

## CONTEST RULES

### KiSS CashUp MashUp (the "Contest")

#### 1. ENTRY PERIOD & CONTEST SPONSORS.

- (a) The Contest is brought to you by the following entities (collectively or individually, the "**Contest Sponsors**"): Rogers Media Inc. ("**Rogers**"), operator of radio station CKKS FM operating as KiSS Radio. (the "**Station**")
- (b) The Contest entry period (the "**Entry Period**") starts at 7:00AM on September 8, 2015 and continues until 3:00PM on October 30, 2015. All times are Pacific.
- (c) The Contest consists in a play wherein finalists must correctly list the songs in the on-air contest play called the *KiSS CashUp MashUp* (the "Game"). Once a finalist has correctly listed the songs in a given Game, a new Game will begin. The maximum of Games during the Entry Period will depend on the number of finalists successfully listing the songs.

#### 2. HOW TO ENTER.

- (a) No purchase necessary.
- (b) To enter this Contest, you must first become a Finalist (defined below) and then must play and win the Game (defined below).
- (c) There is only one (1) way in which to become a Finalist, pursuant to the following process:
  - I. Listen to the Station at 7:00AM, 11:00AM and 3:00PM on weekdays during the Entry Period for the cue to text. Bonus cue to text announcements will also be aired randomly throughout the Entry Period. Within two (2) minutes of any cue to text (the "**Entry Window**"), send one (1) text message via Short Message Service (SMS) or Multimedia Messaging Service (MMS) to 10456. **The body of your text message must include the keyword KISSCASH in order for your text message to be eligible.** If you are using an online texting program, please also include your first and last name and phone number. A text message may be sent via a cellular telephone that is capable of two-way text messaging, in which case standard text messaging rates may apply, or via any number of online services that offer such feature at no charge. By sending a text message to the Station, you consent to the Station putting you on-air in connection with this Contest. Please note there will be no contesting on October 12, 2015.
  - II. Following the close of each Entry Window, a Station representative will conduct a random draw at the Station offices in Vancouver, BC from among all eligible text messages received during such Entry Window (the "**Eligible Messages**"). One (1) Eligible Message will be selected at random at each such draw and the individual associated with each such selected Eligible Message will be deemed a potential finalist (each, a "**Potential Finalist**").
  - III. A Potential Finalist will be contacted by a representative of the Station shortly after the applicable draw by telephone at the telephone number indicated in the selected Eligible Message and, upon contact, the Potential Finalist will be deemed a finalist ("**Finalist**") and invited to play the Game (defined below). **The Game may only be played on-air and failure to so participate on-air will**

**cause a Finalist to be immediately disqualified and, in Rogers' sole discretion and time permitting, an alternate Potential Finalist may be randomly selected from among the remaining Eligible Messages received in respect of the applicable cue to text, and so on and so forth until a Finalist is confirmed.**

- IV. If contact with a Potential Finalist is not able to be made by a Station representative (including, without limitation, in the event the telephone line is dead when called by a Station representative, or no audible response is heard, or no one responds to the Station representative's telephone call, or the telephone call goes to voicemail, or the Station representative receives a busy signal, or the Potential Finalist is not otherwise available as determined in the absolute discretion of the Station representative), then in Rogers' sole discretion and time permitting, an alternate Potential Finalist may be randomly selected from among the remaining Eligible Messages received in respect of the applicable cue to text, and so on and so forth.
  - V. In the event a Finalist is not confirmed pursuant to the foregoing process, no Game play shall occur in respect of the applicable cue to text.
  - VI. Text messages that are not selected in respect of a particular draw will not carry forward for any other draw or purpose. Text messages that are not received by the Station are not eligible.
- (d) Once a Finalist has been confirmed, the Finalist will have the opportunity to play the Game. The Station will invite the Finalist on-air to list the songs in the *KiSS CashUp MashUp* and if the Finalist successfully identifies and lists all songs in order within the allotted time, he or she will be the potential winner of the advertised prize. If the Finalist is unable to correctly list all songs in the *KiSS CashUp MashUp* correctly, \$100CDN will be added to the advertised prize for the following play in the Game.
  - (e) **ENTRY LIMIT:** Entrants may enter and try to guess the songs as often as they want. Once an entrant has been declared a winner, such individual and those with whom he or she resides will not be eligible to participate in additional iterations of the Contest for the remainder of the Entry Period.
  - (f) Any attempt or suspected attempt to enter this Contest in a fashion not authorized by these rules shall be deemed to be tampering and will void all of your entries. Entries that contain false information and/or are late, lost, stolen, falsified, illegible, damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or entries that have been submitted using robotic, automated, programmed, or through illicit means, or that do not conform with or satisfy any or all of these Contest rules, as determined in the Contest Sponsors' absolute discretion, will be judged null and void and disqualified. Only entries received by Rogers will be considered. Proof of entry transmission shall not constitute proof of receipt. Rogers reserves the right to refuse any entry in its absolute discretion. The sole determinant of time for valid online entry in this Contest will be the Contest website's server machine(s).
  - (g) Odds of winning depend on the choices of the Finalist when he/she plays the Game.
  - (h) Although this Contest may be communicated, promoted, or administered by means of any third party social media or social networking service or site (each, a "**Third Party Service**"), entrants acknowledge that: (i) this Contest is not sponsored, endorsed or administered by, or associated with, any Third Party Service; (ii) if entry into this Contest is by means of a Third Party Service, entrants must have a valid account with the applicable Third Party Service (and may be required to have a public (i.e. non-private)

