

FRESH 93.1 DREAM KITCHEN MAKEOVER RULES

THE FRESH 93.1 DREAM KITCHEN MAKEOVER CONTEST (THE “**CONTEST**”) IS INTENDED TO BE CONDUCTED IN THE PROVINCE OF ONTARIO ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. PARTICIPANTS MUST BE OF THE AGE OF MAJORITY IN THE PROVINCE OF ONTARIO OR OLDER AT THE TIME OF ENTRY. VOID IN WHOLE OR IN PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE “**CONTEST RULES**”).

1. ELIGIBILITY. To be eligible for this Contest, an individual must:

- (a) be a legal resident of the province of Ontario;
- (b) be of the age of majority or older at the time of entry;
- (c) be the sole owner of all right, title and interest (including copyright) in and to the Work (as defined below) submitted in connection with the Contest;
- (d) be a homeowner of a residential property within a thirty five (35) kilometer radius of the Fresh 93.1 studios (located at 1125 Bayfield Street North in Barrie, Ontario) with home access and kitchen of no more than one (1) storey above or below ground level; and
- (e) be willing and able to accept the prize as awarded.

Employees of Corus Radio Inc. operating CHAY-FM (the “**Station**”) and its parents, affiliates, subsidiaries, related companies, successors and assigns (together with the Station, “**Corus**”), Simply Design, Simply Renovate, Hilton Worldwide Holdings Inc., Messy Maid, Glass Lighting Gallery and Home Finishings, Jeff’s Junk and their affiliates, subsidiaries, related companies, successors and assigns (collectively and together with Corus, the “**Sponsors**”), advertising and promotional agencies, judges of the Contest, any person who has been confirmed as a winner of any previous Station administered contests within ninety (90) days preceding the Contest start date indicated below where the prize was valued over one thousand Canadian dollars (CDN\$1,000.00), and/or the household members of any of the above are not eligible to enter.

The Sponsors shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsors for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsors 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 PERIOD. The Contest begins at 7:01 a.m. Eastern Time (“**ET**”) on February 1, 2021 and ends at 11:59 p.m. ET on February 19, 2021 (the “**Contest Period**”) 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 the Contest. Enter using the method of entry outlined below. No entries will be accepted by any other means.

- (i) To enter online, complete and submit the entry form located at <https://931freshradio.ca/> (the “**Contest Website**”).
- (b) Each entrant must submit an entry form together with a photo of their kitchen in either jpeg or png format, no larger than 3MB and an essay no more than 500 words describing their kitchen and why they want to win the makeover (the “**Work**”) and upload the Work to the Contest Website.
- (c) By participating in this Contest, each entrant represents and warrants that the Work: (i) does not contain any material, language or gestures that are libelous, defamatory, indecent, profane, obscene or violent and does not violate any laws relating to hate speech or otherwise; (ii) is original, solely created by the entrant and that no third party participated as an author, co-author or otherwise in the creation of the Work or any part thereof, and all right, title and interest (including copyright) therein is owned and/or controlled by the entrant to the full extent necessary to enable the Sponsors to use the Work as contemplated by these Contest Rules; (iii) does not infringe upon the intellectual property right, proprietary interest or other statutory or common law rights of any third party; (iv) does not contain any recognizable logos or any other copyrighted material; (v) does not contain any mention, endorsement, or “plug” any commercial product, service, venture or thing, including, without limitation, the name of your employer; and (vi) has not been submitted in connection with any other contest and/or promotional campaign.
- (d) Limit of one (1) entry per household during the Contest Period. In the case of multiple entries, only the first eligible entry will be considered.
- (e) All entries including the Work, become the sole property of the Sponsors and will not be returned for any reason. Entries must be received no later than the end of the Contest Period. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. Unless otherwise set out herein, no communication or correspondence will be exchanged with entrants except with those selected as a potential winner.
- (f) Entries received online shall be deemed to be submitted by the authorized account holder of the e-mail address associated with the entry. For the purpose of the Contest Rules, “authorized account holder” of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Any entrant may be required to provide the Sponsors with proof that they are the authorized account holder of the e-mail address associated with their entry.

