General Contest Rules

- **1. Dates/Terms/Eligibility.** CIHT-FM, The New HOT 89.9 (the "Station") may change the dates and/or terms of the Contest without prior notice. CIHT-FM, The New HOT 89.9 reserves the right to cancel a Contest without prior notice. Any material changes will be broadcast on the Station and/or posted on its website (www.hot899.com). CIHT-FM, The New HOT 89.9 Contests are open to **legal Canadian residents**, **18 years of age and older** (unless otherwise specified). There is no purchase necessary to enter or win. Employees or agents of Stingray Radio stations, or any entity associated with the Contest, as well as members of the same household of any such employee or agent, may not participate. Potential Contest winners will be required to answer a skill testing question in order to be declared an official winner.
- **2. Prizes**. Only one winner or qualifier per household <u>per</u> **30 days** on CIHT-FM, The New HOT 89.9 (unless otherwise expressly specified within the contest listing on-line). After winning a prize valued over \$1000, the winner must wait one full year before they are eligible to win another prize with The New HOT 89.9. Prizes are not 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. CIHT-FM, The New HOT 89.9 assumes no responsibility or liability for damages, loss or injury resulting from acceptance or use of the prize. CIHT-FM, The New HOT 89.9 is not responsible for replacing tickets in the event of show cancellations as a result of weather, promoter or performer, nor is CIHT-FM, The New HOT 89.9 responsible for replacing, re-booking or rescheduling missed or cancelled flights, trains or any other modes of transportation associated with the prize.
- **3. Participant Conditions/Restrictions**. CIHT-FM, The New HOT 89.9 is not responsible for errors, problems or delays in the mail or telephone systems that may prevent callers or entries from reaching CIHT-FM, The New HOT 89.9. Listeners can call CIHT-FM, The New HOT 89.9 contest line at 613-750-8990. If a caller gets disconnected for any reason before their name and phone number have been recorded, another call will be taken. Decisions of CIHT-FM, The New HOT 89.9 judges are <u>final</u>. All contest entries will become the property of CIHT-FM, The New HOT 89.9.
- **4. Winner Conditions/Restrictions.** Each winner will be required to produce one piece of legal photo identification satisfactory to the Station. Each winner will be required to sign an affidavit of eligibility and release, including a publicity release, as prepared by the Station prior to receiving their prize. Each winner will be required to correctly answer a time-limited, skill testing question before the prize will be awarded. Each winner will be responsible for any taxes, gratuities, incidentals 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.
- **COVID-19:** The winner(s) and any guest(s), if applicable, must comply with all COVID-19 vaccination, screening, testing, safety and related requirements imposed or required by (if applicable) the Station, the venue, event promoter, sponsors, travel providers, hotels,

governmental authorities or others in connection with the receipt, use, and redemption of any prize (other than a cash prize). Refusal to comply with all applicable COVID-19 requirements will result in forfeiture of the prize and no replacement or alternate prize will be provided. All cancellations are deemed beyond the control of the Station and its sponsors. This includes, but is not limited to, event cancellations due to any pandemic or epidemic constituting a public health emergency, including those subject to government mandated quarantines, travel restrictions, or stay-at-home orders. The Station and/or its sponsors shall in no way be responsible under any circumstances whatsoever for replacing, and/or for reimbursing any winner(s) with any form of compensation for, any prize(s) or portion(s) thereof forfeited due to the refusal of the winner(s) and/or their guest(s) to comply with all applicable COVID-19 requirements and/the cancellation of any event, nor will any alternate prize(s) be provided.

5. Release and Indemnification. In exchange for the right to participate in the Contest, each participant agrees to release and indemnify the Station, 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/involvement in the Contest.

Each Contest is in no way sponsored, endorsed or administered by, or associated with FanDuel Canada ULC or any of its affiliates (collectively, "FanDuel"). FanDuel is completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to Stingray Media and not to FanDuel.

