

## CONTEST RULES (the "Official Rules")

### GARAGE MAHAL Vii (the "Contest")

These Official Rules govern the Contest.

By participating or attempting to participate in the Contest, you will be deemed to have read, understood, and agreed to be bound by these Official Rules.

1. WHO ARE THE SPONSORS? The Contest is sponsored and administered by My Broadcasting Company Inc. ("MBC") through one of its subsidiaries or affiliates namely Classic Rock 91.7 GIANT FM, 860 Forks Rd. W, Welland, Ontario. The following entities are co-sponsors of the Contest: M.P. Paradise Pools & Spas, 554 Thorold Rd. Welland, Castle Niagara Building Centre, 2880 RR20, Thorold, Miskow Generators & Electric, 1899 Thompson Rd, Fort Erie, Ontario Home Care, 20 Hemlock St., St. Catharines, Bolt Fences & Decks, 19 Patricia Ave. Welland, All Surfaces Countertops, 120 Dunkirk Rd., Unit 4, St. Catharines, Industria Pizzeria & Bar, 221 Glendale Ave. St. Catharines, Canadian Door Doctor, 4847 Kent Ave, Niagara Falls Ontario, Twodays Bathrooms, 329 Carlton St. St. Catharines, Ideal Plumbing and Heating, 8 Clairmont St. Thorold . 91.7 GIANT FM and any co-sponsors of the Contest are referred to collectively or individually as the "Sponsors". This Contest is in no way sponsored, endorsed, administered by or associated with any third-party social media or social networking service or site (each a "Third Party Service"), including but not limited to Facebook, Instagram and/or Twitter. Any questions, comments or complaints regarding the Contest should be directed to 91.7 GIANT FM and not to any Third-Party Service.

2. WHO IS ELIGIBLE TO ENTER? To be eligible to enter this Contest, an individual must: (a) be a legal resident of the province of Ontario who has reached the age of majority as of the date of entry and who reside within the twelve (12) Niagara Region Municipalities. For greater certainty the Municipalities are: Fort Erie, Grimsby, Lincoln, Niagara Falls, Niagara On The Lake, Pelham, Port Colborne, St. Catharines, Thorold, Wainfleet, Welland, West Lincoln. Whether or not an individual resides within the listening range of the Station will be determined by 91.7 GIANT FM. (b) Own their place of residence, or if the entrant is not the owner, have permission to enter the contest and accept the prizes as awarded. (c) Be willing and able to accept the prizes as awarded. Employees, officers, directors, agents, and representatives of the Sponsors or any of their respective parents, subsidiaries or affiliates, any prize suppliers, any and all other companies associated with the Contest, a household member of any of the individuals listed above, whether or not related or members of the immediate family (spouse, parent, child, sibling) of the individuals listed above are not eligible to enter. Residents of the USA are not eligible to enter this contest.

3. WHEN DOES THE CONTEST START/END? You may enter the Contest between 5:00 a.m. on May 21, 2024 and 11:59 p.m. on September 8, 2024("Entry Period") after which time the Contest will be closed and no other entries shall be accepted. All times referenced in these Official Rules are in E.S.T.

4. HOW DO I ENTER THE CONTEST? No purchase is necessary to enter the Contest. Enter using the method of entry outlined below. No entries will be accepted by any other means. During the contest period listeners will be prompted to text a keyword to the radio station contest line (user and data rates may apply) which will generate an entry form to be completed and submitted to enter the contest. 91.7 GIANT FM Q & A General Contest Rules are also available online and can be found through the following URL: <https://GiantFm.com/contests/>

Listeners may also enter by scanning the GARAGE MAHAL Vii QR Code which will be made available at certain special event locations throughout the Niagara region in conjunction with the 91.7 GIANT FM GARAGE MAHAL Vii Promotion Team.

5. HOW MANY TIMES MAY I ENTER THE CONTEST? Listeners can enter as many times as they want.

6. COULD MY ENTRY BE REFUSED OR REJECTED? Your entry could be refused or rejected if: (a) you attempt to enter the Contest in a fashion not authorized by these Official Rules; (b) your entry contains false or misleading information, or is late, falsified, illegible, damaged or incomplete or otherwise irregular; (c) your entry is submitted using robotic, automated, programmed, A.I. software or other illicit means; or (d) your entry is not in compliance with these Official Rules. The Sponsors reserve the right to refuse any entry for any other reason as they may determine.