4. **PRIZE.**

- (a) **Prize.** There is one (1) prize (“**Prize**”) available to be won by the Prize winner (“**Winner**”) consisting of:
 - (i) One (1) gift certificate for a kitchen makeover from Simply Design and Simply Renovate, including:
 1. Design consultation from Simply Design, for 150 square foot kitchen space, includes 1 in-home meeting with site visit, one in-home meeting

to present design and verify dimensions, floor-plan and 3D images, colour and finish consultation and up to 3 on-site meetings during renovation to ensure all is going as per design.

2. 20 Lineal feet of Laurysen Kitchen Cabinets based on standard kitchen with deep upper over the fridge, upper over stove to accommodate under cabinet hood, and 24 inch void for a dishwasher and void over sink where a window may exist.
 3. Choice of one of three door style options and cabinets with some adjustment to fit winner's kitchen dimensions and site conditions. Includes handles and/or knobs for cabinets (1 per door or drawer front) and 1 accessory - either a waste pull-out or corner accessory, white melamine interior, soft close doors and full-extension soft close drawers, top and bottom trim to compliment door style chosen.
 4. Up to 45 square feet of 3CM Stone or quartz countertop in 1 of 3 choices of colours (includes cut out for standard undermount double sink). Supplied, template and installed by The Granite Company.
 5. Up to 150 square feet of Luxury Vinyl Flooring from 3 options provided, supplied and installed by Grand Floors.
 6. 2-person team, 1 day demolition of existing kitchen cabinets, countertop, flooring and base trim. 1/2 day patch and prep for new install. Delivery and installation of kitchen cabinets, trim and accessories. 1 day for installation of 30 square feet of tile backsplash, installation of base trim and initial clean-up of job-site with broom clean-up. Supplied by Simply Renovate.
 7. Water shut-off if required and reconnecting of new sink, faucet and existing dishwasher (if applicable) to existing rough ins by Plumbing Solution.
 8. Remove and replace 1 light fixture, supply, remove and replace up to 3 outlets and 2 switches to white decora style, provided by Simcoe County Electric, licensed Master Electrician.
 9. Paint kitchen area up to 8'x12' walls and base trim, 1 colour + trim paint supplied by Freshlook Painting.
- (ii) One (1) CDN \$1,000.00 gift certificate for Glass Lighting Gallery and Home Finishings;
 - (iii) One (1) 20-yard container for up to 7 days, includes delivery, removal, and dump fees for up to 3 tonnes (valued at CDN \$100.00 per tonne) from Jeff's Junk, to be arranged by Simply Renovate.
 - (iv) Post construction, Messy Maid will provide a 3-person crew, for up to 4 hours of cleaning services dedicated to construction area clean up only (applicable for

entrance to home, area leading to kitchen, and kitchen) with an approximate retail value of hundred and sixty Canadian dollars (CDN \$360.00);

- (v) One (1) 'Designer' kitchen faucet and one (1) 'Premium' kitchen sink, (valued at CDN \$1,300.00) from Discount Granite Plus;
 - (vi) One (1) gift certificate for three (3) nights' standard accommodations (based on one (1) family of 2 adults and 2 children) at the Hilton Inn & Suites in Barrie in the amount of CDN\$270.00; and
 - (vii) One (1) CDN\$1,000.00 gift card for a hardware store to cover additional building materials required to complete the renovation.
- (b) The Prize has an approximate value of twenty-five thousand, nine-hundred and twenty-nine Canadian dollars (CDN \$25,929.00).
 - (c) Winner is not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.
 - (d) The Sponsors and/or the Sponsors' representatives will contact the Winner to coordinate the provision of the Prize within one (1) business day once such Winner has been successfully contacted and notified of his/her Prize and fulfilled the requirements set out herein.

