

## **CONTEST RULES (the “Official Rules”)**

### **The 95.9 CHFM Workday Pay Raise Contest (the “Contest”)**

These Official Rules govern the Contest. By participating or attempting to participate in the Contest, you will be deemed to have received, understood, and agreed to these Official Rules.

#### **1. WHO ARE THE SPONSORS?**

The Contest is sponsored and administered by Rogers Communications Inc. or one of its subsidiaries or their affiliates (“Rogers”) on behalf of 95.9 CHFM (the “Station”). Rogers and any co-sponsors of the Contest are referred to collectively or individually as the “Sponsors”. Although the Contest may be communicated, promoted, or administered by means of a third party social media or social networking service or site (a “Third Party Service”), the Contest is not sponsored, endorsed or administered by, or associated with, any Third Party Service; any questions, comments or complaints regarding the Contest should be directed to Rogers and not to any Third Party Service.

#### **2. WHO MAY ENTER THE CONTEST?**

This Contest is open only to entrants who are residents of the Province of Alberta, who are within the radius of 95.9 CHFM, and who are at least 18 years old as of the date of entry. The following individuals are not eligible to enter the Contest:

(a) employees, officers, directors, agents, and representatives of: (i) the Sponsors, or any of their respective parents, subsidiaries or affiliates; (ii) any prize suppliers; (iii) any and all other companies associated with the Contest;

(b) a household member of any of the individuals listed in (a), above, whether or not related; and

(c) members of the immediate family (spouse, parent, child, sibling) of the individuals listed in (a), above.

#### **3. WHEN DOES THE CONTEST START/END?**

You may enter the Contest between 1AM. On February 25, 2019 and 5:10p.m. On April 26, 2019 (the “Entry Period”). All times referenced in these Official Rules are Eastern.

#### **4. HOW DO I PARTICIPATE IN THE CONTEST?**

No purchase is necessary to enter this Contest. (i) To enter the Contest: (i) go to [www.959chfm.com](http://www.959chfm.com) during the Entry Period; (ii) click on the Contest banners, buttons or links to access the online entry form for the Contest; (iii) complete the online entry form as instructed, including all required information; and (iv) submit your completed online entry form as instructed during the Entry Period. OR (ii) (i) Receive a telephone call from Rogers Third Party Vendor for an invitation to enter this contest (ii) complete the entry as instructed by the vendor and in 2 Rogers QA Contest Rules ENG 201612 Notwithstanding the above, in the event of any technical issues or program incompatibility issues relating to the Station’s online platform programs (as determined by Rogers), entries may be accepted via email or mail -in by the Station as alternative means of entries.

## **5. HOW MANY TIMES MAY I ENTER THE CONTEST?**

There is a limit of one winner per household for this Contest. For greater certainty, you may only be a finalist once in this Contest. In the event that a contestant competes twice or someone within their household competes after a contestant has already been deemed a potential winner, they will be disqualified and not be eligible to collect any prizes other than that of which they were originally awarded.

## **6. COULD MY ENTRY BE REFUSED OR REJECTED?**

Your entry could be refused or rejected if:

- (a) you attempt to enter the Contest in a fashion not authorized by these Official Rules;
- (b) your entry contains false or misleading information, or is late, falsified, illegible, damaged or incomplete or otherwise irregular;
- (c) your entry is submitted using robotic, automated, programmed, or other illicit means; or
- (d) your entry is not in compliance with these Official Rules. In addition, the Sponsors reserve the right to refuse any entry for any other reason as they may determine.

## **7. WHAT ARE THE CONDITIONS OF ENTRY?**

By entering the Contest:

- (a) you agree to be bound by these Official Rules and by the decisions of the Sponsors, which decisions are final, binding and conclusive;
- (b) you represent and warrant that
  - (i) your entry, including any material comprising your entry (e.g. name, user name, profile picture, etc., as applicable) and any material submitted with your entry (e.g. photograph, video, written submission, or other form of submission, as applicable) (all such material, collectively, the "Entry Material") is original to you,
  - (ii) you have all necessary rights in and to your Entry Material to enter the Contest, including the consent of any third parties whose personal information is included in your Entry Material, and
  - (iii) your Entry Material does not contain, depict, include or involve content that is, or could reasonably be considered to be, inappropriate, unsuitable or offensive, as determined by the Sponsors;
- (c) you understand and agree that your entry, including your Entry Material, will not be returned to you and may be moderated or edited by Rogers as it deems appropriate;
- (d) you grant to the Sponsors the irrevocable right to use your Entry Material in any media worldwide and for any purpose related to the Contest (or any similar contest), including the right to use, reproduce, modify, adapt, translate, or create derivative works from, your Entry Material without notification, compensation or additional consideration to you;
- (e) you waive all claims of moral rights in any use of your Entry Material by Rogers pursuant to the rights granted in these Official Rules;

