

Busbud + Trailways of New York Promotion

ENTRY RULES

THE Promotion IS OPEN TO RESIDENTS OF NEW YORK STATE OF THE USA. NO PURCHASE NECESSARY TO ENTER OR WIN.

1. **The Sponsor and the Administrator:** The Promotion **Busbud + Trailways of New York** (hereinafter referred to as the "**Promotion**") is sponsored by (Busbud s.e.n.c) (hereinafter jointly referred to as the "**Sponsor**")
2. **Promotion Period:** The Promotion begins on July 21th, 2015 at (12h01) and ends on August 21th, 2015 at 11h59 p.m. (EST) (hereinafter referred to as the "**Promotion Duration**"). All times indicated are Eastern Standard Time (EST).
3. **Eligibility:** The Promotion is open to American residents of New York State aged 21 and over. This offer excludes employees, agents and/or representatives of the Sponsor, its affiliates, its promotional and/or advertising agencies, partners and other service providers associated with the Promotion as well as any person residing with, or who is a member of the immediate family of, such an employee, agent and/or representative. For the purpose hereof, "**immediate family**" refers to the father, mother, brother, sister, child, husband, wife or common-law spouse of such an employee, agent and/or representative.
4. **How to participate**
For a chance to win, you must:
 - 4.1. Visit the competition website at the following address:<http://www.busbud.com/promo-trailways-new-york-mtl/>, complete the online entry form (hereinafter the "Entry Form"). Then, click on the submit button. From the displayed confirmation message, you will automatically be entered. Your Entry Form shall have been submitted no later than August 21th 2015 to 23 59 pm (EDT).
 - 4.2 To be declared a winner of the Promotion, each entrant whose Entry Form has been selected under the draw under this Regulation must have correctly answered the mathematical question (all of these being hereinafter collectively or individually the "Winner", subject to the other requirements of this Regulation).
 - 4.3. A Promotion entrant may only use one email address (it must be valid) to enter via the Entry Form. One (1) entrant per Entry Form. One (1) same email address can not be used by more than one participant. Limit one entry per person, per address, email address and telephone number daily.
 - 4.4. No purchase necessary.
 - 4.5 The person is then invited to share the Promotion by Facebook. If the person sharing the Promotion via Facebook, it gets an extra chance to win the grand prize or secondary prize in the limit of an additional.
 - 4.6 Any person may participate in the competition and earn a chance to win the grand prize by sending contact information (name, address, telephone number, email address) and a letter explaining in 100 words what it means for her to Busbud following address: Promotion "Promotion Busbud + Trailways of New York" Busbud Inc., 5425 Casgrain Street, Suite 900, Montreal, QC, H2X 1X6.
5. **Limit of participations:** Participants must respect the following limits; otherwise the Sponsor reserves the right to disqualify one or more of their entries: a) limit of one entry per person, per civic address, per email address and per telephone number, per day b) only one email address is allowed, in the case where a person has more than one.

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6. Conditions of the validity of the soumission: The application form will be submitted for approval to Busbud. Busbud reserves the right to refuse certain forms of participation, if Busbud believes that it is inappropriate that violates these Terms or may, on the other hand, be subject to complaints or raise questions from users of the Promotion webpage and at any time, without notice to the entrant. The approval process could take several days.

7. Price:

Grand Prize: One (1) winner will win a gourmet weekend for two to Montreal.

The price includes:

- Bus transportation roundtrip 2 people between New York and Montreal (max value of CAD \$300);
- One (1) accommodation package for 2 people for 2 nights in Montreal (max value of CAD \$500);
- Meal for two (2) at Pastaga, specific menu " the Classics of Pastaga" (max value of CAD \$100)
- Meal for two (2) at la Farine (max value of CAD \$60)
- Brunch for two (2) at Fabergé (max value of CAD \$40)

The total value of the Grand Prize is CAD \$1,000.

