

**"TAKE ME TO MIAMI"**  
**BIKINI VILLAGE CONTEST RULES AND REGULATIONS**

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**1. CONTEST DESCRIPTION AND PARTICIPATION:**

1.1 **Start Date:** The "Take me to Miami" contest (the "**Contest**") will open on Thursday, May 30, 2019, at 09:00 a.m. EDT.

1.2 **Closing Date:** The Contest will end on Monday, June 17, 2019, at 11:59 p.m. EDT.

1.3 **Sponsors:** The Contest sponsor is Bikini Village (property of Boutique La Vie en Rose Inc.) ("**Bikini Village**").

1.4 **Eligibility:** Participants must reside in Canada and have reached the age of 21 years old at the time of their Contest entry. Participants must also have the legal rights to travel to the United States. This Contest is not open to employees of Bikini Village, or its affiliated companies, their affiliated sponsors, their advertising and promotional agencies, any person who resides with any of these individuals, or any member of their respective families living under the same roof.

1.5 **How to Participate**

**Online:** To Enter the Contest, the pair of participants must submit their candidacy by completing the contest form available at [bikinivillage.com/miami](http://bikinivillage.com/miami). For their entry to be eligible, participants must each fill out a form. While completing the form, participants will have to answer the following question, "What is the Instagram handle or Facebook profile link of the friend you would like to travel with?" in order to link both candidacy.

1.5.1 The chances of winning amongst will depend on the number of pairs of participants entries received during the contest period. Selected participants will have to answer a mathematical skill question.

**2. THE PRIZES**

2.1 **Grand Prize:** One (1) grand prize will be awarded during this Contest (the "**Prize**").

2.1.1.1 The Prize consists of one (1) trip for two (2) to Miami with the Bikini Village team, including VIP access to the Miami Swim Show, from July 11 to 15, 2019. A value of approximately CAD \$13,100.

2.1.1.2 The Prize includes:

- A \$1,000 Bikini Village shopping spree
- Round-trip airfare for two (2) in economy class from one of the major Canadian cities (Vancouver, Calgary, Edmonton, Winnipeg, Regina, Toronto, Halifax, Montreal) departing Miami South Beach. Travel arrangements and fees to and from the airport terminal are the responsibility of the pair of Winners;
- Four (4) night stay for two (2) at Kimpton Surfcomber Hotel, in one (1) Deluxe Room with Ocean View;

- Transportation to and from the airport terminal upon arrival and departure from Miami;
- VIP access for two (2) to the Miami Swim Show exhibits and events;
- A custom-built discovery tour of the city of Miami;
- Content creation with Bikini Village's social media team;
- Personalized gifts.

## 2.2 Prize terms and conditions:

- a) The pair of winners (the **"Winners"**) must travel together both ways. Travel arrangements will be made by Bikini Village.
- b) The trip will take place from July 11 to 15, 2019, with no possibility of altering the dates.
- c) The reservations are subject to the availability of the air carrier and the hotel at the time of the reservation. The terms and conditions of the air carrier and the hotel are applicable. Taxes, airport fees, customs duties, entry fees, tourist cards, surcharges, insurance charges, vaccination expenses, personal travel insurance, and travel documentation are not included in the Prize and are solely the responsibility of the Winners. Personal expenses incurred for the trip, either before, during or after it, are also the responsibility of the Winners.
- d) On the travel date, the Winners must have the legal rights to leave and/or enter Canada and the United States. They are fully responsible for obtaining, at their own expense, all documentation necessary for the trip as required by the authorities concerned, including, without limitation, visas, passports and vaccination certificates, all of which must be obtained before departure. The Winners must comply with the Contest validity dates and accept the alternatives proposed by Bikini Village if this proves necessary. No extension of or changes to the trip will be permitted. Bikini Village reserves the right to offer a prize they consider to be of comparable value if the Prize is no longer available for any reason.
- e) The arrangements related to the package reservations will be made by Bikini Village and will be subject to the availability of the air carrier and the hotel. No modifications will be permitted once the documents are duly filled up and signed.
- f) Winners understand and consent that the trip will be documented with pictures and video by them as well as by Bikini Village. A selection of Bikini Village's products will be use for during the content creation. The selection of products will be made by Bikini Village's team. Winners also consent to the use of their portrait, picture or photograph as part of the image bank of Bikini Village, which may be slated for release during the year 2019. Winners understand that these photos will be made available in-store, online, on social media or newsletters, as applicable. Winners acknowledge and agree that they will receive no compensation, royalty or other monetary payment from Bikini Village for the assignment set forth in this agreement. Winners will be required to each sign a Photography Release Agreement and will have five (5) days following receipt of the documentation to return these forms signed to Bikini Village.
- g) Winners understand and consent to cover and document the trip to Miami (including the various activities as well as the Miami Swim Show). Winners acknowledge and consent that content related to each activity will be created for Bikini Village's platforms. The Bikini Village Team will provide more

