

10K Payday
Official Contest Rules & Regulations (the “Rules”)

1. The 10K Payday contest (the “**Contest**”) is brought to you by CHWE-FM ENERGY 106 (the “**Station**”), of Dufferin Communications Inc. (the “**Contest Organizer**”). The Contest starts on March 25, 2024, at approximately 8:00 a.m. CDT and closes on April 19th, 2024, between approximately 4:00 p.m. – 4:59 p.m. CDT (the “**Contest Period**”). No purchase necessary. Void where prohibited.
2. **ELIGIBILITY.** This Contest is open to individuals who are a legal resident of Manitoba, Canada and are eighteen (18) years of age or older at the start of the Contest Period. Employees and their parents, siblings and children, and individuals domiciled with an employee of the Contest Organizer, its agents, parent, affiliated or related companies, subsidiaries, divisions, prize sponsors, and promotional and advertising agencies and administrators, are ineligible to enter. A winner of a Station contest within the sixty (60) days preceding the start of the Contest Period (including any individuals designated by such winners to take ownership of prizes) and individuals domiciled with such a winner are ineligible to enter and may be disqualified.
3. **TO ENTER.** During the Contest Period (excluding March 29, 2024) an on-air cue-to-text announcement will be aired on the Station three (3) times per weekday (Monday – Friday), once each between the hours of 8:00 a.m. – 8:59 a.m., 11:00 a.m. – 11:59 a.m., and 4:00 p.m. – 4:59 p.m., CDT (each, an “**Announcement**”). Once the Announcement is aired, the Station will broadcast a song (each, a “**Song**”). Individuals will have at least ninety (90) seconds following the start of the Song (each, an “**Entry Period**”) to text the Station’s contest line at 204-452-1061 in order to be entered into the Qualifying Prize Draw (defined below).
4. Those listening via the on-demand player online or via a mobile app may experience a delay of five (5) minutes or more than that of the terrestrial radio feed.
5. **QUALIFYING PRIZE DRAWS.** After each Entry Period, a potential qualifier (each, a “**Potential Qualifier**”) for entry into the Grand Prize Draw (defined below) and to win a Daily Prize (defined below) will be randomly drawn from the eligible entries received for that Announcement (each, a “**Qualifying Prize Draw**”). The Contest Organizer, acting reasonably, will attempt to contact the Potential Qualifier by telephone immediately after the applicable Qualifying Prize Draw. In the event that the Potential Qualifier cannot be contacted immediately after the Qualifying Prize Draw, that Potential Qualifier will be disqualified and an alternate Potential Qualifier will be randomly drawn from the remaining entrants for that Entry Period. The provisions and procedures referred to above shall be applied, with the necessary amendments, until a qualifier has been selected for the Announcement (each, a “**Qualifier**”).
6. The Potential Qualifier may be announced on-air and may be required to chat on-air. The Potential Qualifier will then be required to provide a representative of the Contest Organizer with their name, birthdate, address, telephone number, and such other information as may be required to administer the Contest.
7. If there is not a clear telephone connection between the Station’s on-air announcer and a Potential Qualifier, such that one or each other cannot hear the other, such Potential Qualifier will be disqualified, and the Contest Organizer will not be liable in any way for such failed connection. In conducting the Contest, the Contest Organizer and its representatives have the full and absolute discretion to disqualify any Potential Qualifier whose response cannot be heard by the Contest Organizer’s representative, and the Contest Organizer shall have no liability or responsibility to any caller so disqualified.

