

# **Brim Travel Contest Official Contest Rules and Regulations**

The Brim Travel Contest ("Contest") is sponsored and administered by Brim Financial Inc. ("Brim"). The Contest starts on June 1, 2018 at 12:01 a.m. EDT and closes on August 17, 2018 at 11:59 p.m. EDT ("Contest Period").

## 1. Eligibility

The Contest is open to all Canadian residents having reached the legal age of majority in their province or territory of residence prior to the Contest Period ("Eligible Participant"). Employees, representatives or agents of Brim and its subsidiaries and affiliates, media partners, advertising and promotional agencies, and members of the immediate family (parents, children, siblings and spouse, regardless of where they are domiciled) of any of the aforementioned and persons with whom any of the aforementioned are domiciled are not eligible to enter the Contest.

## 2. How to participate in the Contest

No purchase necessary. There are several ways for an Eligible Participant to obtain contest entries (each, a "Contest Entry").

Website – provide email Go to brimfinancial.com and sign-up to be a Brim Member online through <a href="https://www.brimfinancial.com/signup/">www.brimfinancial.com/signup/</a> . Being a Brim Member means that you have agreed that we can contact you by email.	One (1) Contest Entry.
Brim Card Application Apply for a Brim credit card account (if offered in the Eligible Participant's province of residence).	Forty (40) Contest Entries.
Referral Code Send referral code to one (1) non-Brim Member (that is, a person who does not yet have a Brim credit card account) who then applies for a Brim credit card.	Ten (10) additional Contest Entries. There is no limit to Contest Entries obtained from referrals.

## Mail-In Entry

Any Eligible Participant can also enter and receive 40 Contest Entries by mailing a 250-300 word essay detailing a place that they would like to visit, along with their name, address, telephone number to: Brim Financial Inc. 4101 Yonge Street, Suite 506, Toronto, Ontario M2P 1N6. Only one entry per envelope is allowed, at a maximum of one mail-in entry per Eligible Participant. Mail-in entries must be post-marked by July 16, 2018 and received by July 23, 2018.

## For all Contest Entries:

The content of Contest Entries must be the original work of the entrant and may not contain material that is: inappropriate, indecent, contain profanity, sexual content; hateful content of any kind; content that promotes violence or harm to another living creature; or any other offensive content (as determined by Brim in its sole discretion).

In the event of a dispute, all Contest Entries will be deemed to have been submitted by the owner of the email account associated with the Contest Entry or the account from which the Contest Entry was sent.

If it is discovered by Brim that any person has attempted to use multiple names, multiple identities,

multiple email addresses, multiple accounts, any automated, macro, script, robotic or other system(s) or program(s), and/or any other means not in keeping with Brim's interpretation of the letter and spirit of these Rules to enter or otherwise participate in or to disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of Brim.

#### 3. Prizes

There is one (1) prize ("Prize") to be won, which consists of a G Adventures Inca Discovery tour, 8 days Lima to Cusco for two (2). Winner's travel companion must have reached the age of majority in his/her jurisdiction of residence, or, if the travel companion is a minor and the winner is their quardian, the minimum age is 12 years.

The winner will receive two (2) places on guaranteed departures on "Inca Discovery" departing before July 22, 2019 and booked before December 31, 2018. Prize applies to the listed itinerary only and excludes optional or additional services not expressly included in the itinerary or prize, transfers, pre/post- tour accommodation, "My Own Room", insurance, amendments, and all incidentals, meals, gratuities, taxes, fees, levies, and transportation not expressly included in the itinerary. Return flights from international airport closest to winner's place of residence to Lima are included.

A travel blackout period from December 16, 2018 to January 3, 2019 applies. Space is subject to availability at time of booking.

Approximate retail value of the Grand Prize is seven thousand three hundred and ninety-eight dollars (\$7,398.00 CAD), based on Toronto departure. Exact value of the Prize depends on point of departure and destination as well as time of travel. Prize must be accepted as awarded and may not be sold transferred or converted to cash and will not be refunded if unused. No substitutions, changes or extensions are permitted. Brim reserves the right at its sole discretion to substitute the Prize for one of equal or greater value.

The winner and his/her travel companion must travel on the identical itinerary. Travel must originate from and end at the same airport. All travel elements are subject to holiday and blackout dates and availability. The winner and his/her travel companion may be required to provide appropriate government issued photo identification (such as a valid passport) at time of travel. The winner and his/her travel companion are solely responsible for determining and obtaining all necessary travel documents and other travel requirements. No changes will be made to travel details once any portion of travel arrangements have been made, except at Brim's sole discretion. Brim is not responsible for changes in schedule of any element of the prize, and Brim is not liable for any expenses incurred as a consequence of flight cancellation/delay.

