

## WORD OF THE DAY CONTEST RULES

THE WORD OF THE DAY 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**”).

SPONSOR OF THE CONTEST IS CORUS RADIO INC.

**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 in the province of Ontario or older at the time of entry;
- (c) include the correct Daily Word (as defined below) on their entry form on the Contest Website (as defined below);
- (d) be legally able to travel to California, United States and have any and all necessary documentation as may be required for presentation to Canadian and/or International customs and airport personnel; and
- (e) live within one hundred (100) kilometer radius of the City of London, Ontario.

Employees of Corus Radio Inc. operating 103.1 Fresh Radio London (the “**Station**”) and its parents, affiliates, subsidiaries, related companies, successors and assigns (together with the Station, “**Corus**”), The Walt Disney Company (Canada) Ltd. and its parents, affiliates, subsidiaries, related companies, successors and assigns (collectively “**Prize Provider**” and together with Corus, the “**Parties**”), advertising and promotional agencies, any person who has been confirmed as a winner of any previous Station administered contests within ninety (90) days preceding the Contest start date indicated below and/or the household members of any of the above are not eligible to enter.

Corus 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 Corus for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. Corus reserves the right, in its 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 9:00 a.m. Eastern Time (“**ET**”) on November 12, 2018 and ends at 11:59 p.m. ET on December 6, 2018 (the “**Contest Period**”) after which time the Contest will be closed and no other entries shall be accepted.

**3. HOW TO ENTER.**

- (a) There is no purchase necessary to enter the Contest. Enter using the method of entry outlined. No entries will be accepted by any other means. To enter, tune into the Station

Monday to Friday, during the Contest Period, at 9:00 a.m., 2:00 p.m., and/or 5:00 p.m. ET and listen for the daily word that will be announced on air (the “**Daily Word**”). Then go online to complete and submit the entry form located at [www.1031freshradio.ca](http://www.1031freshradio.ca) (the “**Contest Website**”) and include the correct Daily Word in your entry form. You must provide the correct Daily Word with your entry in order to be eligible.

- (b) Limit of one (1) entry per Daily Word during the Contest Period. In the case of multiple entries, only the first eligible entry will be considered.
- (c) All entries become the sole property of Corus 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) Entries received online shall be deemed to be submitted by the authorized account holder of the e-mail address associated with the entry. For the purpose of the Contest Rules, “authorized account holder” of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Any entrant may be required to provide Corus with proof that they are the authorized account holder of the e-mail address associated with their entry.

#### 4. **PRIZE.**

- (a) There is one (1) prize (the “**Prize**”) available to be won by the Prize winner (the “**Winner**”) consisting of a vacation package for Winner and three (3) guests (each a “**Guest**” and collectively, the “**Guests**”) to the *Disneyland* Resort in California (the “**Destination**”), which shall include:
  - (i) Four (4) round trip coach airfares for the Winner and Guests between the major Canadian International airport closest to Winner's residence (the “**Departure Airport**”) and a Southern California airport (the “**Arrival Airport**”) (with possible layovers; airport, airline carrier and flights to be selected by Prize Provider in its sole discretion);
  - (ii) Four (4) round trip ground transfers for the Winner and Guests between the Arrival Airport and Destination (ground transfers to be selected by Prize Provider in its sole discretion);
  - (iii) Four (4) consecutive nights hotel accommodations at the Destination in a standard room, at a hotel to be selected by Prize Provider in its sole discretion, for Winner and Guests based on quadruple occupancy unless otherwise indicated;
  - (iv) Four (4) 5-Day *Disneyland* Resort *Park Hopper* tickets for use by the Winner and Guests at the Destination; and
  - (v) One (1) Disney gift card for the Winner in the amount of six hundred U.S. Dollars (USD\$600.00).

