## **Introducing Wellness Contest**

## **Contest Rules & Regulations**

**CONTEST PERIOD: October 29 2018 to November 26 2018** G Adventures Inc.'s ("G Adventures" and "Sponsor") "Introducing Wellness" contest (the "Contest") begins on October 29, 2018 at 12:00AM EST and closes on November 26, 2018 at 11:59PM EST (the "Contest Period"). By submitting an entry, each entrant agrees to these rules of the Contest (the "Contest Rules") and states that he or she is 18 years or older.

WHO MAY ENTER: The Contest is open to members of the public who are 18 years or older and are residents in any of the following regions: United States (all states except Florida and New York), Canada (all provinces except Quebec), United Kingdom, Germany, Austria, Switzerland, Norway, Australia (except Northern Territory, South Australia, and Australian Capital Territory), and New Zealand. Individuals affiliated with G Adventures, Planeterra Foundation and its and their subsidiaries and affiliates (the "Contest Entities"), including employees, immediate family members, interns, volunteers, and others living within the same household are not eligible for any prize. G Adventures will determine winners' eligibility in its sole discretion.

**HOW TO ENTER:** To enter the Contest, entrants must visit the G Adventures designated Contest page (https://www.gadventures.com/travel-styles/wellness/) and submit the "Introducing Wellness" Contest.

Entries must be received between October 29, 2018 at 12:00AM EST and November 26, 2018 at 11:59PM EST.

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 G Adventures' satisfaction.

**RANDOM DRAWING:** The Contest winner will be selected in a random drawing performed an independent online random name selector on or about November 30, 2018 from among all eligible entries received by the Sponsor which remain eligible at the time of the draw.

**PRIZES:** Prizes will be awarded as follows: one (1) grand prize will be available for the Contest winner ("Winner") and one guest ("Guest") on select Wellness Trips with G Adventures tours valued up to \$3,500 USD per person (the "Eligible Tours"). Winner and Guest will also be awarded flights valued up to a maximum of \$1,500 USD per person, to be booked from the major international airport closest to the Winner's residence, subject solely to G Adventures' discretion (the tour and flights, collectively, the "Grand Prize"). Land and airfare must be booked and depart before July 31, 2019.

Total Maximum ARV of Grand Prize: \$10,000 USD.

Odds of winning will depend upon the total number of eligible entries received. The Eligible Tours are the following: Wellness Bali AEUSW, Wellness Thailand ATBSW, Wellness Italy EIRRW, Wellness Colombia SMCCW, Wellness Peru SPCCW, Wellness Costa Rica CRSSW, Wellness India AHDEW, Wellness Nepal ANKKW, Wellness Iceland ELRRW, Wellness Patagonia SABBW. G Adventures reserves the right to modify the list of Eligible Tours at its discretion at any time prior to Winner and Guest booking the Grand Prize.

**NOTIFICATION:** G Adventures will contact the Winner via the contact information provided at the time of entry by no later than November 30, 2018. Grand Prize Winner will be confirmed via email, 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, and a Publicity Release (collectively, "the Releases"), and Winner will be required to answer a skill testing question, except for residents of the United Kingdom. Winner and Guest must be at least 18 years of age. Noncompliance may result in disqualification and an alternate winner may be selected. Winner and Guest will be responsible for paying any notary public fees or taxes they may owe on a prize.

**Grand Prize Terms:** Grand Prize includes the listed itinerary only of the chosen tour and excludes optional or additional services not expressly included in the applicable itinerary or prize, for example 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 the Grand Prize Winner and Guest. 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.

A minimum of 4 paying passengers, not including Grand Prize Winner and Guest, must be booked on the Grand Prize departure. If 4 paying passengers are not booked on the Grand Prize departure, G Adventures may substitute the Grand Prize with an alternative trip, provided that such alternate trip shall have a value no less than the Grand Prize. Grand Prize Winner and Guest must travel on same departure, trip and itinerary. Frequent flyer mileage accumulation, use of e-upgrade certificates, and stopovers are not permitted. If the Winner and Guest choose to book airfare that is not included in the Grand Prize, they will assume sole responsibility, including booking and all associated costs, for the air travel necessary to participate in the Grand Prize, and will forfeit the airfare that is included as part of the Grand Prize. Once the Grand Prize trip has been booked, no substitutions or changes will be permitted to any elements of the Grand Prize, including the identity of the Guest and the origin and destination of the flights. The airfare component of the Grand Prize is for one-time use only, and only for the Winner's and Guest's personal use in connection with the Grand Prize. It may not be distributed or sold, or otherwise used for commercial or personal gain, other than for the purpose for which it is intended. Any violation of these conditions may result in cancellation of the airfare component of the prize, of any booking made using the airfare component of the

prize, and/or to any legal or other recourse available for the recovery of damages suffered or costs, expenses or loss incurred as a result of such prohibited use.

