

“Canada’s Luckiest Baby 5” Chance to win a Sunwing Trip for four (4) to Memories, Varadero, Cuba

Official Contest Entry Rules

THIS CONTEST IS OPEN TO RESIDENTS OF CANADA ONLY AND WILL BE INTERPRETED AND SUBJECT TO ALL CANADIAN LAW. VOID WHERE PROHIBITED. NO PURCHASE NECESSARY TO ENTER OR WIN.

“Canada’s Luckiest Baby 5 - Chance to win a Sunwing Trip for four (4) to Memories, Varadero Contest” (the “Contest”) is administered by Square Crop Studios Inc., the parent company of Parent Life Network (the “Sponsor”). Any questions, comments or complaints regarding the Contest should be directed to the Sponsor at 301-312 Adelaide St. W., Toronto, ON, M5V 1R2. By participating in this Contest, each contestant agrees to be legally bound by these Official Contest Entry Rules (the “Rules”).

1. CONTEST PERIOD

The Contest is run by the Sponsor and will take place from **October 28, 2016 to December 5, 2016 at 11:59:59 p.m. ET** (the “**Contest Period**”). The Sponsor reserves the right (subject only to the consent of the Regie des alcools, des course et des jeux) to cancel, terminate, modify, amend, extend or suspend the Contest, and select a winner from previously received applicable eligible Entries.

2. ELIGIBILITY

The Contest is open to all legal residents of Canada who:

- (i) reside in any province or territory within Canada;
- (ii) have reached the age of majority in their province of residence as of the date of entering the Contest;
- (iii) are EITHER the parent or legal guardian of a child who is (or is, him or herself) qualified to be designated as the beneficiary of the prize OR, have received permission from the child’s parent or legal guardian (or from such other intended beneficiary, if such individual is over the age of majority in his/her province or territory of residence) to designate the child who is a legal resident of Canada, and under the age of four, and eligible to be a beneficiary;
- (iv) are not employees, representatives or agents of the Sponsor, Parent Life Network, Sunwing Vacations Inc. (“Sunwing”) or the children of or anyone domiciled with such employees, representatives or agents (whether related or not), or a Contest judge.
- (v) have created a Parent Life Network Account (“**PLN Account**”) prior to **November 30, 2016 at 11:59:59pm.**
- (vi) have read and accepted, and agreed to comply with these Rules.

3. PRIZES

3.1. **Prize:** There is a total of one (1) Sunwing Family Trip for four (4) to Memories, Varadero, Cuba available to be won consisting of the following:

Winner is entitled to a Family trip for two (2) adults and two (2) children under the age of 17 to Memories Varadero Beach Resort, Varadero, Cuba which shall include the following:

- Round trip airfare, based on economy class, for two (2) adults and two (2) children from a Canadian gateway which Sunwing Airlines operates to Varadero Cuba[insert destination] (“Destination”).
- 7 nights’ standard accommodation (based on quadruple occupancy, base room category) at Memories Varadero Beach Resort
- all hotel taxes and processing fees;
- land airport-hotel transfers in the destination; and
- all standard meals and beverages while at Memories Varadero Beach Resort

The approximate value of the Prize is \$4,000 if departing from Toronto, Ontario. The actual amount may vary according to the location of the airport nearest the Prize winner’s place of residence. All amounts in these Rules are in Canadian dollars.

Trip is valid from December 01, 2016 to October 31, 2017. Trip includes round-trip economy airfare from a major Canadian international airport, which Sunwing Airlines operates, closest to the winner’s residence, Blackout dates include December 17, 2016 - January 3, 2017, February 20 - 24, 2017, March 13 - 17, 2017, April 09 - 16, 2017 and August 01 - 31, 2017.

All of the personal expenses, custom duties, entry fees, airport improvement fees, connector flights, tourist cards, surcharges, insurance charges, port expenses, shipboard gratuities, excursions fees, select beverages, ground transportation not specifically mentioned above (including transportation to and from the Prize winner and guests’ homes), excess baggage fees, costs associated with obtaining travel documents, visas, or necessary vaccinations, room upgrades and any other incidental costs or other expenses not specifically set forth in these rules are of the winner and his/her travel companion(s) are their sole responsibility.

