# 100.5 FRESH RADIO "STEP INTO SANDALS®" / GLOBAL PETERBOROUGH "SANDALS® RESORTS" CONTEST RULES

THE 100.5 FRESH RADIO "STEP INTO SANDALS®" / GLOBAL PETERBOROUGH "SANDALS® RESORTS" 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 legally able to travel to Jamaica and have any and all necessary documentation as may be required for presentation to Canadian and/or International customs and airport personnel; and
  - (d) have not won a prize from previous "Sandals" contests on Corus (defined below) in the past three (3) years.

Employees of 591989 B.C. Ltd. operating CKRU-FM (the "Radio Station") and 591987 B.C. Ltd. operating Global Peterborough (the "TV Station") and their parents, affiliates, subsidiaries, related companies, successors and assigns (together with the Radio Station and TV Station, "Corus"), Sandals and Beaches Resorts ("Sandals"), Unique Vacations Canada, Inc., Delta Boardwalk Gaming, Guarantee Pro Realty Inc., Kirk Norris Insurance and Financial, Riley's Olde Towne Pub, Sugar Me Right, Kawartha Chrysler Dodge Jeep Ram Fiat and their affiliates, subsidiaries, related companies, successors and assigns (collectively and together with Corus, the "Sponsors"), advertising and promotional agencies, any person who has been confirmed as a winner of any previous Station administered contests within sixty (60) 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 6:00 a.m. Eastern Time ("**ET**") on January 7, 2019 and ends at 11:59 p.m. ET on February 1, 2019 (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 any of the methods of

entry outlined below. No entries will be accepted by any other means.

- (i) Listen to the Radio Station Monday to Friday during the Contest Period between 6:00 a.m. and 10:00 a.m. ET. When you hear the Contest cue to text announcement, listeners are invited to text the Contest Line using the code word SANDALS (the "Cue to Text"). Every weekday, a random numbered text as chosen and announced by the on-air host, who gets through to the Contest Line within ten (10) minutes and five (5) seconds from hearing the Cue to Text will receive an invite for the selected entrant and one (1) guest to the Event where the selected entrant has the chance to win a Prize, as described below (each, a "Text In Qualifier"). There will be two (2) Cues to Text daily.
- (ii) Watch the TV Station's Morning Show every weekday between 6:00 a.m. and 9:00 a.m. ET and/or CHEX News @ 6 every weekday between 6:00 p.m. and 7:00 p.m. ET for the image of the numbered SANDALS jet to appear on the screen (the "Contest Cue"). Upon seeing the Contest Cue, visit <a href="https://globalnews.ca/peterborough/">https://globalnews.ca/peterborough/</a> (the "Contest Website"), click on the Contest page, and complete the Contest entry form in full including the correct number displayed on the Contest Cue (each, a "Online Entry").

Each weekday during the Contest Period between 8:00 a.m. and 12:00 p.m. ET at the TV Station's studios in Peterborough, Ontario, one (1) entrant will be selected by random draw from all Online Entries received by 11:59 p.m. ET on the weekday immediately preceding the draw date and receive an invite for the selected entrant and one (1) guest to the Event (defined below) where the selected entrant has the chance to win a Prize, as described below (each an "Online Qualifier"). Entries will not rollover to subsequent weekdays.

NOTE: The TV Station is a GLOBAL affiliate. From time to time, programming may be delayed or pre-empted due to GLOBAL programming decisions. Sponsors assume no responsibility for entrants not making timely entries or being unable to participate in the Contest during an aforementioned television programs as a result of GLOBAL programming changes.

- (b) Limit of one (1) entry to the Grand Prize Game (defined below) per household during the Contest Period. In the case of multiple entries, only the first eligible entry will be considered.
- (c) Following confirmation as a Text-In Qualifier and Online Qualifier (individually a "Qualifier" and collectively, the "Qualifiers"), selected Qualifiers will be given instructions and a deadline as to how they must pick up their invite to the Event at either the Radio Station or the TV Station during regular business hours.
- (d) 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.
- (e) 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.

