affiliated sponsors, its advertising and promotion agencies, any person who resides with any of these individuals, or any member of their respective families living under the same roof.

1.6 How to Participate: To participate in the Contest, participants must register online through the la Vie en Rose website at www.lavieenrose.com/contest where they must fill the registration form. Only one (1) entry per participant will be accepted. Any attempt to register more than once or any additional entry forms submitted by the same person will be rejected and void. To enter other than online, participants must write their name, address, email address, postal code and phone number in block letters on a facsimile of the participation slip (a plain 7.62 cm x 12.7 cm piece of paper), sign it, and mail their envelope and participation slip (with sufficient postage) to: “Fly away to Jamaica” Contest, La Vie en Rose, 4320 Pierre-de-Coubertin, Montreal, Quebec H1V 1A6. Entries must be received by mail at la Vie en Rose no later than September 25, 2016. Limit of one (1) entry per person and per envelope. All mail-in entries will bear the same odds as entries received via Internet.

2. THE PRIZE

2.1 Prize: One (1) prize will be awarded to one (1) Contest winner following the contest draw.

2.2 Prize: One (1) all-inclusive trip for two (2) people at the 5 stars Moon Palace Jamaica Grande Resort & Spa, Jamaica, offered by Transat, worth a maximum value of $4,500 and one $500 La Vie en Rose Aqua gift card. A total value of approximately $5,000.
2.2.1 The prize includes:

- A roundtrip economy-class airfare from the Winner’s city of residence to Montego Bay, from one of our gateways on Air Transat according to the flight program;
- Transfer to and from, between the Montego Bay airport and the Moon Palace Jamaica Grande Resort & Spa hotel for (2) persons;
- A one (1)-week (seven (7)-night stay) in a standard room, double occupancy basis, at the 5 stars Moon Palace Jamaica Grande Resort & Spa;
- Buffet breakfast, lunch and dinner, four (4) à la carte dinners (reservations required), unlimited domestic and selected international drinks, daily sports and activities program, nightly entertainment, etc.;
- A $500 la Vie en Rose Aqua gift card valid in any la Vie en Rose and la Vie en Rose Aqua store and online.

2.2.2 Prize terms and conditions:

a) The Winner’s travel companion has been designated as the person who will become the travel companion of the Winner for the purposes of the Prize (the “Travel Companion”) and shall be a Canadian resident who has reached the age of majority in his province of residence on October 10, 2016. The Winner’s Travel Companion shall also sign and remit to Transat Tours Canada inc (“TTC”) a duly completed Waiver Form within ten (10) business days after its receipt, failing which he may not receive the portion of the Prize which is intended for him/her. The name of the Travel Companion may not be changed once the Waiver Form has been received by TTC.

b) The Winner and his Travel Companion must travel together both ways. Travel arrangements will be made by TTC. The trip must be completed before October 31, 2017 (“Travel Deadline”).

c) The following black-out dates apply: Construction holiday period (from July 15 to July 29, 2017), Christmas and New Year periods (from December 17, 2016 to January 3, 2017), Spring break (from February 25 to March 18, 2017) and Easter week period (from April 8 to 17, 2017).

d) The reservations are subject to the availability of the air carrier and the hotel at the time of the reservation. The terms and conditions of the air carrier, the hotel and Transat Holidays are applicable. Taxes, airport fees, custom duties, entry fees and tourist cards, surcharges, insurance charges, vaccination expenses, any personal expenses, personal travel insurance and travel documentation are not included in the Prize and are solely the responsibility of the Winner and his Travel Companion.

