EVERY SECOND COUNTS - SUMMER EDITION RULES

THE EVERY SECOND COUNTS – SUMMER EDITION CONTEST (THE "CONTEST") IS INTENDED TO BE CONDUCTED IN THE PROVINCE OF ONTARIO ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. PARTICIPANTS MUST BE OF THE AGE OF MAJORITY IN THE PROVINCE OF ONTARIO OR OLDER AT THE TIME OF ENTRY. VOID IN WHOLE OR IN PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE "CONTEST RULES").

- **1. ELIGIBILITY.** To be eligible for this Contest, an individual must:
 - (a) be a legal resident of the province of Ontario;
 - (b) be of the age of majority or older in the province of Ontario at the time of entry; and
 - (c) be legally able to travel to Jamaica, and have any and all necessary documentation as may be required for presentation to Canadian and/or International customs and airport personnel.

Employees of Corus Radio Inc. operating CILQ-FM (the "Station") and its parents, affiliates, subsidiaries, related companies, successors and assigns (together with the Station, the "Sponsors"), Sunwing Vacations Inc. and its affiliates, subsidiaries, related companies, successors and assigns (collectively, the "Prize Provider"), advertising and promotional agencies, and/or the household members of any of the above are not eligible to enter.

The Sponsors shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsors for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

2. **CONTEST PERIOD.** The Contest begins at 7:00 a.m. Eastern Time ("ET") on July 3, 2018 and ends at 5:00 p.m. ET on August 10, 2018 (the "Contest Period") after which time the Contest will be closed and no other entries shall be accepted.

3. HOW TO ENTER AND WIN:

- (a) There is no purchase necessary to enter the Contest. Enter using the method of entry outlined below. No entries will be accepted by any other means.
 - (i) **SECONDARY PRIZES**: Listen to the Station Monday to Friday during the Contest Period (except statutory holidays) at approximately 7:00 a.m., 11:00 a.m., 2:00 p.m. and 5:00 p.m. ET for the produced cue to call to be played (the "**Cue to Call**"). Upon hearing the Cue to Call, listeners are invited to call 416-870-7625 or 416-870-7655 (each a "**Contest Line**"). The seventh (7th) caller through the Contest Line during a Cue to Call (each a "**Contestant**") will be invited to play the Contest game as follows. The Station will play an audio clip with the Every Second Counts summer sound and the Contestant will have one (1) chance to identity such sound (the

"Sound") within approximately ten (10) seconds. If the Contestant is able to identify the Sound correctly within the allotted time, he/she qualifies to win a Secondary Prize in the amount of Five Hundred Canadian dollars (CDN\$500.00). If a the Contestant does not correctly identify the Sound during the allotted time, the Cue to Call will end, no Secondary Prize is awarded, and the dollar amount of the Secondary Prize increases by One Hundred Canadian dollars (CDN\$100.00) for the next scheduled Cue to Call. The Secondary Prize will continue to increase by One Hundred Canadian dollars (CDN\$100.00) increments for each subsequent Cue to Call until the Sound is correctly identified (carrying on to the following weekday, if necessary).

Once the Sound is correctly identified, all Cues to Call for the remainder of that day will be cancelled once a Secondary Prize is awarded. The Contest will resume the next weekday at 7:00 a.m. ET with a new Sound, a Secondary Prize value of Five Hundred Canadian dollars (CDN\$500.00), and the process of accumulation of One Hundred Canadian dollars (CDN\$100.00) increments will begin again.

- (ii) **GRAND PRIZES**: During the Contest Period at Cues to Call which have been randomly pre-selected by the Station, six (6) Contestants will be randomly selected as potential Grand Prize Winners regardless of whether or not the Sound has been correctly identified.
- (b) During the Contest Period, listeners may try to call in as many times as they like each time a Cue to Call is broadcast, but any Contestant who wins a Secondary Prize or a Grand Prize (as defined below) may not participate in any further Cue to Call during the Contest Period.
- (c) All entries become the sole property of the Sponsors and will not be returned for any reason. Entries must be received no later than the end of the Contest Period. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. Unless otherwise set out herein, no communication or correspondence will be exchanged with entrants except with those selected as a potential winner.
- (d) Streaming listeners may be listening to a delayed stream of the radio signal, which may vary depending on the device on which you are listening and the speed of the internet connection. Sponsors recommend turning on a radio to the Station for the Cue to Call. Sponsors assume no liability for entrants not making timely phone calls to the Station due to delays in the streamed signal.
- (e) If the telephone connection between the Station announcer and an entrant is not clear, such that the announcer and/or entrant cannot hear each other or the entrant is disconnected, that entrant may, in the sole discretion of the Sponsors, be disqualified and the Releasees (defined below) will not be liable in any way.

