

Official Contest Rules & Regulations CIHT-FM OTTAWA | THE NEW HOT 89.9 The "HOTTEST Birthday" Contest

- 1. Dates/Terms/Eligibility. CIHT-FM (The New HOT 89.9) Stingray Group. (the "Station") has set an expiry date of 6pm ET on Friday, September 27, 2019 for The HOTTEST Birthday (the "Contest"), however it reserves the right to terminate or extend the Contest at any time for any reason, without liability or notice. Any material changes will be broadcast on the Station and posted on its official website (www.HOT899.com), within the Contest section. The Contest is open to legal Canadian Residents 18 years of age or older, residing in the province of Ontario, with proper travel documentation to board an aircraft and fly on an international flight. Employees, officers, and directors (including immediate family members and members of the same household) of Sunwing Vacations. ("Sunwing"), Memories Flamenco Beach Resorts ("Memories") and Stingray Group Inc./ The New Hot 89.9 FM (the "Station" together with Sunwing and Memories Flamenco Beach Resorts the "Sponsors") and their respective distributors, dealers, marketing representatives, printers, advertising or promotional agencies, or any other organization associated with the Contest are not eligible to participate.
- 2. **How To Enter.** NO PURCHASE NECESSARY. Starting on Monday, September 2nd, 2019 until Friday, September 27, 2019, listeners will be encouraged to visit www.HOT899.com and fill out a winner form indicating in 89 words or less why they believe they deserve to win the Contest.
- 3. **Prizes.** There is three (3) Grand Prizes to be won. The value of the Grand Prize is approximately \$3,760 CAD. The odds of winning the Grand Prize will depend on the number of entries received.

The Grand Prize includes: Roundtrip airfare from Ottawa to Cayo Coco, Cuba for two (2) people aboard Sunwing Airlines, economy class. Seven (7) nights standard accommodations at Memories Flamenco Cayo Coco Hotels and Resorts in a room based on double occupancy, an all-inclusive meal plan for two (2) while at Memories Flamenco Cayo Coco Hotels and Resorts, land transfers between the airport and hotel destination, all hotel taxes and processing fees.

A valid major credit card must be provided by the Grand Prize winner or his/her guest for hotel check-in and incidentals.

The Grand Prize winner and his or her guest are solely responsible for all costs not expressly described herein as being included in the Grand Prize: other ground transportation except as otherwise specified herein, airport improvement fees, airline taxes, airline insurance, connecting flights, sightseeing tours and other in-destination activities, travel related fees/surcharges, excess baggage fees, costs associated with obtaining travel documents, costs associated with obtaining necessary vaccinations, items of personal nature, additional meals, room upgrades, tip and gratuities, and in

room movies. No change in travel arrangements can be made by the Grand Prize winner once the booking has been confirmed. Sponsors reserve the right to change or cancel the booking and to vary itineraries and to substitute hotels in accordance with operating requirements or circumstances beyond their control. Travel and accommodations are subject to availability and must be requested a minimum of four (4) weeks prior to the requested departure date. Travel is valid from November 1, 2019 - October 31, 2020 (the "Travel Period"). If you are unable to travel during this travel period, you will be required to forfeit the prize. If the prize, or any portion thereof, is unused, it cannot be carried forward and will be forfeit. Elements of the prize (including without limitation, airfare and lodging) may not be used towards frequent flyers. Blackout periods apply. including without limitation: Aug 01-31, Nov 22-Dec 1, Dec 17-Jan 6, Feb 14-28, Mar 11-22, Apr 4-22, Aug 01-31 2020 subject to availability. Any lost or stolen travel vouchers or certificates will not be replaced. All airline tickets are subject to flight variations, work stoppage, and schedule or route changes. Sponsors are not responsible for any other travel arrangements affected due to cancellation, changes or rescheduling of any dates and Sponsors reserve the right not to cover costs related to missed/delayed flights. The Grand Prize is non-transferable or exchangeable and may not be substituted, except by sponsors for reasons of unavailability. In which case, a prize of equal or greater value will be awarded. The Sponsors assume no responsibility or liability for damages, loss, or injury resulting from acceptance or use of the Grand Prize. The Sponsors will not be responsible if weather conditions or other factors beyond the Sponsors' reasonable control prevent a Prize or part of a Prize from being fulfilled. Further, the Sponsors assume no liability or responsibility whatsoever should a Grand Prize winner or one of their respective guests be denied entry to the airline or country concerned or re-entry into Canada for any reason whatsoever.