- (b) The Prize has an approximate value of six thousand nine hundred U.S. dollars (USD\$6,900.00). Actual value of Prize will depend on departure city.
- (c) Winner is not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.
- (d) Prize Provider and/or Prize Provider's representatives will contact the Winner to coordinate the provision of the Prize within five (5) days once the Winner has been successfully contacted and notified of his/her Prize by Corus and fulfilled the requirements set out herein.

## **5. PRIZE CONDITIONS.**

- (a) All bookings and/or reservations are subject to hotel, room, and flight availability at time of booking through a travel agent as designated by Prize Provider at least forty-five (45) days prior to arrival. All reservations are subject to the terms and conditions set out on Prize Provider's website located at <https://disneyland.disney.go.com/ca/>. Blockout dates may apply. Winner and Guests must be available to travel and participate in the Prize between March 1, 2019 and September 1, 2019, and must be able to travel together on the same itinerary. No extensions will be granted. Air transportation must be round-trip from/to the same Departure Airport/Arrival Airport. Certain travel and lodging restrictions apply including airline carrier's regulations and conditions. Airline tickets are non-refundable, non-transferable, and are not valid for upgrades. Prize Provider is not liable for any expenses incurred as a consequence of flight cancellation/delay. Should Winner and/or Guests be unable to travel/participate on the dates and times designated herein by Corus, the Prize will be forfeited and awarded to an alternate winner.
- (b) The terms by which the Disney gift card may be redeemed is governed by Prize Provider's affiliate as described on the website located at <https://www.disneygiftcard.com/ProductInformation/WhereToUse>. Corus is not responsible for administering or ensuring compliance with the terms and conditions relating to the Disney gift card.
- (c) Winner and Guests will be responsible for any and all incidental costs and expenses not explicitly included in the Prize including, without limitation, transportation to and from the Departure Airport, travel, health and medical insurance, travel documentation, airport improvement fees, bag check fees, taxes, gratuities, telephone calls, in-room charges, laundry service, spa treatments, nursery charges, meals, beverages, merchandise, souvenirs, sundries, and parking. Winner 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.
- (d) Guests must: (i) be legally able to travel to California, United States and have any and all necessary documentation as may be required for presentation to Canadian and/or International customs and airport personnel; and (ii) comply with the Contest Rules and sign and return the Release (described below). Once selected by Winner, Guest(s) cannot be changed without the express consent of Prize Provider, which may be withheld for any reason. Winner understands and agrees that Prize Provider has the right, in its sole discretion, to disqualify and remove the Winner or any Guest from any activity at any time if Winner's or such Guest's behaviour at any point is disruptive or may or does cause damage to person, property or the reputation of Prize Provider or otherwise violates

the rules or policies of the Prize Provider or the Destination.

- (e) Prize must be accepted as awarded with no warranty or guarantee, expressed or implied, and cannot be sold, traded, commissioned, separated, transferred, assigned, substituted, redeemed or exchanged for cash, except at the sole discretion of the Parties. If Winner chooses to bring less than the allotted number of Guests, the Prize will be awarded in increments suitable for the actual number of participants with no substitute prize or compensation provided to the Winner. Any unused, unclaimed or declined portion of the Prize will be forfeited, have no cash value and the Parties shall have no obligation to provide either an alternative or value-in-kind. The Parties reserve the right, in their sole discretion, to substitute a prize of equal or greater value if the Prize (or any portion thereof) cannot be awarded for any reason. Theme park attractions and entertainment may be seasonal and subject to change without notice. Terms and conditions as set forth herein and on the theme park tickets and vouchers shall apply. Any damaged, lost or stolen theme park tickets, gift card or travel vouchers will not be replaced. Gift card is not redeemable or exchangeable for cash (except as required by law) and is subject to all terms and conditions of use as established by issuer. Winner acknowledges that he/she is solely responsible for any actions, claims or liabilities of Winner and Guests, related to any use or misuse of the Prize or any Prize-related activity or travel. Persons under the applicable age of majority are not permitted to partake in the Prize without being accompanied by a parent or legal guardian who is over the applicable age of majority, accepts custody and control over any minor, and signs on any minor's behalf all necessary documentation in respect of the Contest or the Prize, including releases. Both the minor and minor's parent/legal guardian will be deemed Guests of the Winner. Winner may not charge any Guest for participating in the Prize.
- (f) Shipped Prizes shall not be insured and Corus shall not assume any liability for lost, damaged or misdirected Prizes.

