

## 104.5 FRESH RADIO PAYROLL CONTEST RULES

THE 104.5 FRESH RADIO PAYROLL CONTEST (THE “**CONTEST**”) WILL 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 PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE “**CONTEST RULES**”).

### 1. ELIGIBILITY.

1.1 To be eligible for this Contest, an individual must:

- (a) be a legal resident of the province of Ontario; and
- (b) be of the age of majority or older at the time of entry in the province of Ontario.

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

- (a) Employees of Corus Radio Inc., operating as CFLG-FM (the “**Station**”) and its parent, affiliates, subsidiaries, related companies, successors and assigns (together with the Station, the “**Sponsors**”);
- (b) Any person who has been confirmed as a winner of one (1) Station administered contests within thirty (30) days preceding the Contest start date indicated below where the prize was valued over one hundred Canadian dollars (CDN \$100.00); and
- (c) The household members of any of the parties listed in Section (a) to (b) above.

1.3 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 information that does not meet these requirements.

2. **CONTEST PERIOD.** The Contest begins at 7:30 a.m. Eastern Time (“**ET**”) on September 5, 2023 and ends at 4:00 p.m. ET on October 6, 2023 (the “**Contest Period**”) after which time the Contest will be closed and no further entries shall be accepted.

### 3. HOW TO ENTER.

3.1 There is no purchase necessary to enter the Contest. To enter complete and submit the entry form located at <https://1045freshradio.ca/> (the “**Contest Microsite**”). No entries will be accepted by any other means.

3.2 Limit of one (1) entry per person during the Contest Period. In the case of multiple entries, only the first eligible entry will be considered.

- 3.3 All entries 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.
- 3.4 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.
- 3.5 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. Sponsors recommend turning on a radio to the Station for the Cue to Call. Sponsors assume no liability for entrants not making timely phone calls to the Station due to delays in the streamed signal.
- 3.6 If the telephone connection between the Station 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 the Sponsors, be disqualified and the Releasees (defined in Section 7 below) will not be liable in any way.

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

- 4.1 There are thirty-eight (38) prizes (each, a "Prize", collectively the "Prizes") available to be won by the Prize winners (each, a "Winner", collectively the "Winners") each of which consists of fifty Canadian dollars (CDN\$50.00).
- 4.2 Winners may claim their Prizes at the Station located at 709 Cotton Mill Street, Cornwall Ontario K6H 7K7 prior to March 31, 2024.

#### **5. PRIZE CONDITIONS.**

- 5.1 Prizes must be accepted as awarded and cannot be transferred, assigned or substituted, except at the sole discretion of the Sponsors. Any unused, unclaimed or declined portion of a Prize will be forfeited 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.
- 5.2 The Sponsors shall not assume any liability for lost, damaged or misdirected Prizes.

#### **6. WINNER SELECTION.**

- 6.1 Thirty-eight (38) Winners shall be selected as follows:
- (a) Beginning September 11, 2023 on Monday through Friday (excluding statutory holidays) at approximately 7:30 a.m. and 3:30 p.m. ET the name of a randomly selected entrant will

be announced on the Station (the “**Cue to Call**”).

- (b) Upon hearing the Cue to Call, the selected entrant will have ten (10) minutes and forty-five (45) seconds to call the Station at 613-938-1045 (the “**Contest Line**”).
- (c) If the selected entrant successfully calls the Contest Line within the allotted time after the Cue to Call, they shall qualify to receive a Prize.
- (d) If a selected entrant does not call the Contest Line within the allotted time after the Cue to Call, the previous Winner shall continue to be awarded an additional Prize until such time as a selected entrant responds to the Cue to Call.

6.2 The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Sponsors. Before being declared a Winner, each selected entrant 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 the Contest Rules and to sign and return the Release (described below).

6.3 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.** Potential Winners will be required to execute a legal agreement and release (“**Release**”) that confirms each potential 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 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, exhibit, distribute, adapt and otherwise use or re-use the Winner’s name, statements, image, likeness, voice and biography, 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 two (2) business days 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, indemnifies 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, 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. **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 this Contest and/or the Contest Microsite.

**10. 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 Microsite throughout the Contest Period. Each entrant further agrees 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 and/or the Contest Microsite or any related promotional website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any Sponsor 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 MICROSITE 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.

**11. PRIVACY / USE OF PERSONAL INFORMATION.**

11.1 By entering the Contest, each entrant expressly consents to Sponsor, 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>.

11.2 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) Sponsor 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.

11.3 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.

**12. 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 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.

13. **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.
14. **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.
15. **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.
16. **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 the Station.