

OFFICIAL CONTEST RULES (“RULES”)

#Smiles4Miles Contest

THIS CONTEST IS OPEN TO RESIDENTS OF CANADA ONLY AND IS GOVERNED BY CANADIAN LAW

The AIR MILES® #Smiles4Miles Contest (the “Contest”) is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram or Twitter (each, a “Social Platform”). You understand that you are providing your information to the Contest Sponsor (defined below) and not to a Social Platform. The information you provide will only be used for the administration of this Contest and in accordance with the Contest Sponsor’s privacy policy (see below). 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 Contest Sponsor and not to a Social Platform. You may only use one (1) Facebook account (each, a “**Facebook Account**”), one (1) Twitter account (each, a “**Twitter Account**”) and/or one (1) Instagram account (each, an “**Instagram Account**”) to participate in this Contest. Collectively, Facebook Accounts, Twitter Accounts and Instagram Accounts may be referred to as “**Accounts**”.

Contest Sponsor: **Contest Sponsor:** LoyaltyOne, Co. doing business as AIR MILES or the AIR MILES Reward Program (the “Contest Sponsor”), 438 University Ave, Suite 600, Toronto, Ontario, M5G 2L1.

1. CONTEST PERIOD:

The Contest begins on May 1, 2105 at 9:00 a.m. Eastern Daylight Time (EDT) and ends on May 31 at 11:59pm EDT (the “**Contest Period**”).

2. ELIGIBILITY:

Contest is open to each resident of Canada who is eighteen (18) years of age or older at the time of entry. Despite the foregoing, employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of the Contest Sponsor, its subsidiaries, affiliates, prize suppliers, advertising/promotion agencies and any other entity involved in the development, production, implementation, administration, judging or fulfillment of the Contest (collectively, the “**Contest Parties**”) are not eligible to enter the Contest.

3. HOW TO ENTER:

NO PURCHASE NECESSARY. There are three (3) ways to enter the Contest, as follows:

1. Facebook: To enter via Facebook, an eligible entrant must: (i) must log in to his/her Facebook Account; (ii) visit the Contest Sponsor’s Facebook Page located at [<https://www.facebook.com/AirMilesCanada>] (the “**Facebook Page**”); (iii) complete the official online entry form including uploading a photo of themselves smiling, a description of the “moment of joy” that made them smile in the photo and their email address, and click ‘ENTER’ where indicated. The entrant’s submitted photo may appear in a Contest image gallery on the Contest submissions page. If an entrant wishes to further share their submission on Facebook, a “share” button will provide that option.
2. Instagram: To enter via Instagram, an eligible entrant must: (i) must log in to his/her Instagram Account; (ii) follow the Contest Sponsor’s Instagram Page located at [http://instagram.com/airmiles_canada] (the “**Instagram Page**”); (iii) take a picture of themselves smiling and post it to their Instagram account with the hashtag #Smiles4Miles, mentioning @airmiles_canada and a description of the “moment of joy” that made them smile in the photo. The entrant’s submitted photo may appear in a Contest image gallery on the Contest submissions page.

3. Twitter: To enter via Twitter, an eligible entrant must: (i) must log in to his/her Twitter Account; (ii) visit the Contest Sponsor's Twitter Page located at [<https://twitter.com/airmiles>] (the "**Twitter Page**"); (iii) click on the link in a tweet announcing the contest to arrive at the official online entry form (iv) complete the official online entry form including uploading a photo of themselves smiling, a description of the "moment of joy" that made them smile in the photo and their email address, and click 'ENTER' where indicated. The entrant's submitted photo may appear in a Contest image gallery on the Contest submissions page. If an entrant wishes to further share their submission on Facebook, a "share" button will provide that option.

Note: Either of the following photo methods are acceptable for entry 1) the photo the eligible entrant receives as a result of interacting with an AIR MILES Smile Booth; or 2) creating their own "moment of joy" photo.

Collectively, Facebook Entries, Instagram Entries and Twitter Entries may be referred to as "**Entries**".

Entries that contain false, misleading or inappropriate content may be disqualified at the sole discretion of the Contest Sponsor. See Rule 6 for additional Entry requirements.

IMPORTANT: Contest Sponsor may not be able to send messages to you, if your email is not entered correctly in your Facebook Entries or Twitter Entries or your Instagram Account settings are set to "private". It is each entrant's sole responsibility to take all steps required to correctly enter his or her email details and/or to set his or her applicable Account(s) settings to accept communications from the Contest Sponsor, and to timely check his or her Email and Instagram Account for any direct messages, direct posts, comments or replies (as applicable) from the Contest Sponsor. Standard text messaging, data and/or other rates apply to participants who participate in this Contest including via a wireless mobile device. Wireless service providers may charge for airtime and/or data in relation to participation in this Contest via a wireless mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

There is a limit of one (1) Facebook Entry per person/Facebook Account per day. There is a limit of one (1) Instagram Entry per person/Instagram Account per day. There is a limit of one (1) Twitter Entry per person/Twitter Account per day. If it is discovered by the Contest Sponsor (using any evidence or other information made available to or otherwise discovered by the Contest Sponsor) that any person has attempted to: (i) exceed any of the foregoing limits on Entries (or any other limit stipulated in these Rules); and/or (ii) use (or attempt to use) multiple names, identities email addresses, Facebook Accounts, Twitter Accounts, Instagram Accounts and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. Your Entry may be rejected if (in the sole and absolute discretion of the Contest Sponsor) it is not fully completed with all of the required information and submitted and received during the Contest Period in accordance with these Rules. The Released Parties (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void).