e) On the travel date, the Winner and his Travel Companion must have the legal right to leave Canada and to return to Canada and must have the legal right to enter and leave Jamaica. The Winner and his Travel Companion are fully responsible for obtaining, at their own expense, all documentation necessary for the trip as required by the authorities concerned, including, without limitation, visas, passports and vaccination certificates. These must be obtained before departure. The Winner and his Travel Companion must comply with the Contest validity dates and accept the alternatives proposed by TTC, if this proves necessary. No extension of the trip will be permitted. TTC reserves the right to offer a prize they consider to be of comparable quality if the Prize is no longer available for any reason.
f) The arrangements related to the package reservations must be made by TTC on the date agreed by the Winner at least thirty (30) days before departure, by April 30, 2017 at the latest, and will be subject to the availability of the air carrier and the hotel at the time. To reserve, the Winner must send the signed waiver form to Sonia Duquette by email at sonia.duquette@transat.com. A letter with all details to make the reservation will then be sent to the winner. Once the booking is confirmed, fees of $250 per person will apply for all change requests made more than four weeks before departure. No changes will be permitted within 30 days of departure.

g) The Prize offered must be accepted as awarded and is not exchangeable, refundable, transferable or convertible into cash. In the event that the Prize is not accepted in accordance with its attached conditions, the Prize will be deemed to be forfeited.

h) TTC and all of its respective partners, shareholders, directors, officers, owners, associates, employees, members, sponsors, agents, representatives, successors and assigns shall assume no liability of any nature whatsoever for any postponement, delay or cancellation of the flight or any other component of the Prize or any other transportation included in the Prize for any reason whatsoever, including, without limitation, weather conditions or equipment breakdown or failure. In this regard, the Winner hereby waives all claims, whether past, present, future or contingent, against TTC and all of its respective partners, shareholders, directors, officers, owners, associates, employees, members, sponsors, agents, representatives, successors and assigns relating to the subject matter hereof or relating, directly or indirectly, to any postponement, delay or cancellation of the flight or of any other component of the Prize or of any other transportation included in the Prize.

i) Any expense not mentioned above shall be borne exclusively by the Winner and his Travel Companion (as defined above).

j) TTC reserves the right to cancel this agreement or the trip at its sole discretion if the Winner or Travel Companion do not comply with the contents hereof or of the Rules or if, without limitation, TTC or the hotel is informed of any factor preventing or hindering the trip for any reason whatsoever, subject to the provisions of subsection 2.2.2d) above. Any decision by TTC in this regard is final.

2.3 Winner’s announcement: the Winner’s name, city and province of residence will be announced on la Vie en Rose’s Facebook page and/or on other la Vie en Rose platforms at the discretion of the company and will be made available, upon request, to members of the public who request the information, according to this paragraph. To do so, please send your request (along with your name and address) in writing, by regular mail to: “Fly away to Jamaica” Contest, la Vie en Rose, 4320 Pierre-de-Coubertin, Montreal, Quebec H1V 1A6. Such requests must be received by la Vie en Rose, by mail, between October 24th and November 20th, 2016 inclusively to be considered valid.

3. GENERAL RULES
3.1 Contacting the Winner: The Winner, whose entry has been randomly selected during the Draw, will be contacted by email or by telephone, at the discretion of la Vie en Rose, using the contact information provided on the participant’s entry form. If la Vie en Rose and/or its sponsor are unable, within a deadline of five (5) business days following the Draw, to reach the Contest participant whose entry
was randomly selected, another Winner will be drawn at random within the next two (2) business days for each participant that could not be reached.

Upon la Vie en Rose establishing contact with the Winner and taking care of the required formalities (confirmation of full name, full postal address, phone number and date of birth and accepting the rules and regulations of the Contest), la Vie en Rose will make arrangements for the winner to pick up the gift card at the nearest la Vie en Rose location or la Vie en Rose will send him/her the gift card by mail at the address provided in their entry form. Once the required formalities will be completed, the winner will need to present himself in store within seven (7) days in order to have his picture taken.

3.2 Alternative Prize: Should la Vie en Rose be unable to award any Prize (or any part of it) for reasons beyond their control, la Vie en Rose reserves the right to award an equivalent prize of the same kind and of equal or greater value or, at its entire discretion, to substitute for the Prize (or a part of this Prize) an equivalent monetary amount. The Prizes must be accepted by the Winner as is. La Vie en Rose will not be required to accept or make any substitution or modification, nor will it transfer or provide any cash alternatives to Prizes. Documents issued in the Winners’ name are neither transferable nor modifiable. If a Winner is unable to accept a Prize, he will not receive a replacement prize nor any form or kind or compensation.

