

## CONTEST RULES

### KiSS 95.9's Home for the Holidays Contest (the "Contest")

#### 1. ENTRY PERIOD & CONTEST SPONSORS.

- (a) The Contest is brought to you by the following entities (collectively or individually, the "**Contest Sponsors**"): KiSS 95.9 FM ("**Rogers**").
- (B) The contest entry period (the "**Entry Period**") starts at November 28<sup>th</sup>, 2016 at 12:01am MT time and continues until December 15<sup>th</sup>, 2016 at 11:59pm MT time.

#### 2. HOW TO ENTER.

- (a) No purchase necessary.
- (b) Tell us why you would like our help to have your special someone Home for the Holidays, qualify for the chance to win and enter at [www.KiSS959.com/contests](http://www.KiSS959.com/contests). There will be one (1) qualifier each weekday during the Contest Entry Period. One lucky winner will be drawn from all eligible qualifiers. The winner will be announced on Friday, December 18<sup>th</sup>, 2015.
- (c) **ENTRY LIMIT:** One entry per household.
- (d) Any attempt or suspected attempt to enter the Contest in a fashion not authorized by these rules shall be deemed to be tampering and will void all of your entries. Entries that are late, lost, stolen, false, illegible, damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or that do not conform with or satisfy any or all of these Contest rules will be void. Only entries received by Rogers will be considered. Proof of entry transmission shall not constitute proof of receipt. The sole determinant of time for valid entry in this Contest will be the Contest server machine(s). Rogers reserves the right to refuse any entry in its absolute discretion.
- (e) Odds of winning depend on the number of eligible entries received.
- (f) If entry to this Contest is by means of a third party service or site (a "**Third Party Service**"), such as a social media or social networking site, entrants must have a valid account with the applicable Third Party Service and may be required to have a public (i.e. non-private) account in order to participate. By creating an account with a Third Party Service, you agree to comply with the Third Party Service's terms and policies. This Contest is not sponsored, endorsed or administered by any Third Party Service. In particular, all entrants acknowledge that this Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Inc. ("**Facebook**"), and that any questions, comments or complaints regarding the Contest should be directed to the Contest Sponsors and not to Facebook. By participating in this Contest, you completely release Facebook of all liability in relation to any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from your participation.

#### 3. ELIGIBILITY.

- (a) This Contest is open to Canadian residents who are [18 years of age or older as of the date of entry] and who reside within the listening range of the Station. For greater certainty, "within the listening range of the Station" means that you must be able to access the Station's terrestrial broadcast without recourse to satellite radio, the Internet

(including, without limitation, simulcasting), cable television, an application (including, without limitation, a web, digital or telephone application), or any other non-traditional listening device or tool. Whether or not an individual resides within the listening range of the Station will be determined by Rogers in its sole discretion.

- (b) Employees, officers and directors of any Contest Sponsor, its affiliates or representatives, any Contest suppliers and judges, and those with whom the foregoing individuals reside are not eligible to participate in this Contest. This Contest is not open to individuals who have previously won any Station contest within the 30 days prior to the start of this Contest.
- (c) The Contest Sponsors shall have the right at any time to require proof of identity and/or eligibility to enter the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Contest 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.

#### **4. PRIZE DESCRIPTION.**

Daily winners will be Qualifiers and are eligible to win one (1) prize which consists of airfare for a trip for the winner and a guest (herein referred to as, the “**Travellers**”):

