

CFOX SPLASH OR CASH RULES

THE CFOX SPLASH OR CASH 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:

- (a) be a legal resident of the province of British Columbia;
- (b) be of the age of majority or older at the time of entry;
- (c) be legally able to travel to Mazatlán, Mexico and have any and all necessary documentation as may be required for presentation to Canadian and/or International customs and airport personnel; and
- (d) be willing and able to accept the Prize as awarded.

Employees of Corus Radio Inc. operating CFOX-FM (the “**Station**”) and its parents, affiliates, subsidiaries, related companies, successors and assigns (together with the Station, the “**Sponsor**”), and 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 Sponsor 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 Sponsor for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsor 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 8:00 a.m. Pacific Time (“**PT**”) November 4, 2019 and ends at 4:00 p.m. PT on December 6, 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 November 11, 2019) at approximately 8:00 a.m., 11:00 a.m., and 4:00 p.m. PT for the cue to call to be played (the “**Cue to Call**”). Upon hearing the Cue to Call, listeners are invited to call 604-280-2369 (the “**Contest Line**”). The ninth (9th) caller who gets through to the Contest Line will be offered the opportunity to: (i) be entered into the Grand Prize draw (a “**On-Air Qualifier**”) OR (ii) accept a Secondary Prize which could be either a cash prize of CDN \$1.00 OR

CDN \$1,000.00 as described below, in lieu of an entry to the Grand Prize draw. There will be three (3) Cues to Call daily.

- (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 Sponsor 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. Sponsor recommend turning on a radio to the Station for the Cue to Call. Sponsor 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 Sponsor, be disqualified and the Releasees (defined below) will not be liable in any way.

4. PRIZES.

- (a) **Grand Prizes.** There are five (5) 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 Mazatlán, Mexico (the “**Destination**”) which shall include:
 1. Round-trip economy airfare onboard Sunwing Airlines for the Winner and his/her guest (the “**Guest**”) leaving together from the same gateway, on the same itinerary, from Vancouver International Airport to the Destination;
 2. Ground transportation for the Winner and Guest between the airport and hotel in the Destination;
 3. Seven (7) nights hotel all-inclusive accommodation at El Cid Castilla Beach for the Winner and Guest based on double occupancy;
 4. All Inclusive meal plan; and
 5. All hotel taxes and processing fees; and
 6. 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 value of Two Thousand One Hundred and Sixty-Five Canadian Dollars (CDN \$2,165.00).

- (c) **Secondary Prizes.** There are at least seventy (72) secondary prizes (each, a “**Secondary Prize**”) available to be won by the Secondary Prize winners (the “**Secondary Prize Winners**”), each of which consists of one (1) of the following denomination:
1. Twenty-Five (25) x One Thousand Canadian dollars (CDN\$1,000); and
 2. Forty-Seven (47) x One Canadian dollar (CDN\$1.00).

The value of the Secondary Prize awarded will be determined by the Station in its sole discretion. The number of Secondary Prizes available to be won will diminish as they are awarded. Any unawarded Secondary Prizes at the end of the Contest Period will not be awarded.

- (d) Grand Prizes and Secondary Prizes are hereafter collectively referred to as “**Prize**” or “**Prizes**”. Grand Prize Winners 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) Winners will be contacted by the Station’s representatives to coordinate the provision of the Prizes within three (3) 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) Travel must be completed by June 30, 2020. 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: Nov 21 – 28, Dec 17 – Jan 4, Jan 18 – 25, Feb 12 – 22, Mar 11 – 15, Apr 8 – 22, May 23 – 30, June 27 – July 4 and Aug 01 – 31 subject to availability. If you are unable to travel during the Travel Period, you will be required to forfeit the prize and an alternate winner may be selected at Sponsor/Prize Provider’s sole discretion. Once a reservation is made, it cannot be changed.
- (b) Sunwing Airline operates out of the Vancouver International Airport (YVR) into the Mazatlán International Airport (MZT) only for the winter flying season of November 8, 2019 until April 17, 2020. If a Grand Prize Winner choose to fly before or after these dates it is at your own expense to cover your connecting flights into the closest Sunwing operating Canadian gateway. As Sunwing Airlines does not operate year-round in many Canadian gateways and Sunwing Airlines has stopped flying for the season out of your closest Canadian gateway for your requested travel date, it is the Grand Prize Winner’s responsibility to make your way to the next closest Canadian gateway with operating flights for your requested departure dates.
- (c) All reservations are subject to the terms and conditions set out in Sunwing’s brochure or located on Sunwing’s website located at www.sunwing.ca
- (d) Grand Prize Winners and Guests will be responsible for all incidental costs and expenses not explicitly included in the Grand Prize, including without limitation, travel and medical insurance, travel documentation, airport improvement fees, bag check fees, tips and 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 Winner and his/her Guest to and from the Grand Prize Winner's or his/her Guest's homes to Vancouver International Airport and any other expense not explicitly included in the Grand Prize. 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.

