

## FRESH 93.1 FLYAWAY RULES

THE FRESH 93.1 FLYAWAY 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 OR OLDER IN THE PROVINCE OF ONTARIO 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 at the time of entry;
- (c) be legally able to travel to Montego Bay, Jamaica (the “**Destination**”), and have any and all necessary documentation as may be required for presentation to Canadian and/or International customs and airport personnel;
- (d) be willing and able to accept the Prize (defined below) as awarded; and
- (e) be available to travel and participate in the Grand Prize (defined below) as outlined in section 5 (c).

Employees of Corus Radio Inc. operating CHAY-FM (the “**Station**”) and its parents, affiliates, subsidiaries, related companies, successors and assigns (together with the Station, “**Corus**”), Sandals and Beaches Resorts (“**Sandals**”), Unique Vacations Canada Inc., and their affiliates, subsidiaries, related companies, successors and assigns (collectively “**Sandals**”, “**Unique Vacations Canada Inc.**” and together with Corus, the “**Sponsors**”), 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 8:01 a.m. Eastern Time (“**ET**”) on February 14, 2020 and ends at 4:59 p.m. ET on February 28, 2020 (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) To enter, complete and submit the entry form located at <https://931freshradio.ca/> (the “**Contest Website**”).

Starting on February 18, 2020 and ending on February 28, 2020 listen to the Station Monday to Friday during the Contest Period at 8:00 a.m. ET and 5:00 p.m. ET when an entrant's name will be randomly selected from the eligible entries received and announced on air (the "**Cue to Call**"). Upon hearing the Cue to Call, the selected entrant is invited to call 1-877-242-9931 (the "**Contest Line**") within nine (9) minutes and thirty-one (31) seconds. The selected entrant who gets through the Contest Line within the allotted time will qualify to win a Qualifying Prize (defined below) and enter the Grand Prize (defined below) draw (each a "**Qualifier**").

If a selected entrant fails to call within the allotted time, his/her name goes back in the pool of entries and the Contest will resume in the next scheduled Cue to Call.

**There will be two (2) Cue to Calls daily on weekdays.**

- (b) During the Contest Period, any contestant who wins a Qualifying Prize may not participate in any further Cues 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) 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 the Sponsors with proof that they are the authorized account holder of the e-mail address associated with their entry.
- (e) 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.
- (f) 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 is one (1) grand prize ("**Grand Prize**") available to be won by the Grand Prize winner ("**Grand Prize Winner**") consisting of:
  - (i) One (1) trip for two (2) to Montego Bay, Jamaica (the "**Destination**") which shall include:

1. Return airfare, based on economy class, for the Grand Prize Winner and his/her guest (“**Guest**”) between Toronto Pearson International Airport to the Destination during the Travel Period (defined below);
  2. Seven (7) nights’ all-inclusive accommodation (based on double occupancy, run of the house room) at Sandals® Ochi Beach Resort (eighteen (18) years older or older resort) during the Travel Period;
  3. All hotel taxes and processing fees;
  4. Airport improvement fees, departure taxes, fees and surcharges;
  5. Land airport-hotel transfers in the Destination; and
  6. All meals, unlimited premium brand beverages, daily and nightly entertainment, all land and water sports including scuba diving (for certified divers), Wi-Fi in all rooms and public areas, and gratuities.
  7. The Grand Prize has an approximate value of Five Thousand Canadian dollars (CDN \$5,000.00).
- (b) **Qualifying Prizes.** There are eighteen (18) qualifying prizes (each, a “**Qualifying Prize**”) available to be won by the Qualifying Prize winners (the “**Qualifying Prize Winners**”), each of which consists of a gift certificate valued at Twenty Canadian dollars (\$20.00) to the stores as announced by the Station.
- (c) The terms by which the gift certificates may be redeemed are governed by the individual retailer or service provider. Corus is not responsible for administering or ensuring compliance with the terms and conditions relating to the gift certificates.
- (d) Grand Prize, and Qualifying Prizes are hereafter collectively referred to as “**Prize**” or “**Prizes**”. Grand Prize Winner, and Qualifying 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 may claim Prizes at the Station studios in Barrie, Ontario, 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 Prize Winner and Guest must be available to travel and participate in the Grand Prize during the Travel Period. Should Grand Prize Winner and/or Guest be unable to travel on the dates and times designated by the Sponsors, that Grand Prize will be forfeited and awarded to an alternate winner.
- (b) Grand Prize Winner and Guest will be responsible for all incidental costs and expenses not explicitly included in the Grand Prize, transportation to and from originating airport,

travel and medical insurance, travel documentation, airport improvement fees, bag check fees, taxes, gratuities, telephone calls, in-room charges, telephone calls, Red Lane® Spa treatments and services, specialty dining (i.e. private candlelight dinners), tours and excursions, inter-island transportation, SCUBA certification courses, island departure taxes, purchases made at Sandals Specialty Shops, and any other expense not explicitly included in the Grand Prize. Grand Prize 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. Valid Canadian Passport required for International travel and must be valid for at least six (6) months beyond the return date.

- (c) The Grand Prize trip must be taken between April 1, 2020 and December 15, 2020 (the “**Travel Period**”), subject to availability. Blackout periods may apply. Reservations may not be confirmed until thirty (30) days prior to the selected travel date. All Grand Prize elements are subject to availability and substitution. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Sponsors reserve the right to structure travel routes and select hotels in their 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 the Sponsors. The Grand Prize Winner and Guest must travel together on the same itinerary from the same departure airport. Elements of the Grand Prize trip (including, without limitation, airfare and lodging) may not be used towards loyalty programs. If the Grand Prize Winner or Guest is unable to travel during the Travel Period, he or she may be required to forfeit his/her Grand Prize and an alternate winner may be selected in Sponsors’ sole discretion;
- (d) Guest must be of the age of majority or older in the province of Ontario, 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).
- (e) Sandals reserves the right to relocate any processed Grand Prize Winner and Guest from the hotel to an alternate resort within the chain or to alternate dates, based on availability of space.
- (f) 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 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) On or about March 2, 2020 in Barrie, Ontario, one (1) Qualifier will be selected by a random draw from all eligible entries received during the Contest Period. 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).

- (b) The odds of being selected as a potential winner are dependent on the number of eligible entries received by the Sponsors, the ability of the selected entrants to call back the Contest Line during the allotted time, and the number of eligible Qualifiers.
  - (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 Guest will be required to execute a legal agreement and release (“**Release**”) that confirms Winners’ 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, Facebook, Instagram, Twitter, 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 Guest’s 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 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 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 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 the Contest Website and made available at the Station's studios, located at 1125 Bayfield Street North, Barrie, ON., L4M 4Y6, 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 Corus 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. 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 reserve the right to remove from the location, any Grand Prize Winner and/or Guest who breaks such rules and/or fails to behave appropriately and to disqualify such Grand Prize 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, mailing address, age range, telephone number and email 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 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 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) 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: <https://www.corusent.com/privacy-policy/>.

**12. INTELLECTUAL PROPERTY.** All intellectual property, including but not limited to trade-

marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations is owned by the Sponsors 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, Instagram, and/or Twitter. Facebook, Instagram and/or Twitter are completely released of all liability by each entrant in this Contest. 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.