The winner is solely responsible for payment of any applicable taxes including, but not limited to, departure taxes, and applicable federal, provincial, municipal, state and/or local taxes on the Prize) and reporting any taxable income associated with the Prize. The Prize cannot be substituted or transferred to a third party. Any additional costs not described in these Rules as part of the Prize that are incurred in collecting and using the Prize are the winner's responsibility.

Travel arrangements and reservations regarding the flight must be made according to instructions given to the Prize winner. Once reservations are made, they cannot be changed. All reservations are subject to the terms and conditions set out in Sunwing’s brochure or located on Sunwing’s website located at www.sunwing.ca. Other restrictions may apply, please contact Sunwing for more information.

The Prize winner and his or her guests must travel together on the same itinerary from the same departure airport as approved by Sunwing. The Prize winner and his or her guests must be in possession of a valid passport and other necessary travel

documents upon selection, which documents must be valid prior to, and for the duration of the trip. Failure to obtain necessary travel documentation will result in forfeiture of the Prize.

Any lost or stolen tickets, travel vouchers or certificates will not be replaced. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Sunwing reserves the right to structure travel routes and select hotels in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight except at the sole discretion of Sunwing.

If the Prize, or any portion thereof, is unused, it cannot be carried forward and will be forfeited.

Elements of the Prize (including, without limitation, airfare and lodging) may not be used towards frequent flyer miles or other loyalty programs.

The Prize winner and his or her guests must comply with all applicable laws, including but not limited to, all local laws while in destination.

4. METHODS OF ENTRY

4.1. **Contest Entry:** To enter the Contest for a chance to win the Prize, the contestant must complete either the Online Entry and Registration OR the Mail in Entry.

(a) **Method One - Online Entry and Registration:** To enter the Contest for a chance to win the Sunwing Trip for four (4) to Memories, Varadero, Cuba online, the contestant must:

(i) Visit the Contest website at <http://clb5.parentlifenet.com>;

(ii) **Between October 28, 2016 and November 30, 2016:** Login with an active PLN Account OR create a new PLN Account. To create a new PLN Account a contestant must provide a valid email, choose a password, and then provide a full name, birth date, and home postal code. To create a new Account a contestant must also agree to receive Commercial Electronic Messages (“CEM’s”) from the Parent Life Network (“PLN”) but may unsubscribe from such messages at any time by visiting Contest by visiting parentlifenet.com/user/communication or from within any CEM sent to the user without affecting their entry or odds of winning in the contest; OR

Between December 1, 2016 and December 5, 2016: Login with an active PLN Account.

(iii) Complete the Contest Entry Form (the “**CE Form**”). To Complete the CE Form Contestants must agree to allow PLN to share their registration information with Sunwing and consent to receipt from Sunwing of CEM’s about offers, promotions, and information about Sunwing products and services. The contestant may opt out of email communications from Sunwing at any time by following the unsubscribe details provided in all Sunwing communications without losing his or her entry into the Contest. Once the CE Form is complete, the contestant must click enter to agree to the contest rules. The contestant will then obtain ten entries into the Contest for a chance to win The Prize and will be registered with the Contest.

Incomplete CE Forms or CE Forms completed by PLN Accounts containing false information may be deemed invalid and may be disqualified at the Sponsor’s sole discretion. Only fully completed CE Forms with valid information received by the Sponsor’s servers during the Contest Period will be accepted for online entry into this Contest.