details pertaining to the content creation expectations during a call following the selection of the Winners.

- h) The Prize must be accepted as awarded and is not exchangeable, refundable, transferable or convertible into monetary compensation. In the event that one or more of the Prizes is not accepted in accordance with its attached conditions, Bikini Village reserves the rights to forfeit it.
- i) Bikini Village, all of its respective partners, shareholders, directors, officers, owners, associates, employees, members, sponsors, agents, representatives, successors and assignees shall assume no liability of any nature whatsoever for any postponement, delay or cancellation of the flight or any other component of the Grand Prize or any other transportation included in the Grand Prize for any reason whatsoever, including, without limitation, weather conditions, equipment breakdown or failure. In this regard, the Prize Winners hereby waive all claims, whether past, present, future or contingent, against Bikini Village and all of its respective partners, shareholders, directors, officers, owners, associates, employees, members, sponsors, agents, representatives, successors and assignees.
- j) Any expense not mentioned above shall be borne exclusively by the Winners.
- k) Bikini Village reserves the rights to cancel this agreement or the trip at its sole discretion if the Winners do not comply with the contents hereof or of the Rules or if, in particular, Bikini Village, the air carrier or the hotel is informed of any factor preventing or hindering the trip for any reason whatsoever. Any decision by Bikini Village in this regard is final.
- l) Bikini Village reserves the rights to use any pictures of the Winners at its discretion on its social media accounts, website, in its newsletters as well as in-store.

**2.5 Winners' Selection:** The Prize will be awarded via the selection of the winning pair by a jury amongst all eligible contest entries received during the Contest period. The selection will take place on Friday, June 21, 2019, at approximately 2 p.m. EDT. The Winners selection will take place at the Bikini Village Headquarters at 4320 Pierre-de Coubertin, Montreal, Quebec (the "**Draw**") The odds of winning will vary based on the total number of eligible entries received during the Contest period.

**2.6 Announcement of the Winners:** The names, cities and provinces of residence of the Winners may be announced on Bikini Village's Facebook page and on other platforms such as newsletters or its website at the discretion of Bikini Village and will be made available, upon request, to members of the public who request the information, according to this paragraph. To do so, please send your request by email, with the subject line "Take me to Miami Contest" at [info@bikinivillage.com](mailto:info@bikinivillage.com). Such requests must be received by email by Bikini Village between June 27 and July 10, 2019, inclusively.

### **3. GENERAL RULES**

**3.1 Contacting the Winners:** The pair of Winners whom have been selected by the jury will be contacted by email or by telephone, at the discretion of Bikini Village, using the contact information provided on the participants' forms. Once the pair of Winners is reached and confirmed, Bikini Village will proceed with arrangements for the trip. If Bikini Village and/or their sponsors are unable, within a deadline of two (2) business days following a Draw, to reach the two (2) Contest participants who were selected, another pair of Winners will be selected within the next two (2) days for each participant that could not be reached.

