

## WHO'S MAKING A DIFFERENCE CONTEST RULES

THE WHO'S MAKING A DIFFERENCE 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;
- (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; and
- (d) Nominees (defined below) of entrants must: i) be of the age of majority or older at the time of entry; (ii) be a legal resident of the province of Ontario; and (iii) have provided consent to enter the Contest.

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

- (a) Employees of Corus Television Limited Partnership by its general partner Corus Television G.P. Inc., Corus Radio Inc., and their parent, affiliates, subsidiaries, related companies, successors and assigns (collectively "**Corus**");
- (b) Employees of Merrett Home Hardware Building Centre, Kingan Home Hardware and their affiliates, subsidiaries, related companies, successors and assigns (collectively, "Attie Enterprises Inc.", together with Corus, the "**Sponsors**");
- (c) Any person who has been confirmed as a winner of two (2) Corus administered contests within six (6) months preceding the Contest start date indicated below; and
- (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 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 12:01 a.m. Eastern Time (“**ET**”) on January 31, 2022 and ends at 11:59 p.m. ET on March 27, 2022 (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. Enter using the method of entry outlined below. No entries will be accepted by any other means.

(a) To enter online, complete and submit the entry form located at <https://thewolf.ca/>, <https://globalnews.ca/peterborough/>; or <https://1005freshradio.ca/> (collectively the “**Contest Microsite**”).

3.2 Each entrant must submit an entry form together with: (i) a 30 second to 1 minute video; or (ii) a photo and a short essay no more than 200 words nominating a volunteer of a registered charitable organization or a member of the general public who has made a significant contribution to their community (the “**Work**”).

ENTRANTS WHO SUBMIT A NOMINEE REPRESENT THAT THEY HAVE OBTAINED OR WILL OBTAIN THE RIGHT TO USE THE NAME AND OTHER LIKENESS OF THE NOMINEE IN CONNECTION WITH THE CONTEST AND FOR THE PURPOSES STATED HEREIN.

3.3 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 including without limitation, 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; (iii) 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; (iv) the Work does not infringe upon the intellectual property rights, proprietary interests or other statutory or common law rights of any third party; (v) does not contain any recognizable logos or any other copyrighted material; (vi) does not contain any mention, endorsement, or “plug” any commercial product, service, venture or thing, including, without limitation, the name of entrant’s employer; and (vii) has not been submitted in connection with any other contest and/or promotional campaign.

3.4 Limit of one (1) entry per Nominee can be submitted by the same entrant per 24-hour period. In the case of multiple entries, only the first eligible entry will be considered.

3.5 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.

3.6 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. PRIZES.**

4.1 **Prizes.** There are eight (8) prizes (each, a “**Prize**”, collectively “**Prizes**”) available to be won by the selected Nominee (“**Winners**”) which shall include:

- (a) One (1) gift card for Merrett Home Hardware Building Centre located at 1460 Lansdowne Street West Peterborough Ontario or Kingan Home Hardware, located at 167 Simcoe Street Peterborough Ontario in the amount of two hundred Canadian dollars (CDN\$200.00) which can be used at either location on items they carry at the store(s) or online.
- (b) Two Hundred Canadian dollar (CDN\$200.00) donation for the selected Nominee’s charity.

4.2 Each Prize has an approximate value of four hundred Canadian dollars (CDN \$400.00).

4.3 Winners are not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.

4.4 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 their Prize and fulfilled the requirements set out herein.

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

5.1 The Prizes must be used no later than July 30, 2022.

5.2 The selected charity must: (i) be a registered charity with valid registration numbers, organized for social welfare or civic improvements in the Province of Ontario; (ii) be actively conducting philanthropic initiatives in the province of Ontario; (iii) be in good standing in the Province of Ontario; and (iv) be registered in accordance with the Income Tax Act (Canada) or any amendment thereto.

5.3 Winners will be responsible for any other expense not explicitly included in the Prizes.

5.4 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.

5.5 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 Eight (8) Winners shall be selected as follows:

- (a) On each of February 7, February 14, February 22, February 28, March 7, March 14, March 21, March 28, 2022 at approximately 7:30 a.m. ET in Peterborough Ontario, one (1) Nominee will be selected by a random draw from all eligible entries received during the Contest Period. Each entrant/Nominee 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 by Corus. Before being declared a Winner, each selected Nominee 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).
- (b) EACH SELECTED ENTRANT/NOMINEE WILL BE NOTIFIED BY TELEPHONE OR E-MAIL ON THE DAY OF THE DRAW 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, they 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.
- (c) 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 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 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 and Nominees 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 and Nominee 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, 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, 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. 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 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.
- 11. CONDUCT.** By participating in the Contest, each entrant and Nominee 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 and Nominee 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 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 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.

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

12.1 By participating in the Contest, each entrant and Nominee: (i) grants to the Sponsors the right to use their name, mailing address, age of majority confirmation, 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 Winners and coordinating the provision of the Prizes; (ii) grants to the Sponsors the right to use their 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 their 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.

12.2 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 Corus’ Privacy Policy at: <http://www.corusent.com/privacy-policy/>.

**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 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.** 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. 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.