

FRESH RADIO “WIN \$2021 IN 2021” CONTEST RULES

THE FRESH “WIN \$2021 IN 2021” 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; and
- (c) be able to accept the prize as awarded.

Employees of 591989 B.B. Ltd operating CKRU-FM (the “**Station**”) and its parents, affiliates, subsidiaries, related companies, successors and assigns (together with the Station, “**Corus**”), Lakeshore Designs, Sugar’d Bare, That’s A Wrap Catering Co. and their affiliates, subsidiaries, related companies, successors and assigns (collectively and together with Corus, the “**Sponsors**”), any person who has been confirmed as a winner of any previous Station administered contests within two (2) years preceding the Contest start date indicated below where the prize was valued over Two Thousand Five Hundred Canadian dollars (CDN\$2,500.00), advertising and promotional agencies, 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 7:20 a.m. Eastern Time (“**ET**”) January 18, 2021 and ends at 7:45 a.m. ET on February 5, 2021 (the “**Contest Period**”). The Contest Period may be extended in the event that no grand prize entries have been awarded by 7:45 a.m. ET on February 5, 2021. If the Contest Period is extended, the Grand Prize (as defined below) will be awarded to the first contestant who gets “21”.

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. Listen to the Station Monday to Friday at approximately 7:20 a.m. ET and 8:20 a.m. ET only in case the first selected contestant goes over “21” (“**Contest Occasion**”) for the “Fresh 20/21” password to be announced (the “**Cue to Text**”). Upon hearing the Cue to Text, listeners are invited to text the entrant’s name and correct Cue to Text to (705) 876-1005 (the “**Contest Line**”). After five (5) minutes from the Contest Occasion, one (1) random numbered text entry as selected by the on-air host will be

contacted to play the Contest game on air. The Station will contact the selected entrant at the phone number used to submit the text entry. If the Station is unable to reach the selected entrant or the call back goes to voicemail (whichever comes first), another eligible entrant will be randomly selected at the sole discretion of the Station.

The selected entrant who answers the Station's call will qualify to play "21" Blackjack style for a chance to win a prize (each a "**Contestant**"). The goal of the game is to get a score of 20 or 21 by playing cards. If at any time the Contestant wants to "Hold" without going over "21", he/she will qualify to win a Secondary Prize (defined below). If a Contestant gets "20", he/she will qualify to win a Secondary Prize and one (1) entry to the grand prize draw. If a Contestant gets "21", he/she will qualify to win a Secondary Prize and ten (10) entries to the grand prize draw. Any Contestant going over "21" will not qualify to win a prize.

- (b) During the Contest Period, listeners may try to text in as many times as they like each time a Cue to Text is broadcast, but any Contestant who wins a Secondary Prize (defined below) may not participate in any further Cues to Text during the Contest Period.
- (c) 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 phone calls to the Station due to delays in the streamed signal.
- (d) 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 below) will not be liable in any way.

4. **PRIZES**

- (a) **Grand Prize.** There is one (1) grand prize ("**Grand Prize**") available to be won by the Grand Prize winner ("**Grand Prize Winner**") consisting of Two-Thousand and twenty-one Canadian Dollars (CDN\$2,021.00).
- (b) **Secondary Prizes.** There are fifteen (15) secondary prizes (each, a "**Secondary Prize**") available to be won by the Secondary Prize winners (the "**Secondary Prize Winners**"), which each consists of: One (1) Lotto 6/49 or Lotto Max prize pack in the amount of one-hundred Canadian dollar (CDN\$100.00).
- (c) Grand Prize and Secondary Prizes are hereafter collectively referred to as "**Prize**" or "**Prizes**". Grand Prize Winner and Secondary Prize Winners are hereafter collectively referred to as a "**Winner**" or "**Winners**".
- (d) Winners are not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.
- (e) The Sponsors and/or the Sponsors' representatives will contact the Winners to coordinate the provision of the Prizes within five (5) business 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) Winners will be responsible for all incidental costs and expenses not explicitly included in the Prizes.
- (b) 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 a Prize (or any portion thereof) cannot be awarded for any reason.
- (c) The Sponsors shall not assume any liability for lost, damaged or misdirected Prizes.

6. WINNER SELECTION.

One (1) Grand Prize Winner shall be selected by the Station as follows:

- (a) On or about February 5, 2021 in Peterborough, Ontario, one (1) entrant will be selected by a random draw from all eligible entries received during the Contest Period. **Each entrant shall be eligible to win only one (1) Secondary Prize.** Before being declared a Winner, the 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 sign and return the Release (described below).
- (b) The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Sponsors and the ability of the selected entrant to answer the Station's call to play the Contest game and enter the draw.
- (c) **THE SELECTED ENTRANT WILL BE NOTIFIED BY TELEPHONE OR E-MAIL NO LATER THAN FEBRUARY 5, 2021 AT 12:00 P.M. ET AND MUST RESPOND WITHIN TWO (2) BUSINESS DAYS 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.
- (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 will be required to execute a legal agreement and release ("**Release**") that confirms Winners': (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 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, 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 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 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 tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest.
- 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 <https://1005freshradio.ca/> 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 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.

- (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 or 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 <https://www.corusent.com/privacy-policy/>.

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.

13. TERMINATION. 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. 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.