

## COUNTRY 105'S COUNTRY THUNDER STAR RULES

THE COUNTRY 105'S COUNTRY THUNDER STAR CONTEST (THE "CONTEST") IS INTENDED TO BE CONDUCTED IN THE PROVINCE OF ALBERTA 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 ALBERTA 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 Alberta;
- (b) be of the age of majority or older at the time of entry;
- (c) be the sole owner of all right, title and interest (including copyright) in and to the Work (as defined below) submitted in connection with the Contest;
- (d) have not entered into any contractual, sponsorship or other agreement or arrangement in respect of their name, likeness, image, services or performance that in the Sponsor's sole opinion would conflict with their ability to participate; and
- (e) are able to perform at the Competition Date, and Finalist Selection Date (defined below), and on the main stage at Country Thunder Alberta, taking place on August 17, 2019 MT at Prairie Winds Park ("Country Thunder Alberta").

Employees of Corus Radio Inc. operating CKRY-FM (the "Station") and its parents, affiliates, subsidiaries, related companies, successors and assigns (together with the Station, "Corus"), Country Thunder Music Festivals, Lammler's Western Wear & Tack and their affiliates, subsidiaries, related companies, successors and assigns (collectively and together with Corus, the "Sponsors"), advertising and promotional agencies, judges of the Contest, 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. Mountain Time ("MT") on July 2, 2019 and ends at 10:00 p.m. MT on July 16, 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) To enter online, complete and submit the entry form together with a video or

video link and upload it to the Contest page located at <https://country105.com/> (the “**Contest Website**”). The video must include the entrant’s performance of a song of their choice (the “**Song**”), which can be an original song (the “**Work**”), and must comply with the content guidelines as stated below (the “**Contest Guidelines**”). Songs that do not meet the following Content Guidelines are subject to disqualification and/or removal from the Contest (if applicable) at any time, all of which shall be determined in the Sponsors’ sole and absolute discretion.

All Songs/Work must comply with the following requirements:

1. be a minimum of two (2) minutes in length up to a maximum of five (5) minutes;
  2. not require any payments to be made by the Sponsors to the entrant or third parties, including without limitation, persons who contributed to the Song, licensors, unions or guilds;
  3. if an original Work, must be owned by the entrant and not infringe the rights of any third party;
  4. not be unlawful, defamatory, disparaging or discriminatory of any individual or group of persons;
  5. be free from vulgar or sexually explicit language, expletives or suggestions of violence, references to illegal or inappropriate activity, behaviour or conduct, references to commercial products; or any other references that could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsors in their sole discretion;
  6. not infringe the privacy rights of any person, living or deceased, famous or non-famous, including without limitation, that it may not reveal any personal information about another individual; and
  7. not infringe on the intellectual property or other rights of any other person or entity.
- (b) By participating in this Contest, each entrant represents and warrants that the Work: (i) does not contain any material, language or gestures that are libelous, defamatory, indecent, profane, obscene or violent and does not violate any laws relating to hate speech or otherwise; (ii) is original, solely created by the entrant and that no third party participated as an author, co-author or otherwise in the creation of the Work or any part thereof, and all right, title and interest (including copyright) therein is owned and/or controlled by the entrant to the full extent necessary to enable the Sponsors to use the Work as contemplated by these Contest Rules; (iii) does not infringe upon the intellectual property right, proprietary interest or other statutory or common law rights of any third party; (iv) does not contain any recognizable logos or any other copyrighted material; (v) does not contain any mention, endorsement, or “plug” any commercial product, service, venture or thing, including, without limitation, the name of your employer; and (vi) has not been submitted in connection with any other contest and/or promotional campaign.

- (c) Entrants understand and agree that the Sponsors, its agents, and others working for it or on its behalf may photograph, film and record the entrants performing the Songs/Work at Competition Date, and Finalist Selection Date (defined below). By entering the Contest, entrants irrevocably grants to the Sponsors the unlimited right and permission to: (i) photograph, film and/or make audio and/or visual recordings of his/her voice and likenesses (if applicable) when performing the Song/Work at the Competition Date, or at any pre- or post-filming deemed required by the Sponsors (the "**Recordings**"); (ii) use any photographs and his/her name, voice, likeness and biographical information in the Recordings (the "**Appearance**"); and (iii) reproduce, copy, distribute, publish, display, exhibit, exploit, broadcast or otherwise use, in whole or in part, the Appearance, the Recordings and all subsidiary, ancillary and related rights therein, in any and all media, whether now known or hereafter devised, including, without limitation, broadcast and internet based media, throughout the universe, in any and all languages for any lawful purpose, including, without limitation, for advertising the Sponsors and/or their products and services.
- (d) Limit of one (1) entry per person or band during the Contest Period. In the case of multiple entries, only the first eligible entry will be considered.
- (e) All entries including the Work, 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.
- (f) 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.

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

- (a) **Prize.** There is one (1) prize ("**Prize**") available to be won by the Prize winner ("**Winner**") consisting of:
  - (i) Opportunity to perform at the main stage at Country Thunder Alberta taking place at Prairie Winds Park on August 17, 2019; and
  - (ii) One (1) gift certificate in the amount of One Thousand Canadian dollars (CDN\$1,000.00) from Lammler's Western Wear & Tack redeemable at any store location.
- (b) The Prize has an approximate value of Eleven Thousand Canadian dollars (CDN\$11,000.00).
- (c) Winner are not entitled to monetary difference between actual Prize value and stated

approximate Prize value, if any.

