

THESE RULES ARE THE STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTESTS AND GIVEAWAYS (EACH A “CONTEST” AND COLLECTIVELY THE “CONTESTS”) ADMINISTERED BY SKY HELICOPTERS INC. THE CONTESTS ARE INTENDED TO BE CONDUCTED IN THE PROVINCE OF BRITISH COLUMBIA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. VOID IN WHOLE OR IN PART WHERE PROHIBITED BY LAW. ENTRY IN THE CONTESTS CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE “CONTEST RULES”).

1. ELIGIBILITY. To be eligible to enter a Contest, an individual must:

(a) be a legal resident of, and the age of majority in, the province of British Columbia; Employees of The Westlund Group of companies (including SKY Helicopters Inc) are not eligible to enter or participate in the Contests unless otherwise specified.

SKY Helicopters Inc. shall have the right at any time to require proof of identity and/or eligibility to participate in the Contests. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to SKY Helicopters Inc. for the purpose of the Contests must be truthful, complete, accurate and in no way misleading. SKY Helicopters Inc. reserve the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

2. CONTEST PERIODS. Each Contest entry period (each a “Contest Period”) shall start and end as indicated on the contest webpage after which time the Contest will be closed and no other entries shall be accepted.

3. HOW TO ENTER.

(a) There is no purchase necessary to enter a Contest. To enter, visit the Contest Website and complete and submit the applicable Contest entry form or enter as otherwise instructed. Entries must be received prior to the end of a Contest’s applicable Contest Period to be eligible for entry into that Contest.

(b) Limit of one (1) entry per person per Contest Period, unless otherwise indicated. In the case of multiple entries, only the first eligible entry will be considered and the remainder will be void.

(c) All entries, including, if applicable, the written submission and/or photograph submitted in connection with the Contest entry (the “Work”) become the sole property of SKY Helicopters Inc. and will not be returned for any reason. Entries must be received prior to the indicated Contest Period entry deadline. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. No communication or correspondence will be exchanged with entrants except with those selected as a potential Contest winner.

(d) If Work has been submitted by an entrant in connection with the Contest, each entrant agrees that SKY Helicopters Inc. may post the Work on SKY Helicopters Inc. owned or controlled websites, viewing galleries and/or social media platforms. Each entrant further represents and warrants that: (i) the Work 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 SKY Helicopters Inc. to use the Work as contemplated by these Contest Rules; and (iii) the Work does not infringe upon the intellectual property or other statutory or common law rights of any third party.

(e) Entries received online shall be deemed to be submitted by the authorized account holder of the e-mail address, Facebook, Instagram or Twitter account associated with the entry, as applicable. For the purposes of these Contest Rules, "authorized account holder" of an e-mail address, Facebook, Instagram or Twitter account is defined as the natural person who is assigned to an e-mail address, Facebook, Instagram or Twitter account by an Internet access provider, on-line service provider, Facebook, Instagram or Twitter or other organization responsible for assigning e-mail addresses, Facebook, Instagram or Twitter accounts for the domain or account associated with the submitted e-mail address, Facebook, Instagram or Twitter account. Each selected entrant may be required to provide SKY Helicopters Inc. with proof that the selected entrant is the authorized account holder of the e-mail address, Facebook or Twitter account associated with the winning entry.

4. PRIZES.

(a) Each Contest prize shall have an approximate retail value as described on the contest website at the beginning of each Contest Period. Winner(s) will be solely responsible for any expense not explicitly included in the prize.

(b) Winner(s) will be contacted by SKY Helicopters Inc with instructions on how to claim the prize.

(c) Prize(s) must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash. Any unused portion of a prize will be forfeited and have no cash value. SKY Helicopters Inc. reserves the right, in their sole discretion, to substitute a prize of equal or greater value if a prize (or any portion thereof) cannot be awarded for any reason.

(d) SKY Helicopters Inc. shall not assume any liability for a lost, damaged or misdirected prize.

