



BIODIVERSITY IN COSTA RICA
ORGANIZED BY
THE DAVID SUZUKI FOUNDATION

CONTEST RULES AND REGULATIONS

CONTEST PERIOD

The contest begins at 00:00 a.m. EST on October 1, 2018 and ends at 11:59 p.m. EST on November 18, 2018.

ELIGIBILITY

To enter, you must:

- Be a permanent resident of Canada
- Be 18 years or older on the travel departure date
- Hold a passport valid for at least six months beyond the travel dates

All information supplied for the purpose of this contest must be truthful, accurate and complete. The David Suzuki Foundation (the “Contest Organizer”) reserves the right to disqualify any entrant who supplies untruthful, inaccurate or incomplete information on the entry ballot.

Despite the foregoing, employees, representatives or agents (and members of their immediate family or those domiciled with any such employee, representative or agent) of the David Suzuki Foundation (the “Contest Organizer”), G Adventures and Aeroplan (the contest “Sponsors”) or Nature’s Way, are not eligible to enter or participate in the contest.

HOW TO ENTER

All entries must be submitted via [the contest page on the David Suzuki Foundation website](#). Entries must be received between October 1, 2018 at 00:01 EST and November 18, 2018

Limit one (1) entry per person. Any entries received in excess of this limit will be invalid. In the event of a dispute, entries will be deemed to have been submitted by the Authorized Account Holder of the email address submitted at the time of entry. "Authorized Account Holder" means the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. Any entrant may be required to show proof of being the Authorized Account Holder to Sponsor's satisfaction.

To enter, the entry ballot must be properly completed. Each entrant must also check the box confirming that they have read the contest rules and regulations, that they are aged 18 or over, and that they hold a passport valid for 6 months after the departure date of their chosen trip.

A participant can double their chances of winning via Instagram by doing all of the following actions: liking the David Suzuki Foundation's Instagram page ([@Davidsuzukifdn](#)), liking a Instagram contest promotion post by the David Suzuki Foundation and tagging one (1) Instagram friend in the comments of that same post, and inserting their Instagram name in the form on [the contest page of the David Suzuki Foundation](#).

No purchase is required to enter.

The winning contestant and their travel companion must complete and sign a winner declaration and release form acknowledging and confirming compliance with the rules and regulations and releasing the David Suzuki Foundation (the "Contest Organizer"), Aeroplan and G Adventures Inc, (the "Prize Sponsors") as well as any other organization associated with awarding the prize or involved in the contest, together with their respective employees, of all responsibility for any personal injury, accident or loss in relation to the contest or prize.

PRIZE

The prize includes:

- **one (1)** potential grand prize winner will be awarded a trip for **one (1)** winner *and one (1)* guest on the following G Adventures tour:
 - G Adventures 9-day Natural Highlights of Costa Rica tour (trip code: CRNNG) approximate retail value \$1,949 CAD per person.

The winner may choose one travel companion (guest). The companion must be aged 18 or older on the travel departure date. The winner and travel companion must travel together, leave from the same Canadian international airport, and return to the same airport.

Return flights (economy class) will be provided for the winner and their guest to San Jose, departing from the largest city near the winner's residence, arranged by Aeroplan. G Adventures is not responsible for international airfare.

Trip must be booked before *March 31, 2019* and depart between February 1, 2019 to July 31, 2019.

Total Maximum ARV of Grand Prize: \$6,000 CAD

Odds of winning will depend upon the total number of eligible entries received.

The prize does not include:

- Transportation from the winner and the travel companion's homes to and from the airport
- Meals during the trip (allow approximately CAD 460-600\$)
- Travel insurance (mandatory)
- Tips (not mandatory, but strongly recommended)
- [Optional organized activities](#) during the tour
- All other miscellaneous expenses related to the trip

SELECTION OF THE WINNER

The winner's name will be drawn at random by the David Suzuki Foundation on November 19, 2018. The winner will be contacted on November 19, 2018 between 12 p.m. and 6 p.m. EST, by telephone and/or e-mail, using information provided on the entry ballot; the winner will have 48 hours to confirm whether they accept the prize.