(b) **Method Two – Mail In Entry:** If a contestant does not wish to enter online or does not wish to create a PLN Account or agree to have their details shared with Sunwing , the contestant may: print his/her first name, last name, email address, telephone number, complete mailing address (including postal code) and signature on a plain white piece of paper (no larger than 8.5 by 11 inches) and mail it (in an envelope with sufficient postage), to the Sponsor, at: Contest Administrator, Parent Life Network, 301-312 Adelaide St. W., Toronto, ON, M5V 1R2, Attn: Canada’s Luckiest Baby 5 – Chance to win a Sunwing Trip for 4 to Memories, Varadero Contest. Upon receipt and verification of a contestant’s complete entry request in accordance with these Rules, the contestant will receive ten entries into the Contest. To be eligible, all mail-in entry requests must be received during the Contest Period in a separate envelope bearing sufficient postage (i.e. mass mail-in of entry requests in the same envelope will be void). The Releasees (defined below) will not be responsible or liable for any lost, stolen, delayed, illegible, damaged, misdirected, insufficient postage, late or destroyed mail-in Contest entry requests.

4.2. **Multiple Registration Not Permitted:** Contestants can only use either the Contest Website (or its iframe) or the Mail-In Entry option (section 4.1 (b)) to register for the Contest one (1) time in total. If it is discovered that a contestant has attempted to: (i) enter more than one (1) time or (ii) use (or attempt to use) multiple names, email addresses or identities to enter, or otherwise participate in, the Contest, then (in the sole and absolute discretion of the Sponsor) he/she may be disqualified from participating in the Contest and all of his/her entries may be disqualified. Use (or attempted use) of multiple identities, mail-in envelopes, email addresses and/or any automated system to register for or otherwise participate in this Contest is prohibited and is grounds for disqualification. **One Registration Per Person:** For greater certainty, no contestant may enter the Contest more than once regardless of the method of participation.

4.3. **Earning Extra Entries:** Each registered contestant will have the ability to earn a maximum of 10,000 additional entries (“**Extra Entries**”) in the Contest. All Extra

Entries must be earned during the Contest Period. No purchase is necessary to obtain any Extra Entries. To earn Extra Entries a contestant may:

- (a) Perform specific actions (“**Action**”) as set out at <http://clb5.parentlifenet.com/entry/>. Actions could include, but are not limited to: subscribing to specific social media; sharing information about the contest on social media sites; inviting friends to join the contest; visiting specific websites; watching specific web videos; entering a specific code; uploading specific text, images or videos (“**Content**”); or completing a survey. Entries will be awarded when the completed Action is received by the Sponsor’s server.

Sponsor reserves the right, at its sole discretion, to award entries to contestants who have previously completed these Actions prior to the Contest Period. Sponsor may require verification of Action completion in which case contestants will be notified upon login to the contest.

Each Action completed and received by Sponsor's servers will award a specific number of Extra Entries to the contestant completing the Action. Actions may be time limited. All times published in the advertisement of Actions will be Eastern Time.

- (b) The Sponsor reserves the right to amend these Rules (subject only to the consent of the Regie des alcools, des courses et des jeux) in order to add additional means of earning Extra Entries by posting them on the Contest website. No purchase is necessary.

Earning Extra Entries - No Purchase Necessary

To earn all extra entry options described in (a) above, alternatively a contestant may: print his/her first name, last name, email address, telephone number, complete mailing address (including postal code) and signature on a plain white piece of paper (no larger than 8.5 by 11 inches) and mail it (in an envelope with sufficient postage), to the Sponsor, at: Contest Administrator, Parent Life Network, 301-312 Adelaide St. W., Toronto, ON, M5V 1R2, Attn: Canada’s Luckiest Baby 5 Contest – All Extra Entries. Upon receipt and verification of a contestant’s request in accordance with these Rules, the contestant will receive all entries available in (a) above added to their total number of entries before the Sunwing Trip for four (4) to Memories, Varadero, Cuba draw is conducted. To be eligible, all mail-in requests must be received during the Contest Period in a separate envelope bearing sufficient postage. The Releasees (defined below) will not be responsible or liable for any lost, stolen, delayed, illegible, damaged, misdirected, insufficient postage, late or destroyed mail-in Extra Entries requests.

