



## **Contest Rules for On-Air Contests or Online Contests of Pattison Media Ltd.**

(updated January 2024)

### **A DIVISION OF PATTISON MEDIA LTD. ("PATTISON")**

#### **GENERAL RULES AND REGULATIONS FOR ON-AIR CONTESTS**

##### **Application**

These rules and regulations (the **"Rules"**) shall apply to all on-air contests (the **"Contest"**) unless stipulated otherwise, and where alternate rules and regulations are made available to the public. If there are any discrepancies between these Rules and regulations and any other rules and regulations posted for any particular Contest (the **"Alternate Rules"**), such discrepancy shall be resolved in favour of the Alternate Rules.

##### **Eligibility**

The Contest is open to legal residents of Canada (excluding residents of Quebec) who have reached the age of majority in the province in which they reside. No person who is employed by Pattison or its affiliate companies, and no family member of such employee, shall be entitled to enter the Contest.

In certain cases, minors under the age of majority will be permitted to enter the Contest and be eligible to win the prize(s). In no case, however, will a minor be declared a winner without the prior written consent and release of liability of the minor's parent or legal guardian.

##### **How to Enter**

There is no purchase necessary to enter the Contest.

Upon hearing the cue-to-call, callers being the correct caller through (i.e. the 13th caller) will be asked to answer a trivia question or perform another task as described by the on-air host.

If the caller correctly answers the question or performs the task, they will be declared a potential winner.



If the caller fails to answer the question correctly or to perform the task, the next caller will be given the opportunity to answer or to compete the task. If no caller has correctly answered the question or completed the task, Pattison reserves the right to modify the Contest to enable a potential winner to be determined, or to carry the prize over to a subsequent time or contest.

Upon being declared a potential winner, the caller will be required to answer, unaided, a time-limited mathematical skill-testing question. Upon correctly answering that question, the potential winner will be declared the winner.

Callers shall be responsible for all long-distance charges or any other fees associated with entering the Contest.

### **Value**

No Prize may be exchanged for cash, sold, or transferred to any third party.

### **Odds of Winning**

The odds of winning the Contest are dependent on the number of callers attempting to enter the Contest at any given time.

### **Liability**

The winner acknowledges that the collection or use of any prize may be inherently dangerous and agrees to release and hold harmless Pattison for any and all damages they may incur through entering the Contest or through the collection or use of the prize. The winner also agrees to sign a standard release and waiver of liability prior to claiming the prize which will generally be provided.

Notwithstanding the execution or provision of the aforementioned standard release and waiver, each entrant and any potential or declared winner, by participating in and entering the Contest, releases Pattison, their subsidiaries, respective divisions, their parent corporations, their advertising and promotional agencies, their shareholders, officers, directors, employees, agents and representatives (hereinafter the **"Beneficiaries"**) from any and all liability for any and all damage, loss or liability suffered as a result of or arising from the entrant's participation in the Contest or the acceptance or use of any Contest prize. In order to be declared a winner, and prior to obtaining the prize, any potential or declared winner agrees to sign a declaration to such effect in the release form. The guest(s) of a winner (or a parent or legal guardian in the case of a minor) will also have to sign such a declaration to that effect in the release form, failing which they will not be able to take part in the prize.



## **BC Lottery Corporation (BCLC) or Western Canada Lottery Corporation (WCLC) Contests and Prizing**

Individuals under the age of 19 years are prohibited from participating in contests that are sponsored by BCLC/WCLC or any contests where BCLC/WCLC provides a prize.

## **Release of Privacy Rights**

By entering the Contest, each declared winner consents to the contest organizers and their representatives using, at their sole discretion and if required, their name, photograph, likeness, testimonial related to the prize, place of residence and/or voice without compensation whatsoever and that, without limit as for the period of use, in any media and on a worldwide scale, for publicity purposes or for any purpose that may be considered relevant. By entering the Contest, participants also agree to be bound by Pattison's Privacy Policy which can be found on our website here.

<https://www.up993.com/privacy/>

## **General**

Prize winners shall be responsible for all costs and expenses not explicitly stated to form part of the prize, including but not limited to taxes, fees, gratuities, insurance, or travel to and from the airport where a prize includes travel unless anything contrary is expressly provided for in the description of any such prize.

Where the prize includes travel, the prize winner must ensure that the winner and their chosen companion(s), if any, have all the necessary travel documents required to travel to the destination on the dates specified in the prize description. The costs of any such required documents are not included in the applicable prize unless expressly provided for in the description of any such prize. The winner and their chosen companion(s) shall be solely responsible for the cost of such documents.

Pattison may at its sole discretion substitute a prize or a portion thereof with an alternate prize of similar nature of equal or greater value. Notwithstanding the foregoing, Pattison shall not be responsible to substitute a prize or portion thereof where such prize cannot be redeemed due to factors beyond its reasonable control.

Pattison reserve the right, at their sole discretion, to cancel, terminate, modify or suspend this Contest, in whole or in part, in the case of the occurrence of an event, an error or any human intervention that could corrupt or affect the administration, safety, impartiality or the running of the Contest as provided in these Rules.

All decisions of Pattison or those of their representatives regarding this Contest are final and binding.



The winner also agrees to abide by any rules and regulations for pick up or delivery of any prize won, any such rules to be provided by Pattison for a particular Contest prize.

By entering the Contest, all persons are deemed to have read and to have accepted these Rules.

## **GENERAL RULES AND REGULATIONS FOR ONLINE AND OTHER PROMOTIONS**

### **Application**

These rules and regulations (the **"Rules"**) shall apply to all online contests and contests entered via text message (the **"Contest"**) unless stipulated otherwise, and where alternate rules and regulations are made available to the public. If there are any discrepancies between these Rules and any other rules and regulations posted for any particular Contest (the **"Alternate Rules"**), such discrepancy shall be resolved in favour of the Alternate Rules.