7. WHAT ARE THE CONDITIONS OF ENTRY? By entering the Contest: (a) you agree to be bound by these Official Rules and by the decisions of the Sponsors. Sponsor decisions are final, binding and conclusive; (b) you represent and warrant that: (i) 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, as applicable) collectively known as the "Entry Material" is original to you, (ii) you have all necessary rights in o your Entry Material to enter the Contest, including the consent of any third parties whose personal information is included in your Entry Material, and (iii) your Entry Material does not contain, depict, include or involve content that is, or could reasonably be considered to be, inappropriate, unsuitable or offensive, as determined by the Sponsors; (c) you understand, and agree, that your entry, including your Entry Material, will not be returned to you and may be moderated or edited by 91.7 GIANT FM as it deems appropriate; (d) you grant to the Sponsors the irrevocable right to use your Entry Material in any media worldwide and for any purpose related to the Contest (or any similar contest), including the right to use, reproduce, modify, adapt, translate, or create derivative works from, your Entry Material without notification, compensation or additional consideration to you; (e) you waive all claims of moral rights in any use of your Entry Material by 91.7 GIANTFM pursuant to the rights granted in these Official Rules; and (f) you waive and forever discharge the Sponsors, their respective affiliates, and subsidiaries, any other companies associated with the Contest, and all of their respective directors, officers, employees, agents, representatives, licensees, successors and assigns, as well as any Third Party Services, (collectively, the "Releasees"), and agree to indemnify and hold harmless each of the Releasees, from and against any

and all claims, damages or liability, including any costs or losses related to personal injury, death, damage to, or loss or destruction of, property, arising out of, or in any way related to, (i) your participation in the Contest, (ii) the awarding, receipt, possession, use or misuse of any prize, in whole or in part, including participating in travel or any activity related to the prize, (iii) the use of any Entry Material or Publicity Material (defined herein) in accordance with the rights granted in these Official Rules, or (iv) any breach of these Official Rules.

#### 8. WHAT ARE THE CONTEST PRIZES?

- 1) **MP Paradise Pools & Spas - Title Prize Sponsor**- Prize value approx... \$20,000\*

PRIZE: Hot Tub – exact details are available by contacting this sponsor

- 2) **Castle Niagara Building Centre – Title Venue Sponsor** - Prize Value approx. \$5000\*

PRIZE: Wood and Material Supplies - exact details are available by contacting this sponsor

- 3) **Miskow Generators & Electric - Platinum Sponsor** - Prize Value Approx - \$5,000\*

PRIZE: Gift Certificate toward the purchase of a generator – exact details available by contacting this sponsor

- 4) **Ontario Home Care - Platinum Sponsor**- Prize Approx Value - \$10,000\*

PRIZE: Frigidaire ait/heat unit. - exact details available by contacting this sponsor

- 5) **Bolt Fences & Decks - Gold Sponsor**- Prize Approx Value - \$6,000\*

PRIZE: 150 Ft. Of Fencing Labour – terms/conditions complete details available from this sponsor

- 6) **All Surfaces Counter Tops -Gold Sponsor**- Prize Approx value - \$1,000\*

PRIZE: Gift certificate toward the purchase of cabinets – exact details available by contacting this sponsor.

- 7) **Industria Pizzeria & Bar – Gold Sponsor** – Prize Approx value - \$2,500

PRIZE: Gift certificates – exact details available by contacting this sponsor.

- 8) **Canadian Door Doctor – Silver Sponsor** - Prize Approx Value - \$1395\*

PRIZE: Liftmaster Wall Mount Door Opener with MyQ technology. (1) remote, battery backup, auto door lock, LED light, smart control button. Exact details available from this sponsor.

9) **Twodays Bath - Silver Sponsor** - Approx prize value - \$1,000\*

**PRIZE:** Gift certificate towards a tub to shower retro fit OR a tub to shower conversion – exact details available from this sponsor.

10) **Ideal Plumbing and Heating – Silver Sponsor** – Approx. Prize value - \$1,000\*

**PRIZE:** Gift certificate to be used against purchases – exact details available from this sponsor.

***\*Values are estimates only. There is no cash substitution for any of the above prizes.***

There is one (1) grand prize available to be won and includes all the above as outlined in Paragraph 8 and items numbered 1 through 10 now collectively known as the 'Prize Pack'. the approximate full retail value including all taxes and installation, where applicable, is over \$52,000 (fifty-two thousand dollars)

The Prizes must be claimed before October 31<sup>st</sup>, 2024. If the Grand Prize winner fails to take delivery of any prize included in this prize pack by 11:59pm (EST) October 31<sup>st</sup>, 2024, the prize will be deemed forfeited without any compensation due.

