

SERENDIPITY VACATION CONTEST - RULES

LAST UPDATE: May 01, 2022

TWOHEARTS SERENDIPITY VACATION CONTEST – OFFICIAL RULES

1. CONTEST

TwoHearts Serendipity Vacation Contest (the “**Contest**”) is being conducted by TwoHearts (hereinafter referred to as the “**Contest Sponsor**”). Entry in this Contest constitutes each entrant’s acceptance of, and agreement to be legally bound by, these Official Rules and Regulations (the “**Rules**”).

The Contest Parties (which include the Contest Sponsor and its travel agent for the Contest (“**Prize Supplier**”)) and each of their respective agents, employees, directors, successors, and assigns (collectively, the “**Released Parties**”) are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void). An Entry may be rejected if, in the sole and absolute discretion of the Sponsor, the Entry is not submitted and received in accordance with these Rules during the Contest Period.

2. CONTEST PERIOD

The Contest (the “**Contest**”) begins on **Jan 1st** at 12:01 a.m. EST and ends on **Nov 30th** at 5:00 p.m. EST (the “**Contest Period**”).

3. ELIGIBILITY

The Contest is only open to legal residents of Canada (excluding residents of Quebec) who are eighteen (18) years of age or older, or at least the legal age of majority in the jurisdiction of residence at the time of entry in which they reside at the time of entry (the “**Entrant**”). Employees, representatives and agents of Contest Sponsor, Prize Supplier(s), and each of their respective affiliates, subsidiaries, related entities, advertising and promotional agencies, and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively, the “**Contest Parties**”), and the household members (whether related or not) and/or the immediate family members of any of the Contest Parties, are not eligible to participate in the Contest. For the purpose of these Rules, “immediate family members” means husband, wife, spouse, common law spouse, mother, father, grandmother, grandfather, brother, sister, son and/or daughter, whether or not they reside in the same household.

To qualify for the annual free all-inclusive trip for two (the Prize as defined in Section 8 below), both persons must be a paid subscriber within TwoHearts dating app.

Both persons must be connected on **TwoHearts dating App** between Jan.1st and Nov.30th of that present calendar year and must maintain a healthy relationship beyond Mar.30th of that same calendar year to qualify.

4. VERIFICATION

The Contest Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Contest Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Contest Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Contest Sponsor's interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Contest Sponsor within the timeline specified by the Contest Sponsor may result in disqualification of the applicable entrant in the sole and absolute discretion of the Contest Sponsor. All personal and other information requested by and supplied to the Contest Sponsor for the purpose of this Contest must be truthful, complete, accurate and in no way misleading. The Contest Sponsor reserves the right to disqualify any Entry or entrant in its and their sole discretion, should any Entry or entrant at any stage supply untruthful, incomplete, inaccurate, or misleading personal details and/or information.

5. HOW TO ENTER:

NO PURCHASE NECESSARY. During the Contest Period, eligible entrants can earn a maximum of one (1) Entry (each, an "Entry" and collectively, the "Entries") by following the steps below:

Step 1: Create an account on **TwoHearts dating App before Nov 30th.**

Step 2: Establish a healthy connection with another subscriber within the TwoHearts dating app during the Contest Period.

Step 3: Both contestants to jointly Enter the Contest as one Entry subject to the Rules.

6. FINALIST SELECTION PROCESS – ONE (1) FINALIST:

The Prize will be randomly drawn from all Entries occurred between the periods of **Jan 1st and Nov 30th**, and one (1) **eligible finalist couple** (the "Potential Winner") will be selected from among all eligible Entries submitted and received in accordance with these Rules. **Draw date will take place on Dec 15th and will be posted on the website www.TwoHearts.love**(the "Finalist Draw Date"). Odds of winning depend on number of eligible entries during the contest period.

7. WINNER SELECTION AND NOTIFICATION.

Potential Winner will be notified by e-mail, mail, or phone using the contact information provided by the Potential Winner at the time of entry. Sponsor shall have no liability for any

notification that is lost, intercepted, or not received for any reason. If, despite reasonable efforts, any potential winner does not respond with requested information and documentation within fourteen (14) days of the first notification attempt, or if prize notification is returned as unclaimed or undeliverable, such potential winner will forfeit the prize and, at Sponsor's discretion, an alternate potential winner may be selected. If any potential winner is found to be ineligible, or if the potential winner has not complied with the Official Rules, or declines a prize for any reason, such potential winner will be disqualified and, at Sponsor's discretion, an alternate potential winner may be selected.

Before being declared as the confirmed Prize winner ("**Prize Winner**"), the Potential Winner will be required to: (a) correctly answer a mathematical skill-testing question without assistance of any kind, whether mechanical or otherwise (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor's form of declaration and release); and (b) sign and return within two (2) business days of notification the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) releases the Released Parties from any and all liability in connection with this Contest, his/her participation therein (including, without limitation, the awarding, receipt, use and/or misuse of a Prize, if awarded); and (iii) agrees to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner or medium whatsoever, including print, broadcast or the internet. If the potential winner: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; (c) cannot be (or is unwilling to be) the winner for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in their sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to be a Finalist and to receive any Prize) and the Sponsor reserves the right, in their sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries received in accordance with these Rules.

