

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

**MATCH 2 WIN**  
(the “Contest”)

**1. ENTRY PERIOD & CONTEST SPONSORS.**

- (a) The Contest is brought to you by the following entities (collectively or individually, the “**Contest Sponsors**” or “**Sponsors**”): Rogers Media Inc., CKKS (KiSS RADiO) (“**Rogers**”), Eat Your Cake and Travelzoo.
- (b) The Contest entry period (the “**Entry Period**”) starts at 7am on Monday, April 1, 2019 and continues until 4:10pm on Friday, May 24, 2019. All times referenced in these Official Rules are Pacific Time Zone.

**2. HOW TO ENTER.**

- (a) No purchase is necessary to enter this Contest. Entry is subject to these Official Rules, including without limitation the conditions of entry set forth below.
- (b) Listen to the Station at approximately 7AM, 9AM, 12PM and 4PM weekdays (Monday-Friday) during the Entry Period, excluding April 19 and May 20, 2019 for a cue to text. Within two (2) minutes of any such cue to text (the “**Entry Window**”), send the Station a message starting with the word MATCH and YOUR NAME to 10456. Such message may be sent via a cellular telephone that is capable of two-way messaging. Your carrier’s standard text message or short code message and data rates may apply. By sending a message in accordance to the foregoing, you are immediately deemed to be a Contest entrant, and you consent to the Station putting you on-air in connection with this Contest. Where a message entry has been submitted via a cellular telephone, the entry will be deemed to have been submitted by the Authorized Mobile Account Holder of such cellular telephone. “**Authorized Mobile Account Holder**” is defined as the natural person who is assigning to a cellular telephone number by a wireless carrier that is responsible for assigning cellular telephone numbers.

The Station’s online stream may be a delayed stream of the Station’s radio signal and may vary depending on your computer’s memory capacity and the speed of your Internet 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 submitting timely messages to the Station following any cue to text as a result of any delays in the Internet stream.

- (c) Following the close of each Entry Window, Station representative will conduct a random draw (a “**Text Draw**”) at the Station offices in Vancouver, BC from among all eligible messages received during such Entry Window (the “**Eligible Messages**”). One (1) Eligible Message will be selected at random at each Text Draw and the individual associated with such selected Eligible Message will be deemed a potential Contest qualifier (each, a “**Qualifier**”).

**Eligible Messages that are not selected in respect of a particular Text Draw will not carry forward to the next Entry Period but will be entered in the Grand Prize Draw described in Section 7 below.** Messages that are not received by the Station will be deemed ineligible.

- (d) Following each Text Draw, a representative of the Station will contact the applicable Qualifier using the information provided in the Qualifier's Eligible Message. In the event the Station representative is unable to contact a Qualifier for any reason (including, without limitation, in the event the telephone line is dead when called by a Station Representative, or no audible response is heard, or no one responds to the Station representative's telephone call, or the telephone call goes to voicemail, or the Station representative receives a busy signal, or the Potential Qualifier is not otherwise available as determined in the absolute discretion of the Station representative), then the Qualifier will be deemed to be disqualified in respect of the applicable Text Draw; and, in Rogers' sole discretion and time permitting, an alternate Qualifier may be randomly selected in accordance with the above, and so on and so forth, until a Qualifier is successfully contacted by a Station representative in respect of the applicable draw.
- (e) Upon contact with a Qualifier in accordance with paragraph (d), above, a Qualifier will be invited to participate in a virtual Match 2 Win board game ("**Game**") containing 16 numbers (1 through 16) and 8 prizes. Qualifier needs to select two numbers to reveal the prize behind each number. If both numbers selected by Qualifier reveal the same prize, the Qualifier will be deemed the potential winner of the revealed prize. Limit of one (1) prize per Qualifier.

If, however, the two numbers selected by the Qualifier do not reveal the same prize, the Qualifier's game is over. It will be up to the next Qualifier to continue the Game.

A Game is considered completed once each number has been played and matching prizes revealed. A total of eight (8) Games are available to be played in the Contest containing 8 prizes each.

During a game play, the Station will not tell the Qualifier playing the Game which numbers were chosen in previous game plays and which numbers are still available. Any Qualifiers who are not deemed to be Qualifiers are encouraged to continue to participate in the Contest with a view to ultimately being deemed a Qualifier.