5. DRAW& WINNER SELECTION PROCESS

- 5.1. **Co-Ordination with Other Canada’s Luckiest Baby 5 Contests:** The Sunwing Trip for four (4) to Memories, Varadero, Cuba draw will occur in co-ordination with all other Canada’s Luckiest Baby 5 Contests (as described at <http://clb5.parentlifenet.com/rules>). Entries earned in the Contest (section 4) will be valid for every Canada’s Luckiest Baby 5 contest for which the contestant has entered.

- 5.2. **Random Draw:** On **December 6, 2016** at or about **2:00 pm ET** (the "**Draw Date**") in the city of Toronto, in the province of Ontario, at the offices of the Sponsor, **one (1)** entry will be randomly selected from all eligible entries received by the Sponsor during the Contest Period for any Canada's Luckiest Baby 5 Contest. If the contestant who owns the selected entry, and who is otherwise eligible to win, has entered the "Canada's Luckiest Baby 5 - Chance to win a Sunwing Trip for four (4) to Memories, Varadero Contest", he or she will be the selected contestant who is eligible to win the Sunwing Trip for four (4) to Memories, Varadero, Cuba subject to compliance with these Rules. In the event that the first valid entry selected in the co-ordinated draw has not entered the "Canada's Luckiest Baby 5 – Chance to win a Sunwing Trip for four (4) to Memories, Varadero Contest, a separate draw will take place during which **one**
- (1)** entry will be randomly selected from all eligible entries received by the Sponsor during the Contest Period by contestants who have entered the "Canada's Luckiest Baby 5 - Chance to win a Sunwing Trip for four (4) to Memories, Varadero Contest. This secondary draw will have no co-ordination with other Canada's Luckiest Baby 5 contest draws
- 5.3. **Odds of Winning:** The odds of winning the Sunwing Trip for Four (4) to Memories, Varadero, Cuba are dependent on the number of eligible entries earned by the contestant and the number of eligible entries received by the Sponsor during the Contest Period in accordance with these Rules.
- 5.4. **Contacting Selected Contestant:** Sponsor will attempt to arrange and in person meeting with the selected contestant within thirty (30) days of the draw date. If the Sponsor is unable to arrange an in person meeting within thirty (30) days of the draw date, Sponsor will then make an additional minimum of two (2) attempts to contact the selected contestant by email using the information provided at the time of Account registration (or on mail in entry) between thirty-one (31) and thirty-five (35) days of the draw date. If the selected contestant cannot be contacted (i.e. does not reply to the email from the Sponsor or its representative) within forty (40) days of the draw date, then he/she may be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to select an alternate selected contestant from among the remaining eligible entries (in which case the foregoing provisions of this section shall apply to such new selected contestant).
- 5.5. **Declaration and Release Form; Skill-Testing Question:** In order to be declared the confirmed Sunwing Trip for Four (4) to Memories, Varadero, Cuba Winner, the selected contestant (or, if he or she is a minor in his/her province or territory of residence, his/her parent or legal guardian) must, in addition to meeting the Contest eligibility criteria and otherwise complying with these Rules, correctly answer a time-limited mathematical skill testing question without assistance of any kind, whether electronic or otherwise, and sign and return within 5 business days of notification by e-mail, a Declaration and Release prepared by the Sponsor which, among other things:
- (i) confirms compliance with these Rules;
 - (ii) acknowledges acceptance of the Prize, as awarded;
 - (iii) releases the Releasees (as defined below) from any liability and damage which could arise out of or in any way related to the

Contest and from the awarding, receipt, possession and/or use or misuse of the Prize; and

- (iv) allows the Licensees (as defined below) to use, reproduce and/or publish in any related publicity, his/her name, photograph, image, likeness, biographical information, any statements made regarding a prize, place of residence, and/or voice for advertising and promotional purposes in perpetuity and in any manner and in any medium (including the Internet), without any compensation or further attribution or notification.

