## Te llevamos a Sonora / We Take you to Sonora

# **Official Rules (EN)**

These are the official rules of the "We take you to Sonora with Aeromexico!" Instagram Giveaway contest (the "Contest").

**NO PURCHASE NECESSARY TO ENTER OR WIN.** By entering this Contest, entrants agree that they have fully read, understood, and will abide by these Official Rules. These rules supersede all other prior terms and conditions, understandings, arrangements, or agreements, whether verbal or written, in relation to the Contest

Administration and Sponsor: This Contest is intended to be conducted in the province of Ontario, is administered by the Embassy of Mexico in Canada (the "Contest Organizer") and the prizes will be provided and sponsored by Aeromexico (the "Contest Sponsor"). All decisions of the Contest Organizer and the Contest Sponsor are final and binding in all matters as they relate to this Contest.

**Entry Period:** The Contest entry period commences on September 9, 2024, at 12:01 am EST and ends on September 14, 2024, at 11:59 p.m. (the "entry period"). Only entries received during the entry period, and which are otherwise fully compliant with these Official Rules are "eligible entries".

**Eligibility**: The Contest is open to Canadian residents of the age of majority as defined by such resident's province or territory.

Officials, employees and representatives of the Contest Organizer and the Contest Sponsor, including their immediate families, are not eligible to enter the Contest. For the purpose of this Contest, "immediate family" is defined as parent, sibling, child or any person residing in the same household as, or domiciled with, any such official, employee or representative.

## How To Enter

There is no purchase necessary to enter the Contest. Each person that wishes to enter the Contest must use their own Instagram account:

- 1. Follow the official Instagram account of the Mexican Embassy in Canada (<u>https://www.instagram.com/embamexcan</u>) and like the post where the Contest is announced.
- 2. From September 10 to 12 upload one (1) photo of their visit to Casa Sonora at the Embassy of Mexico or of their visit to any of the 3 restaurants hosting Sonora Nights.
- 3. Upload on a second post, one (1) photo of their visit to the festival Viva México on Sparks St. on September 13 or 14.
- 4. On both photos, the entrant should tag two friends they would like to take to Sonora using the hashtags #SMC2024Sonora and #VivaMexicoSparksSt.
- **Casa Sonora** is a free exhibition open to the public, located at the Mexican Embassy in Canada, 45 O'Connor St Suite 1000 (10th Fl), Ottawa, Ontario K1P 1A4. From September 9 to 12, 2024. Open from 9:00 AM to 5:00 PM.
- **Sonora Nights** is a series of gastronomic events offering authentic Sonoran cuisine. Such events may have a cost and the restaurants hosting the events may require a reservation. The dates and times of the events are as follows:
  - Wednesday September 11<sup>th</sup>, 2024, at 8:30 pm at Fiesta & Tequila: 565 Somerset Street West, Ottawa, Ontario K1R 5K2
  - Thursday, September 12<sup>th,</sup> 2024 at 5:30 pm at Azta Taqueria: AGORA in Le Plateau, 20 allée de Hambourg, Suite 110, Gatineau, Québec J9J 4K3
  - Thursday, September 12<sup>th</sup>, 2024 at 8:30 pm at Margarita Restaurant: 895 Bank St, Ottawa, ON K1S 3W4
- Viva México on Sparks is a free event, open to the public on Sparks St. between Kent & Lyon St. The dates that the event will be open within the entry period will be September 13<sup>th</sup> through the 14<sup>th</sup> 2024, from noon until 10:00 pm.

The program for all events is subject to change, please check the calendar at: <u>https://embamex.sre.gob.mx/canada/index.php/en/cultural-affaris/cultural-activities</u>

The entrant must upload and post the (2) two photos as described in these rules to obtain (1) one entry to the Contest. The entrant must visit in person events/locations. Posts must be new; entrants cannot add hashtags to an old post. Entrants must have a public Instagram profile until a Winner is announced. A maximum of (1) one entry per person will be accepted during the entry period. In the case of multiple entries, only the first eligible entry will be considered, and the remainder will be void.

All entries must be received via Instagram and shall be deemed to be submitted by the authorized account holder of the Instagram account associated with the entry, as applicable.