The following conditions apply to the Grand Prize:

- a) The winner will be one (1) year to claim his weekend in Montreal from the August 21st, 2015 . Thus, the winner will have until 21st if August 2016 to enjoy his weekend in Montreal. After that date, the price will be invalid and the winner will not have the opportunity to enjoy the weekend in Montreal.
- b) The winner will have to share with Busbud his departure three weeks in advance to allow time for the company to reserve accommodation and transport.
- c) The restaurants do not offer more than the maximum value of the prize. If the bills exceeds the amount allocated the winner will have to pay the difference. Neither Busbud or the restaurants will be responsible for this amount.

Any Prize must be accepted as described in the present Entry Rules and cannot be transferred to another person, substituted for another prize nor exchanged in part or in whole for a sum of money. In the event where, for reason not related to the Winners, the Sponsor cannot award a Prize (or a part of the Prize) as described in these Entry Rules, they reserve the right to award a Prize (or a part of a Prize) of the same nature and of equivalent value or, at their sole discretion, the cash value of the Prize (or part of the Prize) as mentioned in the Entry Rules.

If all or any portion of the Prize is not used, no compensation will be given; and

The Prize is non-transferable, non-refundable, non-exchangeable and non-redeemable for cash.

8. Agreement of the Official Rules: By participating in this Promotion, entrant certifies that he agrees to submit fully and unconditionally with these Official Rules and the decisions of Sponsor or Administrator, which are final and must be respected in relation to any aspect of the Promotion . In the province of Quebec, this right is subject to the authority of the Régie des alcools, des courses et des jeux (the "Régie"). The awarding of the prize depends on the satisfaction of all requirements set forth herein.

9. Announcement of the winners: On August 21, 2015, at 2: 00 PM EST draw for the grand prize and secondary prizes in Busbud's office (same address) among all eligible entries received during the Promotion Period. The winners will be announced on the Facebook page and Busbud contacted by email within twenty-four (24) hours of the draw.

10. Requirements for potential winner: The potential prize winner must comply with these Official Rules at any time and can only win once met all the requirements. In five (5) days after sending the notice, the potential

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winner must correctly answer a mathematical skill testing question and complete and return to Sponsor a declaration and against any claims of standard waiver and appeal to the organizers and stakeholders of this Promotion so that the potential winner can claim the prize and fulfill all other conditions as determined by the administrator. If the potential winner is not the age of majority, parents, legal guardians or other authorized legal representative must also sign a consent form and liability waiver. Event of a default by the potential winner to comply within the prescribed period, the potential winner will be deemed to have waived its price. In the event that the potential winner is disqualified for whatever reason, the administrator will select an alternate winner in a random drawing from among all remaining eligible entries and the price allocation process will start as described above. Busbud, their affiliates, their advertising and promotional agencies, their employees, agents and representatives assume no liability of any nature whatsoever in all cases where their inability to act results from an event or situation beyond their control or a strike, lockout or any other labor dispute in their establishments or in the establishments of organizations or businesses whose services are used to hold this Promotion. The winner will receive the award only once all these conditions fulfilled.

11. Advertising: A participant who takes part in the competition agrees that its name, surname, place of residence, photograph, voice, image and / or any declarations made with respect to any time in connection with this Promotion for advertising purposes, of any way whatsoever and in any media, without remuneration or compensation.

12. Confidentiality: Information collected from entrants, with the exception of those mentioned in Article 11 are subject to Busbud privacy policy in the form found at the following address(<https://www.busbud.com/en/about/privacy>).

13. General Conditions: In the event of infringements the operation, security, or administration of the Promotion, in any way whatsoever, for whatever reason, including, without limitation, due to problems of fraud, virus or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Promotion to consider the problem and resume the Promotion in the most consistent way to the spirit of that regulation Official; or (b) award the prizes in a random drawing from among all eligible entries that are received prior to the occurrence of the problem. Sponsor reserves the right, in its sole discretion, to disqualify anyone attempting to tamper with the entry process or the execution of this Promotion, acting in violation of the Official Rules or any other promotion or in an improper way or disturbing. Sponsor's failure to enforce the part of one or other provision of these Official Rules shall not constitute a waiver of that provision.

