

## THE ISLAND ESCAPE TO MAUI RULES

THE ISLAND ESCAPE TO MAUI 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 TWENTY-ONE YEARS OF AGE OR OLDER IN THE PROVINCE OF ALBERTA 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 twenty-one (21) years of age or older at the time of entry;
- (c) be legally able to travel to the United States of America and have any and all necessary documentation as may be required for presentation to Canadian and/or International customs and airport personnel;
- (d) be legally able and available to travel to and from the Edmonton International Airport (YEG) between December 8, 2019 and December 13, 2019; and
- (e) have a valid driver’s license and car insurance sufficient to cover a car rental before and for the duration of the prize trip.

Employees of Corus Radio Inc. operating CISM-FM (the “**Station**”) and its parents, affiliates, subsidiaries, related companies, successors and assigns (together with the Station, the “**Sponsors**”), WestJet, an Alberta Partnership, WestJet Vacations Inc., Marriott International, Inc., Budget Car Inc., and their affiliates, subsidiaries, related companies, successors and assigns (collectively WestJet, WestJet Vacations Inc., Marriott International, Inc., and Budget Car Inc., are referred to as the “**Prize Suppliers**”), advertising and promotional agencies, any person who has been confirmed as a winner of any previous Station administered contests within thirty (30) days preceding the Contest start date indicated below where the prize was valued over One Thousand Canadian dollars (CDN\$1,000.00), 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. Mountain Time (“**MT**”) on September 9, 2019 and ends at 7:00 p.m. MT on November 8, 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 7:00 p.m. MT for the Contest cue-to-call to be played (the “**Cue to Call**”). Upon hearing the Cue to Call, listeners are invited to call 780-421-1039 (the “**Contest Line**”). The tenth (10<sup>th</sup>) caller through the Contest Line will be offered the opportunity to select between: (1) “SPLASH” to enter the weekly grand prize draw (each a “**Qualifier**”), OR (2) “CASH” to select a sealed envelope for a chance to win a Secondary Prize (as defined below) in lieu of an entry to the grand prize draw. **There will be four (4) Cues to Call each weekday.**
- (b) During the Contest Period, listeners may try to call in as many times as they like each time a Cue to Call is broadcast, but any contestant who becomes a Qualifier or wins a Secondary Prize may not participate in any further Cue to Call during the Contest Period.
- (c) All entries become the sole property of the Sponsors and Prize Supplier 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, multiple 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) **Grand Prizes.** There are nine (9) grand prizes (“**Grand Prizes**”) available to be won by the Grand Prize winners (“**Grand Prize Winners**”) consisting of:
  - (i) A WestJet Vacations prize package for two (2) to Maui, Hawaii, USA (the “**Destination**”) departing on predetermined flights on or about December 8, 2019 returning on or about December 13, 2019 which shall include:
    1. Round-trip economy airfare (economy cabin only) for the Grand Prize Winner and his/her guest (the “**Guest**”) leaving together from the same gateway, on the same itinerary, from Edmonton International Airport (YEG) to the Destination;
    2. Five (5) nights’ standard hotel accommodation at The Sheraton Maui Resort and Spa for the Grand Prize Winner and Guest based on double occupancy unless otherwise indicated;

3. All flight and hotel taxes;
  4. Five (5) day compact car rental with unlimited mileage, picking up and dropping off at a Budget Rental location at the Destination (pick up and drop off must be at the same place). Exact make and model to be determined by the applicable Prize Suppliers in its sole discretion; and
  5. Two (2) passes for the Grand Prize Winner and Guest for a VIP performance by the High Valley Band at the Destination.
- (b) Each Grand Prize has an approximate value of Three Thousand Six Hundred Canadian dollars (CDN \$3,600.00).
- (c) **Secondary Prizes.** There are up to one hundred seventy six (176) secondary prizes (each, a “**Secondary Prize**”) available to be won by the Secondary Prize winners (the “**Secondary Prize Winners**”), each of which consists of a cash prize ranging from a minimum of five Canadian dollars (CDN\$5.00) up to a maximum of five hundred Canadian dollar (CDN\$500.00).
1. Twenty Nine (29) x Five Hundred Canadian dollars (CDN\$500); and
  2. One Hundred and Forty Seven (147) x Five Canadian dollar (CDN\$5.00).

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) The Sponsors or the Sponsors’ representatives and Prize Suppliers will contact the Winners to coordinate the provision of the Prizes within five (5) business days once such Winners have been successfully contacted and notified of his/her Prize and fulfilled the requirements set out herein. Grand Prize Winners must contact the Prize Suppliers directly to book flights and accommodations within five (5) business days once confirmed as the Grand Prize Winners in accordance with these Contest Rules.