NOTIFICATION: Grand Prize winner will be required to correctly answer a skill-testing question, and both the Grand Prize winner and guest must sign and return, within seven (7) days of notification, an Affidavit of Eligibility, a Release and Declaration, a Publicity Release (collectively, "the Releases"). Travel companion of winner must be at least 18 years of age. Noncompliance may result in disqualification and an alternate winner may be selected.

If a prize notification or prize is returned as undeliverable, it will result in disqualification, and the prize will be awarded to an alternate winner in a separate random drawing.

PRIZE CONDITIONS

Grand Prize includes the listed itinerary only and excludes optional or additional services not expressly included in the applicable itinerary or prize, including transfers, pre/post-tour accommodation, 'My Own Room', insurance, amendments, vaccinations, and all incidentals, meals, gratuities, taxes, fees, levies and transportation. All travel-related expenses including but not limited to transportation to and from home, airfare costs exceeding the aggregate total specified herein, taxes, gratuities, incidentals, upgrades, insurance, service charges, airport surcharges, departure taxes, hotel, resort or property fees, food & beverage and excursions not specifically included in the applicable trip itinerary and personal expenses including but not limited to telephone/Internet charges and gift shop purchases are the sole responsibility of prize winner. The Grand Prize winner may choose any departure from the dates listed above provided that a minimum of 4 paying passengers book or are booked on the same departure. Winner and travel companions must travel on same departure, trip and itinerary. Once the Grand Prize trip has been booked, no substitutions or changes will be permitted to the identity of the guest. **Winner and guest must have valid photo ID, passport, and any other required documentation prior to departure.**

Trip elements and travel dates are subject to availability, are valid on new bookings only, may not be combined with any other offer or discount, and are not eligible for "Lifetime Deposit" nor "Guaranteed Departure". Grand Prize is subject to the winner and guest agreeing to G Adventures' booking terms and conditions, available at gadventures.com/terms-conditions-policies/.

Winner and guest are solely responsible for ensuring they have medical insurance in an amount no less than USD\$200,000 covering medical, evacuation, and repatriation while travelling which is a mandatory requirement for participation on all G Adventures trips as set out in G Adventures booking terms & conditions.

Actual retail value of Grand Prize may vary depending on point of departure, destination selected, travel dates and fare/rate fluctuations; any difference in the value of the prize as stated herein and value at time of prize notification or awarding, if any, will not be G Adventures/Official Rules Template/ Biodiversity in Costa Rica awarded. All reservations will be made by an agent of the Sponsor. Accommodations are subject to availability at time of reservation. Blackout dates, advance booking requirements and travel restrictions may apply. Availability is subject to factors such as weather, seasonality and space availability. Reservations are subject to availability. The Grand Prize is subject to change at G Adventures' discretion, however such alternate trip shall have a value no less than the Grand Prize originally awarded. If weather affects the ability for winner and his/her guest to redeem any portion of prize during the scheduled date and time, then the Sponsor shall have no further obligation to the winner and/or guest other than to supply the remaining elements of the prize package minus the unused portion of prize. If for any reason whatsoever, winner and/or guest are unable to travel after all travel arrangements have

been made and paid, the Sponsor shall have no further obligation to the winner. If Grand Prize is forfeited prior to Sponsor finalizing and paying for travel, and there is sufficient time to notify an alternate winner, the prize may be awarded to an alternate winner in a separate random drawing from among all non-winning eligible entries. *Winner and guest are responsible for obtaining the proper travel documentation (e.g., valid photo ID, passport and any visas or permits) and vaccinations prior to travel, at winner and guest's own expense. Winner's guest must be a legal Canadian resident, 18 years or older and must complete and return the Releases prior to travel.*

Grand Prize winner and guest acknowledge and agree that they are responsible to ensure their eligibility to travel internationally and, if applicable, their proper and lawful eligibility to enter any country or region included in the prize trip itinerary, and to re-enter their country of residence, and represent and warrant to Sponsor that they possess or are able to procure a valid passport for the duration of the trip, if necessary, according to current international travel law. Passport and visa procurements will be the sole responsibility and for the sole account of the Grand Prize winner and his/her guest. If the Grand Prize winner and/or guest are unable to attend their prize Tour due to passport, entry or other legal or regulatory restrictions, they shall be deemed to have forfeited the Grand Prize and Sponsor shall not be liable for any damages resulting from such inability to attend.