- (f) **ENTRY LIMIT:** You may play as often as you want, however, once you win a round, you can no longer play for another prize during the contest, or on CKKS (KiSS RADiO) for a period of thirty (30) days. If the value of the prize is greater than \$1000 then the ninety (90) day rule will be put into play,
- (g) Any attempt or suspected attempt to enter this Contest in a fashion not authorized by these Official Rules shall be deemed to be tampering and will void all of your entries. Entries that contain false information and/or are late, lost, stolen, falsified, illegible, damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or entries that have been submitted using robotic, automated, programmed, or through illicit means, or that do not conform with or satisfy any or all of these Official Rules, as determined in the Contest Sponsors' absolute discretion, will be judged null and void and disqualified. Only entries received by Rogers will be considered. Proof of entry transmission shall not constitute proof of receipt. Rogers reserves the right to refuse any entry in its absolute discretion.
- (h) Although this Contest may be communicated, promoted, or administered by means of any third party social media or social networking service or site (each, a "**Third Party Service**"), entrants acknowledge that: (i) this Contest is not sponsored, endorsed or administered by, or associated with, any Third Party Service; (ii) if entry into this Contest is by means of a Third Party Service, 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) and must comply with the applicable Third Party Service's terms and policies; and (iii) any questions, comments or complaints regarding this

Contest should be directed to the Contest Sponsors and not to any Third Party Service. By participating in this Contest, you completely release any Third Party Service 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. CONDITIONS OF ENTRY.**

By entering this Contest, you:

- (a) agree to be bound by these Official Rules, including without limitation the eligibility requirements set forth below;
- (b) agree to be bound by the decisions of the Contest Sponsors and their representatives, or the Contest judges (if any), which decisions are final, binding and conclusive (without appeal) on all matters relating to the Contest;
- (c) represent and warrant that 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, etc., as applicable) (collectively, the “**Entry Material**”) (i) is original to you, and that you have all necessary rights in and to your Entry Material to enter the Contest, including, without limitation, the consent of any third parties whose personal information is included in your Entry Material, and (ii) does not contain, depict, include or involve content that is, or could reasonably be considered to be, inappropriate, unsuitable or offensive, as determined by Rogers in its sole discretion;
- (d) understand and agree that: (i) your entry (including any Entry Material) may not be returned to you upon submission to the Contest and may be refused as entry to this Contest, as determined by Rogers in its sole discretion; and (ii) Rogers may, in its absolute discretion, moderate and/or remove and/or edit any Entry Material, including to blur out any trademarks or to remove any copyrighted content or otherwise unsuitable content (as determined by Rogers);
- (e) grant to Rogers a worldwide, perpetual, royalty-free, irrevocable, non-exclusive, sub-licensable and unlimited license to use your entry, including the Entry Material, in any media and for any purpose related to the Contest (or any substantially similar contest), including without limitation the right to use, reproduce, modify, adapt, translate, alter, or create derivative works from, the entry and/or Entry Material, without notification, compensation or additional consideration to you; and
- (f) waive all claims of moral rights in your entry and/or Entry Material and in any use thereof in accordance with these Official Rules.

### **4. ELIGIBILITY.**

- (a) This Contest is open only to Canadian residents who are 19 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) The following individuals are not eligible to enter the Contest:

- (i) employees, officers, directors, agents, and representatives of: (1) the Contest Sponsors and their parent and affiliated companies, (2) the Contest prize supplier(s), (3) the Contest judges, if applicable, and (4) any and all other companies associated with the Contest;
  - (ii) a household member of any of the individuals listed in (i), above, whether or not related;
  - (iii) members of the immediate family (spouse, parent, child, sibling) of the individuals listed in (i), above, regardless of where they reside;
  - (iv) individuals who have won any prize valued at approximately \$1,000 or more from the Station within six (6) months of selection as a potential winner 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.