## 5. PRIZE CONDITIONS.

- (a) Grand Prize Winners and Guests must be available to travel from December 8, 2019 through December 13, 2019. Grand Prize Winners and Guests must travel on the same itinerary in both directions on pre-determined flights selected by the Prize Suppliers. Should a Grand Prize Winner and/or Guest be unable to travel on any of the dates and times designated by the Prize Suppliers, the Grand Prize in its entirety will be forfeited. No changes to travel dates, destination, seats, or names will be accepted. Should a Grand

Prize Winner/Guest be late or have missed flights, in either direction, the Prize Suppliers and Sponsors together shall have no obligation to rebook, or reschedule any portion of the flight prize, and provide accommodation. Promotional flights are in economy cabin seats and not valid on WestJet Premium, or Business class cabins and not available for upgrades. No exceptions. None of the Sponsors or Prize Suppliers are responsible for any delay, postponement, suspension, rescheduling or cancellation, for any reason, of any flight(s) and Grand Prize Winners will not be compensated in the event of such delay, cancellation or other event described herein. Other restrictions may apply.

- (b) Grand Prize Winners and Guests will be responsible for all incidental costs and expenses not explicitly included in the Grand Prize, including without limitation, transportation to and from originating airport, medical insurance, travel documentation, airport improvement fees, checked baggage fees, taxes, gratuities, telephone calls, in-room charges attractions, merchandise, souvenirs, pre-seat selection, food and beverages, resort parking, car rental taxes, fee, and surcharges, car insurance, and any other expense not explicitly included in the Grand Prizes. Grand Prize Winners are 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) In the event The High Valley Band or any of its members are unable to attend the concert and/or the meet and greet for any reason whatsoever or in the event that the concert is cancelled for any reason whatsoever, that portion of the Grand Prize shall be deemed fulfilled and will not be substituted, except in the sole discretion of the Sponsors and Prize Suppliers;
- (d) Driver (either Guest or Grand Prize Winner) must be twenty-five (25) years old or older (or an additional surcharge may apply), and have a valid credit card in his/her name.
- (e) Guests must be twenty-one (21) years of age 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).
- (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 Prize Suppliers. Any unused, unclaimed or declined portion of a Prize will be forfeited, has no cash value and the Sponsors and Prize Suppliers shall have no obligation to provide either an alternative or value-in-kind. The Sponsors and Prize Suppliers reserve the right, in their sole discretion together, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason.
- (g) Winners travelling on WestJet flights are not entitled to compensation amounts provided under passenger rights regimes. By redeeming this Prize/flight, all individuals travelling agree to release, and waive all claims against, WestJet relating to any and all liability, damage, or compensation entitlement arising under Canada's Air Passenger Protection Regulations.

## 6. WINNER SELECTION.

Nine (9) Grand Prize Winners shall be selected by the Station as follows:

- (a) On each of September 16, September 23, September 30, October 7, October 15, October 21, October 28, November 4 and November 12, 2019 in Edmonton, Alberta, one (1) Qualifier will be selected by a random draw from all eligible entries received by 7:00 p.m. MT on the Friday immediately preceding the draw date. Entries do not rollover to subsequent weeks. **Each entrant shall be eligible to win only one (1) Grand Prize or one (1) Secondary 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 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 an On-Air Qualifier or Secondary Prize Winner are dependent upon the total number of people who call the Contest Line during a Cue to Call and the selected caller decision to enter the Grand Prize draw or accept a Secondary Prize. Once a Qualifier, the odds of being selected as a potential winner are one (1) in twenty (20), except for the draw of October 21, 2019 where the odds are one (1) in sixteen (16).

Odds of winning a CDN\$5.00 Secondary Prize are approximately one hundred forty seven (147) in one hundred seventy-six (176). Odds of winning a CDN\$500.00 Secondary Prize are approximately twenty-nine (29) in one hundred seventy-six (176).

- (c) EACH SELECTED ENTRANT WILL BE NOTIFIED BY TELEPHONE NO LATER THAN THREE (3) BUSINESS DAYS AFTER BEING SELECTED AS THE POTENTIAL WINNER 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' and Prize Suppliers' 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 and their respective parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, sponsors, Prize Suppliers, 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 and Prize Suppliers of the unrestricted right, in the Sponsors', Prize Suppliers' 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 five (5) 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 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 Suppliers 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 and Prize Suppliers 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 Suppliers 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, and Prize Suppliers 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://cismfm.com/> and made available at the Station's studios, located at 5204 84 Street Edmonton, Alberta T6E 5N8 throughout the Contest Period. Each entrant further agrees to be bound by the decisions of the Sponsors and Prize Suppliers, 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 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 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 concert and observe the Contest Rules and any other rules or regulations in force at the Destination. The Sponsors and Prize Suppliers reserve the right to remove from the trip and concert, any Grand Prize Winner and 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 and Prize Suppliers the right to use his/her name, mailing address, date of birth, 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 Sponsors and Prize Suppliers 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 Supplier, 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) 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: [www.corusent.com/privacy-policy/](http://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 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 with the Prize Suppliers 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.