## **6. WINNER SELECTION.**

One (1) Winner shall be selected as follows:

- (a) On or about December 7, 2018 in London, Ontario, one (1) entrant will be selected by a random draw from all eligible entries received during the Contest Period. The odds of being selected as a potential winner are dependent upon the number of eligible entries received by Corus. Before being declared a Winner, the selected entrant 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 to sign and return the Release (described below).
- (b) THE SELECTED ENTRANT WILL BE NOTIFIED BY E-MAIL NO LATER THAN DECEMBER 14, 2018 AND MUST RESPOND WITHIN FIVE (5) BUSINESS DAYS OF NOTIFICATION. 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 Parties' sole discretion until such time as an entrant satisfies the terms set out herein. The Parties are not responsible for the failure for any reason whatsoever of a selected entrant

to receive notification or for the Parties to receive a selected entrant's response.

- (c) 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.** Winner and Guests will be required to execute a legal agreement and release (“**Release**”) that confirms Winner's 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 Parties 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 Corus of the unrestricted right, in Corus' discretion, to produce, reproduce, display, publish, convert, post, serve, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the Winner's and Guests' names, statements, images, likenesses, voices and biographies, 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 including, without limitation, travel; (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.** Corus assumes no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, 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. Corus is not responsible for any incorrect or inaccurate information, whether caused by website users or 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. Corus assumes 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. Corus assumes 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 Corus, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest and/or the Contest Website.

**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 the Contest Website and made available throughout the Contest Period. Each entrant further agrees to be bound by the decisions of the Parties, which shall be final and binding in all respects. Corus reserves the right, in its 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 and/or the Contest Website or any related promotional website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any Corus property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass Corus or any other person. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, CORUS RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.** Winner 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 and/or any other Prize-related locations. The Parties reserve the right to remove from the Destination and/or any other Prize-related locations, any Winner and/or Guest who breaks such rules and/or fails to behave appropriately and to disqualify such Winner and/or Guest. Any disqualified Winner and/or Guest will forfeit any unawarded elements of the Prize.

**11. PRIVACY / USE OF PERSONAL INFORMATION.**

- (a) By participating in the Contest, each entrant: (i) grants to Corus the right to use his/her name, mailing address, age range, telephone number and e-mail address (collectively the “**Personal Information**”) for the purpose of administering the Contest, including but not limited to contacting and announcing the Winner and coordinating the provision of the Prize; (ii) grants to Corus 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 Corus may disclose his/her Personal Information to third-party agents and service providers of Corus in connection with any of the activities listed in (i) and (ii) above.
- (b) By opting-in you consent to Corus Radio Inc.’s and any of its corporate affiliate’s use of your Personal Information to contact you to promote draws and contests similar to the Contest, promote opportunities to subscribe to newsletters or promotional clubs, and notify you about related products or services.
- (c) Corus 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 Corus 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 Parties 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.

**13. TERMINATION.** Corus reserves the right, in its 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 Corus. 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 Parties 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, except that all disputes arising out of or relating to the Prize provided by Prize Provider shall be resolved by applying the law of California, without regard to conflict of law rules, and shall be solely and exclusively brought in state or in federal courts within Orange County, California. Such claims shall be resolved individually, without resort to any form or class action and all such claims shall be limited to actual out-of-pocket costs incurred, but in no event to include any attorneys' fees.
- 15. 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 Corus and any questions, comments or complaints regarding the Contest must be directed to Corus.