- (e) Guests must be of the age of majority or older in the province of British Columbia, 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).
- (f) 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 Prize (including, without limitation, airfare and lodging) may not be used towards frequent flyer miles or other loyalty programs.
- (g) Prizes must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsor and/or Prize Provider. Any unused, unclaimed or declined portion of a Prize will be forfeited, have no cash value and the Sponsor shall have no obligation to provide either an alternative or value-in-kind. The Sponsor reserves 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.

6. WINNER SELECTION.

Five (5) Grand Prize Winners shall be selected by the Sponsor as follows:

- (a) On each of November 12, 18 and 25, and December 2 and 9, 2019 (except on statutory holidays where the draw shall take place in the following business day) in Vancouver, British Columbia, one (1) eligible On-Air Qualifier will be randomly selected from all eligible entries received by 6:00 pm PT on the Friday preceding the draw date, as described below. **Entries will not rollover to subsequent weeks.**
- (b) 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 sign and return the Release (described below).
- (c) The odds of being selected as an On-Air Qualifier or Secondary Prize Winner are dependent upon the total number of eligible entrants who call the Contest Line upon hearing the Contest Cue and the entrants' decision to enter the Grand Prize draw or accept a Secondary Prize. Once entered into the Grand Prize draw, the odds of winning a

Grand Prize are one (1) in fifteen (15), except for the November 18, 2019 draw where the odds are one (1) in twelve (12).

Odds of winning a \$1,000.00 CDN Secondary Prize are approximately twenty-five (25) in seventy-two (72). Odds of winning a \$1.00 CDN Secondary Prize are approximately forty-seven (47) in seventy-two (72).

- (d) THE SELECTED ENTRANTS WILL BE NOTIFIED BY TELEPHONE NO LATER THAN THREE (3) BUSINESS DAYS OF NOTIFICATION 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 Sponsor's sole discretion until such time as an entrant satisfies the terms set out herein. The Sponsor is not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsor 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.** 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 Sponsor and 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 Sponsor 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 three (3) 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 Sponsor 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 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 Sponsor 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 Sponsor 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 Sponsor 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 Sponsor, 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 <https://cfox.com/> and made available at the Station's studios, located at Suite 2000 – 700 West Georgia Street, Vancouver, BC V7Y 1K9 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 Sponsor 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 Sponsor property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass the Sponsor 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 SPONSOR 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 Sponsor or Prize Provider reserve the right to remove from the trip any Grand Prize Winner or Guest who breaks such rules and/or fails to behave appropriately and to disqualify such Grand Prize Winner or Guest.

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

- (a) By participating in the Contest, each entrant: (i) grants to the Sponsor 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 Sponsor 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 Sponsor may disclose his/her Personal Information to the Prize Provider, third-party agents and service providers of the Sponsor in connection with any of the activities listed in (i) and (ii) above.

(b) Sponsor 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 Sponsor's Privacy Policy at: <https://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 Sponsor, 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 Sponsor 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 the Sponsor. 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 Sponsor 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 Sponsor and any questions, comments or complaints regarding the Contest must be directed to the Sponsor.