- **6. Rules**. Any violation of these rules will result in disqualification. Copies of these rules are available right here (on-line), in person at the Station's studios (6 Antares Drive, Phase I, Unit 100, Ottawa, Ontario, K2E 8A9), or by sending a request, along with a self-addressed stamped envelope, to the Station at the above address.
- **7. Conditions/Restrictions**. In order to be declared a 'Winner', the selected participant(s) will be required to correctly answer, unaided, a time-limited, mathematical skill-testing question, to be administered by the Station. Each winner will be required to produce identification satisfactory to the Station. They will also be required to sign an affidavit of eligibility and release, including a publicity release as prepared by the Station prior to receiving their Prize.

The Station is not responsible for errors, problems or delays in the mail, telephone or online web systems that may prevent listeners from participating In the Contest. Participants can call the Station main line (613-723-8990) if they have any questions in relation to the Contest. Decisions of the Station judges are final.

8. Rules. This contest is subject to all applicable federal, provincial and municipal laws. 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 (<u>www.HOT899.com</u>) under the Contest listing, in person at the Station's studios (6 Antares Drive, Phase I, Unit 100, K2E 8A9), or by sending a request, along with a self-addressed stamped envelope, to the Station at this address.

- **9. How To Claim A Prize.** When prize is ready for pickup, the winner will be contacted and advised that they have until 30 days from the date they have been advised that their prize is ready for pickup to claim their prize at the offices of The New HOT 89-9 located at 6 Antares Drive, Phase I, unit 100, Ottawa ON, K2E 8A9. Prize pickup is only available Tuesday and Friday from 10am to 3pm, or by appointment.
- **10.** Prizes are not transferable or exchangeable and may not be substituted by the winner. The Station assumes no responsibility or liability for damages, expenses, loss or injury resulting from acceptance, collection or use of the prize
- **11. General Conditions.** Phone Entries are subject to verification by the Contest Organizers. Any Entry Form which is incomplete, incomprehensible, inaudible, illegible, fraudulent, mutilated, altered, contains false information or is not received within the Contest Period, or otherwise does not confirm to these Contest Rules will automatically be rendered invalid and will not entitle such entrant to be eligible for a prize. If, due to technical or equipment failure while participating in the contest the connection is lost or communication is otherwise illegible, the contest shall be deemed to be over at the last CAN \$50 level achieved while communication was intact
- **12. Disqualification.** The Contest Organizers reserve the right to disqualify any person or cancel one or more entries of any person participating in this Contest or trying to participate by means contrary to these Contest Rules or in a manner which is unfair to other entrants (e.g.: use of an Entry Form obtained from an unauthorized source, entries exceeding the limit allowed, computer hacking, etc.). Any attempt to tamper with the entry process, interfere with these Contest Rules, deliberately damage any website or undermine the administration, security or legitimate operation of the Contest, is a violation of criminal and civil laws and the Contest Organizers reserve the right to seek damages and/or other relief from all persons responsible for such acts to the fullest extent permitted by law, which may include banning or disqualifying entrants from this and future contests. Such person may be referred to the appropriate judicial authorities
- **13. Noncompliance /eligibility.** If a potential or declared winner is not in compliance with these Contest Rules, the Contest Organizers reserve the right to disqualify such entrant from the Contest and randomly select further entrants from the remaining eligible entries until a winner is finally declared. Any potential or declared winner, who is not in compliance with these Contest Rules, must so inform the Contest Organizers immediately upon being contacted by the Contest Organizers.
- **14. Substitution of prize.** In the event it is impossible, difficult and/or more costly for the Contest Organizers to award a prize (or part of a prize) as described in these Contest 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.

