

# **ACP Rail's Monthly BritRail Pass Giveaway**

## **OFFICIAL RULES**

**NO PURCHASE NECESSARY.**

**A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

- 1. Eligibility:** This promotion is open to any individual eighteen (18) years of age or older. Void where restricted or prohibited by law. Void to residents of Britain. Void in Quebec, Canada. Employees and relatives of ACP Rail International, Sponsors or other persons directly related to this campaign are excluded from participation. In order to be eligible for any prize where you must travel outside of your country of residence, you must possess a valid passport and be eligible to submit a visa application, if required for the country in which the Destination City is located, at the time the prize is awarded. You will be disqualified if you do not have a valid passport at the time the prize is awarded.
- 2. Sponsor:** The Sponsor of this promotion is ACP Rail International, a division of ACP Marketing Canada Inc located at 8375 rue Bougainville, Suite 100 Montreal, Quebec Canada H4P 2G5 and BritRail.
- 3. Promotion Period:** You can enter between 12:00am EST on February 6, 2024 and 11:59pm EST on March 4, 2024 (the "Promotion Period").
- 4. How to Enter:**
  - To enter the giveaway, comment on our Instagram or Facebook post, sharing your favorite British food or a British dish you'd like to try.
  - Comment on the Giveaway post on Instagram or Facebook. Find us at @acprail\_intl on Instagram or ACP RailInternational on Facebook. Only one entry per participant is allowed.
  - The winner will be selected randomly from all eligible entries.
  - Limit one post for the entire Promotion Period per person regardless of the method of entry.
  - Multiple entrants are not permitted. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified.
  - Chances of winning: The chances of winning depend on the number of eligible posts received during the Promotion Period. A purchase will not increase your chances of winning.
  - By entering this Giveaway, the entrants and participants automatically agree to accept and abide by these Giveaway rules. All decisions of the Giveaway Sponsors with respect to any aspect of this Giveaway, including without limitation the eligibility of entries, are final and binding on all entrants in all matters as they relate to this Giveaway.
- 5. Grand Prize Draw:**
  - The name of the eventual winner will be randomly selected from the entrant pool of the month of February on Monday, March 4<sup>th</sup> at 10am(EST) (the "Date of Draw") from among all eligible posts received and identified by ACP Rail International during the Promotion Period.

## **6. Notification:**

- The eventual winner will be contacted privately through their social media account where they commented. If the eventual winner cannot be contacted within 96 hours, ACP Rail International reserves the right to disqualify the eventual winner at its sole discretion. In such cases, an alternate eventual winner will be selected through a random draw.
- The eventual winner must correctly answer a mathematical skill-testing question, and the eventual winner and his/her traveling companion must have a valid passport failing which, the Prize shall be forfeited. They shall send a photocopy of their passport and the Publicity Release and Prize Acceptance Form duly signed to ACP Rail International no later than twenty (20) days after the Date of Draw before receiving their Prize, failing which the Prize shall be forfeited.

## **7. Prize:** The approximate value of the Giveaway is about \$950 US, which includes:

- Two (2) BritRail FlexiPass 4 days in 1 month Passes in First Class. The BritRail Flexible Pass is valid for 4 flexible train travel days within 1 month in First Class throughout Britain.
- A certificate valid for 2 BritRail Passes will be provided by ACP Rail.
- The certificate must be redeemed and Passes issued before December 31<sup>st</sup> 2024 or the prize in its entirety is forfeited. The Passes can then be used within 11 months of the date of issue.
- Once the BritRail Passes have been issued, there are no possibilities of substitution or cancellation.

The necessary travel documents are the responsibility of the winners. The winners will be responsible for obtaining any required travel and health documents.

## **8. Prize Exclusions**

- The Prize does not include all costs and expenses not specifically included above as part of prize, including, without limitation:
  - Seat reservations are the responsibility of the winner: when a seat reservation or supplement is desired, the cost is not included in the BritRail Pass.
  - Any applicable taxes on the Prize which shall be paid by the eventual winner, if applicable;
  - Costs related to passports, tourist cards, visas and vaccination certificates;
  - Airfares, Airport parking and airport or train station transfers;
  - Travel insurances;
  - Personal and travel expenses of the eventual winner and their traveling companion;
  - Excursions;
  - Incidental expenses & medical expenses;
  - And anything additional, which are the sole responsibility of the prize winner and his/her guest.
- Any applicable taxes on the Prize which shall be paid by the eventual winner; Costs related to passports, tourist cards, visas and vaccination certificates; Excess baggage fees, if any;
- The necessary travel documents are the responsibility of the winner. The winners will be responsible for obtaining any required travel and health

documents (which must be valid prior to and for the entire duration of the trip), transportation to and from the departure airport or other departure location (i.e., ground transportation), gratuities, applicable taxes, travel insurance incidentals and all other expenses not specifically mentioned above.

- All costs and expenses not specifically included above as part of prize, including, without limitation, cancellation fees, duties and levies, meals, telephone charges, incidental expenses, medical expenses and other items of a personal nature, additional optional excursions, gratuities and insurance, are the sole responsibility of the prize winner and guest.

**9. Publicity:**

- Participation in the prize draw and acceptance of prize constitutes winner's permission for Sponsor to use his/her name, address (city and state/province/country), likeness, biographical information, any photograph and/or any video image taken of him/her and/or the Prize, or comments for future marketing, advertising and publicity purposes without payment of additional consideration beyond the awarding of the Prize, except where prohibited by law.

**10. General Conditions:**

- Sponsor is the sole judging organization whose decisions as to the operation of the Giveaway and the selection of the potential winner are final and binding in all matters related to the Promotion.
- Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic.
- Prize must be accepted as awarded without substitution.
- Prize is not transferable, cannot be redeemed for cash and cannot be sold, exchanged or bartered. Request for refund will not be entertained.
- In the case of unavailability of any portion of the prize(s), Sponsor reserves the right to substitute a prize of equal or greater value.

**11. Limitations of Liability:** By receipt of any Giveaway prize, winner agrees to release and hold harmless the Sponsor and its subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize or participation in any Promotion-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery.

**12. Governing Law:** The Giveaway is subject to all applicable federal, provincial and local laws and regulations.

**13. Entrant's Personal information:** The personal information provided by the entrants to enter the Contest will be (i) collected by ACP Rail International (ii) used only to administer the Giveaway, contact the eventual winner and verify his/her eligibility, and, in the event that the entrants opt in, to send promotional materials and/or newsletters of ACP Rail International to the entrants, and (iii) accessible only to those employees of ACP Rail International, and/or contracted individuals, directly involved in the Giveaway and will not be disclosed to other persons.