- One (1) roundtrip economy airfare for two (2) persons from a North American destination to Calgary, Alberta. Approximate retail value of the prize value: \$2,000 CDN.
- (a) Actual retail value will vary based on available flight schedules. All prize details, including exact flight times, to be determined in the absolute discretion of the Contest Sponsors, subject to availability.
- (b) Traveller is solely responsible for obtaining all necessary travel documents (e.g. valid passport).
- (c) Travel dates must be confirmed with the Contest Sponsors; black out dates may apply. Documentation that is reasonably necessary for the Contest Sponsors to book the Prize for the Travellers (e.g. passport number) must be supplied to the Contest Sponsors or their representatives or agents upon request, and failure to do so may result in the forfeiture of the Prize at the absolute discretion of the Contest Sponsors.
- (d) Traveller will be responsible for any additional expenses not included in the Prize as described herein, including, but not limited to, travel and health insurance, transportation costs, taxis, checked baggage fees, excess baggage fees, etc.
- (e) The Contest Sponsors are not responsible in the event that any Traveller is denied the ability to fly out of or into any particular airport, whether due to airport restrictions or otherwise. The Contest Sponsors will not replace any lost or stolen tickets, travel vouchers, gift cards or certificates. All tickets issued in connection with the Prize are not eligible for frequent flyer miles. Once reservations are made, they cannot be changed. Other restrictions may apply.
- (f) Traveller must behave appropriately and observe the laws, rules and regulations of location of the Prize while using the Prize, and participating in any prize-related activity. The Contest Sponsors have the right, in their absolute discretion, to disqualify and remove any Traveller from any activity at any time if such individual is, at any point,

uncooperative, disruptive, or may cause (or has caused) damage to person, property, or the reputation of the Contest Sponsors.

- (a) No financial compensation will be made or required if actual prize value is lower than the total value quoted in these rules. Prize must be accepted as awarded and may not be transferred or exchanged absent the consent of the Contest Sponsors, which consent may be withheld in their absolute discretion. Prizing may not be exactly as advertised. The Contest Sponsors reserve the right, in their absolute discretion, to substitute a prize of equal or greater value in the event of the unavailability, for whatever the reason, of any advertised prize in whole or in part.
- (b) Except as expressly warranted herein, any Contest prize is provided “as is” without further warranty of any kind.

## **5. DRAW.**

- (a) A random draw from all eligible entries received will be made by a representative of KiSS 95.9 FM on Friday, December 16th, 2016 at approximately 7:00am at 535 7<sup>th</sup> Avenue SW, Calgary, AB. The selected entrant will be announced on air that morning and will be contacted by phone at the phone number indicated on the selected entrant’s entry. A selected entrant will be disqualified and required to forfeit any claim to the Contest prize if he or she cannot be reached within three (3) business days following the first attempt of contact or if the terms set forth in these Contest rules are not adhered to.
- (b) Decisions and rulings of the Contest Sponsors and/or their representatives are final and binding without appeal in all matters related to this Contest and the awarding of a prize.
- (c) To be declared a winner, a selected entrant must correctly answer without assistance of any kind, whether mechanical or otherwise, a time-limited, mathematical skill-testing question; be in full compliance with these Contest rules; and, in the discretion of the Contest Sponsors, sign and return a release of liability and consent to publicity form (the “**Release Form**”) and any other documentation as may reasonably be required by the Contest Sponsors in their absolute discretion.
- (d) A selected entrant may be required to provide proof of identification to the Contest Sponsors when claiming a prize or otherwise in connection with this Contest to facilitate the Contest Sponsors’ accurate identification of a Contest winner.
- (e) If a selected entrant does not fulfill the conditions set out in these rules, or declines or forfeits a Contest prize, the Contest Sponsors reserve the right, in their absolute discretion, to cancel the Contest prize, to select another entrant from the remaining eligible entries pursuant to the process described in this section, above, or to donate the Contest prize to a charity of their choosing.

## **6. RELEASE OF LIABILITY / CONSENT TO PUBLICITY.**

By accepting a Contest prize, the winner: confirms compliance with these Contest rules; acknowledges that the prize is not transferable (except as provided for herein and only at the Contest Sponsors’ absolute discretion) and must be accepted as awarded or otherwise except where stated; consents to the use of his/her name, city of residence, entry, voice, statements, photographs and/or other likenesses for publicity, advertising or informational purposes in any medium or format carried out by the Contest Sponsors and/or their advertising agencies regarding the Contest or the prize, without further notice or compensation; and releases each of the Contest Sponsors, their affiliates, advertising and

promotional agencies, the suppliers of materials or services related to the Contest, and all of their respective shareholders, directors, officers, employees and agents (collectively the "Releasees") from and against all liability in connection with the Contest and/or the awarding and/or use of any Contest prize.

