

## HOLY GUACAMOLE CONTEST RULES

THE HOLY GUACAMOLE CONTEST (THE “**CONTEST**”) IS INTENDED TO BE CONDUCTED IN THE PROVINCES OF ALBERTA AND BRITISH COLUMBIA 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 PROVINCES OF ALBERTA AND BRITISH COLUMBIA 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 province of Alberta or British Columbia;
- (b) be of the age of majority or older at the time of entry; and
- (c) accept the Prize (defined below) as awarded.

Employees of Corus Radio Inc. operating CKNG-FM and CFMI-FM (the “**Stations**”) and its parents, affiliates, subsidiaries, related companies, successors and assigns (together with the Station, the “**Sponsors**”), Thompson Industries Inc., advertising and promotional agencies, any person who has been confirmed as a winner of any previous Station administered contests within thirty (30) days preceding the Contest start date indicated below, 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 8:00 a.m. Mountain Time (**MT**) or 7:00a.m. Pacific Time (“**PT**”) on April 24, 2023 and ends at 5:10 p.m. MT or 4:10p.m. PT on May 26, 2023 (the “**Contest Period**”) after which time the Contest will be closed and no other entries shall be accepted.

**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 Monday to Friday during the Contest Period (except statutory holidays):

(A) At approximately 8:00 a.m. MT listen to CKNG-FM or at 7:00 a.m., PT listen to CFMI-FM for the cue to text to be played (the “**Cue to Text**”). Upon hearing the Cue to Text, listeners of CKNG-FM are invited to text 780-451-8888 (the “**CKNG Contest Line**”) and listeners of CFMI-FM are invited to text 604-280-1011 (the “**CFMI Contest Lines**”; together with the CKNG Contest Line, the “**Contest Line**”). Two (2) eligible entrants will be randomly selected from the pool of text-line entries received during each Cue to Text and will qualify to play

a best-of-three game for a chance to enter the prize draw. The selected texters will be called back and given a trivia subject. The selected texter with the correct answer will win the round. The winner of the best of three rounds will qualify to enter the prize draw (each a “**Morning Qualifier**”). For clarification, the Morning Qualifier may be a CKNG or CFMI texter;

- (B) At approximately 2:00 p.m. and 5:00 p.m. MT listen to CKNG-FM for the Cue To Text to be played. Upon hearing the Cue to Text, listeners of CKNG-FM are invited to text the CKNG Contest Line. Two (2) eligible entrants will be randomly selected from the pool of text-line entries received during each Cue to Text and will qualify to play a best-of-three game for a chance to enter the prize draw. The selected texters will be called back and given a trivia subject. The selected texter with the correct answer will win the round. The winner of the best of three rounds will qualify to enter the prize draw (each a “**CKNG Afternoon Qualifier**”);
  - (C) At approximately 1:00 p.m. or 4:00 p.m. PT listen to CFMI-FM for the Cue To Text to be played. Upon hearing the Cue to Text, listeners of CFMI-FM are invited to text the CFMI Contest Line. Two (2) eligible entrants will be randomly selected from the pool of text-line entries received during each Cue to Text and will qualify to play a best-of-three game for a chance to enter the prize draw. The selected texters will be called back and given a trivia subject. The selected texter with the correct answer will win the round. The winner of the best of three rounds will qualify to enter the prize draw (each a “**CFMI Afternoon Qualifier**”; collectively with the Morning Qualifiers and the CKNG Afternoon Qualifiers, the “**Qualifiers**”);
  - (D) A total of ten (10) texters will be randomly selected daily to play the game for a chance to enter the prize draw. With five (5) Qualifiers, qualifying for the grand prize draw.
- (b) During the Contest Period, listeners may try to text in as many times as they like each time a Cue To Text is broadcast, but any contestant who is deemed a Qualifier may not participate in any further Cue To Text 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 Stations for the Cue to Text. Sponsors assume no liability for entrants not making timely text to the Stations due to delays in the streamed signal.
  - (e) If the telephone connection between the Station announcers 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. PRIZE.**

- (a) There is one (1) prize (the “**Prize**”) available to be won by the Prize winner (the “**Winner**”) consisting of Five Thousand Canadian dollars (CDN\$5,000.00).
- (b) Winner is not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.
- (c) Prize will be distributed within seven (7) days after Winner has been successfully contacted and notified of his/her Prize and fulfilled the requirements set out herein.

**5. PRIZE CONDITIONS.**

- (a) Winner will be responsible for all incidental costs and expenses not explicitly included in the Prize. The Prize must be redeemed within one (1) year of being awarded.
- (b) The terms by which the travel voucher may be redeemed are governed by the applicable retailer or service provider. The Station is not responsible for administering or ensuring compliance with the terms and conditions of the travel voucher.
- (c) Prize 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 the Prize (or any portion thereof) cannot be awarded for any reason.
- (d) Shipped Prizes shall not be insured and the Sponsors shall not assume any liability for lost, damaged or misdirected Prizes.

**6. WINNER SELECTION.**

One (1) Winner shall be selected as follows:

- (a) On or about May 29, 2023 in Edmonton, Alberta, one (1) Qualifier 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 total number of people who text the Contest Line during a Cue to Text and the ability of the selected texter to answer correctly. Once a Qualifier, the odds of being selected as a potential winner are one (1) in one hundred and twenty (120).
- (c) THE SELECTED ENTRANT WILL BE NOTIFIED BY TELEPHONE NO LATER

THAN MAY 29, 2023 AT 8:00 A.M. MT OR 7:00 A.M. PT 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.** Winner will be required to execute a legal agreement and release (“**Release**”) that confirms Winner's: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of each of the Sponsors and 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 Winner's 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, exposure to the COVID-19 virus, death, or property damage, resulting in whole or in part, directly or indirectly, from: (a) their participation in the Contest or any Contest-related activity; (b) the acceptance, use, or misuse of any Prize; or (c) any breach of the Contest Rules. Each entrant 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 5204 84 Street, Edmonton, AB, Canada T6E 5N8 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 Sponsors 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, age range, telephone number and e-mail address (collectively the "**Personal Information**") for the purpose of administering the Contest, including but not limited to contacting and announcing the Winner and coordinating the provision of the Prize; (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) Sponsors 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 Sponsors' 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.** The Sponsor 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 the Sponsors and any questions, comments or complaints regarding the Contest must be directed to the Sponsors.