If the selected contestant:

- (i) does not correctly answer the mathematical skill testing question in the manner prescribed;
- (ii) fails to return the properly executed Declaration and Release within the specified time;
- (iii) cannot accept the Prize for any reason; or
- (iv) otherwise fails to comply with the Rules;

THEN HE/SHE WILL BE DISQUALIFIED (AND WILL FORFEIT ALL RIGHTS TO THE PRIZE) AND THE SPONSOR RESERVES THE RIGHT, IN ITS SOLE AND ABSOLUTE DISCRETION, TO SELECT FROM AMONG ALL REMAINING ELIGIBLE ENTRIES AN ALTERNATE SELECTED CONTESTANT AS THE POTENTIAL WINNER OF THE SUNWING TRIP FOR FOUR (4) TO MEMORIES, VARADERO, CUBA (IN WHICH CASE THE FOREGOING PROVISIONS OF THIS SECTION SHALL APPLY TO SUCH NEW POTENTIAL PRIZE WINNER). NOTWITHSTANDING ANY OTHER PROVISION OF THESE RULES, THE SPONSOR RESERVES THE RIGHT TO DETERMINE HOW THE PRESENTATION OF A PRIZE WILL OCCUR INCLUDING IN A MEDIA EVENT, BY MAIL OR IN PERSON.

6. PRIZE(S) DELIVERY:

6.1. **Prizes Delivery:** The Sponsor or its representatives will send the prize(s) to the confirmed Prize winner and the confirmed Runner Up prize winners at his/her registered address. Please allow **six (6) to eight (8) weeks** for delivery of same.

7. GENERAL TERMS AND CONDITIONS

7.1. **Verification of Entries:** The Sponsor reserves the right, in its sole and absolute discretion, to verify or require proof of identity and/or eligibility (in a form acceptable to the Sponsor) from any contestant in this Contest or for any Extra Entries earned, or purportedly earned, by such contestant to be considered valid for the purposes of this Contest. Contestants whose entries cannot be verified to the satisfaction of Sponsor in its sole and absolute discretion may be disqualified from the Contest and will not be eligible to win any prize. The sole determinant of the time for the purposes of a valid registration and/or entry in this Contest will be the Sponsor's records.

7.2. **No Liability:** The Releasees (defined below) will not be liable for: (i) any failure of the Website, Sponsor servers or other Square Crop Studios Inc. or Parent Life

Network sponsored sites during the Contest; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any entry, registration or Action to be received by the Sponsor for any reason including, but not limited to, technical problems or traffic congestion on the Internet or at any website, or mail disruption or delays; (iv) any injury or damage to a contestant's, or any other person's computer related to or resulting from participating or downloading any material in the Contest; and (v) any combination of the above.

7.3. Acceptance of Prizes:

- (a) All prizes must be accepted as awarded and are not transferable, assignable or convertible to cash (except in Sponsor or any prize supplier's sole and absolute discretion);
- (b) The costs of everything not specifically stated as included in the prizes are the sole responsibility of the winner;
- (c) If the winner does not utilize any part(s) of his/her prize, then any such part(s) not utilized will be forfeited in their entirety and nothing will be substituted in their place;
- (d) Sponsor and each prize supplier reserves the right at any time to:
 - (i) Place reasonable restrictions on the availability or use of the prizes or any component thereof; and
 - (ii) Substitute a prize or a component thereof for any reason with a prize or a prize component of equal or greater value, including, without limitation, but solely at the Sponsor or any prize supplier's sole discretion, a cash award;
- (e) By accepting a prize, the winner agrees to waive all recourse against the Releasees (as defined in Section 7.7) if the prize or a component thereof does not prove satisfactory, either in whole or in part.

7.4. Content Submission Requirements: BY SUBMITTING ANY "CONTENT" TO EARN EXTRA ENTRIES, EACH CONTESTANT HEREBY REPRESENTS AND WARRANTS THAT THE CONTENT (AND EACH INDIVIDUAL COMPONENT THEREOF) COMPLIES WITH THESE RULES, ALL APPLICABLE LAWS (INCLUDING INTELLECTUAL PROPERTY LAWS) AND THE SUBMISSION REQUIREMENTS. THE RELEASEES (defined below in Section 7.7) WILL BEAR NO LIABILITY REGARDING THE USE OF ANY CONTENT (OR ANY COMPONENT THEREOF) BY THE SPONSOR. THE RELEASEES SHALL BE HELD HARMLESS BY THE CONTESTANT IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT THE CONTESTANT HAS DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THESE RULES.

