### 1. OFFICIAL CONTEST RULES AND REGULATIONS.

### (a) OVERVIEW

**Sponsor:** This "Chieftain Energy, Fuel and Fly" Contest is sponsored by Chieftain Energy LP, in partnership with Air North, Yukon's Airline ("Air North"), and Big White Ski Resort ("Big White").

**Prize Provider(s):** Chieftain Energy, Air North, and Big White

Start/End Dates: September 15, 2018 - March 1, 2019

## Prize(s):

(i) **Grand Prize:** Five (5) Grand Prizes are available to be won and will be awarded as they are brought in and redeemed up until the Contest Period ends at 5:00PM on March 1, 2019.

The Grand Prizes consist of:

- The winner of Chieftain Energy, Fuel and Fly contest's main prize will win a return flight and three nights (3) accommodation for two to Big White Ski Resort. For detailed terms and conditions see Rule 1 (f).
- The runners up of Chieftain Energy, Ready for Takeoff. contest will win one

   (1) of four (4) available return flights for two to any of Air North's available destinations. For detailed terms and conditions see Rule 1 (f).

#### (ii) Additional Prizes:

The following additional prizes are available to be won

- Ten (10) gift cards to Winterlong valued at 25\$ each
- Ten (10) day passes to Mount Sima
- Thirty (30) punch passes to Whitehorse Cross Country Ski Club
- One-hundred-and-forty chances at your choice of a Chieftain hat, toque, or string bag. \*Choices subject to availability while supplies last \*
- One-hundred (100) chances at 15% off your next home heating fill
- Two-hundred (200) chances at 10% off your next home heating fill
- Four-thousand-five-hundred-and-five (4505) chances at 5% your next home heating fill

### (b) ELIGIBILITY

Contest is open to all residents of Yukon, who are over the age of majority in the territory. The following persons are not eligible to enter the Contest or win a Prize: employees, officers, directors, or representatives of the Sponsor, and the parents, siblings and children of, and persons domiciled with, such individuals; anyone under the age of majority in the territory; any of the Sponsor's, agents, corporate parent, affiliated or related companies, subsidiaries, divisions, promotional and advertising agencies and administrators.

### (c) HOW TO ENTER

Existing Chieftain customers will be mailed one (1) complimentary scratch card. Scratch cards will also be given to any new customer who signs up for automatic delivery. An additional scratch card may be obtained upon each scheduled fill on home heating and/or when an existing customer refers a new customer who signs up for automatic delivery. To confirm referrals, the new customer must confirm the name of the existing customer who referred them at the time they sign up for automatic delivery.

To win, an entrant must simply scratch the play area to reveal a prize. Every card is a winner.

By accepting a scratch card, entrants accept and agree to fully comply with these Official Contest Rules and Regulations found on the Sponsor's Website.

An entrant is entitled to redeem as many Grand Prizes and/or Additional Prizes as are won up until the Prize Redemption Period ends at 5:00PM on March 1, 2019.

### (d) PRIZES

A total of five (5) Grand Prizes are available to be won in this Contest. See above under Rule 1 (a) and below under Rule 1 (e) for more Prize details. If the travel companions selected by the Grand Prize winner(s) are not adults, the Grand Prize winner must also provide evidence to the Sponsor, in content and form acceptable to the Sponsor, that the non-adult travel companions have proper authority from her/his/their parent/legal guardian to accompany the Grand Prize winner on the trip (See more travel terms and conditions under Rule 1 (f) below).

All prizes must be accepted as awarded. No substitution for any awarded Prize may be requested by Prize winners nor permitted by the Sponsor.

### (e) PRIZE WINNERS

**Grand Prize:** By 5:00PM on March 1, 2019 eligible winners must submit their winning scratch card to the Chieftain Energy Office located at 150 Condor Rd Hangar B, Whitehorse, YT Y1A0M7 in order to redeem the Prize identified on the winning scratch card. The Sponsor will request contact information from the winner upon redemption of the prize.