Grand Prize is not redeemable for cash. Grand Prize is non-assignable or transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No cash in lieu of prizes and no exchange or substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses on prize not specified herein are the winner's and guest's sole responsibility. Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission. Winner acknowledges that the Sponsor and all other businesses involved with this Contest and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative the quality, conditions, fitness or merchantability of any aspect of the prize being offered.

GENERAL

The prize must be accepted as awarded and is not transferable or convertible to cash. No prize substitutions are permitted.

The David Suzuki Foundation cannot be held liable if any event results in the cancellation of the contest or if other factors beyond its reasonable control prevent any part of the contest from being fulfilled. The David Suzuki Foundation makes no express or implied

warranties of any kind with respect to the safety, appearance or performance of the prize. By accepting the prize, the winner acknowledges that the only warranties applicable to any aspect of the prize, if any, are the warranties provided by the supplier of the prize to the sponsor that are transferable and/or the manufacturer's warranty. Under no circumstances whatsoever shall the prize winner have any recourse against the David Suzuki Foundation with respect to any element of any prize or the contest.

All entry ballots become the property of the David Suzuki Foundation.

Participating entrants agree to these Official Rules and the decisions of the Sponsor, and release the Contest Entities, and their affiliated companies, and all other businesses involved in this Contest, as well as the employees, officers, directors and agents of each, from all claims and liability relating to their participation in the Contest, and the acceptance and use/misuse of the prize offered. Winner assumes all liability for any injury or damage caused or claimed to be caused by participation in this Contest or use/misuse or redemption of the prize, regardless of the cause of such injury, damage or loss. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the prize. Only the first complete entry received from a particular entrant will be eligible; subsequent attempts by the same person to enter will be disqualified.

If for any reason this Contest is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest, at which time, Sponsor will conduct a random drawing from among all eligible entries received at the time of the Contest termination. The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor is not responsible for any problems or technical malfunctions of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by the Sponsor due to technical problems, human error or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. Sponsor is not responsible for incompatibility of entrant's hardware, software or browser technology.

In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the "Authorized Account Holder" of the email address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization that

is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof that such party is the authorized account holder of the email address associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void.

The Contest Entities are not responsible for: (i) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate G Adventures/Official Rules Template/ Biodiversity in Costa Rica transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (ii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Contest. By participating in the Contest, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor, which are final and binding in all matters relating to the Contest. Failure to comply with these official rules may result in disqualification from the Contest. Sponsor reserves the right to: (i) permanently disqualify from any Contest it sponsors any person it believes has intentionally violated these official rules; and (ii) withdraw the online method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Contest), and to select winner from among all eligible entries received prior to withdrawal.

ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

CONDUCT

By entering this contest, each entrant agrees to be bound by these rules and regulations posted on the contest website.

RELEASE/PRIVACY/USE OF INFORMATION PROVIDED BY THE ENTRANT

By entering this contest, each entrant agrees that the David Suzuki Foundation may use the personal information they provide for the purposes of administering the contest and awarding the prize, and will not provide this personal information to any third parties, other than as provided for in these rules and regulations.

By accepting the prize, the winner grants the David Suzuki Foundation permission to use their name, address, photograph, likeness, voice, prize information and/or biographical

information for publicity and promotional purpose without further compensation, unless prohibited by law.

POSTING OF WINNER'S NAME

Within two days of the draw, the David Suzuki Foundation will post the winner's name on its Facebook page and on its Instagram account. This information will remain on the David Suzuki Foundation's Facebook page and Instagram account for an indefinite period.

OFFICIAL RULES REQUEST

To request a copy of the Official Rules, send a self-addressed, stamped envelope by November 18, 2018, to: **Biodiversity in Costa Rica Official Rules Request**, *G Adventures Inc., 19 Charlotte Street Toronto, ON Canada M5V 2H5.*

WINNER CONFIRMATION

For a written confirmation of the winner (available after November 19, 2018), send a stamped, self-addressed envelope (no later than December 31, 2018), to: **Biodiversity in Costa Rica Winner Confirmation Request**, *G Adventures Inc., 19 Charlotte Street Toronto, ON Canada M5V 2H5.*

SPONSOR

G Adventures Inc., 19 Charlotte Street Toronto, ON Canada M5V 2H5.