

THESE RULES ARE THE STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTESTS AND GIVEAWAYS (EACH A “**CONTEST**” AND COLLECTIVELY THE “**CONTESTS**”) ADMINISTERED BY CHAY-FM. THE CONTESTS ARE 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. 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.

1.1 To be eligible to enter a Contest, an individual must:

- (a) be a legal resident of, and the age of majority or older in, the province of Ontario;
- (b) if applicable, be the sole owner of all right, title and interest (including copyright) in and to the Work (as defined in Section 3.3 below) submitted in connection with the Contest; and
- (c) if applicable, have a valid social media account at the time of entry.

1.2 The following people are not eligible to enter the Contest:

- (a) Employees of Corus Radio Inc. operating CHAY-FM, its parent, affiliates, subsidiaries, related companies, successors and assigns (collectively “**Corus**”);
- (b) Related advertising and promotional agencies and Contest prize providers (all such entities being individually and collectively referred to hereafter as the “**Sponsors**”);
- (c) Any person who has been confirmed as a winner of one (1) Corus administered contest within one (1) month preceding the indicated Contest start date indicated below; and/or
- (d) The household members of any of the parties listed in Section (a) to (c) above.

1.3 The Sponsors 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 the Sponsors for the purpose of the Contests 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 information that does not meet these requirements.

2. **CONTEST PERIODS.** Each Contest entry period (each a “**Contest Period**”) shall start and end as announced: (i) during a CHAY-FM broadcast (the “**Program**”); (ii) as indicated on [www.931freshradio.ca](http://www.931freshradio.ca) (the “**Contest Website**”); and/or (iii) as indicated on CHAY-FM social media platforms, after which time the Contest will be closed and no other entries shall be accepted.

## 3. HOW TO ENTER.

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

3.2 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.

- 3.3 All entries, including, if applicable, the submission submitted in connection with the Contest entry (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. No communication or correspondence will be exchanged with entrants except with those selected as a potential Contest winner.
- 3.4 If Work has been submitted by an entrant in connection with the Contest, each entrant agrees that the Sponsors may post the Work on Sponsor 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 the Sponsors 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.
- 3.5 Entries received online shall be deemed to be submitted by the authorized account holder of the e-mail address or social media account associated with the entry, as applicable. For the purposes of these Contest Rules, “authorized account holder” of an e-mail address or social media account is defined as the natural person who is assigned to an e-mail address or social media account by an Internet access provider, on-line service provider, social media platform or other organization responsible for assigning e-mail addresses or social media accounts for the domain or account associated with the submitted e-mail address or social media account. Each selected entrant may be required to provide Corus with proof that the selected entrant is the authorized account holder of the e-mail address or social media account associated with the winning entry.
- 3.6 Streaming listeners may be listening to a delayed stream of the radio signal, which may vary depending on the device on which you are listening and the speed of the internet connection. Corus recommends turning on a radio to Corus for any cues to call or text. Corus assumes no liability for entrants not making timely phone calls to Corus due to delays in the streamed signal.
- 3.7 If the telephone connection between the Corus announcer and an entrant is not clear, such that the announcer and/or entrant cannot hear each other or the entrant is disconnected, that entrant may, in the sole discretion of Corus, be disqualified and the Releasees (defined in Section 7 below) will not be liable in any way.

#### **4. PRIZES.**

- 4.1 Each Contest prize shall have an approximate retail value between one Canadian dollar (CDN \$1.00) and one thousand Canadian dollars (CDN \$1,000.00) and shall be announced and described on the Program, social media platform and/or the Contest Website at the beginning of each Contest Period. Winners shall not be entitled to receive the difference between the actual prize value and the approximate prize value, if any.
- 4.2 Winners will be contacted by the Sponsors with instructions on how to claim the prize. If a winner is required to pick up their prize, they must do so within three (3) weeks of confirmation as a winner. Failure to pick up a prize within three (3) weeks of confirmation as a winner will result in forfeiture of the prize.

## **5. PRIZE CONDITIONS.**

- 5.1 Prizes 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 portion of a prize will be forfeited and have no cash value. The Sponsors reserve 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.
- 5.2 Winner will be solely responsible for any expense not explicitly included in the prize.
- 5.3 In the case of event tickets, gift cards or gift certificates, the terms by which the event tickets, gift cards or gift certificates may be redeemed are governed by the applicable retailer or service provider. Corus is not responsible for administering or ensuring compliance with the terms and conditions of the event tickets, gift cards or gift certificates.
- 5.4 In the case of concert or event tickets, if an artist or any of their band members are unable to attend the applicable concert or event or a concert or event is cancelled for any reason whatsoever, the prize and any prize portions shall be deemed fulfilled and such prize or prize portions will not be substituted, except in the sole discretion of the Sponsors.
- 5.5 If applicable: (i) all bookings and/or reservations are subject to availability at time of booking; (ii) blackout dates may apply, as determined by the Sponsors in their sole discretion; (iii) any guest(s) of the winner may be required to be of the age of majority or older in order to participate in the prize; and (iv) winners and any guests must have any and all necessary documentation as may be required for presentation at the time of prize redemption.
- 5.6 Shipped prizes shall not be insured and the Sponsors shall not assume any liability for lost, damaged or misdirected prizes.