Any Content submitted to the site must not contain:

- i. material that is hateful, tortious, defamatory, slanderous or libelous, that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;

- ii. any form of propaganda or inappropriate or offensive language; or
- iii. material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement.

Prior to or after being posted on the Contest Website, each of the Sponsor, its promotional agency and designated Content moderator (each, a "**Reviewer**") reserves the right to initially screen every piece of Content. Any Content that a Reviewer deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Rules or any applicable law (including intellectual property laws) will be disqualified. Prior to being posted on the Contest Website, each Reviewer reserves the right, in its sole and absolute discretion, to edit or modify any Content, or to request a contestant to modify, edit and/or re-submit his or her Content, in order to ensure that the Content complies with these Rules, or for any other reason. If Content is deemed to be inappropriate, the contestant will receive an email notification from Sponsor indicating that the Content has not been posted or has been removed, and he/she will have an opportunity to re-submit his or her revised Content for consideration by a Reviewer. If a contestant has attempted to submit Content three (3) times and has been rejected each time, then the Sponsor reserves the right, in its sole and absolute discretion, to disqualify the contestant from participating in the Contest.

- 7.5. **Number of Prizes/Winners:** By entering the Contest, each contestant acknowledges that the Sponsor shall not be required under any circumstances to award more prizes than the number of available prizes, as set out in these Rules.
- 7.6. **Termination of Contest:** The Sponsor reserves the right, in its sole and absolute discretion, to void any entry and/or withdraw, suspend, amend or terminate this Contest in whole or in part (or to amend these Rules) in any way at any time without prior notice (but subject to applicable law and to the consent of the Regie des alcools, des courses et des jeux), 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 Sponsor that, in the Sponsor's sole discretion interferes with the proper conduct of this Contest as contemplated by these Rules, or in the event of any accident, printing, administrative, or other error or any kind, or for any other reason. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made, the person will be automatically disqualified and the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law.

The Sponsor reserves the right, in its sole and absolute discretion, 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 contestant, entry, or vote with these Rules, or as a result of technical problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules.

- 7.7. **Release and Exclusion of Liability.** By entering or attempting to enter the Contest, each contestant and/or purported contestant agrees to release, discharge, and forever hold harmless the Sponsor, Sunwing and their

respective officers, directors, employees, shareholders, agents and other representatives (collectively, the “**Releasees**”) from any and all claims, actions, damages, demands, manner of actions, causes of action, suits, debts, duties, accounts, bonds, covenants, warranties, indemnities, claims over, contracts and liabilities of whatever nature or kind arising out of, or in connection with the contestant’s participation or attempted participation in the Contest, compliance or non-compliance with these Rules and acceptance, use or misuse of any prize. The Releasees will not be responsible for lost, incomplete, late or misdirected entries or for any failure of the Contest website during the Contest Period, or for any technical malfunction or other problems with, any telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software or for any technical problems or traffic congestion on the Internet or at any website, or any mail disruption or delay, or any combination of the foregoing, and will not be liable for any resulting injury or damage to any person or property arising from, or relating to, that person’s or any other person’s participation or attempted participation in the Contest.