## **7. LIMITATION OF LIABILITY.**

The Releasees do not assume any responsibility and each entrant releases the Releasees from any and all claims, actions, damages, demands and liabilities of whatever nature or kind arising out of or in connection with the entrant's participation or attempted participation in the Contest and any Contest prize, including, without limitation the administration of the Contest, the selection and confirmation of any Contest winners, and the arranging, awarding and use of any Contest prize.

## **8. PRIVACY.**

By entering this Contest, each entrant consents to the collection, use, and disclosure of his/her personal information for the purposes and in the manner described herein. All information submitted by entrants is being collected by Rogers and is subject to the Rogers Media Privacy Policy, available at <http://www.rogersmedia.com/privacy>.

Online entrants may be given the option to receive commercial emails and/or other communications from the Contest Sponsors or other parties; however, eligibility to participate in the Contest is not dependent upon an entrant's consent to receive any such emails and communications, and consenting to receiving such emails and communications will not impact an entrant's chances of winning. Rogers will not send informational or marketing communications to entrants, unless entrants expressly consent to receive such communications through an opt-in mechanism. Entrants may at any time opt out of receiving such materials by following the unsubscribe instructions provided at the bottom of any of these communications. Please consult the Rogers Media Privacy Policy referenced above for further information on how Rogers collects, uses, and discloses personal information. Any questions or concerns with respect to communications from Rogers may be addressed to the Rogers Chief Privacy Officer, whose contact particulars may be found in the Rogers Media Privacy Policy. Where you elect to receive informational or marketing communications from a party other than Rogers, you understand and agree that your personal information will be shared with such other party for the purpose of facilitating the sending of informational or marketing communications, and you further understand and agree that your personal information, as shared with the other party, will be subject to the other party's privacy policy and information handling standards and practices.

In connection with prize fulfillment, Rogers may be required to provide your personal information to another party, including, but not limited to, any other Contest Sponsor. By entering the Contest, you consent to such disclosure of your personal information in connection with the foregoing, and you understand and agree that, should your personal information be provided to another party, your information will be subject to that party's privacy policy and information handling standards and practices.

You further acknowledge and agree that, where you enter a Contest by means of a Third Party Service, any personal information that you share with, or by means of, such Third Party Service may also be used by the applicable Third Party Service in accordance with its own privacy policy.

## **9. GENERAL.**

- (a) **LAWS AND RULES.** This Contest will be run in accordance with these Contest rules, which shall be subject to amendment by Rogers without notice or liability to you. Entrants must comply with these Contest rules and will be deemed to have received and understood these rules by participating in this Contest. The terms of this Contest, as set out in these rules, are not subject to amendment or counter-offer, except as set out herein. This Contest is subject to all applicable federal, provincial and municipal laws and regulations. These rules are governed exclusively by the laws of the province in which you reside, and you submit to the exclusive jurisdiction of the courts of such province. Rights and remedies may vary by province.
- (b) **CANCEL AND AMEND.** Rogers reserves the right to cancel, modify, or suspend this Contest or to amend the Contest rules at any time and in any way, without prior notice, for any reason whatsoever. Without limiting the foregoing, if for any reason the Contest is not capable of running as originally planned, for example as a result of tampering or infection by computer virus, bug, corruption, security breach, or other cause beyond the reasonable control of the Contest Sponsors, Rogers reserves the right to cancel or suspend the Contest and/or conduct a random draw from all previously received eligible entries.
- (c) **CONDUCT.** The Contest Sponsors reserve the right, in their absolute discretion, to disqualify without notice any entrant that they find to be: violating the Contest rules; tampering or attempting to tamper with the entry process or the operation of the Contest or any Contest website; acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; or attempting to undermine the legitimate operation of the Contest. Any attempt by an entrant or any other individual to undermine the legitimate operation of this Contest may be a violation of criminal and/or civil laws. Should any such attempt be made, the Contest Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution, and Rogers reserves the right to ban or disqualify an entrant from this Contest and any future contests.