

BC FERRIES VACATIONS RULES

THE BC FERRIES VACATIONS CONTEST (THE “**CONTEST**”) IS INTENDED TO BE CONDUCTED IN THE PROVINCE OF BRITISH COLUMBIA 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 BRITISH COLUMBIA (19 YEARS) AT THE TIME OF ENTRY. VOID IN WHOLE OR IN PART WHERE PROHIBITED BY LAW. ENTRY IN THE CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE “**CONTEST RULES**”).

1. ELIGIBILITY. To be eligible for the Contest, an individual must:

- (a) be a legal resident of the province of British Columbia; and
- (b) be of the age of nineteen (19) years or older at the time of entry.

Employees of Corus Radio Inc. operating CFMI-FM (the “**Station**”) and its parents, affiliates, subsidiaries, related companies, successors and assigns (together with the Station, “**Corus**”), British Columbia Ferry Services Inc. (hereinafter referred to as “**BC Ferries**”) and its affiliates, subsidiaries, related companies, successors and assigns (collectively, “**BC Ferries**” and together with Corus, the “**Sponsors**”), prize suppliers, and promotional and advertising agencies, any person who has been confirmed as a winner of any previous Station or BC Ferries administered contests within thirty (30) days preceding the Contest start date indicated below, 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 12:00 a.m. Pacific Time (“**PT**”) on November 11, 2019 and ends at 11:59 p.m. PT on November 24, 2019 at (the “**Contest Period**”) after which time the Contest will be closed and no other entries shall be accepted.

3. HOW TO ENTER.

- (a) No purchase necessary. To enter, go to the Contest website located at <https://rock101.com/contests/> (the “**Contest Website**”) and complete and submit the official Contest entry form prior to the end of the Contest Period.
- (b) Limit of one (1) entry per person during the Contest Period. In the case of multiple entries by the same person, only the first entry will be eligible and the remainder will be void.
- (c) All entries become the sole property of the Station and will not be returned for any reason. Entries must be received prior to the Contest Period entry deadline, November 24, 2019 at 11:59 p.m. PT. 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 Contest winner.
- (d) Entries shall be deemed to be submitted by the authorized account holder of the e-mail address associated with the entry. For the purposes of this 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. The selected entrant may be required to provide the Sponsors with proof that the selected entrant is the authorized account holder of the e-mail address associated with the corresponding entry.

4. PRIZE.

- (a) There is one (1) Prize (the “**Prize**”) available to be won by the Prize winner (the “**Winner**”), consisting of one (1) Storm Watching Getaway for two (2) people to Tofino, which includes:
 - (i) Three (3) nights’ accommodation in a One Bedroom Ocean Suite for the Winner and his/her guest (the “**Guest**”) based on double occupancy at Pacific Sands Beach Resort;
 - (ii) Twenty Five Dollar (CDN \$25.00) gift card to spend at Tofitian Café in Tofino, BC;
 - (iii) One (1) welcome basket; and
 - (iv) Return ferry travel between Metro Vancouver and Vancouver Island for the Winner and Guest travelling in one (1) standard vehicle.
- (b) The Prize has an approximate retail value of One Thousand Four Hundred and Fifty Canadian dollars (CDN \$1,450.00).
- (c) Winner shall not be entitled to receive the difference, if any, between the actual Prize value and the stated approximate Prize value.
- (d) The Sponsors and/or the Sponsors’ representatives will contact the selected entrant to coordinate the provision of the Prize within five (5) business days once such selected entrant has been successfully contacted, notified of his/her Prize, fulfilled the requirements set out herein and been declared the Winner.

5. PRIZE CONDITIONS.

- (a) Travel must be take place before December 30, 2020. If Winner and his/her Guest cannot complete travel by date specified, the Prize will be forfeited in its entirety. Blackout dates include June 1 – September 30, 2019, and all Holidays/Long Weekends. Additional blackout dates may apply, The Prize is subject to availability of accommodation and ferry travel at the time of booking for two (2) people and one (1) standard vehicle. The Prize has no cash value.
- (b) The Winner and his/her Guest are solely responsible for all costs not expressly described herein, including, without limitation, as applicable, all transportation (except included ferry transportation), taxes, fuel/currency surcharges, meals and beverages, room service, gratuities, merchandise, telephone calls, insurance, any required travel documentation and all personal expenses of any kind or nature. 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
- (c) Specific Prize elements are subject to availability and change without notice or compensation. No change in travel arrangements can be made by the Winner once his/her booking has been confirmed. In order to take advantage of the Prize, Winner and Guest will require access to a private vehicle (or alternative means of transportation) at their expense.
- (d) Guest must comply with the Contest Rules and sign and return the Release (described below).