7.8. Name/Image of Winners and Content:

- (a) By entering the Contest or submitting Content for Extra Entries, each contestant:
 - (i) grants to the Sponsor, its affiliates, and the suppliers of the Prize (collectively, “**Licensees**”), in perpetuity, a non-exclusive, irrevocable license to publish, display, reproduce, modify, edit or otherwise use (as the Licensees may in their sole discretion deem appropriate and without right of approval by the contestant) his/her submitted Content, in whole or in part, for advertising or promoting the Contest or for any other reason in any manner and in any medium (including the Internet), without any compensation or further attribution or notification, and waives his or her moral rights to such Content;
 - (ii) authorizes the Licensees to use, reproduce and/or publish in any related publicity, his/her name, photograph, image, likeness, biographical information, any statements they make regarding a prize, place of residence, and/or voice for advertising and promotional purposes in perpetuity and in any manner and in any medium (including the Internet), without any compensation or further attribution or notification;
 - (iii) agrees that anything created by the Licensees which is derived from the contestant’s Content, voice, photograph, image, likeness or any statements the contestant make regarding a prize, is owned by the Sponsor, its affiliates or prize suppliers, as applicable; and
 - (iv) on his/her own behalf, and on behalf of his/her heirs, executors, administrators, personal representatives, successors and assigns, hereby release and discharge the Releasees (as defined above) from and against any and all claims (whether known or unknown, in law or in equity) that he/she or any of his/her heirs, executors, administrators, successors, or assigns may have or that may later accrue against any of the Releasees for any damages, losses,

liabilities, costs, legal fees, expenses or injuries based on publicity rights, defamation, libel, slander, portrayal in a false light, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action arising out of or relating directly or indirectly in any way to the entry, a vote (if applicable) or use of his/her Content (if applicable), name, photograph, image, likeness, biographical information, any statements they make regarding a prize, place of residence, and/or voice.

- (b) For greater certainty, the Sponsor, its promotional agency and/or the Reviewer reserves the right, in their sole and absolute discretion and at any time during the Contest, to modify, edit or remove any Content, or to request a contestant to modify or edit his or her Content, if a complaint is received with respect to the Content, or for any other reason. If such an action is necessary at any time, then the Sponsor reserves the right, in its sole and absolute discretion, to reset the entry count associated with the Content to zero (or, to whatever number the Sponsor deems appropriate in its sole and absolute discretion).
 - (c) Subject to subsection (i) above, if a contestant has any questions or does not wish the Sponsor to use any or all of his/her name, photograph, image, likeness, biographical information, any statements made regarding the prize, place of residence, and/or voice for purposes other than Contest administration, please contact the Sponsor by mail at 301-312 Adelaide St. W., Toronto, ON, M5V 1R2.
- 7.9. **Dispute** – 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 email address submitted at the time of entry. “**Authorized account holder**” is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. A contestant may be required to provide proof that he/she is the Authorized account holder of the email address associated with the selected entry and/or a vote, and, if applicable, that he/she has all necessary consents, permissions and/or licenses as required by these Rules.
- 7.10. **Personal Information:** By entering this Contest, each contestant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal and other information submitted with his/her entry for the purpose of administering the Contest and in accordance with Sponsor’s privacy policy (<http://accounts.parentlifenet.com/terms>), unless the contestant otherwise specifies by giving Sponsor notice in writing. In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, these Rules shall prevail, govern and control.
- 7.11. **List of Winners:** For the names of the prize winners, available after December 31, 2016, the contestant must send a letter along with a self-addressed postage stamped envelope to “Canada’s Luckiest Baby 5 - Contest Request List, at 301-312 Adelaide St. W., Toronto, ON, M5V 1R2. The winners’ names will be available until December 5, 2017.

- 7.12. **Sponsor's Decisions:** This Contest is subject to all applicable federal, provincial, municipal and local laws and regulations. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all contestants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of contestants, entries, and votes.
- 7.13. **Sunwing , Facebook/Twitter/Instagram or any Social Media Disclaimer (i.e. YouTube, etc.):** The Contest is in no way sponsored, endorsed, administered by, or associated with Facebook, Twitter, Instagram or any Social Media nor is it sponsored, endorsed or administered by Sunwing (collectively, "**Third Parties**"). Each contestant acknowledges that he/she provides his/her information to the Sponsor and not to any Third Parties unless contestant opts in to provide personal information to Sunwing at the time of registration. All Third Parties are completely released of all liability by each contestant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to any Third Party.
- 7.14. **FOR RESIDENTS OF QUEBEC:** 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 Régie only for the purpose of helping the parties reach a settlement.