## **5. PRIZE DESCRIPTION.**

**A. Prizes awarded during the Games:** A total of eight (8) Games are available to be played in the Contest with each Game containing 8 (eight) prizes for a total of sixty four (64) prizes to be won. The sixty four (64) prizes will be randomly distributed among the eight (8) Games:

- Four (4) Destination Cultas Packages for 10; prize value approximately \$1000 each
- One (1) Party for 10 at the Hard Rock Casino Vancouver; prize value approximately \$1000
- One (1) Apple Watch w/ Sorts Loop Strap; prize value approximately \$649
- One (1) pair of tickets in the catered KiSS Suite for PINK April 6; prize value approximately \$500
- One (1) Weber Genesis II (S-310 Liquid Propane) BBQ; prize value approximately \$699
- One (1) Dell XPS 13 Laptop (open box); prize value approximately \$1119
- One (1) Weekend Getaway to the WSSF in Whistler; prize value approximately \$500
- One (1) Bose Home Speaker w/ Amazon Alexa; prize value approximately \$500
- One (1) An Insignia Fridge from Brookwood Appliances and \$250 groceries; prize value approximately \$1000
- One (1) Weekend for 2 to Watermark in Osoyoos; prize value approximately \$500
- One (1) 4 tickets to Shawn Mendes June 14 @ Rogers Arena & \$150 The Pint; prize value approximately \$500
- Four (4) Annual Membership passes to Oxygen Yoga and Fitness; prize value approximately \$1200 per
- Four (4) \$1000 Heli-Jet vouchers
- Four (4) \$1000 Sofa So Good Gift Cards
- Two (2) 1-Year Membership to Survivor Fitness Boot Camp; prize value approximately \$1800
- One (1) \$1000 Indochino Gift Card
- One (1) \$1000 Mattress Lounge Gift Card
- One (1) \$1000 PetSmart Gift Card
- One (1) ASUS VIVO Book Flip 14 Laptop; prize value approximately \$900
- One (1) \$1000 IN FREE GAS
- One (1) Microsoft Surface Pro 6; prize value approximately \$1179
- One (1) \$1000 Gift Card for Groceries
- One (1) Blomberg Dishwasher from Brookwood Appliances; prize value approximately \$1300
- Two (2) \$1000 Maui Jim Sunglasses Gift Card
- One (1) \$1000 Black and Lee Tuxedos Gift Card
- One (1) iRoomba Vacuuming Robot; prize value approximately \$799
- One (1) \$1000 Nike Gift Card
- Two (2) \$1000 Gift Cards to spend on the FCA Collection at furniture.ca

One (1) \$1000 Gift card to Marble Slab Creamery  
 One (1) PS4 PRO & 2 games; prize value approximately \$550  
 One (1) \$1000 in gift certificates to The Pint  
 One (1) MAC BOOK Air Laptop; prize value approximately \$1199  
 One (1) Nespresso Lattissima Plus Machine & \$500 in Coffee; prize value approximately \$800  
 One (1) \$1000 MAC Cosmetic Gift Card  
 One (1) \$1000 Tantra Fitness Gift Card  
 One (1) \$1500 STOR-X Organizing Systems Gift Card  
 One (1) \$1000 LuLuLemon Gift Card  
 One (1) Sony Noise Cancel Headphones; prize value approximately \$500  
 Two (2) Movies for 2 for 1 for 2020 from Landmark Cinemas; prize value approximately \$1000  
 Three (3) \$1000 Cash Prizes  
One (1) Samsung Galaxy S9 Plus (\$1179) and 1 year Pepper Wireless service plan valued at \$817.60 including Enhanced Services: Enhanced Voicemail, 3-Way Calling (Conference Calling), Call Forwarding, Detailed Billing, Exact Pricing, Unlimited Network Calling Local, Call Display, Name Display, Who Called, Call Waiting. Evenings being at 18:00 daily until 8:00 AM the next morning. Weekends begin Friday evening at 18:00 until Monday morning at 8:00 AM; prize value approximately \$1996 \* note prizewinner is responsible for any overage charges  
One (1) iPhone XS (\$1519) and 1 year Pepper Wireless service plan valued at \$817.60 including Enhanced Services: Enhanced Voicemail, 3-Way Calling (Conference Calling), Call Forwarding, Detailed Billing, Exact Pricing, Unlimited Network Calling Local, Call Display, Name Display, Who Called, Call Waiting. Evenings being at 18:00 daily until 8:00 AM the next morning. Weekends begin Friday evening at 18:00 until Monday morning at 8:00 AM; total prize value approximately \$2336 \* note prizewinner is responsible for any overage charges  
One (1) \$1000 worth of minutes with EVO Car Share \* The winner will have to input their own credit card onto the account as part of regular signup requirements and would continue to be charged for any charges outside of the \$1000 worth of driving minutes. The member would be responsible for anything associated with their account as per the standard EVO member agreement for example, but not limited to: tickets / towing, fees, etc. In the event the Contest winner does not meet Prize Provider's eligibility requirements for an Evo membership, Rogers shall be solely responsible for finding an alternative eligible winner to whom Prize Provider shall distribute Prize.  
One (1) Luxury spa package sponsored by Travelzoo: includes a spa bundle at Spa by JW Vancouver and The Glamoury with a spa day access pass (\$110), a 50-minute Stress Relief Massage (\$192), 50-minute Brightening Facial (\$192) & \$100 in cheque form \* T&C: spa package is valid Monday through Friday through December 23<sup>rd</sup>, 2019  
One (1) Vancouver experience for two sponsored by Travelzoo: includes \$200 Gift Card towards a stay at EXchange Hotel, \$200 gift card to spend on any tour, bundle or attraction on <https://westcoastsightseeing.com/>, a \$200 Gift Card to CPrime Restaurant in downtown Vancouver & \$100 in cheque form. \* T&C: EXchange Hotel gift card is valid through December 31, 2019, towards Room Rate only. Cannot be redeemed as cash. CPrime Restaurant is redeemable through December 31, 2019. WESTCOAST Sightseeing is valid for any tour, bundle or attraction on <https://westcoastsightseeing.com/> Available for redemption until December 31, 2019. Anything over \$200, guests will pay the difference to WCS. Not redeemable for Cash.  
One (1) Vancouver see, eat and stay bundle, sponsored by Travelzoo: includes 1 overnight stay for two at The Westin Bayshore, Vancouver in a Harbourview Room, \$100 to H Tasting Lounge, \$200 gift card valid for any tour, bundle or attraction on [westcoastsightseeing.com/](https://westcoastsightseeing.com/) & \$100 in cheque form. \* T&C: The Westin Bayshore, Vancouver and H Tasting room prize is redeemable until March 2020. Based on availability for redemption. WESTCOAST Sightseeing is valid for any tour, bundle or attraction on <https://westcoastsightseeing.com/>. Available for redemption until December 31, 2019. Anything over \$200, guests will pay the difference to WCS. Not redeemable for Cash.