(f) 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 Text. Sponsors assume no liability for entrants not making timely texts to the Station due to delays in the streamed signal.

#### 4. PRIZES.

- (a) There are two (2) grand prizes ("Grand Prizes"; each a "Grand Prize") to be won, each Grand Prize winners ("Grand Prize Winners"; each a "Grand Prize Winner") consists of the following:
  - (i) A trip for two (2) to Montego Bay Jamaica (the "**Destination**") which shall include:
    - Round-trip economy airfare for the Grand Prize Winner and his/her guest (the "Guest") leaving together from the same gateway, on the same itinerary, from a major Canadian airport located near the Grand Prize Winner's home, as determined by the Sponsors in their sole discretion, to the Destination:
    - 2. Ground transportation for the Grand Prize Winner and Guest between the airport and hotel in the Destination;
    - 3. Seven (7) nights hotel accommodation at the Sandals® South Coast Jamaica to be selected by the Sponsors in their sole discretion for the Grand Prize Winner and Guest based on double occupancy (run of the house room) unless otherwise indicated;
    - 4. All meals, unlimited premium brand beverages, daily & nightly entertainment, all land and water sports, including scuba diving (for certified divers), Wi-Fi in all rooms and public areas, gratuities;
    - 5. All hotel taxes and processing fees; and
    - 6. Departure taxes.
- (b) Each Grand Prize has an approximate value of Five Thousand Canadian dollars (CDN \$5,000.00).
- (c) Consolation Prizes. There are fifty eight (58) consolation prizes (each, a "Consolation Prize") available to be won by the Consolation Prize winners (the "Consolation Prize Winners"), each of which may consists of one (1) of the following: CDs, DVDs, gift

- certificates, gift cards, concert or movie tickets, books, passes to local festivals and cash, among other prizing.
- (d) Each Consolation Prize will have an approximate retail value between Twenty-Five Canadian dollars (CDN\$25.00) and Fifty Canadian dollars (CDN\$50.00).
- (e) Grand Prizes and Consolation Prizes are hereafter collectively referred to as "**Prize**" or "**Prizes**". Grand Prize Winners and Consolation Prize Winners are hereafter collectively referred to as a "**Winner**" or "**Winners**".
- (f) Winners are not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.
- (g) The Sponsors and/or the Sponsors' representatives will contact the Winners to coordinate the provision of the Prizes within five (5) days once such Winners have been successfully contacted and notified of his/her Prize and fulfilled the requirements set out herein.

#### 5. PRIZE CONDITIONS.

- (a) Grand Prize Winners and Guests must be available to travel from April 1, 2019 through December 15, 2019, subject to availability and selected blackout dates. Reservations may not be confirmed until thirty (30) days prior to the selected travel date. No extension will be given after the Grand Prize has expired. Should Grand Prize Winners and/or Guests be unable to travel on the dates and times designated by the Sponsors, the Grand Prize will be forfeited and awarded to an alternate winner.
- (b) Grand Prize Winners and Guests will be responsible for all incidental costs and expenses not explicitly included in the Grand Prize, transportation to and from originating airport, travel and medical insurance, travel documentation, airport improvement fees, bag check fees, taxes, gratuities, telephone calls, in-room charges, telephone calls, Red Lane® Spa treatments and services, specialty dining (i.e. private candlelight dinners), tours and excursions, inter-island transportation, SCUBA certification courses, **island departure taxes**, purchases made at Sandals Specialty Shops, and any other expense not explicitly included in the Grand Prizes. Grand Prize Winners may be required to present a valid major credit card upon check-in at the hotel to cover any expenses over and above the standard room charge.
- (c) Guests must be of the age of majority or older in the province of Ontario, be legally able to travel to the Destination, and have any and all necessary documentation as may be required for presentation to Canadian and/or International customs and airport personnel, and comply with the Contest Rules and sign and return the Release (described below).
- (d) Sandals reserves the right to relocate any processed Grand Prize Winner and Guest from the hotel to an alternate resort within the chain or to alternate dates, based on availability of space.
- (e) 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, 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 a Prize (or any portion thereof) cannot be awarded for any reason.