9. ARE THERE ANY PRIZE CONDITIONS? All prize particulars will be determined by the Sponsors at their sole discretion. In addition to any prize conditions provided elsewhere in these Official Rules, any prize awarded in the Contest is subject to the following conditions: (a) Except for gift cards, vouchers or cash prizes, the prize value in these Official Rules is approximate only. The winner not be compensated if actual prize value is lower than the value quoted in these Official Rules; (b) The Sponsors reserve the right, in their sole discretion, to substitute a prize, in whole or in part, with a prize, or prize component, of equal or greater value if the prize, or any component thereof, cannot be awarded for any reason; (c) The prize must be accepted as awarded and may not be transferred or resold, unless otherwise determined by the Sponsors. The prize may not be exactly as advertised. The prize is provided "as is" and, unless otherwise stated in these rules, without representation or warranty of any kind by the Sponsors; (d) Any unused portion of the prize, once awarded, will be deemed forfeited. The prize will not be replaced if lost, destroyed, mutilated or stolen. (e) Unless stated elsewhere, winner must take delivery of the prizes by October 31<sup>st</sup>, 2024, or prize(s) will be deemed forfeited;( f ) there is no cash substitution available for any of the prizes awarded.

10. HOW WILL THE POTENTIAL WINNER(S) BE SELECTED? On Sunday, September 15<sup>th</sup>, 2024 at approximately 12:00pm, 91.7 GIANT FM will conduct a reverse draw from all eligible entries received. The One (1) entrant remaining at the end of the reverse draw will Win the 'prize pack'. A total of 91 (ninety one) qualifiers will be chosen from all entries to attend a reverse draw reception conducted at Castle Niagara Building Centre Highway 20, Thorold. If a qualifier cannot personally attend the reverse

draw event, they may assign a substitute qualifier, by using an official 91.7 GIANT FM proxy form to represent them at the reverse draw event.

The proxy form, if requested, will be provided by 91.7 GIANT FM and will be considered the only official proxy. The proxy form must be signed by the official reverse draw qualifier and their appointed proxy. The form must be returned to 91.7 GIANT FM, in person or by electronic means, no later than 12:00 pm (EST), noon, September 10, 2024, at which time a representative of 91.7 GIANT FM will also sign the proxy.

If the official qualifier cannot attend and cannot provide an official proxy as noted, they will forfeit their opportunity to participate in the reverse draw event.

In the event any potential qualifier does not respond to 91.7 GIANT FM or is not immediately available to speak with the Station representative at the time of such contact, 91.7 GIANTFM will leave one message and the qualifier must, within 24 hours of being contacted, return the message and directly speak to a 91.7 GIANTFM representative to secure their attendance at the reverse draw,

If a qualifier declines a prize for any reason, or does not meet the requirements set forth in these Official Rules, the Sponsors, at their sole discretion will disqualify the qualifier and be deemed to have forfeited any claim on the Contest participation and prize; and, time permitting an alternate potential qualifier may be randomly selected from among remaining eligible entries, in accordance with the above, and so on and so forth, until the 91.7 GIANTFM representative is able to connect with an entrant drawn.

11. HOW CAN A POTENTIAL WINNER BECOME A WINNER? Before being declared a winner, a selected entrant must: (a) correctly answer, without assistance, a time-limited, mathematical skill-testing question to be administered by the Sponsors; (b) be in compliance with these Official Rules; (c) sign and return, within any designated time period, a release of liability and consent to publicity form (the "Release Form") and any other documentation as reasonably required. Qualifiers must be at least 19 years of age to participate in this promotion.

12. WHAT ARE THE ODDS OF WINNING A PRIZE? The odds of winning depend on the number of eligible entries received.

13. HOW DO I CLAIM A PRIZE? Once a potential winner is confirmed as a winner, prize distribution will be promptly coordinated. Unless otherwise stated, the winner must make their house available to take delivery and installation of the prizes by October 31<sup>st</sup> 2024. If a winner fails to take delivery of the prize by October 31<sup>st</sup>, 2024, the prize will be deemed forfeited.

14. WILL I APPEAR IN ANY PUBLICITY IF I AM A WINNER? If you are a winner, the Sponsors may require you to appear in publicity related to the Contest or to any similar contest. By accepting a prize you: (a) grant to the Sponsors the irrevocable right to record, photograph or otherwise capture or document you, your likeness, your voice, or any statements you make regarding the Contest or the prize, by any available means; (b) agree that any such captured material, together with your biographical information, such as name or place of residence, or your Entry Material (collectively, all such materials, the "Publicity

Material”) may be used by the Sponsors or their licensees, successors, or assigns (collectively, the “Publicity Parties”) in any media, whether now known or later devised, worldwide and in perpetuity, for advertising or promotional purposes related to the Contest or any similar contest.

Any such use of the Publicity Material may include the reproduction, modification, adaptation, translation or creation of derivative works from your Entry Material; (c) acknowledge that the Publicity Parties shall not be required to compensate you, notify you, or request your permission in connection with their use of any Publicity Material, unless otherwise prohibited by law; and (d) waive any rights that you may have or that may otherwise exist in connection with any use of the Publicity Material by any of the Publicity Parties, including any moral rights in any such Publicity Material.