4. **The Draw.** On Friday, September 13, 2019, Friday, September 20, 2019 and Friday, September 27, 2019 between 7am-9am ET one Qualifier will be selected from among all eligible Qualifiers received by the Contest expiry date and will be awarded the Grand Prize. The Station will attempt to notify the selected Qualifier by telephone within 1 day of awarding the prize.

Conditions/Restrictions. In order to be declared a 'Winner', the selected Qualifier will be required to correctly answer, unaided, a time-limited, mathematical skill-testing question, to be administered by the Station. The Winner and his/her accompanying guest will be required to produce identification satisfactory to the Station and will also be required to sign and return a travel waiver otherwise he or she will be deemed to have forfeit their prize. Winner and his or her guest must travel together and on the dates specified by Sponsors. If Winner is unable to travel during the dates specified by Sponsors, he or she may be required to forfeit the Grand Prize and an alternate winner may be selected in Contest Sponsors' sole discretion.

Winner will be responsible for any additional taxes or fees that result from the receipt and/or use of their prize. The Contest is void where prohibited by law. Anyone using fraudulent means to participate and/or win the Contest will be disqualified. Only one Qualifier per household.

5. **General**. By entering the Contest, entrants agree to abide by these rules and regulations, and further agree that the decisions of the Sponsors are final. The Sponsors reserve the right at any time without prior notice to withdraw, cancel, terminate, amend, modify or suspend the Contest if for any reason in the opinion of the Sponsors, in their sole discretion, the Contest is not capable of operating as planned or if

the administration, security, fairness, integrity, or 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 their control. The Sponsors reserve the right in their sole discretion to disqualify any individual they find to be tampering with the operation of the Contest or to be acting in violation of these rules or otherwise in disruptive manner with respect to the Contest. CAUTION: ANY ATTEMPT BY A CONTESTANT TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW. The Sponsors also reserve the right to cancel this contest at any time because of any printing or other error. The Sponsors do not assume any responsibility for 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 (including on account of traffic congestion on the Internet or at any Web site) or any combination thereof. The Sponsors shall not be liable for any errors or negligence that may arise or occur in connection with the Contest.

In exchange for the right to participate in the Contest, each participant agrees to release and indemnify the Station, Stingray Radio Inc. / Hot 89.9 FM, Sunwing Vacations, Memories Flamenco Cayo Coco Hotels and Resorts and its officers, directors, agents, parent companies, subsidiaries and employees (the "Released Parties"), from any and all claims, demands and/or causes of action of any nature or kind whatsoever, whether presently known or unknown, foreseen or unforeseen, that arise out of the participant's participation in the Contest, the acceptance, use or misuse of any prize, or use or misuse of the participant's Likeness. The Sponsors are not liable for injuries, death, damages or losses of any kind resulting from acceptance or use of the Prize.

- 6. Privacy and Personal Information. The Sponsors will be collecting data about entrants through the Contest entry process. Any personal information will be handled in accordance with the privacy policy of Hot 89.9/Stingray Radio Inc. (http://www.ncc.ca/privacy.asp). By entering the Contest each entrant consents to the collection, use and distribution of his/her personal information (information that identifies an entrant as an individual, such as home telephone number, age and home address) by the Sponsors for the purposes of implementing, administering and fulfilling the Contest. The Sponsors will not sell or transmit this information to third parties unless the entrant has specifically consented to same, the Sponsors believe in good faith that it is required by law, to their affiliates (provided that such affiliates and their agents and advisors and their respective employees are restricted from using the information for any other purpose other than as described in these rules and regulations), or to their respective agents for data processing purposes, their respective professional advisors and promotional and marketing agencies (provided that such agents, professional advisors and promotional and marketing agencies are restricted from using the information for any purpose other than as described in these rules and regulations). Any inquiry concerning the personal information held by the Sponsors should be addressed to Hot 89.9 FM, 6 Antares Drive, Phase 1, Unit 100, Ottawa ON K2E 8A9 and Sony Music, 150 Ferrand Drive, Toronto, ON M3C 3E5.
- 7. **Rules**. This contest is subject to all applicable federal, provincial and municipal laws, and regulations and is void where prohibited. By entering, each participant agrees to abide by these rules and regulations and the decisions of the Station judges which are

final with respect to all aspects of the contest. Any violation of these rules will result in disqualification. Copies of these rules are available on the Station's website (www.HOT899.com) under the Contest listing, in person at the Station's studios (6 Antares Drive, Phase I, Unit 100, K2E 8A9) during regular business hours (Monday – Friday, 8:30am – 5:00pm), or by sending a request, along with a self-addressed stamped envelope, to the Station at this address.