Grand Prize winners will be given their prize package and then have the responsibility for taking next steps and contacting Air North to request dates to book their Grand Prize flights. Flights may be booked within a year of the issue date, and are subject to terms and conditions. Please see below under Rule 1 (f) for detailed terms and conditions.

The Sponsor will not be held responsible for unavailable dates and/or failed attempts to redeem flights.

Five (5) Grand Prize winners will be confirmed in this way. The chance of an entrant obtaining a winning scratch card with a Grand Prize is 0.001% per ticket obtained. The

chance of an entrant winning an Additional Prize is 0.999% per ticket obtained. The total chance of an entrant winning a prize (combined Grand an Additional Prizes) is 100% per ticket obtained as each card is a winner.

If an entrant who has obtained a winning scratch card with a any prize (Grand or Additional Prize) fails to redeem the prize by bringing the ticket to the Chieftain Energy Office before 5:00PM on March 1, 2019 he/she/they will forfeit their claim to the Grand Prize.

All confirmations of Prize winners will be based on these Official Contest Rules and Regulations until such time that all Prizes (Grand and Additional Prizes) have been claimed, or 5:00PM of March 1, 2019 has passed, whichever comes first.

# (f) TERMS AND CONDITIONS GOVERNING PRIZES AND DRAWS

#### **Details of Air Travel:**

### **Prize Description:**

Two (2) round-trip tickets in Economy Class valid for travel to any Air North destination including: Victoria, British Columbia; Vancouver, British Columbia; Kelowna, British Columbia; Calgary, Alberta; Edmonton, Alberta; Ottawa, Ontario. Approximate total value of the two (2) air travel tickets is \$1000. Exact value of the air travel tickets (and of the overall Grand Prize) depends on the destination, as well as time of travel.

### **Terms and Conditions of Air Travel Tickets:**

- Tickets are valid for travel **from** Whitehorse, Yukon **to** the destination detailed on the winning scratch card, including return to Whitehorse.
- Travel must be completed within a year of issue date.
- Travel may be booked only by the successful Winner through Air North.
- Reservations are based on space availability at time of booking.
- Travel blackouts apply, to book during blackout dates, a 100\$ fee will be issued per segment.
- Prize does not include transportation to and from the selected airport and winner's residence.
- The Prize winner and his/her travel companions are responsible for:
  - Any and all costs not expressly described in these Official Contest Rules and Regulations including, without limitation, ground transportation, parking, gratuities, merchandise, telephone calls, personal expenses of any nature for overnight layover, meals and beverages, service charges, any checked baggage fees, and costs incurred to and from the Departure point as the Grand Prize originates and terminates there.
  - Obtaining sufficient personal travel insurance prior to departure, if desired.
  - Obtaining and carrying all necessary travel documentation.
- All applicable fees (such as airport/departure taxes, security charges or third-party fees, taxes or charges) are included.

## **Details of Big White Package:**

### **Prize Description:**

## Ski Getaway to Big White Ski Resort for 2 adults:

- Two (2) round-trip Air North tickets in Economy Class valid for travel to Kelowna, British Columbia.
- Three (3) nights' accommodation in Full Service Slope Side Hotel Room
- Three (3) days of Lift Tickets
- Three (3) days of ski or snowboard equipment rental
- 3 Hour group lesson
- · Return airport transfers from the Kelowna International Airport to Big White

### (or) Summer Getaway to Big White Ski Resort for 2 adults:

- Two (2) round-trip Air North tickets in Economy Class valid for travel to Kelowna, British Columbia.
- Three (3) nights' accommodation in Full Service Slope Side Hotel Room
- Three (3) days of Bike Lift Tickets/ Scenic Chairlift Rides
- Three (3) days of Downhill Bike Rentals with Armor