8. PRIZE

There is one (1) Prize available to be won (the "Prize"). The Prize has a maximum potential retail value of **\$6000.00cad**, depending on destination chosen and time of booking from originating city, and consists of: **A one-week all-inclusive package for two adults to a Tropical Destination of their choice.**

This trip includes:

- **Roundtrip flights in Economy Class with Air Canada or similar.**
- **Travel dates are valid from Jan.15th to Mar.30th. Reservation needs to be completed by Mar 30th.**
- **Reservation needs to be completed by Dec 30th.**
- **Travel dates are valid from Jan 15th to Apr 30th.**

Without limiting the generality of the foregoing, the following general conditions apply to the Prize: (i) Prize must be accepted as awarded and is not transferable, assignable and/or convertible to cash (except as may be specifically permitted by Contest Sponsor in its sole and absolute discretion); (ii) no substitutions are permitted except at Contest Sponsor's option; (iii) the costs of everything not expressly and specifically stated above as included in the Prize are the sole and absolute responsibility of the Prize Winner; (iv) if the Prize Winner does not utilize any part(s) of the Prize, then any such part(s) not utilized may, in the sole and absolute discretion of the Contest Sponsor, be forfeited in their entirety and, if forfeited, nothing will be substituted in their place; (v) Contest Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Prize or any component thereof; and/or (b) substitute the Prize or a component thereof for any reason with a prize or prize component(s) of equal or greater retail value, including, without limitation, but solely at the Contest Sponsor's sole discretion, a cash award; and (vi) by accepting the Prize, the Prize Winner agrees to waive all recourse against the Contest Sponsor and all of the other Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of the Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, the Prize Winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Contest Sponsor or any of the other Released Parties should the Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting the Prize, the Prize Winner agrees to waive all recourse against the Contest Sponsor and all of the other Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

9. ADDITIONAL CONDITIONS ATTACHED TO THE PRIZE

- a) TwoHearts subscription must be in good standing at time of contest draw to be eligible to win.
- b) All bookings will be completed by Contest Supplier(s).
- c) The Prize Winner including his/her travelling companion must travel together both ways. Trip must be reserved **by Dec 30th**. No extension will be allowed.
- d) Reservations are subject to the availability of **Air Canada**, or other airlines at the time of the reservation. The terms and conditions of the Airline and Prize supplier are applicable. Taxes, airport fees, customs duties, entry fees and tourist cards, surcharges, insurance charges, personal expenses, personal travel insurance and travel documents are not included in the Prize. It is strongly recommended that the Prize Winner including his/her travelling companion take out travel insurance at time of the reservation.

- e) On the travelling date, the Prize Winner including his/her travelling companion must have the legal right to leave Canada and to return to Canada and must have the legal right to enter and leave the destination country to which they are bound. They are fully responsible for obtaining, at their own expense, all documentation necessary for the trip as required by the authorities concerned, including, but not limited to, visas, passports and vaccination certificates. These shall be obtained before departure. The Prize Winner and his/her travelling companion shall comply with the Contest validity dates and accept the alternatives proposed by Contest Supplier(s), if this proves necessary. Contest Supplier(s) reserves the right to offer a comparable prize if the destination is cancelled in the case of circumstances beyond its control.
- f) All of the personal expenses of the Prize Winner including his/her travelling companion are their sole responsibility. The Prize Winner including his/her travelling companion are responsible for their own transportation upon departure and arrival at the international airport of departure. Contest Supplier(s) shall assume no responsibility of any nature whatsoever for any postponement, delay or cancellation of the flight for any reason whatsoever, including, but not limited to, weather conditions or equipment breakdown or failure.
- g) Reservation for the Prize must be made with Contest Supplier(s) by the Sponsor, on the date agreed upon by the Prize Winner and will be subject to availability.
- h) Reservation for the flight portion of each Prize is subject to availability and blackout dates may apply. No extensions permitted. Travel must be to/from the same destination. You cannot return from a different city. The length of your trip can not exceed the length defined in the prize description as outlined in Section 8. No stopovers are allowed. Travel must be completed as outlined as outlined in Section 8. No changes permitted to reservations once date of travel is confirmed or ticket has been issued. All applicable fees and charges (such as airport/departure taxes, security charges or other third-party fees, taxes or charges) are the sole responsibility of the bearer of the ticket. Tickets are not transferable, not refundable and not redeemable for cash. No changes permitted to reservations once date of travel is confirmed.
- i) The Prize Winner is responsible for all fuel, surcharges, taxes, fees and other applicable charges and must pay with a credit card at time of booking. The Prize winner including travelling companion are responsible for: any and all costs, expenses and taxes not expressly described herein including, without limitation, applicable local air departure taxes, ground transportation to and from the Winner's place of residence to the closest international airport, gratuities, merchandise, telephone calls, personal expenses of any nature for overnight layover, meals and beverages, baggage fees, service charges, inflight meals and entertainment; costs incurred to and from the departure point as the Prize originates and terminates there, spending money, gratuities, pre and/or post tour accommodations if applicable, optional excursions, incidentals, insurance, and any and all other expenses not specified in the above description of the Prize Package.