5. PRIZE CONDITIONS.

- (a) The Prize must be redeemed from May 7, 2021 through May 17, 2021 (pending COVID-19 health, public and business restrictions during this time period). Should Winner be unable to have work completed on the dates and times designated by the Sponsors, the Prize will be forfeited and awarded to an alternate winner. Consultation must be booked directly with Simply Design no later than March 13, 2021 and cabinets ordered by March 15, 2021. Unauthorized resale will invalidate the Prize. Products are subject to availability.
- (b) Winner will be responsible for all incidental costs and expenses not explicitly included in the Prize, including without limitation, costs above the value of the gift certificates, gift cards, maintenance, any incidental or additional work or labour services, upgrades, any permits, licenses or other authorizations required (including any of their associated costs, taxes, accessories or items of a personal nature), or any other expense not explicitly included in the Prize.
- (c) Without limiting the generality of Section 5 (a), the Releasees, as defined below, are not responsible for any costs or fees associated with any hidden or unforeseen work required or recommended that is discovered in the redemption of the Prize or Prize elements (the "**Hidden or Unforeseen Work**"). All Hidden or Unforeseen Work is winner's sole responsibility;
- (d) Winner must be available for site measurements on March 13, 2021 (dependent on COVID-19 health, public and business restrictions applicable at that time) for an approximate 1.5 hour period. Winner acknowledges and agrees that the Station will

publicly reveal the remodel on May 18, 2021.

- (e) Winner must arrange and coordinate the fulfilment of the Prize directly with prize providers. The terms by which the gift certificates/gift cards may be redeemed are governed by the prize providers. Corus is not responsible for administering or ensuring compliance with the terms and conditions relating to the gift certificate/gift cards. Prize cannot be used in conjunction with an existing job or project.
- (f) In the event that, due to the COVID-19 pandemic, there are government regulations in place at the time outlined in section 5(a) above, the prize providers will make best efforts to coordinate a rescheduled date of the remodel with the Winner.
- (g) Prize must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsors. Any unused, unclaimed or declined portion of a Prize will be forfeited, have no cash value and the Sponsors shall have no obligation to provide either an alternative or value-in-kind. The Sponsors reserve the right, in their sole discretion, to substitute a prize of equal or greater value if the Prize (or any portion thereof) cannot be awarded for any reason.
- (h) Shipped Prizes shall not be insured and the Sponsors shall not assume any liability for lost, damaged or misdirected Prizes.

6. **WINNER SELECTION.**

One (1) Winner shall be selected as follows:

- (a) On or about March 5, 2021 in Barrie, Ontario, five (5) entrants will be selected by the Sponsors and/or the Sponsors' representatives (the "**Judges**") based on the following criteria: (i) 40% functionality of kitchen space; (ii) 40% kitchen aesthetics; and (iii) 20% age of the kitchen (the "**Criteria**") (the "**Finalists**").

The Finalists' pictures will be posted on the Contest Website and listeners will be invited to vote online for their favourite Work from 12:01 a.m. ET on March 6, 2021 until 11:59 a.m. ET on March 11, 2021. Online voting is open to the general public and is limited to one (1) vote per person per twenty-four hour period. Votes are subject to verification and will be declared invalid if they are reproduced, falsified, altered or tampered with in any way.

On or about March 12, 2021 in Barrie, Ontario, one (1) Finalist with the highest ratings (based on the number of votes, calculated as of 11:59 a.m. ET on March 11, 2021) will be selected as the potential Winner.

- (b) Before being declared a Winner, the selected entrant shall be required to comply with the Contest Rules and sign and return the Release (described below).
- (c) The Judges, in their absolute discretion, shall select the Finalists based upon the above Criteria. The decisions of the Judges shall be final and binding and may not be challenged in any way.
- (d) The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Sponsors and the quality of the Work judged against the

Criteria.