3.3 Release: As a condition to receiving his Prize, the Winner drawn at random for the prize will be required to sign a release and waiver form for la Vie en Rose and one for Transat confirming that he complies with these Rules and Regulations and meet the eligibility requirements, that he accepts the Prize and that he releases and holds harmless the Contest organizers, their employees and those of their affiliated companies, their administrators and managers as well as their officers with respect to any injury, accident, loss or death related to any aspect of the Prize or this Contest.

The Contest Winner will have ten (10) business days after receiving the releases to return the duly executed release forms, by email, fax or mail to la Vie en Rose, at 4320 Pierre-de-Coubertin, Montreal, Quebec H1V 1A6. Release forms will have been sent upon confirmation of required formalities (as indicated in section 3.1). Failing to do so will result in another participant being drawn at random and the original Winner shall have no recourse against la Vie en Rose.

3.4 Exclusion of Liability: la Vie en Rose cannot be held responsible for any material or physical damage that can be linked in any way to the Prizes awarded as part of the Contest. La Vie en Rose does not assume any responsibility in a case of any kind where their inability to act would result in an act or a situation that is beyond their control or in case of a strike, lock-out or any other labour dispute in the establishments, organizations or companies whose services are used in holding the Contest.

3.5 Use of Name, Image, etc.: By filling out an entry form, each participant in the Contest accepts to be bound by these Rules and Regulations and consents, if he wins the Prize, to divulge his name. Each participant and Winner, by filling out an entry form, authorizes la Vie en Rose and its partners to use his name, photograph, image, statements regarding the Prize, place of residence and/or voice, with or without any kind of remuneration, and at la Vie en Rose and its partners’ discretion, and without any limit on the period of use, in all media and on a worldwide level, for publicity or any other purpose. Each Winner must sign, if and when requested from time to time by la Vie en Rose or its partners, a waiver
and permission document confirming the aforementioned permission to use his name, image and voice.

3.6 False Identity: The entry of any person using an assumed name, alias or false identity to participate in the Contest will be deemed null and void and, as such, may be disregarded by la Vie en Rose. Incomplete entries and entries made with multiple addresses, under multiple identities, or through the use of any device or artifice to enter multiple times will be automatically void.

3.7 Errors: la Vie en Rose cannot be held responsible for any errors, incorrect or inaccurate transcription or registration of Contest entry information, nor for technical difficulties due to a server, network, hardware or software failure, a transmission problem or a loss of data sent by participants. If a participant is randomly picked during the Draw due to a system error, malfunction or defect, the Prize at issue may be re-awarded to another participant.

3.8 Litigation in Quebec: Any litigation concerning the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation concerning the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

3.9 Personal Information: Subject to the aforementioned, personal information gathered in the context of the Contest will not be used by la Vie en Rose except for the purpose of administering and conducting the Contest, and for no other purpose without consent. In supplying this information, participants consent to la Vie en Rose’s use of all such information for the purposes indicated above.

3.10 Contest Advertisement: The Contest will be advertised on the la Vie en Rose website (www.lavieenrose.com), its Facebook page (www.facebook.com/lavieenrose), on its Twitter page (www.twitter.com/LaVieenRose) and/or on other la Vie en Rose social media platforms at the discretion of the company from August 22 to September 25, 2016 (participation deadline).

3.11 Contest Rules: Contest rules are available online at www.lavieenrose.com/contest_rules or by writing to la Vie en Rose at the following address: “Fly away to Jamaica” Contest, la Vie en Rose, 4320 Pierre-de-Coubertin, Montreal, Quebec H1V 1A6.

The masculine gender is used for easy reading purposes and includes the feminine.