4. PRIZES.

- (a) **Grand Prize.** There are six (6) grand prizes ("**Grand Prizes**") available to be won by the Grand Prize winners ("**Grand Prize Winners**") consisting of:
 - (i) A trip for two (2) to Jamaica (the "**Destination**") which shall include:

- 1. Round-trip economy airfare onboard Sunwing Airlines for the Grand Prize Winner and his/her guest (the "Guest") leaving together from the same gateway, on the same itinerary, from Toronto Pearson International Airport to the Destination;
- 2. Ground transportation for the Grand Prize Winner and Guest between the airport and hotel in the Destination;
- 3. Seven (7) nights all-inclusive hotel accommodation at a Jewel Resort to be selected by the Sponsors in their sole discretion for the Grand Prize Winner and Guest based on double occupancy unless otherwise indicated; and
- 4. All hotel taxes, processing fees, and taxes (including, but not limited to, departure taxes, air seat/airline taxes and applicable federal, provincial, municipal, state and/or local taxes).
- (b) Each Grand Prize has an approximate retail value of Eight Thousand Five Hundred Canadian dollars (CDN \$8,500.00).
- (c) **Secondary Prizes.** The total number of Secondary Prizes available to be won by the Contestants ("**Secondary Prize Winners**; each "**Secondary Prize Winner**") during the Contest Period and the value of each Secondary Prize awarded will depend on the total number of eligible entrants who call in and are able to identify the Sound during the Contest Period. The total number of Secondary Prizes to be awarded could range between zero and twenty eight (28). Each Secondary Prize consists of a cash prize of a minimum of Five Hundred Canadian dollars (CDN\$500.00). The precise value of the Secondary Prizes will be determined by the outcome of the game at each Cue to Call and the cash amount accumulated.
- (d) Grand Prize and Secondary Prizes are hereafter collectively referred to as "**Prize**" or "**Prizes**". Grand Prize Winner and Secondary Prize Winners are hereafter collectively referred to as a "**Winner**" or "**Winners**".
- (e) Winners are not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.
- (f) The Sponsors and/or the Sponsors' representatives will contact the Winners to coordinate the provision of the Prizes within five (5) days once such Winners have been successfully contacted and notified of his/her Prize and fulfilled the requirements set out herein.

5. PRIZE CONDITIONS.

(a) The Grand Prizes must be redeemed and travel must be completed by October 31, 2019. Should Grand Prize Winners and/or Guests be unable to travel on the dates and times designated by the Sponsors, the Grand Prizes will be forfeited and awarded to an alternate winner. All bookings and/or reservations are subject to availability at the time of booking and travel must be reserved a minimum of four (4) weeks prior to the requested departure date. Blackout periods apply, including without limitation:

November 22 – 25, 2018
December 17, 2018 – January 3, 2019
February 18 – 22, 2019
March 11 – 15, 2019
April 19 – 22, 2019
August 1 – 31, 2019

Once a reservation is made, it cannot be changed. All reservations are subject to the terms and conditions set out in Prize Provider's brochure or located on Sunwing Vacations' website located at www.sunwing.ca.

- (a) Grand Prize Winners and Guests will be responsible for all incidental costs and expenses not explicitly included in the Grand Prizes, including without limitation, travel and medical insurance, travel documentation, airport improvement fees, bag check fees, gratuities, telephone calls, connecting flights, sightseeing tours and other in-destination activities, travel related fees/surcharges, excess baggage fees, cost associated with obtaining necessary vaccinations, items of personal nature, additional meals and drinks, entertainment or in room movies, room upgrades, in-room charges, transportation for the confirmed Grand Prize Winners and his/her Guests to and from the Grand Prize Winners' or his/her Guests' homes to the Toronto Pearson International Airport and any other expense not explicitly included in the Grand Prizes. Grand Prize Winners may be required to present a valid major credit card upon check-in at the hotel to cover any expenses over and above the standard room charge.
- (b) Guests must be of the age of majority or older in their province or territory of residence, be legally able to travel to the Destination and have any and all necessary documentation as may be required for presentation to Canadian and/or International customs and airport personnel, and comply with the Contest Rules and sign and return the Release (described below).
- (c) 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. Prize Provider reserves the right to structure travel routes and select hotels in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight except at the sole discretion of Prize Provider. Elements of the Grand Prizes (including, without limitation, airfare and lodging) may not be used towards frequent flyer miles or other loyalty programs.
- (d) Prizes must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsors and/or Prize Provider. Any unused, unclaimed or declined portion of a Prize will be forfeited, have no cash value and the Sponsors shall have no obligation to provide either an alternative or value-in-kind. The Sponsors reserve the right, in their sole discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason.
- (e) The Sponsors shall not assume any liability for lost, damaged or misdirected Prizes.

