

DEWALT® JOBSITE HOOK UP RADIO CONTEST
OFFICIAL RULES

THE DEWALT® JOBSITE HOOK UP RADIO CONTEST (THE “**CONTEST**”) IS INTENDED TO BE CONDUCTED IN THE PROVINCE OF ONTARIO AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. PARTICIPANTS MUST BE AGE EIGHTEEN 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 Ontario;
- (b) be of the age of eighteen (18) or older at the time of entry;
- (c) work at a “Job Site” (defined below) that is located within a fifty (50) kilometer radius of the City of Toronto, Canada; and
- (d) have employer’s authorization for the Job Site Visit (defined below).

Employees of Corus Radio Inc. operating CILQ-FM and CFNY-FM (herein referred to either as the “**Stations**”) and its parents, affiliates, subsidiaries, related companies, successors and assigns and its parents, affiliates, subsidiaries, related companies, successors and assigns (together with the Stations, “**Sponsor**”), Stanley Black & Decker Canada Corporation and its affiliates, subsidiaries, related companies, successors and assigns (the “**Prize Provider**”), advertising and promotional agencies, judges of the Contest, 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 entrants to provide 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 and Prize Provider for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsor reserves the right, in its 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 12:01 a.m. Eastern Time (“**ET**”) on May 20, 2019 and ends at 11:59 p.m. ET on June 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 online entry form located at <https://edge.ca/> and/or <https://q107.com/> (the “**Contest Websites**”) during the Contest Period. Each entrant must also answer the following questions when submitting the entry form:

1. What is your trade?
 2. What business do you work for?
 3. What is the full address of your Job Site location?
 4. What are your work hours?
 5. How many total crew members work on your Job Site location?
 6. Does your employer consent to a visit from a Station if you are selected as a winner?
- (b) Limit of one (1) entry per person 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) 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 Sponsor 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**”). The Prize consists of:
- (i) An appearance by the Sponsor’s and Prize Provider’s staff at the Winner’s place of employment (the "**Job Site**") on a date to be selected by the Sponsor and Prize Provider (the "**Job Site Visit**");
 - (ii) Refreshments (pizza and non-alcoholic beverages) for up to one hundred (100) employees and/or guests (collectively, the "**Guests**"); and
 - (iii) A DEWALT product package for the Job Site (which will be awarded to the Winner’s employer and not to the individual Winner) ranging from a minimum of Five Thousand Canadian dollars (CDN\$5,000.00) up to a maximum of Ten Thousand Canadian dollars (CDN\$10,000.00) according to the needs of the Job Site as determined by the Prize Provider at its sole discretion.
- (b) The Prize has an approximate retail value ranging from Five Thousand Five Hundred Canadian dollars (CDN\$5,500.00) and Ten Thousand Five Hundred Canadian dollars (CDN\$10,500.00).
- (c) Winner is not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.

- (d) The Sponsor will contact the Winner to coordinate the provision of the Prize during the Job Site Visit once such Winner has been successfully contacted and notified of his/her Prize and fulfilled the requirements set out herein. The Job Site Visit must take place on a date as designated by the Sponsor and Prize Provider. Blackout/rain dates may apply.

5. PRIZE CONDITIONS.

- (a) If, prior to the scheduled Job Site Visit, the Winner is unable to be present for any reason, he or she should select someone to attend in his or her place (a “**Proxy**”). To be entitled to use a Proxy, Winner must contact the Sponsor’s Station Promotions Department at (416) 479-7000 a minimum of twenty-four (24) hours in advance of the Job Site Visit to register a Proxy. If the Winner is not present at the scheduled Job Site Visit, and has failed to designate a Proxy, he or she may be required to forfeit the Prize and another eligible entrant may be randomly selected from the remaining eligible entries, to be decided in Sponsor’s sole discretion.
- (b) Winner and Guests will be responsible for all incidental costs and expenses not explicitly included in the Prize.
- (c) Guests must comply with the Contest Rules and sign and return the Release (described below).
- (d) Winner is responsible for seeking and obtaining employer’s authorization for the Prize award including the Job Site Visit by Sponsor and Prize Provider and organizing his or her Guests to attend the Job Site Visit.
- (e) Prize must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash or credit, except at the sole discretion of the Sponsor and Prize Provider. Any unused, unclaimed or declined portion of a Prize will be forfeited, have no cash value and the Sponsor and Prize Provider shall have no obligation to provide either an alternative or value-in-kind. The Sponsor and Prize Provider reserve 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.