15. HOW WILL MY PERSONAL INFORMATION BE COLLECTED, USED AND DISCLOSED? By entering the Contest, you consent to the station's collection, use and disclosure of your personal information in accordance with the Privacy Policy, available at <https://www.giantfm.com/privacy/>, for purposes of administering the Contest as described in these Official Rules. Over the course of participating in the Contest, you may be given the option to receive commercial emails or other communications of a commercial nature (collectively, “Commercial Communications”) from the Sponsors or other parties. Should you elect to receive Commercial Communications from 91.7 GIANTFM, your personal information will be used by 91.7 GIANTFM to that end, in accordance with the GIANTFM Privacy Policy noted above. Your personal information may be disclosed to a third party in the following circumstances: (a) in accordance with these Official Rules, or with your consent, or as otherwise permitted or required by law; (b) you elect to receive Commercial Communications from a party other than 91.7 GIANTFM; (c) to coordinate the fulfillment or provision of the prize with a prize supplier; and/or (d) if you have been asked to sign and return a Release Form or other documentation in accordance with the terms of these Official Rules, 91.7 GIANTFM may disclose your personal information to any interested party, such as an entity who is released from liability. 91.7 GIANTFM DISCLOSURE OF YOUR PERSONAL INFORMATION TO ANOTHER PARTY WILL CAUSE YOUR PERSONAL INFORMATION TO BE SUBJECT TO THAT PARTY’S PRIVACY POLICY AND PRACTICES.

16. HOW DO THE RELEASEES LIMIT THEIR LIABILITY? The Releasees assume no liability for the following: (a) stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, jumbled, or garbled entries, transmissions, email, mail, or other communications; (b) any error, omission, interruption, defect or delay in transmission, processing, or communication; (c) failures or malfunctions of, or difficulties with, computer hardware or software, telephones, telephone lines, telephone systems, or network, cable, satellite, server, or website connections;

(d) printing, typographical, or other errors appearing within these Official Rules, in any Contest-related advertisements, or in Contest-related materials; (e) incorrect or inaccurate information, including where caused by website users, tampering, hacking, or by any equipment or programming associated or used in connection with the Contest; (f) injury or damage to any computer or other device resulting from or otherwise related to participation in the Contest, the use of any website, or the downloading or accessing of any materials; (g) anyone being incorrectly or mistakenly identified as a winner or potential

winner; and/or (h) any other errors, problems or difficulties of any kind, whether human, mechanical, electronic, A.I. generated or otherwise, relating in any way to the Contest, including those errors, problems or difficulties that may relate to the administration of the Contest, the processing of entries, the advertising of the Contest, the announcement of any prize or prize winner, or the cancellation or postponement of any event.

17. WHAT LAWS APPLY TO THE CONTEST? The Contest is subject to applicable federal, provincial and municipal laws and regulations. Any attempt to undermine the legitimate operation of the Contest may be a violation of criminal or civil laws. Should any such attempt be made, the Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law. The Province of Ontario, and the laws that govern it, will be recognized as the legal jurisdiction to remedy any legal disputes which may arise from this contest.

18. CAN THE SPONSORS CANCEL OR AMEND THE CONTEST? The Sponsors reserve the right, in their sole discretion, to cancel, modify, or suspend the Contest or amend these Official Rules at any time, for any reason whatsoever. No one else can amend these Official Rules in any way.

19. COULD THE SPONSORS DISQUALIFY OR BAN SOMEONE FROM A CONTEST? The Sponsors reserve the right, in their sole discretion, to disqualify any entrant from the Contest, or prevent any entrant from future participation in a contest, that has: (a) resold or attempted to resell a prize, in whole or in part; (b) tampered with or attempted to tamper with, or undermined or attempted to undermine, the legitimate operation of the Contest and/or the Contest Website; (c) provided false or misleading information; (d) acted in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any person; and/or (e) otherwise violated these Official Rules.

20. WHAT HAPPENS IF THESE OFFICIAL RULES CONTRADICT OTHER CONTEST MATERIALS? In the event of any discrepancy or inconsistency between these Official Rules and disclosures or statements made by the Sponsors or appearing in other Contest-related materials, these Official Rules shall govern.

21. WHAT HAPPENS IF PART OF THESE OFFICIAL RULES BECOMES UNENFORCEABLE OR DOES NOT APPLY? If any part of these Official Rules is legally unenforceable or inapplicable, then that part will be deemed invalid; however, the remainder of these Official Rules will otherwise continue to be legally binding.