- 3.2 **Alternative Prize:** Should Bikini Village be unable to award any Prize (or any part of it) for reasons beyond their control, Bikini Village reserves the rights to award an equivalent prize of the same kind and of equal or greater value or, at its entire discretion, to substitute the Prize (or a part of the Prize) with an equivalent monetary amount. The Prize must be accepted by the Winners as is. Bikini Village will be not be required to accept or make any substitution or modification, nor will they transfer or provide any cash alternatives to Prizes. Documents issued in the Winners' names are neither transferable nor modifiable. If a Winner is unable to accept a Prize, they will not receive a replacement prize nor any form or kind or compensation.
- 3.3 **Release:** Selected Winners will be required to sign a release and waiver form confirming that they comply with these Rules and Regulations and meet the eligibility requirements, that they accept the Prize, and that they release and hold harmless the Contest Sponsors, their employees and those of their affiliated companies, their administrators and managers as well as their officers with respect to any injury, accident, loss or death related to any aspect of the Prize or this Contest. The Contest Winners will have five (5) days following receipt of the documentation to return the release forms signed to Bikini Village by mail at: "Take me to Miami Contest" Bikini Village, 4320 Pierre-de Coubertin, Montreal, Quebec H1V 1A6, or by fax or email. Failing to return the release forms to Bikini Village within the specified time period will result in another pair of participants being selected and the original Winners shall have no recourse against Bikini Village.
- 3.4 **Exclusion of Liability:** Bikini Village cannot be held responsible for any material or physical damage that can be linked in any way to the Prizes awarded as part of the Contest. Bikini Village does not assume any responsibility in a case of any kind where their inability to act would result in an act or a situation that is beyond its control or in case of a strike, lockout or any other labour dispute in the establishments, organizations or companies whose services are used in holding the Contest.
- 3.5 **Use of Name, Image, etc.:** Through their Contest entry, each participant automatically agrees to be bound by these Rules and Regulations and consents, if they win one of the Prizes, to divulge their personal information. Each participant and Winner, authorizes Bikini Village and its partners to use, if necessary, their name, photographs, images, statements regarding the Prize, place of residence (city and province), or their voice, without any kind of compensation, without any limit on the period of use, in all media and on a global level, for advertising or any other purpose and at Bikini Village's and its partners' discretion. If requested by Bikini Village and its partners, Winners may have to sign a waiver and permission document confirming the aforementioned permission to divulge their identity.
- 3.6 **False Identity:** Contest entries made using an assumed name, alias or false identity will be deemed null and void and, as such, may be disregarded by Bikini Village. Incomplete entries and entries made with multiple addresses, under multiple identities, or through the use of any device or artifice to participate multiple times will be automatically void.
- 3.7 **Errors:** Bikini Village will not be held responsible for any errors, incorrect or inaccurate transcription, transmission or loss of a participant's information, nor for

technical difficulties due to a server, network, hardware or software failure. If a participant is selected during one of the Draws due to a system error, malfunction or defect, the Prize may be re-attributed to another participant.

- 3.8 **Litigation in Quebec:** Any dispute regarding the conduct or the administration of a promotional contest may be submitted to the *Régie des alcools, des courses et des jeux* for a ruling. Any dispute regarding the prize attribution of a contest may be submitted to the *Régie* only for the sole and unique purpose of helping the parties reach a settlement.
- 3.9 **Personal Information:** Personal information acquired during this Contest can only be used for the sole and unique purpose of the Contest administration and will not be used for any other reason without prior consent. By providing their information, participants allow Bikini Village to use their personal information for the purpose as stated above.
- 3.10 **Contest Advertisement:** The Contest will be advertised on the Bikini Village website ([www.bikinivillage.com](http://www.bikinivillage.com)), on the Bikini Village Facebook page ([www.facebook.com/bikinivillage](http://www.facebook.com/bikinivillage)), on the Bikini Village Instagram page (@bikinivillage), in its newsletters and/or on other Bikini Village platforms as well as in-store at its sole discretion from May 30, 2019, to June 17, 2019 (Contest Closing Date).
- 3.11 **Contest Rules:** Contest rules are available online at [www.bikinivillage/miami](http://www.bikinivillage/miami) or can be requested with a written letter addressed to "Take me to Miami Contest" at the following address: Bikini Village, 4320 Pierre-de Coubertin, Montreal, Quebec H1V 1A6.