Also, the Sponsor assumes no liability for any problem including, but not limited to: a technical malfunction of the telephone network or lines, online computer systems, servers or providers, computer equipment, software or any other problem resulting directly or indirectly from a virus, computer worm, bug or failure while sending emails to the Sponsor for any reason, including, but not limited to, traffic on the Internet network or a website, or a combination of the two. The Sponsor and other agents and/or representatives cannot be held liable for any damage to participants' computer hardware following their entry in the Promotion.

14. Email and identity of the participant: In the event a dispute regarding any entry made online, the authorized user of the email address will be considered the entrant. "The authorized user of the email address" is the natural person who is authorized to administer the email address mentioned at the time of entry. A potential winner may be required to provide proof that he is the authorized user of the email address.

15. Release and Limitations of Liability: Except where prohibited by law, people taking or attempting to take part in the competition agree to exonerate and release Busbud, their subsidiaries and affiliated companies authorized distributors of products or services, their agencies respective advertising and promotion, as well as their representatives, employees and agents (the "Released Parties") from any liability, claim or cause of action arising out of participation or attempted participation in the Promotion or the receipt or enjoyment of the prize, including, without limitation arising from: (a) unauthorized human intervention in the operation of the Promotion; (B) technical problems attributable to computers, servers, providers, or telephone or network lines; (C) printing errors; (D) errors

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that may occur in the administration of the Promotion or the processing of entries; (E) delays in mail, lost or undeliverable; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt of any prize. The entrant agrees more to that in the case of any cause of action, the Released Parties' liability is limited to the registration fee and participation in the Promotion, and in no event shall the Released Parties be liable for costs legal. The participant waives any right to claim any damages, including, without limitation, punitive, incidental, direct or indirect. If for any reason it is confirmed that an entry has been deleted by mistake, lost, or destroyed or altered, the only option available to the member is to make a new application for participation in the Promotion; it is understood that it is not possible to allocate a further entries due to the cancellation of the competition for any reason, Sponsor, in its sole discretion, may elect to perform a draw at random from all eligible entries that are received at the time of the cancellation of all prizes offered under the conditions set forth herein. Notwithstanding the foregoing, only the specified number of prize will be awarded.

16. Improper participation: The Promotion organizers reserve the right to disqualify any person or cancel one or more entries of any person entering this Promotion or trying to participate by means contrary to these rules or that are unfair to other entrants (eg. use of bulletins obtained from an unauthorized source, entries exceeding the allowable limit, etc.). The Promotion organizers reserve the right to eliminate, at their option, all the entries sent in multiple applications ("spamming") and those whose provenance is questionable. This person could be referred to the competent judicial authorities.

17. Technical errors. Busbud and its agents are not responsible for technical, mechanical, computer, telephone, telecommunication, distribution or production errors and may terminate or withdraw the Promotion in the event of such errors without liability and without notice, in its sole discretion, that, subject to authorization from the Régie des alcools, des courses et des jeux. Moreover, Busbud is not responsible for any errors or technical difficulties resulting from server failure, hardware or software, transmission problems or data loss, deferred or altered transmitted by the participant.

18. Legitimacy of decisions made by the organizers: All decisions of the Promotion organizers or their representatives regarding this Promotion is final and without appeal, subject to any decision of the Board in relation to any matter within its jurisdiction.

19. Waiver of right and responsibility of Facebook: While this competition may be promoting <http://facebook.com> object on the site, Facebook is in no way associated with this Promotion. The information collected in the forms of participation of this Promotion will not be communicated to Facebook. Facebook has no status Sponsor or Administrator within the framework of this Promotion.