

## ROCK 101'S VERY MARIACHI CHRISTMAS RULES

THE ROCK 101'S VERY MARIACHI CHRISTMAS 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 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, at the time of entry:

- (a) be a legal resident of the province of British Columbia;
- (b) be of the age of majority or older; and
- (c) be legally able to travel to Mexico or Dominican Republic (collectively, the "**Destination**"), 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 CFMI-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, any person who has been confirmed as a winner of any previous Station administered contests within thirty (30) days, 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 6:00 a.m. Pacific Time ("**PT**") on November 25, 2019 and ends at 6:00 p.m. PT on December 20, 2019 (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 below. No entries will be accepted by any other means.
  - (i) Listen to the Station Monday to Friday during the Contest Period (except statutory holidays) between 6:00 a.m. and 6:00 p.m. PT. for the entire song "*Feliz Navidad*" by Jose Feliciano to be played (the "**Cue to Call**"). Upon hearing the Cue to Call, listeners are invited to call (604) 280-1011 (the "**Contest Line**"). The tenth (10<sup>th</sup>) caller through the Contest Line will, subject to these Contest Rules, qualify to win one (1) of six (6) Prizes, as described below.

- (b) Limit of one (1) entry per household 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 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) **Prizes.** There are six (6) Prizes (“**Prizes**”) available to be won by the Prize winners (“**Winners**”) each consisting of one (1) of the following travel package:
  - (i) **Prize #1, three available:** A trip for two (2) to the Riviera Maya, Mexico which shall include:
    1. Round-trip economy airfare onboard a Sunwing Airlines operated flight for the Winner and his/her Guest leaving together from the same gateway, on the same itinerary, from Vancouver International Airport to Cancun, Mexico;
    2. Round-trip ground transportation for the Winner and Guest between the airport and hotel in Cancun, Mexico;
    3. Seven (7) nights standard hotel all-inclusive accommodation at the Riu Palace Riviera Maya in Mexico for the Winner and Guest based on double occupancy;
    4. All taxes and processing fess (including but not limited to departure taxes, hotel taxes, air seat/airline taxes, and applicable federal, provincial, municipal , state and/or local taxes); and
    5. This Prize has an approximate value of Four Thousand One Hundred and Ninety Canadian dollars (CDN\$4,190.00) each.
  - (ii) **Prize #2, three available:** A trip for two (2) to the Punta Cana, Dominican Republic which shall include:

1. Round-trip economy airfare onboard a Sunwing Airlines operated flight for the Winner and his/her Guest leaving together from the same gateway, on the same itinerary, from Vancouver International Airport to Punta Cana, Dominican Republic;
  2. Round-trip ground transportation for the Winner and Guest between the airport and hotel in Punta Cana, Dominican Republic;
  3. Seven (7) nights standard hotel all-inclusive accommodation at the Riu Palace Punta Cana in the Dominican Republic for the Winner and Guest based on double occupancy;
  4. All taxes and processing fees (including but not limited to departure taxes, hotel taxes, air seat/airline taxes, and applicable federal, provincial, municipal, state and/or local taxes); and
  5. This Prize has an approximate value of Two Thousand Five Hundred and Fifty Canadian dollars (CDN\$2,550.00) each.
- (b) Winners are not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.
- (c) Prizes will be distributed within ten (10) days after each Winner has been successfully contacted and notified of his/her Prize and fulfilled the requirements set out herein.

## **5. PRIZE CONDITIONS.**

- (a) The Prizes must be redeemed and travel must take place from January 1, 2020 through April 7, 2020 for Dominican Republic, and January 1, 2020 and December 31, 2020 for Mexico. Travel is subject to availability and must be requested a minimum of four (4) weeks prior to the requested departure date. Blackout periods apply, including without limitation: Jan 18 - 25, Feb 12 – 22, and Mar 11 – 15, 2020 - subject to availability. Once reservation is made, it cannot be changed. All reservations are subject to the terms and conditions set out in Sunwing Vacations' brochure or located on Sunwing Vacations' website located at [www.sunwing.ca](http://www.sunwing.ca). Should Winners and/or Guests be unable to travel on the dates and times designated by the Sponsors, the Prize will be forfeited and awarded to an alternate winner.
- (b) Winners and Guests will be responsible for all incidental costs and expenses not explicitly included in the 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 Winner and his/her Guest to and from the Winner's or his/her Guest's homes to the Vancouver International Airport and any other expense not explicitly included in the Prizes. 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.
- (c) 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).

- (d) Sunwing Airlines operates out of the Vancouver International Airport (YVR) into the Punta Cana International Airport (PUJ) only for the winter flying season of December 16, 2019 until April 27, 2020. As Sunwing Airlines does not operate year- round in many Canadian gateways and Sunwing Airlines has stopped flying for the season out of the Winners' closest Canadian gateway for their requested travel dates- it is left at Winners' responsibility to make your way to the next closest Canadian gateway with operating flights for the requested departure dates.
- (e) 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 a Prize (including, without limitation, airfare and lodging) may not be used towards frequent flyer miles or other loyalty programs.
- (f) 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 the Prize (or any portion thereof) cannot be awarded for any reason.
- (g) 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) Prize. 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 in person at the Station's Studios 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.
- (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, the 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 the 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 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 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 website users 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 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 [www.rock101.com](http://www.rock101.com) and made available at the Station's studios, located at #2100 – 700 West Georgia Street, Vancouver BC, V7Y1K9 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, 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 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 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. 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 Winner or 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 and the 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 the Sponsors in connection with any of the activities listed in (i) and (ii) above.
- (b) By opting-in online you consent to Sponsors' disclosure of your Personal Information to Sunwing Vacations Inc. so that you may be contacted to promote opportunities to subscribe to newsletters or promotional clubs, and notify you about related products or services. Sunwing Vacations Inc. 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 Sunwing Vacations Inc.'s Privacy Policy at: <http://www.sunwing.ca/PrivacyPolicy.asp>
- (c) 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.rock101.com/privacy>.

#### **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, the 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.

13. **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.
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 the Sponsors and any questions, comments or complaints regarding the Contest must be directed to the Sponsors.