## B. GRAND PRIZE

There is one (1) Grand Prize available to be won in the Contest ("**Trip Prize**" or "**TRAVELZOO Vacations / INDUS prize**"), consisting of

- Roundtrip airfare based on economy class for the winner and one (1) guest (collectively, the “**Travellers**”) from the international airport within Canada closest to the winner’s residence (as determined by the Sponsors) to Thailand (the “**Destination**”) on travel dates to be determined by the Sponsors; departing September 23, 2019 from YVR
- 8 Night’s accommodation (based on double occupancy) \* 6 nights hotel & 2 nights on board
- Daily buffet breakfasts (6 days)
- Sightseeing & entrance fees (as per itinerary set out by Travelzoo)
- Transportation in an AC deluxe vehicle (as arranged by Travelzoo)
- Return ferry Phuket - Phi Phi – Krabi
- Arrival and departure transfers
- International return airfare from various gateways
- All taxes & fuel surcharges
- All locally applicable taxes

**Not included in your TRAVELZOO Vacations prize:**

- Ground transportation not specifically mentioned above (including transportation to and from you and your guest(s)’ homes)
- Airport improvement fees
- Insurance (including, but not limited to, travel insurance, medical insurance and trip cancelation insurance)
- Connecting flights (including to the departure gateway city)
- Sightseeing tours and other in-destination activities
- Travel related fees/surcharges
- Excess baggage fees
- Costs associated with obtaining travel documents (including, but not limited to passports and visas)
- Costs associated with obtaining necessary vaccinations or travel clinic
- Items of a personal nature, tips & gratuities
- International airfare for land only packages
- Arrival and departure transfers for land only passengers
- Entrance fee upon arrival at Tonsai Pier, Phi Phi (20 Baht payable locally upon arrival)
- Baggage fees may apply and vary by carrier
- Items not mentioned as being included