## **6. WINNER SELECTION.**

- 6.1 Following the end of the applicable Contest Period, Corus 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.
- 6.2 Before being declared a winner, the selected entrant(s) shall be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail, to comply with these Contest Rules and may be required to sign and return the Release (described below).
- 6.3 If the selected entrant does not respond within the prescribed timeline set out in the notification, they will be disqualified and will not receive a prize and another entrant may be selected (as determined by Corus in its 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.
- 6.4 If, as a result of an error relating to the entry process, drawing or any other aspect of a Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible prize claimants to award the correct number of prizes.

- 7. RELEASE.** Winners (and if applicable, any guest of the winner) may be required to execute a legal agreement and release (“**Release**”) that confirms their: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the prize as offered; (iii) release of the Sponsors, if applicable, any social media platform, and each of their respective parent companies, subsidiaries, affiliates and/or related companies, employees, directors, officers, suppliers, agents, 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, exhibit, distribute, adapt, and otherwise use or re-use the submitted Work, their name, statements, image, likeness, voice and/or biography in any and all media now known or hereafter devised in connection with publicity related to the Contest. The executed Release(s) must be returned within two (2) business days of the date indicated on the accompanying letter of notification or verification as a winner, or the selected entrant will be disqualified and any prize will be forfeited.
- 8. INDEMNIFICATION BY ENTRANT.** By entering a Contest, each entrant releases, indemnifies and holds the Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrants or any other person, including personal injury, exposure to the COVID-19 virus, 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 the Releasees from any and all claims made 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 (if applicable), 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 exclusive license to copy, use, modify, produce, reproduce, display, publish, exhibit, distribute, convert, adapt, post, serve, broadcast, communicate by telecommunication, transmit and otherwise use or reuse the Work 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. The entrant hereby confirms that the Work is an original work, solely created by the entrant, and that no third party participated as an author, co-author, photographer or otherwise in the creation of the Work or any part thereof. The Sponsors assume no responsibility for any claims of infringement of rights to copyright, privacy and/or personality, and all such liability shall remain with the entrant. In addition, each entrant represents to Sponsors that the Work does not infringe any copyright interest of any third party and that the Work is not defamatory or obscene and does not violate any laws relating to hate speech or otherwise. 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 or liability in the event that the Contest cannot be conducted as planned for any reason, including 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 the Contest and/or the Contest Website.

**11. CONDUCT.** By participating in a Contest, each entrant is deemed to have executed and agrees to be bound by the Contest Rules. Entrants further agree to be bound by the decisions of the Sponsors, 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, 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 the Sponsor's 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, including but not limited to any COVID-19 requirements in force. The Sponsors reserve the right to remove from any prize-related locations, any winner and/or guest who breaks such rules and/or fails to behave appropriately and to disqualify such winner and/or guest. Any disqualified winner (and/or guest, if applicable) will forfeit any un-awarded elements of the prize.

## **12. PRIVACY / USE OF PERSONAL INFORMATION.**

12.1 By entering a Contest, each entrant expressly consents to Corus, and its third-party agents and service providers, to collect, use, store, and share any personal information submitted by entrant to enter the Contest, such as name, age of majority confirmation, and contact information, as applicable, only for the purpose of implementing, administering, and fulfilling the Contest as described in these Contest Rules, and in accordance with Corus' Privacy Policy, available at <http://www.corusent.com/privacy-policy>.

12.2 Each winner further consents that: (a) any personal information they have provided in connection with this Contest may be shared with prize providers for the purpose of facilitating the delivery or fulfillment of a prize; and (b) Corus may broadcast, publish, disseminate and otherwise use a winner's name, city/town/village and province/territory of residence, image and/or voice in connection with any promotion and/or publicity purposes without further compensation to winner.

12.3 No communication unrelated to the Contest, commercial or otherwise, will be sent to the entrant unless the entrant otherwise expressly agrees to receive further communications from Sponsors.

**13. 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 the property of their respective owners 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.** Corus reserves the right, in its 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.
- 15. 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 the Sponsors 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 the Sponsors in connection with the Contests 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. LANGUAGE 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. 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. Any questions, comments or complaints regarding the Contest must be directed to Corus.