- **15. Refusal of a prize.** The refusal by a potential or declared winner to accept any prize awarded in accordance with the Contest Rules, releases and forever discharges the Contest Organizers and their agents of all obligations related to the prize, including delivery.
- **16. Liability limit use of prize**. Each entrant and any potential or declared winner releases the Contest Organizers, 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 his/her prize. In order to be declared a winner and prior to obtaining his/her prize, any potential or declared winner agrees to sign a declaration to such effect in the Release Form. The 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.
- **17. Liability of prize supplier**. Any person selected for a grand prize acknowledges that upon receipt of a letter confirming the prize, all services to be rendered in connection with their prize become the sole responsibility of the prize OR services supplier a declaration to such effect will be included in the Release Form.
- **18. Liability limit running of the contest.** The Beneficiaries are not liable for faulty computer components, software, or links; the loss or non-existence of communications capability; or faulty, incomplete, incomprehensible, or erased computer or network transmissions that make it difficult, or render a user unable, to enter the contest; problems with any website or website feature howsoever caused, the malfunction of, or damage caused to, any telephone or network or lines, computer equipment, data or software, online systems, servers or access providers; or the security or privacy of information transmitted via computer networks; or for breaches of privacy due to interference by third party computer "hackers" The Beneficiaries are not liable for any harm contestants may suffer directly or indirectly as a result of downloading any Web page or software or transmitting any information related to entry in the Contest. Further, the Beneficiaries assume no responsibility for entries lost, stolen, delayed, damaged or misdirected.
- **19. Web site access.** The Beneficiaries do not guarantee access to or non-interruption of the Web site during the Contest Period or that it will be exempt from any errors.
- **20. Modification.** The Contest Organizers 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 Contest Rules.

- **21. Limit of prizes.** In no event shall the Beneficiaries be obligated to award more prizes than set out in these Contest Rules or to award prizes otherwise than in compliance with these Contest Rules.
- **22. Impossibility to act labour dispute**. The Beneficiaries shall not be responsible for any damages for a failure to operate the Contest in accordance with these Contest Rules in any case where their incapacity to act results from circumstances or a situation beyond their reasonable control or because of a strike, lock-out or any other labour dispute in their company or those of businesses which services are used for holding this Contest, war, riot, insurrection, earthquake, terrorism, civil commotion, fire, flood, accident, storm or any other act of nature.
- **23. Liability limit– participation**. Any person who participates or tries to participate in this Contest releases the Beneficiaries from any and all liability for damages which he/she could suffer from participating or trying to participate in this Contest.
- **24. Authorization.** By entering this Contest, each declared winner consents to the Contest Organizers, their representatives to use, 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. A declaration to such effect will be included in the Release Form.
- **25. Property of entries.** Entry Forms are the sole property of the Contest Organizers and at no time will be returned to entrants.
- **26. Communication with entrants**. No communication (other than while registering) or correspondence will be exchanged with entrants in the context of this Contest with the exception of selected entrants or declared winner.
- **27. Personal information.** Contestant personal information that is collected in this Contest will be used solely by the Contest Organizers, and their representatives for the administration of the Contest. There will be no communication of commercial or of any other nature, unrelated to this Contest sent to an entrant, unless such entrant gives specific authorization to the Contest Organizers for that specific purpose.
- **28. Decisions of the Contest Organizers.** All decisions of the Contest Organizers or those of their representatives regarding this Contest are final and binding.
- **29. Identification of the contestant.** For the purposes of these Contest Rules, the entrant is the person whose personal information is printed on the Entry Form. It is to this person that the mathematical skill-testing question will be asked and the prize awarded if selected and declared a winner.

- **30. Unenforceability.** If a section of these Contest Rules is declared or ruled by a Court of Law as illegal, unenforceable or void, that section will be deemed void but all other sections not affected will be enforced as allowed by Law.
- **31. Jurisdiction.** This Contest is subject to all applicable federal, provincial and municipal laws.

Contest(s) are subject to all applicable federal, provincial and municipal laws. 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), or by sending a request, along with a self-addressed stamped envelope, to the Station at this address.