- j) The Prize Winner including travelling companion are responsible for obtaining and carrying all necessary travel documentation, such as passports and visas and complying with customs immigrations regulations. The Prize winner including travelling companion are responsible for ensuring that all travel papers (including but not limited to passport and travel visas) required for travel to the destination are in good order, and are valid prior to, and for the entire duration of, the Prize Period. Prize Supplier(s) will not be held responsible if the prize winner is refused entry into the destination by Government or border security authorities and no alternative prize will be awarded.
- k) Prize must be accepted as provided. Prize cannot be used in conjunction with any other promotion or offer, may not be separated, and must be accepted as awarded. Cash equivalent substitution will not be available, nor can it be transferred to another person.

10. LIABILITY

Entrants and/or Prize Winner assume liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, or use of any prize awarded, including but not limited to claims/damages for personal injury, or property damage.

Entrants and/or Prize Winner agree to waive any and all claims against the Contest Sponsor and/or any of its agents and release the Contest Sponsor and any of its agents from all liability from injury, property damage or any other loss sustained by the Entrant and/or Prize Winner as a result of participation in the Contest due to cause whatsoever, including negligence, or duty of care by the Contest Sponsor and/or any of its agents.

11. PRIZE ACCEPTANCE

By accepting the prize, the Prize Winner consents to the contest organizers publishing or announcing the Prize winner's name and photograph(s) in future publicity, without permission or compensation. By entering this contest, the Prize Winner consents to the unlimited reproduction, publication use and distribution of photographs by the Contest Sponsor in all forms and media, and in all manners including advertising, trade, display, editorial, art, advertisements, video production, exhibitions, social media and website content.

12. RELEASE AND INDEMNITY

By entering this Contest, Entrant hereby releases the Released Parties, and agrees to indemnify, defend, and hold the Released Parties, and the other persons and entities involved in the development, production, and/or administration of the Contest, harmless, from any and all liability for losses, harm, damage, injury, costs, fees, and expenses, including without limitation, property damage, personal injury (including emotional distress), and/or death, arising from participating in the Contest, any Contest-related activity, and/or acceptance, receipt, possession or use/misuse of any prize, and for any claims or causes of action based on publicity rights, defamation, or invasion of privacy and merchandise delivery

13. DISCLAIMER

All entries become the property of the Contest Sponsor, who shall have no liability for lost, stolen, late, damaged or misdirected entries; for any failure of the website during the promotional period; for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, access providers, computer equipment or software; for failure of any email or entry to be received by the Contest Sponsor for any reason including, without limitation, on account of technical problems or traffic congestion on the Internet or any website, or any combination thereof; or for any injury or damage to an entrant's or any other person's computer related to or resulting from participation or downloading any material in the contest. All entries are subject to verification and will be declared invalid if they are ineligible, incomplete, forged, falsified, altered or tampered with in any way.

14. DISCLOSURES

Any attempt by an entrant or other individual, to deliberately damage any website or undermine the legitimate operation of the Contest, including but not limited to any fraudulent claims, could be in violation of both criminal and civil laws. Should such an attempt be made, the Contest Sponsor reserves the right to seek remedies and damages from any such individual, to the fullest extent permitted by law, including criminal prosecution. Participants engaging in any of the foregoing activities will be disqualified and will forfeit any prize won.

15. GENERAL CONDITIONS

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Contest Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the Province of Ontario without regard to Ontario conflicts of law principles. All entrants consent to the jurisdiction and venue of the Province of Ontario.

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In particular, Contest Sponsor's employees are not authorized to waive, modify or amend any provision or provisions of these Official Rules in any manner whatsoever.

Personal information collected from entrants will be used by the Contest Sponsor for the purpose of administering the Contest. Contest Sponsor will not sell, share or otherwise disclose personal information of entrants with third parties, other than to third parties engaged by Contest Sponsor to fulfill the above purposes or as permitted or required by law. By providing your information and opting-in at the Contest website, Contest Sponsor may provide you with information relating

to new and existing products, coupons, product sampling, and news regarding upcoming promotions. By entering the Contest, entrant consents to the manner of collection, use and disclosure of personal information as set out in the Contest Sponsor's Privacy Policy available at www.TwoHearts.love and [TwoHearts Dating App](#).

Sponsor retains the right, in its absolute discretion, to make substitutions of equivalent kind or value in the event of the unavailability of any component of the selected prize for any reason whatsoever.

16. TERMINATION AND AMENDMENTS OF THE CONTEST

The Contest Sponsor reserves the right to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Contest Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever.

Further, the Contest Sponsor reserves the right to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever.

Further, the Contest Sponsor reserves the right to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by the Contest Sponsor, for purposes of verifying compliance by any entrant, Entry, Request, Donation and/or other information with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Contest Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.