- (d) The Sponsors and/or the Sponsors' representatives will contact the Winner to coordinate the provision of the Prize within five (5) days once such Winner has been successfully contacted and notified of his/her Prize and fulfilled the requirements set out herein.

## 5. PRIZE CONDITIONS.

- (a) Winner must be available to participate in the Prize on August 17, 2019. Should Winner be unable to participate on the dates and times designated by the Sponsors, the Prize will be forfeited and awarded to an alternate winner.
- (b) Winner will be responsible for all incidental costs and expenses not explicitly included in the Prize including but not limited to transportation to Country Thunder Alberta, meals, accommodation, snacks and beverages, or items of a personal nature.
- (c) In the event that Country Thunder Alberta is cancelled for any reason whatsoever, that portion of the Prize shall be deemed fulfilled and will not be substituted, except in the sole discretion of the Sponsors.
- (d) The terms by which the gift certificate may be redeemed are governed by Lammle's Western Wear & Tack. Corus is not responsible for administering or ensuring compliance with the terms and conditions relating to the gift certificate.
- (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 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.
- (f) The Sponsors shall not assume any liability for lost, damaged or misdirected Prizes.

## 6. WINNER SELECTION.

One (1) Winner shall be selected as follows:

- (a) On July 17, 2017, five (5) eligible entrants will be selected by the Sponsors and/or their representatives (the "**Judges**") as judges' choice semi-finalists (the "**Judges' Choice Semi-Finalists**") based on the following equally weighted criteria: a) voice; b) stage presence; c) rapport with audience; and d) overall impression (the "**Criteria**").
- (b) Listeners will be invited to vote online for their favourite entrant on the Website from July 17, 2019 12:00 a.m. MT until July 24, 2019 at 11:59 p.m. MT. **Online voting is open to the general public and is limited to one (1) vote per person per day.** Votes are subject to verification and will be declared invalid if they are reproduced, falsified, altered or tampered with in any way. On July 25, 2019, one (1) eligible entrant with the highest votes as of July 24, 2019 at 11:59 p.m. MT will be selected as the people's choice semi-finalist (the "**People's Choice Semi-Finalist**").

- (c) The People's Choice Semi-Finalist and the Judges' Choice Semi-Finalists are hereafter collectively referred to as a "**Semi-Finalist**" or "**Semi-Finalists**". Each Semi-Finalist will be required to perform on July 31, 2019 at The King Eddy (438 9 Ave SE, Calgary, AB T2G 0R9) at a time to be determined by the Sponsors ("**Competition Date**"). Semi-Finalists must sign a participant declaration and release form prior their performance and present valid photo identification.
  - (d) Three (3) Semi-Finalists will be chosen by the Judges based on the Criteria at the Competition Date (the "**Finalists**"). All Finalists will be invited to perform on August 7, 2019 at The King Eddy (438 9 Ave SE, Calgary, AB T2G 0R9) at a time to be determined by the Sponsors ("**Finalist Selection Date**") wherein, one (1) Finalist will be chosen by the Judges based on the Criteria as the Winner.
  - (e) The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Sponsors, the public voting, and the quality of the Song/Work performance judged against the Criteria.
  - (f) The Judges, in their absolute discretion, shall select the Winner based upon the above Criteria. The decisions of the Judges shall be final and binding and may not be challenged in any way.
  - (g) **THE SELECTED ENTRANT WILL BE NOTIFIED IN PERSON NO LATER THAN AUGUST 7, 2019 AT 10:00 P.M. MT 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.
  - (h) 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 will be required to execute a legal agreement and release ("**Release**") that confirms Winner'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) 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 Winner's name, statements, image,

likeness, voice and biography and the Work, 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. RIGHTS CLEARANCE.** By providing the Work to the Sponsors in connection with the Contest, each entrant shall retain all right, title and interest (including copyright) in and to the Work and shall grant to the Sponsors a worldwide, gratuitous, irrevocable, and non-exclusive licence to copy, modify, produce, reproduce, display, publish, exhibit, distribute, convert, adapt, post, serve, broadcast, communicate by telecommunication, transmit and otherwise use or reuse the Work for use in all media now known or hereafter devised in perpetuity beginning on the date of entry, including, but not limited to, in connection with the administration, promotion and exploitation of the Contest. Sponsors assume no responsibility for any claims of infringement of rights to copyright, privacy, personality or otherwise, and all such liability shall remain with the entrant. Sponsors reserve the right to exclude any Work for any reason whatsoever, including but not limited to, on the basis of concerns relating to the rights of third parties, including but not limited to privacy, copyright, defamation, rights of personality, obscenity or hate speech, as determined by Sponsors in their sole discretion.
- 10. 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 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 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 tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest.
- 11. 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 3320 17<sup>th</sup> Avenue SW, Calgary AB throughout the Contest Period. Each entrant further agrees to be bound by the decisions of the Sponsors and Judges, 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 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 the Sponsors 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 SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.

**12. 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, e-mail address and submitted Work (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 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: <http://www.corusent.com/privacy-policy/>.

**13. 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 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.

**14. 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.

**15. 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.

**16. 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.

17. **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.