Special Internet Rules

- **1.** Game and contest participants using the Internet must provide a valid email address. Limit one entry per email address, and one entry per household.
- **2.** CIHT-FM, The New HOT 89.9 and sponsors not responsible for technical, hardware, software or telephone or other transmission failures of any kind; lost or unavailable network connections; or incomplete, garbled or delayed computer transmissions whether caused by CIHT-FM, The New HOT 89.9, users, by any equipment or programming utilized in promotions, games or contests, or by human error which may occur in the processing of submissions, which may limit a participant's ability to participate.
- **3.** CIHT-FM, The New HOT 89.9 reserves the right, in its sole discretion, to cancel or suspend a promotion, game or contest should a virus, bug, computer or other problem beyond the control of CIHT-FM, The New HOT 89.9 corrupt the administration, security or proper execution of any Internet promotion, game or contest, or the Internet portion of any promotion, game or contest. CIHT-FM, The New HOT 89.9, in its sole discretion, may award prizes to entries received by alternate means. All Internet participants agree to be bound by these rules, and the **General Rules** appearing above.
- 4. Apple, Android, Blackberry, Google and or Microsoft are not sponsors and is not involved in any way in the CIHT FM/The New HOT 89.9 contests posted on our website and mobile app.

Social Media (Facebook/Instagram/X)

By participating in social media Giveaways, the Prize Winner(s) agree(s) that his/her name may be used in any and all forms of media, without any further compensation by The New

HOT 89.9 and waives all rights (including moral rights) with respect to printed, broadcast and other forms of publicity.

In the event of a dispute as to who submitted an electronic entry, the entry will be deemed to have been submitted by the authorized account holder of the Facebook/Instagram/Twitter account associated with the entry. "Authorized account holder" of the Facebook/Instagram/Twitter account is defined as the natural person who is assigned to a Facebook/Instagram/Twitter account by Facebook/Instagram/Twitter.

The Giveaway is in no way sponsored, endorsed or administered by Facebook/Instagram/Twitter and any personal information provided by an entrant is being provided to The New HOT 89.9 and not Facebook/Instagram/Twitter.

The Giveaway is subject to all applicable laws of the province of Ontario and the laws of Canada applicable therein.

Generic Station Rules

- **1.** Employees of Stingray, CIHT-FM, The New HOT 89.9 (Stingray), its associated agencies, and their immediate families are not eligible to win.
- **2.** Any and all federal, provincial, and local laws apply to all contests.
- **3.** Winner's voice or likeness may be used in conjunction with recorded announcements or outside advertising for CIHT–FM, The New HOT 89.9. Winners may be recorded and played back on-air, and on any of the Stingray radio stations.
- **4.** You may only win <u>once</u> in **30 days** with each Stingray radio station (prizes valued under \$199), and only once in 365 days with each Stingray radio station (prizes valued over \$1000). If value is between \$200 \$999, The New HOT 89.9 will notify winner in advance of claiming of the prize the next date for prize eligibility.
- **5.** Prizes must be <u>claimed</u> within **30 days** of winning <u>unless otherwise noted</u>.
- **6.** Any additional costs related to the prize or incurred as a result of accepting the prize are the sole responsibility of the winner.
- **7.** Prize is awarded as is to the winner only. No substitutions or transfers of prizes permitted.
- **8.** Prize has no cash value.
- **9.** In the case of ballot entry contests; if ballot form is illegible, a new form will be drawn.

- **10.** Ballots must be filled out by the actual person entering to win contest. No substitutions. If ballot was filled out by a third person, the ballot becomes void, and a new ballot will be drawn.
- **11.** CIHT-FM, The New HOT 89.9 may not be held responsible for any technical difficulties, for example studio equipment or phones that result in a potential winner being disconnected on studio lines.
- **12.** CIHT-FM, The New HOT 89.9 reserves the right to supplement or change contest rules at any time. The decisions of HOT 89.9 and Stingray are final.
- **13.** By participating in any contests, entrants agree to be bound by the official rules and regulations of the promotion. All Contest participants agree to be bound by these rules, the **General Rules** appearing above, as well as any (if applicable) specific individual Contest Rules and Regulations provided in addition to those provided here.