

100.5 FRESH RADIO MEGA BULLSEYE "PAYDAY FLYAWAY" RULES

THE MEGA BULLSEYE "PAYDAY FLYAWAY" 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.C. Ltd. operating CKRU-FM (the "Station") and its parents, affiliates, subsidiaries, related companies, successors and assigns (together with the Station, "Corus"), Collette Tours Canada Limited, Berardi Brothers Plumbing LTD, Fontaine Source For Sports, Hi Ho Silver, LHD Group Corp, Marlin Travel - 001217465 Ontario Inc., My Left Breast, 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 approximately 7:00 a.m. Eastern Time ("ET") on September 3, 2019 and ends the earlier of a) at approximately 2:00 p.m. ET on October 13, 2019, or b) once the Sponsors have awarded a total of Five Thousand Canadian Dollars (CDN\$5,000) in Bullseye Number Prizes (defined below) whichever comes first (the "Contest Period"). The Contest Period may be extended for an additional four (4) days in the event that no one has guessed the Bullseye Number (defined below) by 5:00 p.m. ET on October 17, 2019.

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 during the Contest Period at approximately 7:00 a.m., 9:00 a.m., 12:00 p.m., 3:00 p.m. and 5:00 p.m. ET and Saturdays, Sundays and statutory holidays in the 10:00 a.m. and 2:00 p.m. ET hours and at random

unscheduled times (“**Bonus Contest Occasion**”) for the cue to text to be played (the “**Cue to Text**”). Upon hearing the Cue to Text listeners have five (5) minutes to text their name and a call back phone number to 705-876-1005 for a chance to play the Contest game. A random numbered text, as chosen by the on-air announcer, whose entrant is able to be reached at the call back phone number provided will be entered into the grand prize draw and be invited to play the Contest game (each a “**Contestant**”). 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.

Each Contestant will have one (1) chance to identify the bullseye number (the “**Bullseye Number**”) or one (1) in twenty five (25) mega bonus numbers (the “**Mega Bonus Number**”) between one (1) and one hundred (100) which the Station has pre-selected at their sole discretion (collectively, the “**Number**”). The Contestant who is able to identify a Number correctly within approximately ten (10) seconds, he/she could win a minimum of Twenty-Five Canadian dollars (CDN\$25.00) in case of the Bullseye Number (the “**Bullseye Number Prize**”) or a Mega Bonus Number prize as describe below (the “**Mega Bonus Number Prize**”).

The Bullseye Number Prize increases by Twenty-Five Canadian dollars (CDN\$25.00) for the next scheduled Cue to Text. The Bullseye Number Prize will continue to increase by Twenty-Five Canadian dollars (CDN\$25.00) increments for each subsequent Cue to Text until the Bullseye Number is correctly identified (carrying on to the next schedule Cue to Text on that day or the following day, if necessary). Previously (incorrect) guessed numbers will be posted on <https://1005freshradio.ca/> (the “**Contest Website**”).

Once the Bullseye Number is correctly identified and a Bullseye Number Prize is awarded, the Contest will resume on the next scheduled Cue to Text with a new Bullseye Number, new Mega Bonus Numbers, a Bullseye Number Prize value of Twenty-Five Canadian dollars (CDN\$25.00), and the process of accumulation of Twenty-Five Canadian dollars (CDN\$25.00) increments will begin again.

In the event the Contest Period is extended, the Station will implement a ‘Hi-Low’ element to the Contest. If a Contestant does not correctly identify the Bullseye Number during the allotted time, the on-air host will state that the winning number is higher or lower than the number he/she guessed, the Cue to Text will end and the process of accumulation of twenty-five Canadian dollars (CDN\$25.00) increments will continue until a Bullseye Number Prize is awarded.

NOTE: Standard data service charges may apply through the text entry; check carrier plan for standard data usage charges. Entrants are solely responsible for any fees or data charges related to the text entry.

- (b) During the Contest Period, listeners may submit one (1) text entry per Cue to Text, but any Contestant who correctly identifies a Bullseye Number and wins a Bullseye Number Prize may not participate in any further Cues to Text during the Contest Period. In the case of multiple texts for each Cue To Text, only the first eligible entry/text will be considered. **Each Contestant shall be eligible to win only one (1) Bullseye Number Prize per household during the Contest Period.**

- (c) 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.
- (d) 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.
- (e) 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 one (1) travel voucher from Marlin Travel and Collette Vacations which can be used for any Collette Vacation Package including their Explorations, small group touring product (to be used anywhere Collette Vacations travels). The Grand Prize has an approximate value of Three Thousand Canadian dollars (CDN \$3,000.00). Valid only at Marlin Travel Peterborough. Travel must be booked by December 31, 2019.
- (b) **Bullseye Number Prizes.** The total number of Bullseye Number Prizes to be awarded during the Contest Period and the value of each Bullseye Number Prize awarded will depend on the total number of eligible entrants are able to identify the Bullseye Number during the Contest Period. The total number of Bullseye Number Prizes to be awarded could range between zero and two hundred (200). Each Bullseye Number Prize consists of a cash prize of a minimum of Twenty-Five Canadian dollars (CDN\$25.00).
- (c) **Mega Bonus Number Prizes.** There are at least twenty-five (25) bonus prizes (“**Mega Bonus Number Prizes**”) available to be won by the Mega Bonus Number Prizes winners (“**Mega Bonus Number 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, among other prizing. Mega Bonus Number Prizes have an approximate retail value ranging between twenty-five Canadian dollars (CDN \$25.00) and five hundred Canadian dollars (CDN\$500.00).

Any unawarded Mega Bonus Number Prizes at the end of the Contest Period will not be awarded.

- (d) Grand Prize, Bullseye Number Prizes, and Mega Bonus Number Prizes are hereafter collectively referred to as “**Prize**” or “**Prizes**”. Grand Prize Winner, Bullseyes Number Prize Winners, and Mega Bonus Number Prize Winners are hereafter collectively referred to as a “**Winner**” or “**Winners**”.

- (e) Winners are not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.
- (f) Winners may claim Prizes at the Station's studios in Peterborough, Ontario. Prizes will be distributed within two (2) to five (5) business days after each Winner has 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) The terms by which the gift certificates, gift cards, concert or movie tickets, and travel voucher may be redeemed are governed by the individual retailer or service provider. Corus is not responsible for administering or ensuring compliance with the terms and conditions relating to the gift certificates, gift cards, concert or movie tickets, and travel voucher.
- (c) 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.
- (d) 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 October 15, 2019 in Peterborough, Ontario, one (1) entrant will be selected by a random draw from all eligible entries received during the Contest Period. 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, the total number of people who respond to the Station's call back, the number of Contestants that successfully identify a Number during the Contest Period, and the number of Contestants who guessed an incorrect Bullseye Number since the last Bullseye Number Prize was awarded.
- (c) THE SELECTED ENTRANT WILL BE NOTIFIED BY TELEPHONE OR E-MAIL NO LATER THAN OCTOBER 18, 2019 AT 2:00 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 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' 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 the Contest Website and made available at the Station's studios, located at 743 Monaghan Road, Peterborough, Ontario 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; (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. **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.