

CONTEST RULES (the “Official Rules”)

New Country 89.1’s **12 Days of Christmas 2024** (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 affiliate radio stations. Co-sponsors of this contest are Industria Pizzeria & Bar, Bird Kingdom, The Party Shop, Welland Jackfish Baseball, Ramakers Dutch Imports, Claraderma, YMCA of Niagara, Miss’es Clean, Best Western-Doc Magilligans- Niagara Golf Lounge, Athena Beauty Spa, Fat Rabbit, Boots & Hearts. MBC 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 X (formerly known as Twitter). Any questions, comments or complaints regarding the Contest should be directed to this participating MBC radio station 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 resides within the Niagara Region. For greater certainty, to be eligible, entrants must live in one of the 12 Regional Municipalities of Niagara Ontario which are: Lincoln, Fort Erie, Grimsby, Niagara Falls, Niagara on the Lake, Port Colborne, St. Catharines, Thorold, Welland, Wainfleet, West Lincoln. Whether or not an individual resides within the Niagara Region will be determined by Country 89.1. (b) 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. (c) Residents of the USA are not eligible to enter this contest.

3. WHEN DOES THE CONTEST START/END? The Contest begins December 2, 2024, and ends at 11:59am December 19, 2024, 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 12 Days of Christmas contest period, Monday to Friday mornings, at approximately 6:50am, 7:50am and 9:50 am listeners will be prompted to listen for the daily Christmas Gift and its approx. value. There will a total of 12 Gifts, and their approximate value, announced, one gift each day. Listeners will be asked to keep track of the gifts and values of each of the 12 gifts that make up the **Grand Prize** for this promotion and then enter their guesses through the radio station Web site 12 days of Christmas contest page. A list of participating sponsors will be available online. If listeners miss the weekday announcements, they can also visit the sponsor store(s) and find out what the gift is and its approximate value. On December 20 at approximately 8:10am as you Wake The Fun Up With Rob on Niagara’s New Country 89.1 Rob will make a random draw from all entries. The first correct entry drawn will win the Grand Prize of all gifts.

Additional Q & A General Contest Rules are also available online and can be found through the web site Contest page of this radio station.

5. HOW MANY TIMES MAY I ENTER THE CONTEST? Listeners can enter as many times as they want. There will be only one winner.

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 (including A.I. generated) technology or other illicit means (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 to enter the Contest, including the consent of any third parties whose personal information is included in your entry material, and (c) 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; (d) you understand, and agree, that your entry, including your Entry Material, will not be returned to you and may be moderated or edited by MBC as it deems appropriate; (e) 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; (f) you waive all claims of moral rights in any use of your Entry Material by MBC pursuant to the rights granted in these Official Rules; and (g) 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? Contest prizes will vary as will approximate values. Prizes will be announced each weekday morning as described in rule # 4 between December 2 and December 17. Prizes and approximate values can also be found by visiting all 12 participating sponsor locations.

9. ARE THERE ANY PRIZE CONDITIONS? All prize particulars will be determined by Country 89 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) Country 89 reserves 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; (b) The prize must be accepted as awarded. The prize may not be exactly as advertised. (c) Winner must take delivery of the prize by November 29, 2024. If the winner fails to take delivery of the prize by November 29, 2024 the prize will be deemed forfeited.

10. HOW WILL THE POTENTIAL WINNER(S) BE SELECTED? See rule # 4

11. 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, prizes can be claimed, in person, at Country 89 offices 860 Forks Rd West, Welland Ontario, Monday to Friday, not including Holidays, between 9am and 3pm.

14. WILL I APPEAR IN ANY PUBLICITY IF I AM A WINNER? If you are a winner, Country 89 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.country89.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 Country 89, your personal information will be used by Country 89 to that end, in accordance with the Country 89 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 Country 89; (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, Country 89 may disclose your personal information to any interested party, such as an entity who is released from liability. COUNTRY 89 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, 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 jurisdictional laws governing The Province of Ontario will be used to remedy any legal dispute.

18. CAN COUNTRY 89 CANCEL OR AMEND THE CONTEST? Country 89 reserves 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. You may not amend these Official Rules in any way.

19. COULD COUNTRY 89 DISQUALIFY OR BAN SOMEONE FROM A CONTEST? Country 89 reserves 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.