(f) you agree that the Sponsors shall have the right at any time to require proof of identity or eligibility to enter the Contest; failure to provide any such proof upon request may result in disqualification;

(g) you release and forever discharge the Sponsors, their respective parents, affiliates, and subsidiaries, any other companies associated with the Contest, and all of their respective directors, officers, employees, agents, representatives, licensees, successors and assigns, as well as any Third Party Services, (collectively, the "Releasees"), and agree to indemnify and hold harmless each of the Releasees, from and against any and all claims, damages or liability, including any costs or losses related to personal injury, death, damage to or loss or destruction of property, arising out of, or in any way related to,

(i) your participation in the Contest, (ii) the awarding, receipt, possession, use or misuse 3 Rogers QA Contest Rules ENG 201612 of any prize, in whole or in part, or any travel or activity related to any prize, (iii) the use of any Entry Material or Publicity Material (defined below) in accordance with the rights granted in these Official Rules, or (iv) any breach of these Official Rules.

## **8. WHAT IS THE GAME AND HOW DO I PLAY?**

(a) Each weekday (excluding statutory holidays, specifically the Easter Holiday on Friday, April 19, 2019) starting February 20, 2019 a random draw will take place at the offices of the contest organizers to determine which names will be announced for each of the daily contest occasions listed below. Those names will be announced on-air each weekday during the Contest Period at approximately 9AM ET, 1PM ET & 5PM ET. Name announcements start on February 25, 2019. The name announced will have ten (10) minutes from the time of the name announcement to call the Station at 403-537-2436 (CHFM) in order to be deemed a potential winner. Non-selected entries and the entries from potential winners who do not call back within 10 minutes will be carried forward for the remainder of the contest period. The potential contest winner will begin earning one hundred dollars (\$100 CDN) an hour for a minimum of four hours. If the entrant at the next contest occasion calls back within 10 minutes of the name announcement, the current potential winner will no longer continue receiving the CHFM Workday Pay Raise. They will get to keep the amount they have earned thus far and their play will end. If the entrant announced at the next name announcement occasion does not call back, the current potential winner will continue to make one hundred dollars (\$100 CDN) an hour within the CHFM Workday Pay Raise time periods until a new potential winner calls the station within 10 minutes of hearing their name announced. The CHFM Workday Pay Raise time periods to earn one hundred dollars (\$100 CDN) an hour are identified as: Monday to Friday 9am – 1pm, 1pm – 5pm, 5pm – 9pm. No prizes will be awarded for hours which fall outside of these times.

(b) If the Station does not receive a telephone call from the selected entrant within ten (10) minutes of the time of the announcement, or the Station receives a call, but (i) the telephone line is dead when answered by a Station representative, (ii) no audible response is heard, (iii) no one responds after five seconds, or (iv) the call is cut off before all personal data may be collected and the Station is unable, despite reasonable efforts, to make contact with the cut-off caller, then the selected entrant will not be deemed a potential contest winner.

(c) The Station's stream on the 95.9 CHFM app and online stream may be a delayed stream of the Station's radio signal and may vary depending on your device's memory capacity and the speed of your Internet or data connection. For that reason, it is recommended that listeners listen to the Station in

“real time” by turning on an actual radio. The Releasees (defined below) assume no responsibility for entrants not making timely telephone calls (as applicable) to the Station as a result of any delays in the Internet or data stream

#### **9. WHAT ARE THE CONTEST PRIZES?**

(a) Each potential winner is eligible to win a sum of money, a minimum of four hundred dollars (CDN \$400). Prize amounts will be determined by the number of 4-hour time periods a potential winner continues to receive the CHFM Workday Pay Raise. Monetary prizes will be awarded by cheque in the name of the winner. It may take up to six (6) weeks for cheques to be issued.