- (e) THE SELECTED ENTRANT WILL BE NOTIFIED BY TELEPHONE NO LATER THAN MARCH 12, 2021 AT 10:00 A.M. ET AND MUST RESPOND WITHIN ONE (1) BUSINESS DAY OF NOTIFICATION. Upon notification, the selected entrant must respond by telephone or e-mail (as specified in the notification) to the contact number or e-mail address provided no later than the indicated deadline set out in the Contest Rules and/or the notification. If the selected entrant does not respond accordingly, he/she will be disqualified and will not receive a Prize and another entrant may be selected in the Sponsors' sole discretion until such time as an entrant satisfies the terms set out herein. The Sponsors are not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsors to receive a selected entrant's response.
 - (f) If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible Prize claimants after the Contest's closing date to award the correct number of Prizes.
7. **RELEASE.** Winner will be required to execute a legal agreement and release (“**Release**”) that confirms Winner's: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of each of the Sponsors, Facebook, Instagram, Twitter, and their respective parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the “**Releasees**”) from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant to the Sponsors of the unrestricted right, in the Sponsors' collective or individual discretion, to produce, reproduce, display, publish, convert, post, serve, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the Winner's name, statements, image, likeness, voice and biography and the Work, in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof. The executed Release must be returned within one (1) business day of the date indicated on the accompanying letter of notification or the verification as a Winner or the selected entrant will be disqualified and the Prize forfeited.
8. **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.
9. **RIGHTS CLEARANCE.** By providing the Work to the Sponsors in connection with the Contest, each entrant shall retain all right, title and interest (including copyright) in and to the Work and shall grant to the Sponsors a worldwide, gratuitous, irrevocable, and non-exclusive licence to copy, modify, produce, reproduce, display, publish, exhibit, distribute, convert, adapt, post, serve, broadcast, communicate by telecommunication, transmit and otherwise use or reuse

the Work for use in all media now known or hereafter devised in perpetuity beginning on the date of entry, including, but not limited to, in connection with the administration, promotion and exploitation of the Contest. Sponsors assume no responsibility for any claims of infringement of rights to copyright, privacy, personality or otherwise, and all such liability shall remain with the entrant. Sponsors reserve the right to exclude any Work for any reason whatsoever, including but not limited to, on the basis of concerns relating to the rights of third parties, including but not limited to privacy, copyright, defamation, rights of personality, obscenity or hate speech, as determined by Sponsors in their sole discretion.

10. LIMITATION OF LIABILITY. The Sponsors assume 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. The Sponsors 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. The Sponsors assume 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. The Sponsors assume 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.

11. CONDUCT. By participating in the Contest, each entrant is deemed to have executed and agrees to be bound by the Contest Rules, which will be posted at the Contest Website throughout the Contest Period. Each entrant further agrees to be bound by the decisions of the Sponsors and Judges, which shall be final and binding in all respects. The Sponsors reserve 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, and/or 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 Corus property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass the Sponsors or 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.

12. PRIVACY / USE OF PERSONAL INFORMATION.

(a) By participating in the Contest, each entrant: (i) grants to the Sponsors the right to use his/her name, mailing address, age range, telephone number and e-mail address and submitted Work (collectively the “**Personal Information**”) for the purpose of administering the Contest, including but not limited to contacting and announcing the Winner and coordinating the provision of the Prize; (ii) grants to the Sponsors the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further

compensation unless prohibited by law; and (iii) acknowledges that the Sponsors may disclose his/her Personal Information to third-party agents and service providers of any of the Sponsors in connection with any of the activities listed in (i) and (ii) above.

- (b) Corus 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 Corus Privacy Policy at: <https://www.corusent.com/privacy-policy/>.

- 13. INTELLECTUAL PROPERTY.** All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations is owned by the Sponsors 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.
- 14. TERMINATION.** The Sponsors reserve the right, in their sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.
- 15. LAW.** These are the official Contest Rules. The Contest is 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 the Sponsors. 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 the Sponsors in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario 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.
- 16. 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.
- 17. FACEBOOK/INSTAGRAM.** This Contest is in no way sponsored, endorsed, administered by or associated with Facebook and/or Instagram. Facebook and/or Instagram are completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to Corus and/or the Sponsors and not to Facebook and/or Instagram.