#FlyYTZ

Win a Porter Airlines Gift Card Contest

Contest Rules and Regulations

THE *#FLYYTZ WIN A PORTER AIRLINES GIFT CARD CONTEST* (THE "**CONTEST**") IS INTENDED FOR CANADIAN RESIDENTS ONLY (excluding residents of Quebec) AND IS GOVERNED BY CANADIAN LAW. VOID IN WHOLE OR IN PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE "**CONTEST RULES**").

The following rules and regulations apply to the Contest presented by the Toronto Port Authority, doing business as PortsToronto (hereinafter "**PortsToronto**").

1) **Contest Period:** The Contest period runs from 2:00 p.m. Eastern Standard Time on January 6, 2025 until 11:59 p.m. Eastern Standard Time on January 17, 2025 (the "**Contest Period**"), after which time the Contest will be closed and no further entries shall be accepted.

2) **Eligibility**: The Contest is open to legal residents of Canada, excluding residents of Quebec, who have reached the age of majority for the province/territory of their residence on or before the start of the Contest Period. In order to claim or use the Prize (as defined in section 4 hereof), a winner ("**Winner**") may also be required to meet additional requirements and terms and conditions applicable to the use thereof, including but not limited to requirements relating to travel. PortsToronto will not be liable for any failure by any Winner to meet such requirements and shall have no obligation to provide any alternative prize components. Directors, officers, employees and agents of PortsToronto, Porter Airlines Inc. and/or any agencies affiliated with the Contest, including prize providers, media partners, advertising, promotional and event management agencies and the immediate family (spouse, parent, sibling, child) or members of the same households (whether related or not) of any of the above are not eligible to participate in the Contest. PortsToronto shall have the right at any time to require proof of eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and provided to PortsToronto for the purposes of the Contest must be truthful, complete, accurate and in no way misleading. PortsToronto reserves the right, in its sole discretion, to disqualify any entrant should such an entrant provide untruthful, incomplete, inaccurate or misleading personal details and/or information. Any personal information provided by the entrants to PortsToronto will be stored by PortsToronto for one month (other than any personal information contained in the Release signed by each Winner), after which time such information will be deleted.

3) Entering the Contest: There is no purchase necessary to enter the Contest. To enter the Contest, entrants must (i) Follow @BBishopAirport on X, Instagram or Facebook; and (ii) Share a story about how Billy Bishop Toronto City Airport keeps you connected to the people/things you love using the hashtag #FlyYTZ on any of the social media platforms mentioned above; and (iii) confirm their acknowledgement of, and agreement to, the Contest release (the "Release"), as described in greater detail in Section 6 below.

Each eligible entry received by PortsToronto during the Contest Period will receive one entry towards the Contest draw. The is no limit on entries during the Contest Period. Entrants are required to comply with all applicable laws and all rules and terms of service for the social media platform used to submit their entry. Each selected entrant may be required to provide PortsToronto with proof that such individual fulfills the eligibility requirements. Incomplete entries will not be eligible to win. Any disputes as to the qualification of an entrant will be decided by PortsToronto in its sole discretion. No communication or correspondence will be exchanged with entrants except with the individual(s) selected as winner(s) of the Contest prize(s).

4) Prize: There are five (5) prizes to be won (each, a "Prize"). Each Prize consists of one (1) gift card from Porter Airlines valued at Five Hundred Dollars ($500) CAD.

For each Prize, one entry will be drawn from all valid entries received during the Contest Period. The drawing will be held on or about January 18, 2025. The Winner will be notified on or about January, 20, 2025.

The odds of being selected in the Contest draw depend on the total number of eligible entries received during the Contest Period. The selected entrant must (i) provide their full name to PortsToronto along with any proof of eligibility as PortsToronto may require; (ii) correctly answer, unaided, a mathematical skill-testing question; and (iii) complete, execute and return a Release (described below in Section 6) to be declared a Winner, and successfully claim the Prize within 24 hours of being notified or the Prize will be deemed forfeited and, at PortsToronto's discretion, awarded to an alternate Winner. PortsToronto is not responsible for the failure of a selected entrant to receive notification nor is PortsToronto responsible for the failure to receive a selected entrant's response. If a selected entrant cannot be contacted and/or the Prize is forfeited, PortsToronto will draw from other entries until another Winner is declared. If PortsToronto offers the Prize to an alternate Winner, the selection and notification of the alternate Winner will be made pursuant to the terms hereof, provided that the drawing for any alternate Winner will be made at a time later than the original drawing with notification to the alternate Winner to follow thereafter.

Provided that the Winner has executed and delivered any applicable tax forms, the Winner has executed and delivered the Prize-specific Release described in Section 6 below, and that the Winner meets the eligibility requirements of this Contest, the Prize will be distributed electronically as soon as possible after the Winner has been successfully contacted and has fulfilled the requirements set out herein.

The Prize may not be exchanged for cash, is non-transferable, non-refundable, non-saleable, and must be accepted as awarded, without substitutions. No Winner is entitled to the dollar value of any Prize in lieu of the Prize itself. The Prize is awarded "as is" with no warranty or guarantee, either express or implied, by PortsToronto or Porter Airlines Inc. In the event the Prize, or any portion thereof, cannot be awarded as described in these Contest Rules, PortsToronto has the right to substitute a prize of equivalent or greater retail value. Neither PortsToronto nor Porter Airlines Inc. will be responsible if weather conditions or other factors beyond PortsToronto or Porter Airlines Inc. reasonable control prevent the Prize or part of the Prize from being fulfilled. All federal, provincial and municipal taxes and any other costs and expenses associated with acceptance and use of the Prize that are not specified herein are the sole responsibility of the Winner.