8. Contest entrants shall be responsible for any long-distance charges, text message fees, or other fees charged by their service provider in connection with entering the Contest.
9. Limit one (1) entry per individual per Announcement. An individual is eligible to qualify for entry into the Grand Prize Draw and win a Daily Prize only one (1) time. If it is discovered that an individual has attempted to enter more than once per Announcement or enter the Contest subsequent to being selected as a Qualifier, whether using falsified information, fraudulent conduct, or other means, all of the individual's entries will be void and a police report will be filed documenting the conduct.
10. **GRAND PRIZE DRAW.** On April 19, 2024, after 4:00 p.m. CDT and the final Qualifier is confirmed, a potential grand prize winner (the "**Potential Grand Prize Winner**") will be randomly drawn from the eligible Qualifiers at 202-1440 Jack Blick Avenue, Winnipeg, Manitoba (the "**Grand Prize Draw**").
11. **POTENTIAL GRAND PRIZE WINNER CONTACT.** On April 22, 2024 between 8:00 a.m. – 8:59 a.m. CDT, the Contest Organizer, acting reasonably, will attempt to contact the Potential Grand Prize Winner to notify them that they may have won the Grand Prize (defined below) by telephone. If the Potential Grand Prize Winner cannot be contacted immediately, they will be disqualified, and an alternate Potential Grand Prize Winner will be randomly drawn from the remaining eligible Qualifiers. The Potential Grand Prize Winner may be announced on-air and may be required to chat on-air. The Potential Grand Prize Winner will then be required to provide a representative of the Contest Organizer with their name, address, telephone number, birthdate, and such other information as may be required to administer the Contest.
12. If there is not a clear telephone connection between the Station's on-air announcer and the Potential Grand Prize Winner, such that one or each other cannot hear the other, such Potential Grand Prize Winner will be disqualified, and the Contest Organizer will not be liable in any way for such failed connection. In conducting the Contest, the Contest Organizer and its representatives have the full and absolute discretion to disqualify any Potential Grand Prize Winner whose response cannot be heard by the Contest Organizer's representative, and the Contest Organizer shall have no liability or responsibility to any individual so disqualified.
13. The provisions and procedures referred to above relating to the selection and notification of a potential grand prize winner shall be applied, with the necessary amendments, until a Grand Prize winner has been duly selected, but in any event, by no later than June 14th, 2024.
14. **PRIZE.**
 - a) There are fifty-seven (57) daily prizes available to be won, each consisting of a cash prize of one hundred dollars (\$100.00) (each, a "**Daily Prize**") awarded by cheque in the name of the Daily Prize winner.
 - b) There is one (1) grand prize available to be won, consisting of a cash prize of five thousand dollars (\$5,000.00) (the "**Grand Prize**") awarded by cheque in the name of the Grand Prize winner.
15. The Daily Prize or the Grand Prize as applicable (the "**Prize**") must be accepted as awarded. The Prize may not be sold or transferred and is not substitutable by the Prize winner or convertible to cash. The Prize will not be replaced if lost or stolen.
16. The Prize winner is solely responsible for any and all costs not expressly described herein, including, but not limited to, items of a personal nature, souvenirs, taxes, insurance, gratuities, and all personal expenses of any kind or nature.

The Contest Organizer is not responsible for any delay, postponement, suspension, rescheduling or cancellation, for any reason, of the Prize, and the Prize winner will not be compensated in the event of such delay, cancellation, or other event described herein.

17. **PRIZE SUPPLIER.** The prize supplier is Dufferin Communications Inc. (the “**Prize Supplier**”).
18. **ODDS OF WINNING.** The odds of winning a Daily Prize and qualifying for the Grand Prize Draw will depend on the number of eligible entries received for the applicable Announcement. The odds of winning the Grand Prize from among the applicable Qualifiers shall be 1 in 57.
19. **AWARDING OF PRIZES.** Proof of identification must be provided upon request. In order to be declared a winner, each Potential Qualifier, or the Potential Grand Prize Winner (hereafter, a “**Potential Winner**”), must first correctly answer, unaided, a time-limited mathematical skill-testing question administered by the Contest Organizer. Before being awarded the Prize, each Potential Winner will be required to sign and return within the time stipulated by the Contest Organizer a full release and indemnity form stating, among other things, that: they have read, understood and complied with the Rules; they accept the Prize as awarded; they are responsible for any additional fees or charges associated with the Prize; they grant permission for the Contest Organizer to use any or all of their name, photograph, and likeness for publicity purposes; and they release the Contest Organizer from any and all liability of any kind arising out of the Potential Winner’s participation in this Contest and receipt and use of the Prize. In the event a Potential Winner does not comply with all the provisions as contemplated in these Rules, the Contest Organizer shall have the right to disqualify the Potential Winner, and the Contest Organizer shall be fully and completely released and discharged from any liability or responsibility in this regard.
20. Each Potential Winner must claim their Prize within ninety (90) days of receiving notification from the Contest Organizer that their Prize is ready for pick-up at the Station. Each Potential Winner is responsible for claiming their Prize from the Station, and is solely responsible for their transportation to and from the Prize pickup location. If a Potential Winner does not claim their Prize within this time period, their Prize will be considered forfeit and the Contest Organizer may, at its sole discretion, select an alternate potential winner for that Prize. No credit or reimbursement will be provided if the Prize is not claimed.
21. **PHOTO, VIDEO OR WRITTEN SUBMISSIONS.** From time to time, a Contest entry mechanism may require entrants to submit an original submission, such as an original photograph, video, or written composition, (each, a “**Submission**”) to the Contest Organizer, subject to instructions provided by the Contest Organizer or its representatives. Submissions must be original and must not include any third party’s proprietary content. The Contest Organizer may, in its sole and absolute discretion: (i) disqualify any entrant who uses third party proprietary content, at any time; (ii) edit any Submission to blur out any trade-marks or to remove any copyrighted content; or (iii) disqualify any Submission that involves anything illegal, potentially or actually dangerous or harmful or containing any element of physical risk. Submissions must not contain any reference to, or likeness of, any identifiable third parties, unless consent has been obtained from all such individuals and their parent or legal guardian if they are under the age of majority in their jurisdiction of residence. Submissions must not include any illegal, defamatory or in any way obscene content. Submissions cannot be a parody or derogatory. Submissions remain the property of the entrant; however, by entering a Contest, each entrant: (i) represents and warrants that their Submission is their original work and does not infringe on any third party rights, including, without limitation, copyright, trade-mark or any other intellectual property rights; (ii) represents and warrants that they have all necessary rights from any third party that appears, or is mentioned, in the Submission, including those from the parent or legal guardian if third party is under the age of majority; (iii) grants the Contest Organizer an unlimited, royalty free, irrevocable, right and license to reproduce, post and broadcast the Submission in any form of media now known or hereinafter developed; (iv) waives all moral rights in the Submission in favour of the Contest Organizer; (v) agrees to release, indemnify, discharge and hold harmless the Contest Organizer