The entrant represents and warrants that posts and photographs submitted by the entrant in connection with the Contest (the "Work"): (i) Does not contain any material that is libelous, defamatory, profane, or obscene; (ii) the Work is original and all right, title, and interest (including copyright) therein and thereto is owned and/or controlled by the entrant to the full extent necessary to enable the Contest Organizer and/or the Contest Sponsor to use the Work as contemplated by these Contest Rules; and (iii) the Work does not infringe upon the intellectual property or other statutory common law rights of any third party. Each entrant agrees that the Contest Organizer and the Contest Sponsor may use and publish the Work on their own controlled websites, viewing galleries, and/or social media platforms. The Contest Organizer reserves the right to remove or request for the removal of any post that does not follow Instagram/meta community guidelines or that may be deemed illegal in any way.

**Conditions of Entry:** By entering the Contest, entrants (i) acknowledge compliance with these Official Rules including all eligibility requirements, and (ii) agree to be bound by the Official Rules and by the decisions of the Contest Organizer and/or Contest Sponsor, made in its sole discretion, which shall be final and binding in all matters relating to this Contest. Entrants who have not complied with these Official Rules will be disqualified.

Entries that do not comply with the rules, including pictures that are blurry or not visible, at the sole discretion of the Contest Organizer, may be disqualified. Entries will be declared ineligible and invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically altered. Entries are subject to verification.

Any circumstances not covered by the rules will be decided solely by the Contest Organizer, including cancellation of the Contest due to unforeseen circumstances or non-compliant entries.

#### Winner Notification/Selection:

There will be one (1) prize to be awarded. All eligible entries received will be listed in a numbered spreadsheet and one (1) random number will be selected

during an in person live draw on the main stage of the Viva México on Sparks St. Festival on Sunday, September 15<sup>th</sup>, 2024, at 1:00 PM, or if a very large number of entries is received, at the alternate date of September 19 at the Embassy of Mexico. The entrants selected by this process are "Selected Entrants".

The Contest Organizer will then contact the Selected Entrant via direct message on Instagram to confirm their eligibility. No communication or correspondence will be exchanged with entrants except with Selected Entrants.

The Selected Entrant may be required to provide the Contest Organizer and/or the Contest Sponsor evidence of being the authorized account holder of the Instagram associated account.

The Selected Entrant may be required to answer, unaided, a time-limited, mathematical skill-testing question, to be administered during a prearranged mutually convenient time. A Selected Entrant who answers correctly the skill-testing question will be deemed a "Winner". Any Selected Entrant who cannot answer the skill-testing question correctly, or who cannot be contacted (or who fails to respond to a direct message via Instagram from the Contest Organizer to their Instagram account) within two (2) days (or 48 hours) of the Contest Administrator's first attempt to contact such Selected Entrant may, at the sole discretion of the Contest Administrator, be declared ineligible and forfeited and the Contest Organizer reserves the right, in such event, in its sole discretion, to select at random one or more additional entrants whom it shall attempt to contact, and who shall be subject to disqualification, in the same manner.

The Contest Organizer will provide the Winner with the information and steps needed to claim the prize from the Contest Sponsor. Before being awarded a prize, the Winner may also be required to sign a declaration and release form stating that she/he has read, understood, and complied with these Contest Rules, grants all consents required as contemplated in these Contest Rules, authorizes the Contest Organizer and/or the Contest Sponsor to broadcast, publish and disseminate his/her name, address, photograph, likeness, and voice, in connection with any promotion or publicity, and/or for general news, entertainment, and information purposes at no compensation to the Winner, accepts the prize as offered, releases the Contest Organizer and Contest Sponsor from any and all liability of any kind arising out of the Winner's participation in this Contest and receipt and use the prize, and any other matter that the Contest Organizer deems necessary.

**Chances of Winning:** Odds of winning will depend on the number of entries received during the entry period.

#### Prize

Each entrant is only eligible	e to win one (1) prize.
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Prize value:	The Prize has an estimated retail value of \$1,200 Canadian Dollars. (around 650CAD+ per certificate)
Each Prize Includes:	One (1) round-trip ticket(s) from CANADA to Mexico in Economy Class for two (2) people. Applicable from any gateway operated by Aeromexico to any destination in Mexico served by Aeromexico from Canada.
Terms and Conditions of Travel Certificates:	<ul> <li>Only valid on Aeromexico-operated flights. Does not apply to any code-shared flights.</li> <li>Applicable taxes and surcharges are not included and must be paid before the tickets are issued.</li> <li>The recipient of this ticket must be over the age of 18.</li> <li>All requests will be subject to availability in "G" Class.</li> <li>Holiday periods and high-demand seasons may be embargoed.</li> <li>The certificate is non-transferable, non-refundable, and does not have any cash value.</li> <li>Travel must commence on/after September 16, 2024. Minimum period of stay and any other requirements for travel should be verified with</li> </ul>