All Entries are subject to verification at any time and for any reason. The Contest Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Contest Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual'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 the Contest Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Rules. Failure to provide such proof to the satisfaction of the Contest Sponsor within the timeframe specified by the Contest Sponsor may result in disqualification in the sole and absolute discretion of the Contest Sponsor. The sole determinant of the time for the purposes of a valid Entry in this Contest will be the Contest server machine(s).

4. THE PRIZE AND APPROXIMATE RETAIL VALUE:

There will be one (1) prize available to be won consisting of one round-trip flight for two people, departing from any regularly scheduled Canadian WestJet destination to any regular scheduled WestJet destination in North America; with an approximate retail prize value of **\$3,900 CAD** (the “**Prize**”). All characteristics and features of the Prize, except as otherwise explicitly describe above, are at the Contest Sponsor’s sole and absolute discretion. The Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Contest Sponsor in its sole and absolute discretion). No substitutions except at Contest Sponsor’s option. Contest Sponsor reserves the right, in its sole and absolute discretion, to substitute the Prize with a prize of equal or greater value, including, without limitation, but at Contest Sponsor’s sole and absolute discretion, a cash award. Flight prize is valid towards return travel until **June 30, 2016**. Seats are subject to availability and promotional space. Prize is not valid for any flights departing after such date and extensions to the expiry date are not permitted. Prize cannot be booked more than 30 days prior to departure. Travel is not permitted during peak travel dates such as, but not limited to; all Canadian and U.S Statutory holidays (i.e. long weekends) and Easter, Spring and Christmas breaks. Prize winner and his/her designated guest must travel on the same itinerary in both directions. Winner and his/her guest are responsible for transportation to and from the gateway airport and all other expenses not stated as included herein. Changes to flights and or passenger names are not accepted, once the booking has been confirmed. Prize is not valid for redemption on WestJet Vacations’ packages, or WestJet’s charter partners.

Transportation is subject to availability, blackout periods, government restrictions and regulations, airline, airport or other transportation restrictions and regulations. Winner and guest are responsible for all expenses other than those mentioned above including, but not limited to other transportation, hotels, food, -00attractions, merchandise, souvenirs, travel and/or medical insurance, travel visas and all other personal expenses of any kind. The prize supplier is not responsible for any delay, postponement, suspension, rescheduling or cancellation, for any reason, of any flight(s) and winner will not be compensated in the event of such delay, cancellation or other event described herein. Other restrictions may apply.

Prize is non-transferable (and without limiting the foregoing, the prize may not be sold or traded), must be taken as offered and cannot be substituted, redeemed or exchanged for cash, credit or alternative prizes, except in the prize suppliers sole discretion. Prize supplier reserves the right to substitute the prize with a prize of equal or greater value. No credit or reimbursement will be provided if prize is not taken. Prize cannot be combined with any other promotional offer or offers provided by the prize supplier or Contest Sponsor.

5. WINNER SELECTION:

After the close of the Contest Period, the potential winner of the Prize will be randomly selected on **June 1, 2015** in Vancouver, British Columbia at 2:00pm EDT (“Selection Date”) from among all eligible Entry Forms received during the Contest. The odds of winning depend on the number of eligible Entries submitted and received during the Contest Period.

The Contest Sponsor or its designated representative will make a minimum of three attempts to contact the potential winner via email or direct message and/or reply to the Instagram Account used to submit the potential winning Entry within 7 days of the Selection Date. The potential Prize winner is solely responsible for ensuring his Account settings are set to be able to receive such notification messages and monitoring his/her Account for such notification messages. If the potential Prize winner cannot be contacted within 7 days of the Selection Date, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Contest Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Contest Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select a new potential Prize winner (in which case the foregoing provisions of this section shall apply to such new potential Prize winner).

BEFORE BEING DECLARED THE CONFIRMED PRIZE WINNER, the potential Prize winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid; and

(b) sign and return within 10 days of notification the Contest Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize (as awarded); (iii) releases the Contest Parties, the Social Platforms, LoyaltyOne, Co., WestJet, an Alberta Partnership and each of their respective officers, directors, 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; and (iv) agrees to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Contest Sponsor in any manner whatsoever, including print, broadcast or the internet. If the potential Prize winner: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Contest Sponsor in its sole and absolute discretion); then he/she may, in the sole and absolute discretion of the Contest Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Contest Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select a new potential Prize winner (in which case the foregoing provisions of this section shall apply to such new potential Prize winner). The travelling companion of the Prize winner (and his/her parent/legal guardian if the travelling companion is under the age of majority) must also sign a release to participate in the Prize. The Prize confirmation will be delivered to the confirmed winner 4-6 weeks after the random drawing.