**Limitation and Rules & Regulations:**

- You accept the prize “as is” otherwise it will be forfeited
- Travel is valid on select departure dates until end of May 2020 (the “Travel Period”)
- Travel is subject to availability and must be requested a minimum of four (4) weeks prior to the requested departure date
- Blackout periods apply.
- If you are unable to travel during the Travel Period, you will be required to forfeit the prize and an alternate winner may be selected at TRAVELZOO sole discretion
- Once reservation is made, they cannot be changed
- All reservations are subject to the terms and conditions set out in TRAVELZOO brochure or located on TRAVELZOO website located at [www.TRAVELZOO.ca](http://www.TRAVELZOO.ca)
- You and your travel guest(s) must be in possession of a valid passport and other necessary travel documents upon selection, which documents must be valid prior to, and for the duration of the trip. Failure to obtain necessary travel documentation will result in forfeiture of the prize
- Any lost or stolen, travel vouchers or certificates will not be replaced
- All airline tickets are subject to flight variations, work stoppage, and schedule or route changes

- TRAVELZOO reserves the right to structure travel routes in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight except at the sole discretion of TRAVELZOO
- If the prize, or any portion thereof, is unused, it cannot be carried forward and will be forfeit
- Elements of the prize (including, without limitation, airfare and lodging) may not be used towards frequent flyer miles or other loyalty programs
- You and your guest must comply with all applicable laws, including but not limited to, all local laws while in destination
- The prize, and any portion thereof, is non-exchangeable, non-transferable, non-refundable, has no cash surrender value and must be accepted as awarded with no substitutions, except as may be decided by TRAVELZOO in its sole discretion
- TRAVELZOO reserves the right, in its sole discretion, to substitute and/or modify the prize or any portion thereof, with a prize of equal or greater value for any reason.

The approximate retail value of Grand Prize is \$2998 CDN (\$1499 per person). Actual value may vary based on prize particulars.

The following terms and conditions apply to any Trip Prize awarded in this Contest:

- (a) All prize particulars will be determined by the Sponsors.
- (b) The winner may be required to reserve the Trip Prize, or complete travel, by a particular date, as may be advised by the Sponsors.
- (c) Each Traveller must have reached the age of majority in his or her province or territory of residence, unless accompanied by a parent or legal guardian.
- (d) A prize supplier may require a valid major credit card to be presented by a Traveller for deposit or damage protection purposes.
- (e) If the winner elects to travel with a fewer number of guests than the number of guests provided in the prize description above, no additional compensation will be awarded under any circumstances.
- (f) Tickets are subject to certain terms and conditions as specified by issuers. Blackout dates may apply (as advised by the Sponsors). Documentation that is reasonably necessary for the Sponsors or prize suppliers to book the prize for the Travellers must be supplied upon request, failing which the prize may be deemed to be forfeited, as determined by the Sponsors.
- (g) The Travellers are responsible for: ensuring they have all necessary travel documents prior to travel; any and all applicable taxes; any additional expenses not included in the prize as described in these Official Rules. In particular, the Travellers may be required to pay non-refundable fees per person to cover airport taxes or surcharges, which fees must be paid by credit card prior to departure in accordance with instructions provided by the Sponsors or prize suppliers;
- (h) The Releasees are not responsible for: any cancellations, alterations, delays, diversions or other changes to the trip itinerary; any costs or expenses incurred as a result of any changes to the trip itinerary; or any damages, loss or liability in the event any Traveller is denied the ability to travel, whether due to airport restrictions or otherwise. The Sponsors are only responsible for the prize elements listed in these Official Rules, subject to the terms and conditions contained in these Official Rules.
- (i) All tickets issued in connection with the prize are not eligible for frequent flyer miles. Once reservations are made, they cannot be changed, save as otherwise determined by the Sponsors or prize suppliers.
- (j) The Sponsors and prize suppliers have the right to disqualify or remove any Traveller from any activity at any time if he or she is at any point uncooperative, disruptive, abusive, or unobservant of applicable rules, laws or regulations, or likely to cause or has caused damage to person, property, or the reputation of the Sponsors or prize suppliers.

## **6. ODDS OF WINNING.**

Odds of being a Qualifier depend on the number of Eligible Messages received following a cue to text, Odds of winning a prize are depend on the game play by Qualifier and on the number of eligible prizes available during a Game.