5. WINNER SELECTION.

(a) Following the end of the applicable Contest Period, SKY Helicopters Inc. will select one (1) entrant (or more, if applicable, based on the number of prizes available to be won) by a random draw from all eligible entries received during the Contest Period, unless otherwise indicated. Each entrant shall be eligible to win only one (1) prize. The odds of being selected as a potential winner are dependent upon the number of eligible entries received for the Contest. Any remaining entries will not be carried over for entry in the next Contest.

6. RELEASE. Winner(s) (and if applicable, any guest(s) of the winner(s)) will be required to fill and sign SKY Helicopters Waiver prior to boarding the aircraft to take part in the tour (prize). Failure to agree to sign the Waiver constitutes disqualification and any rights he or she may have to the prize will be forfeited.

7. INDEMNIFICATION BY ENTRANT. By entering the Contest, each entrant releases and holds Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from: (a) their participation in the

Contest or any Contest-related activity; (b) the acceptance, use, or misuse of any Prize; or (c) any breach of the Contest Rules. Each entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the entrant's participation in the Contest, without limitation.

8. LIMITATION OF LIABILITY. SKY Helicopters Inc. assumes no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. SKY Helicopters Inc. are not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. SKY Helicopters Inc. assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. SKY Helicopters Inc. assumes no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsors, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest and/or the Contest Website

9. CONDUCT. By participating in a Contest, each entrant agrees to be bound by the Contest Rules. Entrants further agree to be bound by the decisions of SKY Helicopters Inc., which shall be final and binding in all respects. SKY Helicopters Inc. reserves the right, in their sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest, the Contest Website, or any related promotional website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any SKY Helicopters Inc. property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION. If applicable, winners (and guests, if applicable) must at all times behave appropriately when taking part in the prize and observe the Contest Rules and any other rules or regulations in force at any prize-related locations. SKY Helicopters Inc. reserves the right to remove from any prize-related locations, any winner(s) and/or guest(s) who break such rules and/or fails to behave appropriately and to disqualify such winner(s) and/or guest(s).

10. PRIVACY / USE OF PERSONAL INFORMATION.

(a) By participating in the Contest, each entrant: (i) grants SKY Helicopters Inc. the right to use his/her personal information provided when he/she enters the Contest and the Work (if applicable) (collectively the "Personal Information") for the purpose of administering the Contest, including but not limited to contacting and announcing the winner(s) and

coordinating the provision of the Contest prize; (ii) grants SKY Helicopters Inc. the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest in any and all media without further compensation unless prohibited by law; and (iii) acknowledges that SKY Helicopters Inc. may disclose his/her Personal Information to third-party agents and service providers of SKY Helicopters Inc. in connection with any of the activities listed in (i) and/or (ii) above.

(b) SKY Helicopters Inc. will use the entrant's Personal Information only for identified purposes, and protect the entrant's Personal Information in a manner that is consistent with the SKY Helicopters Inc. Privacy Policy.

11. INTELLECTUAL PROPERTY. All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by SKY Helicopters Inc. and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

12. TERMINATION. SKY Helicopters Inc. reserves the right, in their sole discretion, to terminate any Contest, in whole or in part, and/or modify, amend or suspend a Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.

13. LAW. These are the official Contest Rules. The Contests are subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over SKY Helicopters Inc. and/or the Contests. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and SKY Helicopters Inc. in connection with the Contests shall be governed by and construed in accordance with the laws of the province of British Columbia including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.

14. DISCREPANCY. In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.

15. SOCIAL MEDIA. This Contest is in no way sponsored, endorsed or administered by any social media platforms on which the Contest may have been promoted and/or publicized, including but not limited to Facebook and/or Twitter. Any personal information provided in connection with the Contest is being provided to SKY Helicopters Inc. and not to Facebook and/or Twitter. Any questions or comments regarding a Contest must be directed to SKY Helicopters Inc. and not to any of the social media platforms on which the Contest may have been advertised or administered.