- (e) Prize must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsors. Any unused, unclaimed or declined portion of the Prize will be forfeited and 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 its sole discretion, to substitute a prize of equal or greater value if the Prize (or any portion thereof) cannot be awarded for any reason.

6. WINNER SELECTION.

One (1) Winner shall be selected by the Station as follows:

- (a) On or around November 25, 2019 in Vancouver, British Columbia, one (1) entrant will be selected by a random draw from all eligible entries received during the Contest Period.
- (b) Before being declared a winner, the selected entrant will 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).
- (c) The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Sponsors.
- (d) THE SELECTED ENTRANT WILL BE NOTIFIED BY TELEPHONE OR E-MAIL ON THE DAY OF THE DRAW AND MUST RESPOND WITHIN TWO (2) 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 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.
- (e) 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 Guest will be required to execute a legal agreement and release ("Release") that confirms Winner's and Guest's: (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 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) authorizes the Sponsors to disclose, broadcast, publish or disseminate his/her name, city of residence, photograph, likeness, nickname and voice inside or outside Canada for the period of one (1) year, in connection with any promotion or publicity, and/or for general news, entertainment and information purposes, at no additional compensation to the selected entrant and/or traveling companion beyond the awarding of or participation in the Prize. 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 the 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, possession, 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 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 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. The Sponsors are not responsible for any incorrect or inaccurate information, whether caused by Contest 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. The Sponsors 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 assume no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including for reasons beyond the control of the Sponsors, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the Contest Website, or other factors impacting the administration, security, fairness, integrity or proper conduct of the 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 at the Station's studios, located at 700 West Georgia Street, Suite 2100, Vancouver, BC, V7Y 1K9 throughout the Contest Period. Entrants further agree to be bound by the decisions of the Sponsors, which shall be final and binding in all respects. The Sponsors reserve 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 Website, or any related promotional website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any Corus's 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 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, THE SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.** Winner and Guest must at all times behave appropriately when taking part in the Prize package and observe the Contest Rules and any other rules or regulations (including those imposed by Prize suppliers) during their Prize-related travel. The Sponsors reserve the right to disqualify any Winner and/or his or her Guest who breaks such rules and/or fails to behave appropriately and to disqualify such Winner and/or Guest.
11. **PRIVACY / USE OF PERSONAL INFORMATION.**
 - (a) By participating in the Contest, each entrant: (i) grants to the Sponsors the right to use his/her name, city, postal code, 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 the Station 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 Station may disclose his/her Personal Information to third-party agents and service providers of the Station in connection with any of the activities listed in (i) and (ii) above.

- (b) By entering the Contest, entrants consent to the manner of collection, use and disclosure of Personal Information as set out Corus Radio Inc.'s privacy policy, which is available at <https://www.corusent.com/privacy-policy/>, and in the case of the Winner's and Guest's Personal Information, also as set out in British Columbia Ferry Services Inc.'s Website Privacy Statement, which is available at http://www.bcferries.com/about/privacy_statement.html. Any inquiry concerning the Personal Information held by the Contest Sponsors should be addressed to privacy@corusent.com. Entrants will have the opportunity to consent to receive information about special offers and promotions from BC Ferries. If an entrant chooses to consent, his/her Personal Information (specifically, first name, last name, email address, city, and postal code) will also be disclosed by Corus to BC Ferries which will use it to administer their subscription in accordance with BC Ferries' Website Privacy Statement at: http://www.bcferries.com/about/privacy_statement.html.
- (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: 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 used in connection with the Contest are owned by the Sponsors and/or its 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.** The Sponsors reserve 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 the Sponsors and/or the Contest. 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 including procedural provisions 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.
- 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 Website, Contest entry form, or point of sale, television, print, online or other 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 be promoted and/or publicized 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.