## **7. GRAND PRIZE DRAW**

On May 27, 2019 between approximately 6am – 9:59am in Vancouver, British Columbia, Rogers will conduct a random draw from among all eligible Grand Prize entries received. For each prize to be awarded pursuant to these Official Rules, one entrant will be randomly selected as a potential winner and notified using the information provided at the time of entry. In the event any potential winner does not respond to such notification within three (3) business days, declines a prize for any reason, or does not meet the requirements set forth in these Official Rules, as determined by the Sponsors, the potential winner will be disqualified and, time permitting, an alternate potential winner may be randomly selected from among remaining eligible entries, or the prize may be cancelled.

## **8. GENERAL PRIZE CONDITIONS.**

The terms and conditions contained in this Section apply to any and all Contest prize(s) awarded pursuant to these Official Rules:

- (a) No financial compensation will be made or required if actual prize value is lower than the total value quoted in these Official Rules.
- (b) Prizes must be accepted as awarded, without substitution, transfer, exchange or assignment, unless otherwise determined in the absolute discretion of the Contest Sponsors and/or prize supplier(s). Prizes may not be exactly as advertised. Except as expressly warranted herein, prize is provided “as is” without further warranty of any kind.
- (c) Any unused portion of the prize, once awarded, will be deemed forfeited by the applicable winner, and no financial compensation will be made or required in respect of such unused portion. Prize will not be replaced if lost, destroyed, mutilated or stolen.
- (d) The Contest Sponsors and/or the prize supplier(s) reserve the right, in their absolute discretion, to substitute a prize or a component of a prize with a prize or a component of a prize (as applicable) of equal or greater value, including, without limitation, a monetary award, if the prize or prize component cannot be awarded by the Contest Sponsors and/or the prize supplier(s) for any reason.
- (e) Once awarded, prize may not be resold or commercially traded in any manner, directly or indirectly, and Rogers reserves the right to ban or disqualify any entrant from any contest, including future contests, should it reasonably believe such entrant to have acted or attempted to act in contravention of the foregoing restriction.
- (f) In the event any potential winner does not respond to such notification within three (3) business days, declines a prize for any reason, and/or does not meet the requirements set forth in these Official Rules, as determined by the Contest Sponsors in their absolute discretion, he/she will be disqualified, the prize will be forfeited and, in the Contest Sponsors’ discretion and time permitting, an alternate potential winner may be randomly selected from among all remaining eligible Qualifiers established throughout the applicable qualification period, or the Contest prize may be cancelled.

- (g) To be declared a winner, a potential winner must: (i) correctly answer (as determined in the absolute discretion of the Contest Sponsors) without assistance of any kind, whether mechanical or otherwise, a time-limited, mathematical skill-testing question; (ii) be in full compliance with these Official Rules; and, (iii) in the discretion of the Contest Sponsors, sign and return a release of liability and consent to publicity form (the “**Release Form**”) within the time period specified in the Release Form, and any other documentation as may reasonably be required by the Contest Sponsors in their absolute discretion. Any guest of the winner will also be required to sign and return a Release Form within the time period specified in the Release Form, and any other documentation as may reasonably be required by the Contest Sponsors in their absolute discretion.
- (h) A potential winner may be required to provide proof of identification to the Contest Sponsors and/or prize supplier(s), as applicable, when claiming a prize or otherwise in connection with this Contest to facilitate the accurate identification of a Contest winner. Once confirmation of a Contest winner is complete in accordance with the terms of these Official Rules, the Contest Sponsors and/or any prize suppliers will promptly coordinate prize distribution. Except as otherwise determined in the absolute discretion of the Contest Sponsors and/or prize supplier(s), as applicable, upon notification, a winner must personally take delivery of his/her prize from the office or location of the Contest Sponsors and/or prize supplier(s) (as selected by the Contest Sponsors in their reasonable discretion) within thirty (30) days of being notified that such prize is available or within such other time period as may reasonably be advised by the Contest Sponsors. If a winner fails to comply with the requirements set forth in these Official Rules, he/she will be deemed to have forfeited his/her prize.