### 4. Winner Selection

At 10:00 am EDT on July 23, 2018, (a "Judging Date"), three staff members or representatives of Brim (collectively, the "Judges") will randomly choose one Contest Entry from all eligible Contest Entries received during the Contest Period. The decisions of the Judges shall be final and binding (and without appeal) and may not be challenged in any way.

Odds of winning depend on the number of eligible Contest Entries received during the Contest Period.

The winner and his or her guest are responsible for all incidentals, meals, gratuities, transportation throughout the duration of the trip that are not expressly included in the cost of the itinerary, the cost of travel to the closest point of air departure, the cost of obtaining a passport of visa or other photo identification, or any additional activities the Eligible Participant elects to engage in outside of what is provided by G Adventures as part of the standard tour itinerary.

### 5. Claiming of Prizes

The Eligible Participant selected by the Judges will be contacted by email or by phone for mail-in

submissions by Brim or one of its agents or representatives, within seven (7) days following the Judging Date. In order to be declared a winner, such selected entrant must: (i) respond to notification of selection within seven (7) days of first attempt by Brim; (ii) correctly answer a time-limited mathematical skill-testing question to be administered by telephone or email at a mutually convenient time; and (iii) otherwise comply with these Rules.

Return of any prize or winner notification as undeliverable, inability to reach selected entrant or failure of selected entrant to respond to notification within 7 (seven) days of first attempt by Brim, failure to provide proof of eligibility (if requested) or other required documentation in a timely manner, failure to correctly answer the skill-testing question, or other non-compliance with these Rules may result in disqualification, forfeiture of the prize and, at Brim's sole discretion, selection of an alternate eligible entrant in accordance with these Rules, who will be subject to disqualification in the same manner.

The winner will be required to sign a release form confirming acceptance of the prize as awarded and releasing Brim and its affiliates from any liability relating to the prize. The winner's travelling companion must also complete and return a liability and publicity release before airline tickets or other components of the prize will be awarded.

The G Adventures Booking Terms and Conditions, which can be found on the G Adventures website, (<a href="www.gadventures.com/terms-conditions-policies/">www.gadventures.com/terms-conditions-policies/</a>. ) will apply to the prize and the winner and their guest agree by accepting the prize Tour that they will be bound by such Terms and Conditions.

Once the trip is confirmed, the winner may not change the departure date. The winner and guest must travel on the same Tour itinerary on the same dates. G Adventures reserves the right to approve any travel dates. G Adventures is not responsible for any travel related delays or cancellations.

No correspondence will be undertaken except with the selected Eligible Participant whose Contest Entry was drawn. Once an Eligible Participant is declared a winner by Brim, Brim will send the winner a letter containing the details on how to redeem the his/her Prize (i.e. reservation of the flights).

### 6. General Terms and Conditions

All entries submitted, and all information provided, by Eligible Participants must be complete and accurate.

Brim is not responsible for, (i) late, lost, delayed, not received, damaged, misdirected, incomplete, stolen, postage due or illegible entries; or (ii) failure to receive entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, servers, access providers, hardware or software, whether originating with sender or recipient.

Brim reserves the right to cancel or modify the contest if, in its sole discretion, it determines that the contest is not capable of running as originally planned for any reason (such as tampering or infection by computer virus, fraud, technical failures, printing or distribution errors, or any other causes or occurrences have compromised the fairness or integrity of the contest).

By entering the Contest, Eligible Participants expressly consent to Brim, media partners, advertising and promotional agencies, storing, sharing and using the personal information submitted with his/her entry only for the purpose of administering the Contest and in accordance with Brim's Privacy Policy publicly available on Brim's website.

All entries are subject to verification by Brim and may be disqualified if they are received outside of the Contest Period, are incomplete, illegible, irregular, photocopied or otherwise reproduced, submitted through illicit means or if they contain any false statements, or do not conform to or satisfy to any condition of these Contest rules and regulations.

By entering this contest, entrants consent to the use of their names and/or photographs for publicity purposes without compensation, worldwide in perpetuity and in any form of media including the Internet and social media platforms. Eligible Participants further agree that all entries submitted and their content become the property of Brim and will not be returned.

Eligible Participants agree to be bound by all decisions of Brim regarding the Contest which shall be final and binding in all respects.

By entering this Contest, Eligible Participants agree to release and hold harmless Brim and each of its respective subsidiaries and affiliates, media partners, advertising and promotional agencies and each of the foregoing entities' respective directors, officers, employees, agents, representatives, successors and assigns from any liability in connection with the Contest or, if declared a winner, the Prize awarded and use thereof.

The Contest is subject to federal, provincial and local rules and regulations.

For Quebec Residents only: Any litigation respecting 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 respecting the awarding of a Prize may be submitted to the board only for the purpose of helping the parties reach a settlement. All issues and questions concerning the construction, validity, interpretation and enforceability of these official contest rules, or the rights and obligations of an Eligible Participant in connection with the Contest, shall be governed by and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein.

Brim is a trademark of Brim Financial Inc.