#### **10. ARE THERE ANY PRIZE CONDITIONS?**

In addition to any prize conditions provided elsewhere in these Official Rules, any prize awarded in the Contest is subject to the following conditions:

(a) The prize may be substituted, in whole or in part, with a prize or prize component of equal or greater value if the prize or prize component cannot be awarded for any reason. 4 Rogers QA Contest Rules ENG 201612

(b) The prize must be accepted as awarded and may not be transferred, unless otherwise determined by the Sponsors. The prize may not be exactly as advertised. The prize is provided “as is” without representation or warranty of any kind by the Sponsors.

(c) The prize may not be resold.

(d) Any unused portion of the prize, once awarded, will be deemed forfeited. The prize will not be replaced if lost, destroyed, mutilated or stolen.

#### **11. HOW WILL THE POTENTIAL WINNER(S) BE SELECTED?**

(a) On each date on February 22, 25, 26, 27, 28 and March 1, 4, 5, 6, 7, 8, 11, 12, 13, 14, 15, 18, 19, 20, 21, 22, 25, 26, 27, 28, 29 and April 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 15, 16, 17, 18, 22, 23, 24, 25 and 26, 2019, a representative of the Contest Sponsors will conduct a random draw from among all eligible entries received by 5:59PM on each of the draw dates above. The names will be announced on the following weekday following each draw date above at each such announcement time. One (1) entry will be selected at each such draw from the entries received for each announcement time; 9AMET, 1PM ET and 5PM ET weekdays, and the entrant associated with such entry will be deemed to be a potential winner..

#### **12. HOW CAN A POTENTIAL WINNER BECOME A WINNER?**

See Section 8 for reference. Within one (1) week of having played the Game, a potential winner will be contacted by the Station, using the information provided by the finalist at the time of playing the Game, to confirm the potential winner’s personal information for prize redemption purposes. At Rogers’ discretion, a potential winner may be disqualified and required to forfeit any claim to the Contest prize if the potential winner cannot be reached within three (3) business days following the first attempt of contact, or if the potential winner cannot confirm complete personal information with the Station, as required by the Station, within five (5) business days of having been reached by the Station.

In addition, to be declared a winner, a potential winner:

(a) must correctly answer, without assistance, a time-limited, mathematical skill-testing question to be administered by the Sponsors;

(b) must be in compliance with these Official Rules;

(c) must sign and return, within any designated time period, a release of liability and consent to publicity form and any other documentation as reasonably required;

(d) may be required to provide proof of identification to confirm eligibility or to claim a prize, or provide proof that he or she is the authorized account holder of any account associated with the selected entry.

### **13. WHAT ARE THE ODDS OF WINNING A PRIZE?**

The odds of winning depend on the number of entries received in accordance with this contest.

### **14. HOW DO I CLAIM A PRIZE?**

Once a potential winner is confirmed as a winner, prize distribution will be promptly coordinated. Except as otherwise indicated by the Sponsors, a winner must personally take delivery of the prize as instructed within thirty (30) days of being notified that such prize is available or within such other time period as may reasonably be advised. 5 Rogers QA Contest Rules ENG 201612 If a winner fails to take delivery of the prize as instructed, the prize will be deemed forfeited.

### **15. WILL I APPEAR IN ANY PUBLICITY IF I AM A WINNER?**

If you are a winner, the Sponsors may require you to appear in publicity related to the Contest or to any similar contest.

By accepting a prize:

(a) you grant to the Sponsors the irrevocable right to record, photograph or otherwise capture or document you, your likeness, your voice, or any statements you make regarding the Contest or the prize, by any available means;

(b) you agree that any such captured material, together with your biographical information, such as name or place of residence, or your Entry Material (collectively, all such materials, the "Publicity Material") may be used by the Sponsors or their licensees, successors, or assigns (collectively, the "Publicity Parties") in any media, whether now known or later devised, worldwide and in perpetuity, for advertising or promotional purposes related to the Contest or any similar contest. Any such use of the Publicity Material may include the reproduction, modification, adaptation, translation or creation of derivative works from your Entry Material;

(c) you acknowledge that the Publicity Parties shall not be required to compensate you, notify you, or request your permission in connection with their use of any Publicity Material, unless otherwise prohibited by law; and

(d) you waive any rights that you may have or that may otherwise exist in connection with any use of the Publicity Material by any of the Publicity Parties, including any moral rights in any such Publicity Material.