5) Operation of the Contest: PortsToronto assumes no responsibility for (i) lost, stolen, delayed, damaged or misdirected entries; (ii) entries which fail to comply with the Contest Rules; and/or (iii) any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software or failure of any entry to be received by PortsToronto on account of technical problems. Any attempt to deliberately undermine the legitimate operation of this Contest is a violation of the Contest Rules and criminal and civil laws, and should such an attempt be made, PortsToronto reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. Entrants agree to abide by the Contest Rules. PortsToronto reserves the right, in its sole discretion, to terminate the Contest or any Contest-related activities, in whole or in part, and/or modify, amend or suspend the Contest or any Contest-related activities, and/or the Contest Rules in any way, at any time, for any reason, without prior notice.

6) Releases: The Winner will be required to execute and deliver to PortsToronto a legal release in a form prescribed by PortsToronto ("**Release**") that confirms, among other things, as applicable: (i) the Winner's eligibility for the Contest and compliance with these Contest Rules; (ii) the Winner's acceptance of the Prize as offered; (iii) the Winner's release of Meta, X, Porter Airlines Inc., PortsToronto and PortsToronto's and Porter Airline's respective directors, officers, partners, licensees, subsidiaries, agents, employees, advisors, successors, assigns, representatives and all others associated with the development and execution of the Contest (collectively, the "**Releasees**") from any and all liability in connection with this Contest or participation in any Contest related activities; and (iv) the Winner's consent and grant to PortsToronto, of the unrestricted right, to be used at PortsToronto's discretion, to produce, reproduce, publish, broadcast, exhibit, distribute and otherwise use or re-use the Winner's name, photograph, likeness, voice and biography in any and all media now known or hereafter devised in connection with the Contest and the promotion and exploitation thereof. These Contest Rules are additional to and do not supersede the Release and in the event of any conflict between the Release and these Contest Rules, the Release will prevail. In the event of any dispute concerning the operation of any element of the Contest or these Contest Rules, the decisions of PortsToronto will be final.

7) Indemnification: By entering this Contest, each entrant acknowledges compliance with, and agrees to be bound by, these Contest Rules and by the decisions of PortsToronto, which are final and binding on all matters pertaining to this Contest. PortsToronto reserves the right to disqualify any entrant who does not abide by these Contest Rules or who tampers with the entry process. Entrants, including the Winner, save, release and hold harmless the Releasees from and against any and all manner of action, causes of action, suits, debts, covenants, contracts, claims and demands, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach and liability for physical injury, death, or property damage which the entrants or his/her administrators, heirs, successors or assigns might have or could have, by reason of or arising out of the entrant's participation in the Contest and/or in connection with the acceptance, use and/or misuse by the entrant of any Prize. In no event will PortsToronto be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising out of or relating to any entrant's participation in the Contest, or the acceptance, possession, participation in, use or misuse of any Prize by any entrant or while traveling to or from any Prize-related activity.

8) Limitation of Liability: PortsToronto does not assume any responsibility or liability for lost, late, unintelligible, falsified, damaged, misdirected or incomplete entries, submissions, notifications, responses, replies or any release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur. PortsToronto shall not be responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. The entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, misuse of or failure to receive any Prize by any Winner. PortsToronto does not assume any responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of PortsToronto, such as tampering, unauthorized intervention, technical failures, security, integrity or the proper conduct of this Contest.

9) Conduct: By participating in the Contest, each entrant agrees to be bound by the Contest Rules. The entrant agrees to be bound by any decision of PortsToronto in connection with the Contest, which will be final and binding in all respects. PortsToronto reserves the right, in its sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry and registration process, and/or (c) acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. The Winner must at all times behave appropriately when taking part in the Contest, the Prize and any media obligations and observe the Contest Rules and any other rules or regulations in force in any other medium, or in any other locations. PortsToronto reserves the right to remove from any of these locations, any Winner, as applicable, who breaks such rules and/or fails to behave appropriately and to disqualify such Winner.

10) Personal Information: By participating in the Contest, each entrant: (i) consents to and grants to PortsToronto the right to collect and use personal information, including their name, mailing address, email address, telephone number, voice and/or likeness ("**Personal Information**") for the purpose of administering the Contest, including but not limited to contacting and announcing the Winner; (ii) consents to and grants to PortsToronto the right to use their Personal Information for publicity and promotional purposes, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; (iii) consents to and acknowledges that PortsToronto may disclose their Personal Information to any federal, provincial or municipal taxing authority, which requires the information in connection with the levy or collection of any taxes or charges associated with the Prize; and (iv) consents to and acknowledges that PortsToronto may disclose their Personal Information to third-party agents and service providers of PortsToronto, including, but not limited to, its advertising and promotional agencies, in connection with any of the activities listed in (i) and (ii) above. PortsToronto will use the Personal Information only for the identified purposes.

11) Media/Publicity relating to the Contest: Each entrant grants to PortsToronto the right to use their name, likeness and/or other information concerning the entrant and/or Winner in connection with the Contest, the selection process and/or any and all promotion in connection therewith without further notice or compensation. In the event the entrant becomes a Winner, such Winner acknowledges and agrees that it shall not give any interview or make, give or release any statement for publication, or otherwise to be made public, by any means relating to the Contest, without the prior written consent of PortsToronto.

12) Intellectual Property and Company Information: All intellectual property, including but not limited to, trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by PortsToronto, Porter Airlines Inc. and/or their respective affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its respective owner is strictly prohibited.

13) Governing Law: The Contest is subject to all applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over PortsToronto or Porter Airlines Inc. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and PortsToronto in connection with the Contest will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.

14) Language Discrepancy: In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials and/or advertising in any and all media, the terms and conditions of the Contest Rules will prevail, govern and control.

15) The Contest is in no way sponsored, endorsed, administered by or associated with Meta (for greater certainty this includes Instagram and Facebook) or X.