#### **9. RELEASE OF LIABILITY, INDEMNITY.**

By entering this Contest, you: (a) agree to remise, release and forever discharge the Contest Sponsors, their respective parent and affiliated companies, any and all other companies associated with the Contest (including prize suppliers and suppliers of materials or services related to the Contest), and all of their respective employees, directors, officers, shareholders, agents, representatives, successors and assigns (collectively, the “**Releasees**”) from any and all actions, causes of action, suits, debts, dues, accounts, claims, damages or liability for any loss, harm, damages, costs or expenses, including, without limitation, costs or losses related to personal injuries, death, damage to, loss or destruction of property, and rights of publicity, personality, privacy and/or intellectual property (each, a “**Claim**”) arising out of, or in any way related to, your participation in the Contest and/or the awarding, receipt, possession, use and/or misuse of any Contest prize (or any portion thereof), or any travel or activity that is related to the receipt or use of any Contest prize; and (b) agree to indemnify and hold harmless each of the Releasees from and against any and all Claims arising from (i) your breach of these Official Rules, including the breach of any representations or warranties contained herein, (ii) your participation in the Contest, (iii) your acceptance, possession, use and/or misuse of any Contest prize (or any portion thereof), if applicable, or (iv) the use of any Entry Material in accordance with the rights granted in these Official Rules.

#### **10. CONSENT TO PUBLICITY.**

By accepting a Contest prize, if applicable, you authorize the Contest Sponsors and each of their respective licensees, successors, assigns, agents, representatives and employees the right, license and permission to record, photograph and/or otherwise capture or document you and/or your likeness, including without limitation your voice and any statements you may make regarding the Contest prize, by any available means, and to use any such recordings, photographs or documents, as well as your image and/or likeness appearing therein, and your biographical information, including your name, city and province/territory of residence, throughout the world and in perpetuity, in all manner and media, whether now known or hereafter devised, for advertising or promotional purposes relating to the Contest (or any substantially similar contest),

without limitation and without compensation or additional consideration, notification, or permission of any kind, unless prohibited by law; and you waive any rights that you may have or that may otherwise exist in respect of any materials produced pursuant to the foregoing, including without limitation rights of inspection, approval, compensation, additional consideration or notification, and moral rights.

## **11. LIMITATION OF LIABILITY.**

The Releasees are not responsible for: (a) stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, postage-due or garbled entries, transmissions, email or mail; (b) lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider, website, or other connections, including those through and/or by any website; (c) jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (d) failures or malfunctions of phones, phone lines or telephone systems, any error, omission, interruption, defect or delay in transmission, processing, or communication; (e) non-delivered, misdirected, blocked, or delayed email notifications; (f) printing, typographical or other errors appearing within these Official Rules, in any Contest-related advertisements or other materials; or (g) any other errors, problems or difficulties of any kind, whether human, mechanical, electronic, network, computer, telephone, mail, typographical, printing or otherwise relating to or in connection with this Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the prize or in any Contest-related materials, or the cancellation or postponement of any event. The Releasees are also not responsible for any incorrect or inaccurate information, including without limitation where caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. The Releasees are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participation in this Contest or downloading materials from or use of any website.

## **12. PRIVACY.**

By entering this Contest, you consent to Rogers' collection and use of your personal information for purposes of administering this Contest in accordance with these Official Rules and selecting any Contest winner(s). All information collected by Rogers is subject to the Rogers Media Privacy Policy, available at <http://www.rogersmedia.com/privacy>.

If you are selected as a potential prize winner, you consent to Rogers' disclosure of your personal information to any Contest prize provider(s) for purposes of prize fulfillment. You understand and agree that, should your personal information be provided to any prize provider, your information will be subject to that prize provider's privacy policy and information handling standards and practices.

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 or communications, and consenting to receiving such emails or communications will not impact an entrant's chances of winning. Rogers will not send informational or marketing communications to entrants, unless entrants consent to receive such communications in accordance with applicable laws. Entrants may at any time opt out of receiving such materials by following the unsubscribe instructions provided in 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 consent to Rogers disclosing your personal information to such other party to this end, and you understand and agree that, once so

disclosed, your information will be subject to that other 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.

### **13. GENERAL.**

- (a) **LAWS AND RULES.** This Contest will be run in accordance with these Official Rules, which shall be subject to amendment by Rogers without notice or liability to you. You must comply with these Official Rules and will be deemed to have received and understood these Official Rules by participating or attempting to participate in this Contest. The terms of this Contest, as set out in these Official 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 Official Rules are governed exclusively by the laws of the province or territory in which you reside, and you submit to the exclusive jurisdiction of the courts of such province or territory. Rights and remedies may vary by province or territory.
- (b) **CANCEL AND AMEND.** Rogers reserves the right to cancel, modify, or suspend this Contest or to amend these Official 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, and/or ban from this Contest and any future contests, any entrant that they find to be: violating these Official 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.