### Terms and Conditions of Big White Package:

- This prize is non-transferable, non-redeemable for cash and is based on double occupancy.
- All relevant taxes are included.
- All packages are subject to availability.
- Valid dates for the 2018/2019 Winter Season:
  - Opening December 19<sup>th</sup>, 2018
  - January 6<sup>th</sup>, 2019 February 14<sup>th</sup>, 2019
  - February 24<sup>th</sup>, 2019 March 14<sup>th</sup>, 2019
  - March 24<sup>th</sup>, 2019 April 13<sup>th</sup>, 2019
- Valid dates for the 2019 Summer Season:
  - June 28<sup>th</sup>, 2019 September 2<sup>nd</sup>, 2019
- Summer dates subject to change and blackout dates available through Big White.
- Package expires September 2<sup>nd</sup>, 2019. No extensions permitted.
- Package not valid with any other special offers, and valid for new bookings only.
- The hotel reserves the right to restrict bookings at any time.
- All guests of the Inn at Big White are required to leave a security deposit, equivalent to 1 night at rack rate, upon check-in (pre-authorization on credit card or cash).
- Guest must be 21 years or older to reserve this unit.

#### **Terms and Conditions of Air Travel Tickets:**

- Tickets are valid for travel **from** Whitehorse, Yukon **to** Kelowna, British Columbia, including return to Whitehorse.
- Travel must be completed before expiration of Big White Adventure Package on September 2<sup>nd</sup>, 2019.
- Travel may be booked only by the successful Winner through Air North.
- · Reservations are based on space availability at time of booking.
- Travel blackouts apply, to book during blackout dates, a 100\$ fee will be issued per segment.

- Prize does not include transportation to and from the selected airport and winner's residence.
- The Prize winner and his/her travel companions are responsible for:
  - Any and all costs not expressly described in these Official Contest Rules and Regulations including, without limitation, ground transportation, parking, gratuities, merchandise, telephone calls, personal expenses of any nature for overnight layover, meals and beverages, service charges, any checked baggage fees, and costs incurred to and from the Departure point as the Grand Prize originates and terminates there.
  - Obtaining sufficient personal travel insurance prior to departure, if desired.
  - Obtaining and carrying all necessary travel documentation.
- All applicable fees (such as airport/departure taxes, security charges or third-party fees, taxes or charges) are included.

# (g) DISQUALIFICATION

The Sponsor, in its sole discretion, may disqualify any individual who attempts to undermine the legitimate operation of the Contest by tampering with any scratch cards, or who acts in a disruptive manner, or violates these Official Contest Rules and Regulations. For any attempt by an entrant to damage or undermine the legitimate operation of the Contest, the Sponsor reserves the right to disqualify such entrant and seek remedies and damages (including legal fees) from any such participant to the fullest extent permitted by law. Sponsor's failure to enforce any terms of these Official Contest Rules and Regulations shall not constitute a waiver of that provision.

## (h) LIMITATION OF LIABILITY

The Sponsor, Chieftain Energy LP, Air North, Yukon's Airline, and Big White Ski Resort, are excluded from all liability for any personal injury, loss, or damage of whatever kind (including loss of data) caused directly or indirectly, in whole or in part, from downloading any material from the Sponsor's Contest Website, whether or not the material was prepared by the Sponsor or a third-party, and whether or not the material is connected to the Sponsor's website by a hypertext link. The Sponsor, Chieftain Energy LP, Air North, Yukon's Airline, and Big White Ski Resort take no responsibility for the content of third-party websites which may be linked to the Sponsor's Contest Website by a hypertext link. The Sponsor reserves the right to cancel, suspend or modify the Contest if fraud, technical failures, or any other factor beyond the Sponsor's reasonable control impairs the administration or integrity of the Contest, as determined by the Sponsor in its sole discretion. In the event of such impairment, the Sponsor may choose alternate potential winners from all eligible entries received as of the time of impairment.