One (1) Winner shall be selected by the Station as follows:

- (a) On or about June 19, 2019 in Toronto, Ontario, one (1) entrant will be selected by the Sponsor and/or the Sponsor’s representatives (the “**Judges**”) based on the following equally weighted criteria: (i) trade; (ii) Job Site location; and (iii) number of crew members (the “**Criteria**”). Before being declared a Winner, the selected entrant shall be required to comply with the Contest Rules and sign and return the Release (described below).
- (b) 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.
- (c) The odds of being selected as a potential winner are dependent upon the number of

eligible entries received by the Sponsor and the quality of the entry as judged against the Criteria.

- (d) THE SELECTED ENTRANT WILL BE NOTIFIED BY SPONSOR VIA TELEPHONE OR E-MAIL NO LATER THAN FIVE (5) BUSINESS DAYS AFTER THE JUDGES' SELECTION AND MUST RESPOND WITHIN ONE (1) BUSINESS DAY OF NOTIFICATION TO ARRANGE FOR THE JOB SITE VISIT AT ENTRANT'S PLACE OF EMPLOYMENT. Upon notification, the selected entrant must respond to Sponsor 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, provide Sponsor with the Release or otherwise fails to comply with these Contest Rules, 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 and Prize Provider are 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, winner selection 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 the 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 Sponsor, 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 and Prize Provider of the unrestricted right, in the Sponsor's and Prize Provider's 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 and Guests' name, statements, image, likeness, voice and biography, in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof. The executed Release must be returned within two (2) business days of the date indicated on the accompanying letter of notification or the verification as a Winner or the selected entrant will be disqualified and the Prize forfeited. Before participating in the Job Site Visit, Guests will also be required to execute a release that confirms Guests': (i) release of each of the Releasees from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Job Site Visit, 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 (ii) grant to the Sponsor and Prize Provider of the unrestricted right, in the Sponsor's and Prize Provider's 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 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.

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 Prize Provider assume no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Sponsor and Prize Provider are not responsible for any incorrect or inaccurate information, whether caused by if entry is online: 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 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 and Prize Provider, such as if entry is online: 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 if entry is online: and/or the Contest Websites.
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 Websites and made available at the Stations' studio, located at 25 Dockside Drive, Toronto, ON, M5A 0B5 throughout the Contest Period. Each entrant further agrees to be bound by the decisions of the Sponsor, Judges, and Prize Provider, which shall be final and binding in all respects. The Sponsor reserves the right, in its 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 Websites or any related promotional website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass the Sponsor, Prize Provider or any other person. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITES 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 SPONSOR AND PRIZE PROVIDER RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.**
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 entrant's name, mailing address, age, telephone number(s), profession, 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 Sponsor and Prize Provider the right to use entrant's 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 and Prize Provider may disclose entrant's Personal Information to third-party agents and service providers of any of the Sponsor and/or Prize Provider in connection with any of the activities listed in (i) and (ii) above.

- (b) By opting-in online entrant consents to Sponsor's disclosure of his/her Personal Information to Prize Provider so that entrant may be contacted for news, special offers, promotions and future messages tailored to his/her interests. Prize Provider 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 Prize Provider's Privacy Policy at: <http://www.dewalt.ca/en-ca/legal/privacy-policy>.
- (c) 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 Privacy Policies 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, Prize Provider and/or their respective 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 and Prize Provider 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 Sponsor and any questions, comments or complaints

regarding the Contest must be directed to Sponsor.

Facebook® is a registered trademark of Facebook, Inc.

Twitter® is a registered trademark of Twitter, Inc.

All other trademarks and trade names are the property of their respective owners.