6. WINNER SELECTION.

- (a) Each entrant shall be eligible to win only one (1) Secondary Prize OR one (1) Grand Prize. Before being declared a Winner, the selected entrants shall be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited, mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail, to comply with the Contest Rules and sign and return the Release (described below).
- (b) The odds of being selected as a potential winner are dependent upon the total number of people who call the Contest Line during a Cue to Call and the outcome of the Contest game.
- (c) Upon notification, the selected entrant must respond by telephone or e-mail (as specified in the notification) to the contact number or e-mail address provided no later than the indicated deadline set out in the Contest Rules and/or the notification. If the selected entrant does not respond accordingly, he/she will be disqualified and will not receive a Prize and another entrant may be selected in the Sponsors' sole discretion until such time as an entrant satisfies the terms set out herein. The Sponsors are not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsors to receive a selected entrant's response.
- (d) If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible Prize claimants after the Contest's closing date to award the correct number of Prizes.
- 7. **RELEASE.** Winners and Guests will be required to execute a legal agreement and release ("Release") that confirms Winners' and Guests': (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of each of the Sponsors, Prize Provider, and their respective parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the "Releasees") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant to the Sponsors of the unrestricted right, in the Sponsors' collective or individual discretion, to produce, reproduce, display, publish, convert, post, serve, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the Winners' and Guests' name, statements, image, likeness, voice and biography in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof. The executed Release must be returned within two (2) business days of the date indicated on the accompanying letter of notification or the verification as a Winner or the selected entrant will be disqualified and the Prize forfeited.
- **8. INDEMNIFICATION BY ENTRANT.** By entering the Contest, each entrant releases and holds Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from: (a) their participation in the Contest or any Contest-

related activity; (b) the acceptance, use, or misuse of any Prize; or (c) any breach of the Contest Rules. Each entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the entrant's participation in the Contest, without limitation.

- 9. **LIMITATION OF LIABILITY.** The Sponsors and Prize Provider assume no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Sponsors and Prize Provider are not responsible for any incorrect or inaccurate information, whether caused by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. The Sponsors and Prize Provider assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsors and Prize Provider assume no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsors, such as tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest.
- 10. **CONDUCT.** By participating in the Contest, each entrant is deemed to have executed and agrees to be bound by the Contest Rules, which will be posted at www.q107.com and made available at the Station's studios, located at 25 Dockside Drive, Toronto, Ontario throughout the Contest Period. Each entrant further agrees to be bound by the decisions of the Sponsors, which shall be final and binding in all respects. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any Sponsors property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass the Sponsors or any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION. Grand Prize Winners and Guests must at all times behave appropriately when taking part in the trip and observe the Contest Rules and any other rules or regulations in force at the Destination. The Sponsors or Prize Provider reserve the right to remove from the trip, any Grand Prize Winners and/or Guests who breaks such rules and/or fails to behave appropriately and to disqualify such Grand Prize Winners and/or Guests.

11. PRIVACY / USE OF PERSONAL INFORMATION.

(a) By participating in the Contest, each entrant: (i) grants to the Sponsors and Prize Provider the right to use his/her name, mailing address, age range, telephone number and or e-mail address (collectively the "Personal Information") for the purpose of administering the Contest, including but not limited to contacting and announcing the Winners and coordinating the provision of the Prizes; (ii) grants to the Sponsors and Prize Provider the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (iii) acknowledges that the Sponsors may disclose his/her Personal Information to the Prize Provider, third-party agents and service

- providers of any of the Sponsors in connection with any of the activities listed in (i) and (ii) above.
- (b) Sponsors will use the entrant's Personal Information only for identified purposes, and protect the entrant's Personal Information in a manner that is consistent with the Sponsors Privacy Policy at: http://www.corusent.com/privacy-policy/.
- 12. INTELLECTUAL PROPERTY. All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations is owned by the Sponsors, Prize Provider, and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.
- **TERMINATION.** The Sponsors reserve the right, in their sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.
- 14. LAW. These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsors. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsors in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.
- **DISCREPANCY.** In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.
- 16. SOCIAL MEDIA. This Contest is in no way sponsored, endorsed or administered by any social media platforms on which the Contest may have been promoted and/or publicized, including but not limited to Facebook and/or Twitter. Any personal information provided in connection with the Contest is being provided to the Sponsors and any questions, comments or complaints regarding the Contest must be directed to the Sponsors.