

HOT 100.5 BACKYARD BOOST
Official Contest Rules & Regulations (the “Rules”)

1. The HOT 100.5 Backyard Boost contest (the “**Contest**”) is brought to you by CFJL-FM HOT 100.5 (the “**Station**”), of Dufferin Communications Inc. (the “**Contest Organizer**”). The Contest starts on Wednesday, April 23, 2025, at approximately 6:00 a.m. CDT and closes on Thursday, May 15, 2025, at 11:59 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; are eighteen (18) years of age or older at the start of the Contest Period; and reside in the City of Winnipeg. 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, complete and submit an online ballot for the Contest at the Station’s website (<https://hot1005fm.com/>). In order to qualify for the Prize Draw (defined below), the entrant’s place of residence must be located in the City of Winnipeg, and the entrant must include with the online ballot a photo of the backyard at the entrant’s place of residence.
4. Unless otherwise specified, entrants must have a valid e-mail address in order to participate in the Contest. Entrants must provide an entry that fulfills the Contest requirement, as specified on the Station website, to be eligible to win. Entries that do not include all of the required information and adhere to the Contest rules will be considered void. The Contest Organizer has sole discretion to determine if an entry meets the Contest requirements and otherwise complies with the Contest rules.
5. Limit one (1) entry per household. If it is discovered that an individual has attempted to enter more than once, 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.
6. **PRIZE DRAW.** On May 16, 2025, at approximately 7:00 a.m. CDT, a potential prize winner (the “**Potential Winner**”) will be randomly drawn from the eligible entries at 202-1440 Jack Blick Avenue, Winnipeg, Manitoba (the “**Prize Draw**”).
7. **POTENTIAL WINNER CONTACT.** On May 16, 2025, between approximately 8:00 a.m. and 9:00 a.m. CDT, the Contest Organizer, acting reasonably, will attempt to contact the Potential Winner to notify them that they may have won the Prize by telephone. If the Potential Winner cannot be contacted immediately, they will be disqualified and an alternate potential winner, randomly drawn from the remaining eligible entries, will be contacted, with the provisions and procedures referred to above applied, with the necessary amendments, until a potential winner is reached by telephone and confirmed as the Potential Winner. The Potential Winner may be announced on-air and may be required to chat on-air. The Potential Winner will then be required to provide a representative of the Contest Organizer with their name, address, telephone number, and such other information as may be required to administer the Contest.
8. If there is not a clear telephone connection between the Station’s on-air announcer and the Potential Winner, such that one or each other cannot hear the other, such Potential 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 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.

9. The provisions and procedures referred to above relating to the selection and notification of a potential winner shall be applied, with the necessary amendments, until a qualified prize winner has been duly selected, but in any event, by no later than June 16, 2025.

10. **PRIZE.** There is one (1) prize available to be won, consisting of the following:

- a) One (1) \$500.00 gift certificate to Tenderloin Meats & Sausages;
- b) One (1) "Lush Lawn Care" package from Nutri-Lawn, which includes two (2) weed control applications, two (2) fertilizer applications, and one (1) liquid aeration, for the Prize winner's place of residence, valued at approximately \$500.00;
- c) One (1) Toro Lawn Mower from Accurate Lawn and Garden, valued at approximately \$500.00;
- d) One (1) four-piece patio furniture set from Crown Spas & Pools, which includes a loveseat, two wicker chairs and one coffee table, valued at approximately \$1,200.00;
- e) One (1) firepit valued at approximately \$500.00, to be delivered to the Prize winner's place of residence; and
- f) One (1) barbeque valued at approximately \$250.00;

(collectively, the "**Prize**"). The approximate retail value of the Prize is \$3,450.00.

11. The Prize must be accepted as awarded. Additional terms and conditions may be imposed by the Prize Supplier, including in relation to the use of the Prize or any component thereof. The Prize may not be sold or transferred and is not substitutable by the Prize winner or convertible to cash. The Contest Organizer reserves the right to substitute a Prize in whole or in part in the event that all or any component of the Prize is unavailable. The Prize, or any portion thereof, will not be replaced if lost or stolen.

12. 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.

13. **PRIZE SUPPLIER.** The prize suppliers are Tenderloin Meat & Sausage, Nutri-Lawn, Accurate Lawn & Garden, Crown Spas & Pools, and Keystone Products (each, a "**Prize Supplier**").

14. **ODDS OF WINNING.** The odds of winning will depend on the number of eligible entries received during the Contest Period.

15. **AWARDING OF PRIZES.** Proof of identification must be provided upon request. In order to be declared a winner, the Potential Winner must first correctly answer, unaided, a time-limited mathematical skill-testing question administered by the Contest Organizer. Before being awarded the Prize, the 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 that 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.

16. The Potential Winner must claim the Prize within ninety (90) days of being selected as a Potential Winner. The Potential Winner is responsible for claiming the Prize from the Station and is solely responsible for their transportation to and from the Prize pickup location, if required by the Contest Organizer at its sole discretion. If a Potential Winner does not claim the Prize within this time period, the Prize will be considered forfeit and the Contest Organizer may, at its sole discretion, select an alternate winner. No credit or reimbursement will be provided if the Prize is not claimed.
17. **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.
18. **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 the 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.

19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.

27. 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.
28. 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.