All expenses and charges not included in the above prize description are the sole responsibility of the Winner, including but not limited to ground transportation to and from gateway airports, hotels, meals, accommodation, telephone, fax or cable charges, merchandise, souvenirs, travel insurance, travel documentation, hotel incidentals and all other personal expenses of any kind. The Contest Organizer is not responsible for any delay, postponement, suspension, rescheduling, or cancellation, for any reason, of any prize, and the Winner or their guest will not be compensated in the event of such delay, cancellation, or other event described herein.

It is the prize Winner's responsibility to report the value of any prizes won (if applicable) on his/her Canadian income tax filings. Contest Organizer and Contest Sponsor's rulings are final and without appeal in all matters related to the Contest and the awarding of prizes. Contest Sponsors will have no responsibility to report prize winnings to CRA. It is the Winner's responsibility to ensure that all prizes are redeemed before any expiry date listed on any prize certificate.

**Prize Substitution:** The prize must be accepted as awarded without substitution and is not transferable or available for resale and has no cash surrender value. The Contest Sponsor reserves the right, in their sole discretion, in the event that the prize or any component of the prize cannot be awarded as described for any reason, to substitute a similar prize or component of equal or greater value without liability. Should a Winner be unable to claim his/her prize or prize portion as awarded, his/her right to that prize or prize portion will be forfeited. The prize Winner shall not be entitled to receive, in cash, certificate, or otherwise, the balance of any amount representing the difference of the approximate retail value and actual cost.

**Indemnification by Entrants:** By entering the Contest, entrant: (a) releases and holds harmless the Contest Sponsor and Contest Organizer their

respective directors, officers, employees, related organizations, subsidiaries, and affiliates, from any and all liability for any injuries, loss or damage of any kind to persons, including death, or property damages, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any prize, participation in this Contest, or participating in any prize-related activity; and (b) agrees to fully indemnify the Contest Organizer and the Contest Sponsor their respective directors, officers, employees, parent companies, subsidiaries, affiliates, suppliers and agents from any and all claims by third parties without limitation, arising from entrants non-compliance with the Official Rules.

**General Conditions:** The Contest Organizer extends absolutely no representations or warranties with respect to any prize and accepts no liability arising with respect to such prize. The Prize must be accepted as awarded with no substitutions, provided that the Contest Sponsor shall have the right at their sole discretion and for any reason, to substitute a prize or prizes of equal or greater monetary value. Prizes are non-transferable and not redeemable for cash.

If for any reason in the opinion of the Contest Organizer, in its sole discretion, the Contest is not capable of running as planned or if the administration, security, fairness, integrity or proper conduct of the Contest is corrupted or adversely affected, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond its control, the Contest Organizer reserves the right to cancel, terminate, modify or suspend the Contest, including canceling any method of entry, and selecting a winner from previously received eligible entries.

The Contest Organizer and Contest Sponsor will not be responsible for late, lost, misdirected, stolen, incomplete, garbled, destroyed or delayed entries.

The Contest Organizer reserves the right, in its sole discretion, to disqualify any individual they find to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or otherwise in a disruptive manner. The Contest Organizer reserves the right to modify the Official Rules without materially affecting the terms and conditions of the Contest.

Subject to all applicable Canadian federal, provincial and municipal laws and regulations, these Contest Rules govern all aspects of the Contest and are binding on all participants.

**Privacy Policy:** By entering the Contest you consent to the collection, use and distribution of such information and images that are deemed necessary to administer, implement and fulfill the Contest. The Contest Organizer and Contest Sponsor will only collect information, including personal information of the Selected Entrant and/or Winner, as deemed necessary to fulfill the delivery of the Prize.

**No association with Instagram:** This Contest is in no way sponsored, administered, or endorsed by or associated with Instagram, Facebook or Meta Platforms, Inc. (jointly, "The Social Platform"). The entrants agree that The Social Platform is hereby released from any and all liability including without limitation loss, personal injury, or damage, in association with the Contest.