Redemption of Grand Prize: i) is subject to availability, ii) is valid on new bookings only, iii) may not be combined with any other offer or discount, iv) has no cash value, v) is not transferable or assignable, vi) is not eligible for "Lifetime Deposit" nor "Guaranteed Departure", vii) cannot be exchanged by the Grand Prize Winner or Guest, and ix) is non-commissionable if booked by or through an agency. Grand Prize Winner must contact G Adventures directly by phone and/or email and quote 'Introducing Wellness' at time of booking. Grand Prize Winner and Guest must agree to G Adventures' booking terms and conditions, found here: gadventures.com/terms-conditions/booking-terms/. Grand Prize Winner and Guest are solely responsible for ensuring they have medical insurance in an amount no less than US \$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, and fare/rate fluctuations; any difference in the value of the Grand Prize as stated herein and value at time of Grand Prize notification or awarding, if any, will not be awarded. All reservations will be made by an agent of G Adventures. 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 to redeem any portion of the Grand Prize during the scheduled date and time, then G Adventures shall have no further obligation to Winner other than to supply the remaining elements of the Grand Prize package minus the unused portion of Grand Prize. f for any reason whatsoever, Winner is unable to travel after all travel arrangements have been made and paid, G Adventures shall have no further obligation to the winner. If Grand Prize is forfeited prior to G Adventures finalizing and paying for travel, and there is sufficient time to notify an alternate winner, the Grand 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 acknowledges and agrees 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 Grand Prize trip itinerary, and to re-enter their country of residence, and represent and warrant to G Adventures 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 Winner. If Winner is unable to attend their prize trip due to passport, entry or other legal or regulatory restrictions, they shall be deemed to have forfeited the Grand Prize and G Adventures shall not be liable for any damages resulting from such inability to attend.

**CONDITIONS OF ENTRY:** All entrants hold the Contest Entities and their directors, officers, employees, agents (the "Indemnified Parties") harmless from and against all claims of any nature arising in connection with entrant's participation in the Contest and acceptance or use

of a prize. Insofar as is permitted by law, the Indemnified Parties will not in any circumstances be responsible or liable to compensate the Winner or Guest or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the Indemnified Parties.

The Indemnified Parties are not responsible for incomplete or misdirected entries, technical or network malfunctions or failures, or causes beyond their control. Entrants are solely responsible for their entries. Entrants may not submit materials that introduce any software viruses, worms or other programs designed to damage software, hardware or telecommunications equipment or are off-topic, partisan-political, contain advertising, nudity, personal attacks or expletives, or is otherwise abusive, threatening, unlawful, harassing, discriminatory, libelous, obscene, false, sexually explicit, or that infringes on the rights of any third party. If for any reason this Contest is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of G Adventures which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, G Adventures reserves the right to cancel, terminate, modify or suspend the Contest, at which time, G Adventures will determine the Winner from amongst entrants received prior to such cancellation, termination, or suspension.

By participating in the Contest, entrants (i) agree to be bound by the Contest Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of G Adventures, which are final and binding in all matters relating to the Contest. G Adventures reserves the right to: (i) permanently disqualify from any Contest it sponsors any person it believes has intentionally violated the Contest 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 winners from among all eligible entries received prior to withdrawal.

Except where prohibited by law, entry into the Contest and acceptance of the Grand Prize constitute permission to use Winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity related to the Contest and the Grand Prize, without additional compensation, notification or permission.

Participation in the Contest in no manner constitutes an endorsement or support by G Adventures of any views, aims, products or services. Entrants shall not advertise or otherwise claim to have obtained any such endorsement or support. G Adventures' name and logo are the property of G Adventures and should not be used in any manner whatsoever without the prior consent of G Adventures. G Adventures must approve in writing any statement, advertisement, press release or similar communication in any media, relating to entrants' participation in the Contest.

The Contest will be governed by Ontario law and entrants to the Contest submit to the exclusive jurisdiction of Ontario courts.

**PRIVACY:** Personal information collected from entrants is subject to the G Adventures' Privacy Policy, which can be found at <a href="https://www.gadventures.com/terms-conditions/privacy/">https://www.gadventures.com/terms-conditions/privacy/</a>.

**OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, send a self-addressed, stamped envelope by November 20, 2018, to: Introducing Wellness Contest <u>Official Rules</u> Request, G Adventures Inc., 19 Charlotte Street Toronto, ON Canada M5V 2H5.

**WINNER CONFIRMATION:** For a written confirmation of the Winner (available after November 30, 2018), send a stamped, self-addressed envelope (no later than 30 days after the end of the Contest Period), to: Introducing Wellness Contest <u>Winner Confirmation Request</u>, G Adventures Inc., 19 Charlotte Street Toronto, ON Canada M5V 2H5.

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