from any claim or liability arising from or related to the Submission; and (vi) consents to the publication or use, in any medium of the Submission for the purpose of administering the applicable Contest and publicity purposes carried out by the Contest Organizer without payment or compensation of any kind. Submissions may be showcased by the Contest Organizer at its sole and absolute discretion on a public viewing gallery. The Contest Organizer assumes no responsibility for any claims against infringement of the right of privacy with respect to any Submission.

22. **RELEASE AND LIMITATION OF LIABILITY.** BY PARTICIPATING IN THE CONTEST, PARTICIPANTS WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT. The entrants and participants of the Contest, including without limitation a Prize winner, acknowledge that participation in this Contest and the collection or use of the Prize may be inherently dangerous and agree to release, indemnify and hold harmless the Contest Organizer and its parent, affiliated or related companies, and subsidiaries, and their respective officers, directors, employees, representatives, agents, and advertising and promotional agencies, from any and all claims, damages, injuries or losses of any kind resulting in whole or in part, directly or indirectly, from participation in the Contest or any Contest-related activity, or the acceptance, possession, use or misuse of the Prize.
23. By entering this Contest, the entrants and participants automatically agree to accept and abide by these Rules. All decisions of the Contest Organizer with respect to any aspect of this Contest, including, without limitation, the eligibility of entries, are final and binding on all entrants in all matters as they relate to this Contest.
24. All entries become property of Contest Organizer. The Contest Organizer assumes no responsibility for garbled, lost, late, delayed, destroyed or misdirected entries, mail, voice messages, e-mail or any computer errors or malfunctions. No correspondence will be entered into except with entrants requesting a copy of these Rules by mail, for which a self-addressed, postage paid envelope must be included. The Contest Organizer does not assume any responsibility for incorrect or inaccurate capture of entry information, technical malfunctions, human or technical error, seeding or printing errors, lost, delayed or garbled data or transmissions, omission, interruption, deletion, defect or failures of any telephone or computer line or network, computer equipment, software or any combination thereof. Entry materials or data that have been tampered with or altered are void.
25. The Contest Organizer reserves the right to withdraw, cancel, terminate, modify, amend, extend or suspend this Contest at any time without prior notice. Without limiting the generality of the foregoing, if, in the opinion of the Contest Organizer, in its sole discretion, the Contest is not capable of running as originally planned for any reason, or if the administration, security, fairness, integrity or the proper conduct of the Contest is corrupted or adversely affected, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond its control, the Contest Organizer reserves the right to withdraw, cancel, terminate, modify, amend, extend or suspend the Contest without prior notice, including by selecting a Potential Winner from previously received eligible entries. The Contest Organizer reserves the right to modify the Rules without materially affecting the terms and conditions hereof.
26. The Contest Organizer reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Rules or otherwise in a disruptive manner, including any automated, macro, script, robotic or other system(s) or program(s) to enter. Any attempts to deliberately damage the Contest website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and, should such an attempt be made, the Contest Organizer reserves the right to seek remedies and damages to the fullest extent of the law. The Contest Organizer shall not be held responsible for any errors or negligence that may arise or occur in connection with the Contest, including any damage to an entrant's computer equipment, system, software or any combination thereof, as a result of their participation in this Contest or from downloading any material from the Contest website.

27. The Contest Organizer is not responsible for any typographical or other error in the printing of the offer, the administration of the Contest, or any announcements related to the Contest or the Prize.
28. In no event shall the Contest Organizer be obligated to award more prizes than is set out in these Rules or to award prizes otherwise than in compliance with these Rules.
29. The Contest is subject to all applicable federal, provincial and municipal laws and regulations. These Rules will be interpreted according to the laws of Manitoba, Canada.
30. By entering this Contest, each entrant consents to the collection, use and distribution of their personal information (information that identifies an entrant as an individual, such as their name, telephone number, age, address and e-mail address) by the Contest Organizer for the purposes of implementing, administering and fulfilling this Contest. The Contest Organizer will not sell or transmit this information to third parties except for the purposes of administering this Contest. Any inquiry concerning the personal information held by the Contest Organizer should be addressed to the Contest Organizer's General Counsel at 5312 Dundas Street West, Toronto, ON, M9B 1B3 or via e-mail at privacy@evanov.ca.
31. In the event of any discrepancy or inconsistency between the terms and conditions of these 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, radio, television, print or online advertising, the terms and conditions of the Rules shall prevail, govern and control.
32. All intellectual property, including but not limited to trade-marks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned by the Contest Organizer, the Prize Supplier(s), 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.