### (i) GENERAL

By entering and participating in the Contest, each entrant agrees to abide by these Official Contest Rules and Regulations and to release and hold harmless the Sponsor, Chieftain Energy LP, Air North, Yukon's Airline, and Big White Ski Resort, and its/their affiliates, directors, officers, employees and agents from any liability for

damage, injury, death, loss, cancellation or other liability arising from the entrant's acceptance or use of a Prize or substituted Prize or having participated in this Contest including, without limitation, claims based on publicity rights, defamation, or invasion of privacy, or from the misuse or malfunction of such Prize or substitute Prize. The Sponsor, Chieftain Energy LP, Air North, Yukon's Airline, and Big White Ski Resort, and its/their affiliates, directors, officers, employees and agents assume no liability for losses incurred as a result of a cancellation of the Contest or for any reason whatsoever or through the acts or defaults of any company or person providing a Prize or for events occurring after the award of a Prize. All such losses or expenses will be borne by each individual Prize winner. The Contest is subject to all applicable federal, provincial, and local laws and may be void where prohibited by the law of the entrant's place of residence. Decisions of the Sponsor regarding all aspects of the Contest are final.

# (j) WINNER'S CONSENT

No communication will be entered into except with selected entrants. By entering and participating in the Contest, each winner of an Additional Prize, the Grand Prize winner, and (where applicable) the travel companions of the Prize winners, consent to the use of: her/his/their name; address (city and province or territory); comments attributable to him/her/them pertaining to the Contest, a Prize or Prizes, and/or the Sponsor; photographs/videos of the Prize winners and, where applicable, the travel companions of any Prize winner. No remuneration in connection with any publicity relating to the Contest, carried out by or on behalf of the Sponsor, Chieftain Energy LP, Air North, Yukon's Airline, and Big White Ski Resort, in any manner whatsoever including, without limitation, print, broadcast, the internet and social media is offered to or required by any entrant or Prize winner.

#### (k) ENTRIES

The Sponsor, Chieftain Energy LP, Air North, Yukon's Airline, and Big White Ski Resort do not assume any responsibility and are not responsible for (i) the incorrect or inaccurate capture of entry information and entries that fail to comply with these Official Contest Rules and Regulations; (ii) any loss, or damages caused by an awarded Prize or the Contest itself; or (iii) any failure of the entrant to submit their winning scratch cards and redeem the appropriate prize by <insert date>. Entry material that has been tempered with or altered is void.

### (I) INTERPRETING THESE RULES

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Contest Rules and Regulations, or the respective rights and obligations of the prize claimants and the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with the laws of Canada applicable to residents of the Canadian territories without regard to conflicts of law principles. Any attempt by a participant or any other individual to deliberately damage any website or undermine the legitimate operation of the Contest could be a violation of criminal and civil laws and should such an attempt be made; the Sponsor reserves the right to seek

damages from any such person to the fullest extent permitted by law. The contest is subject to all applicable federal, provincial and municipal laws.

### (m) SUSPENDING/CANCELLING/AMENDING THE CONTEST

The Sponsor reserves the right to terminate or suspend the Contest or to amend these Official Contest Rules and Regulations at any time and in any way, without prior notice, for any reason whatsoever. Without limiting the foregoing, if for any reason the Contest is not capable of running or being completed, as originally planned (for example, as a result of tampering) the Sponsor reserves the right to cancel the Contest.

# (n) PRIVACY

The Sponsor respects every entrant's right to privacy. By entering this Contest, each entrant is deemed to automatically have provided his/her consent that personal information collected from entrants will only be used by the Sponsor to administer the Contest and in order to provide the entrant with information regarding upcoming promotions and/or events involving the Sponsor, or as otherwise provided in these Official Contest Rules and Regulations. Any conflict or discrepancy between the foregoing provisions of this Rule 1(o) and any applicable laws or regulations of the territories of Canada, with respect to privacy, shall be resolved in favour of such applicable laws or regulations.