(f) The Sponsors shall not assume any liability for lost, damaged or misdirected Prizes.

#### 6. WINNER SELECTION.

(a) Winners shall be selected as follows:

The party where the potential Grand Prize winners will be selected will take place at The Junction, located at 257 George Street North in Peterborough, Ontario, on February 9, 2019 at 2:00 p.m. ET (the "Event").

Qualifiers may designate a proxy to attend the Event in his or her place (each, a "**Proxy**") provided the Qualifier informs the Radio Station/TV Station of the Proxy's name at least two (2) business days in advance of the Event. Qualifiers or their Proxies may be referred to individually as a "**Finalist**" or collectively as the "**Finalists**". Finalists must register their attendance at the Event no later than 1:45 p.m. ET. <u>Valid photo identification will be required to register.</u> Finalists' guests are not eligible to win.

For greater clarity, if a Proxy is selected as a potential Grand Prize Winner instead of the original Finalist, he/she will only be the potential winner on his/her behalf.

After registration at the Event, each Finalist will begin randomly drawing a number from a box to determine the order in which each Finalist will have the opportunity to play the "FLIP THAT SANDAL" game (the "Grand Prize Game") as follows. Beginning at approximately 2:00 p.m. ET, each registered Finalist will be called up by the number they drew to select a numbered sandal on a projection screen, where each Finalist will either be awarded one (1) Grand Prize or one (1) Consolation Prize, defined below. The Finalists who select the number of the sandal that yields the message "Pack your sandals. Jamaica awaits!" or a similar message will be selected as a potential Grand Prize Winner. Finalists who select a numbered sandal with a message indicating they will win a Consolation Prize will be selected as a potential Consolation Prize Winner.

Registered Finalists will continue being selected until the last Finalist's number is drawn, or all Grand Prizes have been given away, whichever occurs first. Each Finalist shall be eligible to win only one (1) Prize.

- (b) The odds of receiving an invite to the Event depend on the total number of people who text the Contest Line upon hearing the Cue to Text and the number of Online Entries received during the Contest Period, as applicable. Once a Qualifier, the odds of winning a Grand Prize are two (2) in sixty (60), and the odds of winning a Consolation Prize are fifty-eight (58) in sixty (60).
- (c) 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.
- (d) 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.** Winners and Guests will be required to execute a legal agreement and release ("Release") that confirms Winners' and Guests': (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 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 Winners' and Guests' 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 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. 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.

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 Website and at www.1005freshradio.ca, and made available at the Radio Station's studios, located at 200-151 King Street, Peterborough, Ontario, K9J 2R8 and the TV Station's studios, located at 743 Monaghan Road, Peterborough, Ontario, K9J 5K2 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 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. Finalists, Grand Prize Winners, and Guests must at all times behave appropriately when taking part in the Event/trip and observe the Contest Rules and any other rules or regulations in force at the Event/Destination. The Sponsors reserve the right to remove from the Event/trip any Finalist, Grand Prize Winner, and/or Guest who breaks such rules and/or fails to behave appropriately and to disqualify such Finalist, Winner and/or Guest.

## 11. 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 (collectively the "Personal Information") for the purpose of administering the Contest, including but not limited to contacting and announcing the Winners and coordinating the provision of the Prizes; (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: <a href="http://www.corusent.com/privacy-policy/">http://www.corusent.com/privacy-policy/</a>.
- 12. 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.
- **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.

- **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, including but not limited to Facebook and/or Twitter. Any personal information provided in connection with the Contest is being provided to Corus and any questions, comments or complaints regarding the Contest must be directed to Corus.