### **Eligibility**

The Contest is open to legal residents of Canada (excluding residents of Quebec) who have reached the age of majority in the province in which they reside. No person who is employed by Pattison or its affiliate companies and no family member of such employee shall be entitled to enter the Contest.

In certain cases, minors under the age of majority will be permitted to enter the Contest and be eligible to win the prize(s). In no case, however will a minor be declared a winner without the prior written consent and release of liability of the minor's parent or legal guardian.

### **How to Enter**

There is no purchase necessary to enter the Contest.

Enter the contest by clicking on the "Enter Contest Here" or comparable button on the website, or by sending a text message to the designated number. Standard messaging rates may apply.

### **Winners will be chosen by random draw, unless specified otherwise.**

Upon being declared a potential winner, the entrant will be required to answer, unaided, a time-limited mathematical skill-testing question. Upon correctly answering that question, the potential winner will be declared the winner.

**Value**

No Prize may be exchanged for cash, sold or transferred to any third party.

**Odds of Winning**

The odds of winning the Contest are dependent on the number of entrants attempting to enter the Contest at any given time. If applicable, the Contest may permit entrants to submit multiple ballots or entries and which may increase the entrants' odds of winning.

**Liability**

The winner acknowledges that the collection or use of any prize may be inherently dangerous and agrees to release and hold harmless Pattison for any and all damages they may incur through entering the Contest or through the collection or use of the prize. The winner also agrees to sign a standard release and waiver of liability prior to claiming the prize which will generally be provided.

Notwithstanding the execution or provision of the aforementioned standard release and waiver, each entrant and any potential or declared winner, by participating in any entering the Contest, releases Pattison, their subsidiaries, respective divisions, their parent corporations, their advertising and promotional agencies, their shareholders, officers, directors, employees, agents and representatives (hereinafter the "Beneficiaries") from any and all liability for any and all damage, loss or liability suffered as a result of or arising from the entrant's participation in the Contest or the acceptance or use of any Contest prize. In order to be declared a winner and prior to obtaining the prize, any potential or declared winner agrees to sign a declaration to such effect in the release form. The guest(s) of a winner (or a parent or legal guardian in the case of a minor) will also have to sign such a declaration to that effect in the release form, failing which they will not be able to take part in the prize.

**Facebook Contests:**

All Facebook contests held by any Pattison Media News Portal, Radio or Television Station are in no way sponsored, endorsed or administered by, or associated with, Facebook. By entering the contest, you are acknowledging this rule and completely releasing Facebook for any and all damages you may incur through entering the Contest or through the collection or use of the prize.

**BC Lottery Corporation (BCLC) or Western Canada Lottery Corporation (WCLC) Contests and Prizing**

Individuals under the age of 19 years are prohibited from participating in contests that are sponsored by BCLC/WCLC or any contests where BCLC/WCLC provides a prize.

**Release of Privacy Rights**

By entering the Contest, each declared winner consents to the contest organizers and their representatives using, at their sole discretion and if required, their name, photograph, likeness, testimonial related to the prize, place of residence and/or voice without compensation whatsoever and that, without limit as for the period of use, in any media and on a worldwide scale, for publicity purposes or for any purpose that may be considered relevant. By entering the Contest, participants also agree to be bound by Pattison's Privacy Policy which can be found on our website here.

<https://www.up993.com/privacy/>

**General**

Prize winners shall be responsible for all costs and expenses not explicitly stated to form part of the prize, including but not limited to taxes, fees, gratuities, insurance, or travel to and from the airport where a prize includes travel unless anything to the contrary is expressly provided for in the description of any such prize.

Where the prize includes travel, the prize winner must ensure that the winner and their chosen companion(s) have all the necessary travel documents required to travel to the destination on the dates specified in the prize description. The costs of any such required documents are not included in the applicable prize unless expressly provided for in the description of any such prize. The winner and their chosen companion(s) shall be solely responsible for the cost of such documents.

Pattison may at its sole discretion substitute a prize or a portion thereof with an alternate prize of equal or greater value. Notwithstanding the foregoing, Pattison shall not be responsible to substitute a prize or portion thereof where such prize cannot be redeemed due to factors beyond its reasonable control.

In the event it is impossible, difficult and/or more costly for Pattison to award a prize (or part of a prize) as described in these Rules, the Contest organizers reserve the right to award a prize (or part of a prize) of similar nature and equivalent value or, at their sole discretion, the value of the prize (or of the part of the prize) in cash.

Pattison reserve the right, at their sole discretion, to cancel, terminate, modify or suspend the Contest, in whole or in part, in the case of the occurrence of an event, an error or any human intervention that could corrupt or affect the administration, safety, impartiality or the running of the contest as provided in these Rules.



All decisions of Pattison or those of their representatives regarding this contest are final and binding.

The winner also agrees to abide by the rules and regulations for pick up or delivery of any prize won, any such rules to be provided by Pattison for a particular Contest prize.

Pattison reserves the right, in their sole discretion, to disqualify any entrant found to be: (a) violating the Contest rules set out above; (b) tampering or attempting to tamper with the entry process or the operation of the Contest, the Contest Website, or any related promotional website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any of Pattison's property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, PATTISON RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION. If applicable, winners (and guests, if applicable) must at all times behave appropriately when taking part in the prize and observe the Contest rules and any other rules or regulations in force at any prize-related locations. Pattison reserves the right to remove from any prize-related locations, any winner and/or guest who breaks such rules and/or fails to behave appropriately and to disqualify such winner and/or guest.