6. SUBMISSION REQUIREMENTS

BY SUBMITTING AN ENTRY, YOU AGREE THAT YOUR ENTRY (AND EACH COMPONENT THEREOF) COMPLIES WITH THE FOLLOWING REQUIREMENTS. THE RELEASED PARTIES WILL BEAR NO LEGAL LIABILITY REGARDING THE USE OF YOUR ENTRY. THE RELEASED PARTIES 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.

Photos including images of a person other than the entrant must have consent of the person.

Each entrant that submits an Entry warrants and represents that he/she has all necessary rights in and to his/her Entry to enter the Contest and that:

- i. Photographs entered must not have been previously published. Entrants must own all rights to the photographs submitted (except in the case of AIR MILES Smile Booth photographs);
- ii. For a photo in which a person other than the entrant is recognizable, a release from such persons is required. Releases are the responsibility of the entrant and must be presented in the event the photo is a winner;
- iii. Photographs must have been taken within the past two years (since May 1, 2013);
- iv. His/her Entry does not violate any law, statute, ordinance or regulation;
- v. His/her Entry 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 Entry, then you must delete such individual so that he/she is unidentifiable);
- vi. His/her Entry 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
- vii. His/her Entry 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 Contest 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 Contest Sponsor; any identifiable third party products, trade-marks, brands and/or logos, other than those of Contest Sponsor (unless the appropriate consents have been obtained); 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 Contest Sponsor in its sole and absolute discretion.

Each entrant that submits an Entry hereby: (i) grants to the Contest Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her Entry, in whole or in part, for advertising or promoting the Contest or for any other reason; (ii) waives all moral rights in and to his/her Entry in favour of the Contest Sponsor; and (iii) agrees to release and hold harmless the Released Parties from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action that relate in any way to his/her Entry.

7. GENERAL CONDITIONS:

All Entries become the property of the Contest Sponsor and will not be returned. This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Contest Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entries and/or entrants. By participating in this Contest, each entrant agrees to be legally bound by the terms and conditions of these Rules. ANYONE DETERMINED TO BE IN VIOLATION OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE CONTEST SPONSOR AT ANY TIME.

The Contest Sponsor reserves the right to use the winner's name, city/province or territory of residence, likeness, photograph, Contest entry, voice and statements without further compensation, in connection with any advertising and publicity carried out by or on behalf of the Contest Sponsor in relation to the Contest or the AIR MILES reward Program, in any media throughout the world in perpetuity.

The Released Parties will not be liable for: (i) any failure of any website or any Social Platform during the Contest; (ii) any technical malfunction or other problems relating to the network connections, lines or transmissions, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry to be received, captured or recorded in part or in its entirety for any reason, including, but not limited to, technical problems or traffic congestion on the internet or at any website or Social Platform; (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, even if it limits the ability to participate in the Contest.

For Québec residents, any litigation respecting the conduct or organization of a publicity contest in Québec may be submitted to the Régie des alcools, des courses et des jeux (the "**Régie**") for a ruling. For Québec residents, 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.

In the event of a dispute regarding who submitted an Entry, Entries will be deemed to have been submitted by the authorized account holder of the Account used at the time of entry. "Authorized account holder" is defined as the person who is assigned to an Account by the applicable Social Platform. An entrant may be required to provide proof (in a form acceptable to the Contest Sponsor – including, without limitation, government issued photo identification) that he/she is the authorized account holder of the Account associated with the Entry in question.

The Contest Sponsor reserves the right, subject only to the jurisdiction of the Régie in Quebec, to withdraw, amend, terminate or suspend this Contest (or to amend these Rules) in any way, without prior notice at any time and for any reason, including in the event of an error, technical problem, computer virus,

bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Contest Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules. 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) may be 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 jurisdiction of the Régie, reserves the right to substitute a prize with one of equal or greater value, 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. Without limiting the generality of the forgoing, the Contest Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

By entering this Contest, each entrant expressly consents to the Contest Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her Entry only for the purpose of administering the Contest and in accordance with these Rules and the Contest Sponsor's privacy policy (available at: <https://www.airmiles.ca/arrow/PrivacyPolicy>). This section does not limit any other consent(s) that an individual may provide the Contest Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Contest Sponsor reserves the right subject only to the jurisdiction of the Régie, and without prior notice, to adjust any of the dates and/or timeframes 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.

The names of the winners may be obtained by sending a request with a self-addressed postage stamped envelope to “**AIR MILES #Smiles4Miles Contest**” Attention: AIR MILES Promotions, 438 University Avenue, Suite 600, Toronto, Ontario M5G 2L1 until October 1, 2015.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the French version of these Rules, and/or point of sale, television, print or online advertising; the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.