## **16. HOW WILL MY PERSONAL INFORMATION BE COLLECTED, USED AND DISCLOSED?**

By entering the Contest, you consent to Rogers' collection, use and disclosure of your personal information in accordance with the Privacy Policy, available at [www.rogers.com/web/content/Commitment-to-Privacy](http://www.rogers.com/web/content/Commitment-to-Privacy) (the "Rogers Privacy Policy"), for purposes of administering the Contest as described in these Official Rules. Over the course of participating in the Contest, you may be given the option to receive commercial emails or other communications of a commercial nature (collectively, "Commercial Communications") from the Sponsors or other parties. Should you elect to receive Commercial Communications from Rogers, your personal information will be used by Rogers to that end, in accordance with the Rogers Privacy Policy.

Your personal information may be disclosed to a third party in the following circumstances:

(a) in accordance with these Official Rules, or with your consent, or as otherwise permitted or required by law.

(b) if you elect to receive Commercial Communications from a party other than Rogers, Rogers will disclose your personal information to that other party for that purpose;

(c) if you are a potential prize winner, Rogers may disclose your personal information to any prize supplier for purposes of prize fulfillment; and

(d) if you have been asked to sign and return a release of liability and consent to publicity form or other documentation in accordance with the terms of these Official Rules, Rogers may disclose your personal information to any interested party, such as an entity who is released from liability.

Rogers' disclosure of your personal information to another party will cause your personal information to be subject to that party's privacy policy and practices.

## **17. HOW DO THE RELEASEES LIMIT THEIR LIABILITY?**

The Releasees assume no liability for the following:

(a) stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, jumbled, or garbled entries, transmissions, email, mail, or other communications;

(b) any error, omission, interruption, defect or delay in transmission, processing, or communication;

(c) failures or malfunctions of, or difficulties with, computer hardware or software, telephones, telephone lines, telephone systems, or network, cable, satellite, server, or website connections;

(d) Printing, typographical, or other errors appearing within these Official Rules, in any Contest-related advertisements, or in Contest-related materials;

(e) Incorrect or inaccurate information, including where caused by website users, tampering, hacking, or by any equipment or programming associated or used in connection with the Contest;

(f) injury or damage to any computer or other device resulting from or otherwise related to participation in the Contest, the use of any website, or the downloading or accessing of any materials;

(g) anyone being incorrectly or mistakenly identified as a winner or potential winner; or

(h) any other errors, problems or difficulties of any kind, whether human, mechanical, electronic, or otherwise, relating in any way to the Contest, including those errors, problems or difficulties that may relate to the administration of the Contest, the processing of entries, the advertising of the Contest, the announcement of any prize or prize winner, or the cancellation or postponement of any event.

#### **18. WHAT LAWS APPLY TO THE CONTEST?**

The laws of the province or territory in which you reside apply to the Contest.

Any attempt to undermine the legitimate operation of the Contest may be a violation of criminal or civil laws. Should any such attempt be made, the Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law.

#### **19. CAN THE SPONSORS CANCEL OR AMEND THE CONTEST?**

The Sponsors may cancel, modify, or suspend the Contest or amend these Official Rules for any reason whatsoever, subject to prior approval by the Régie des alcools, des courses et des jeux, if legally required. For example, if for any reason the Contest is not capable of running as originally planned, the Sponsors may adjust any of the dates, timeframes or other Contest mechanics, or suspend or cancel the Contest.

You may not amend these Official Rules in any way.

#### **20. WOULD THE SPONSORS EVER DISQUALIFY OR BAN SOMEONE FROM A CONTEST?**

The Sponsors may disqualify without notice or ban someone from the Contest or any future contest for any other reason, including if the Sponsors find that a person has:

(a) resold or attempted to resell a prize, in whole or in part;

(b) tampered with or attempted to tamper with, or undermined or attempted to undermine, the legitimate operation of the Contest;

(c) provided false or misleading information;

(d) acted in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any person; or

(e) otherwise violated these Official Rules.

#### **21. WHAT HAPPENS IF THESE OFFICIAL RULES CONTRADICT OTHER CONTEST MATERIALS?**

In the event of any discrepancy or inconsistency between these Official Rules and disclosures or statements made by the Sponsors or appearing in other Contest-related materials, these Official Rules shall govern.

**22. WHAT HAPPENS IF PART OF THESE OFFICIAL RULES BECOMES UNENFORCEABLE OR DOES NOT APPLY?**

If any part of these Official Rules is legally unenforceable or inapplicable, then that part will be deemed invalid; however, the remainder of these Official Rules will otherwise continue to be legally binding.