account in order to participate) and must comply with the applicable Third Party Service's terms and policies; and (iii) any questions, comments or complaints regarding this Contest should be directed to the Contest Sponsors and not to any Third Party Service. By participating in this Contest, you completely release any Third Party Service of all liability in relation to any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from your participation.

### 3. ELIGIBILITY.

- (a) The Contest is open to British Columbia residents who (i) are 18 years of age or older as of the date of entry and (ii) have not previously participated in and won a cash prize, nor reside with, anyone who has previously participated in, any of the Station's other *KiSS CashUp MashUp* contests that were held between September 8 and October 30, 2015.
- (b) Employees, officers, directors, agents, and representatives of the Contest Sponsors, their parent and affiliated companies, the Contest prize suppliers, the Contest judges (if applicable), and any and all other companies associated with the Contest, as well as those with whom the foregoing individuals reside, are not eligible to enter this Contest.
- (c) The Contest Sponsors shall have the right at any time to require proof of identity and/or eligibility to enter the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Contest 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.

### 4. PRIZE DESCRIPTION.

- (a) Upon correctly listing the songs in a Game, a Finalist is eligible to win a minimum of \$1,000 CDN. Total amount may vary as \$100 CDN will be added for every unsuccessful attempt by a Finalist at listing all songs in a Game play.
- (b) It may take up to six (6) weeks for cheques to be issued. **Unless otherwise determined by Rogers in its absolute discretion, a Contest winner will be deemed to have forfeited his/her claim on the Contest prize if he/she does not pick up his/her cheque from the Station's office in Vancouver, BC or Chilliwack, BC or Abbotsford, BC (at the winners choosing) within thirty (30) days of such cheque being issued.** No financial compensation will be made or required if actual prize value is lower than the total value quoted in these rules. Prize must be accepted as awarded and may not be transferred or exchanged absent the consent of the Contest Sponsors, which consent may be withheld in their absolute discretion. Prizes may not be exactly as advertised. The Contest Sponsors reserve the right, in their absolute discretion, to substitute a prize of equal or greater value in the event of the unavailability, for whatever the reason, of any advertised prize in whole or in part.
- (c) Except as expressly warranted herein, any Contest prize is provided "as is" without further warranty of any kind.

### 5. WINNER CONFIRMATION.

- (a) Decisions and rulings of the Contest Sponsors and/or their representatives are final and binding without appeal in all matters related to this Contest and the awarding of a prize.
- (b) Within one (1) week of having played the Game, an eligible winner will be contacted by a Station representative via email or phone at the email address or phone number provided

at the time of entry to confirm such eligible winner's personal information for prize redemption purposes. Such eligible winner will be disqualified and required to forfeit any claim to the Contest prize if: (i) he or she cannot be reached within three (3) business days following the first attempt of contact; or (ii) he or she cannot confirm complete personal information with the Station representative, as required by the Station for prize redemption purposes, within five (5) business days of having been reached by such Station representative.

- (c) To be declared a winner, a Finalist: must play the Game as noted above and list the songs in the *KiSS CashUp MashUp* correctly; may need to correctly answer without assistance of any kind, whether mechanical or otherwise, a time-limited, mathematical skill-testing question; must be in full compliance with these Contest rules; and, in the discretion of the Contest Sponsors, may need to sign and return a release of liability and consent to publicity form and any other documentation as may reasonably be required by the Contest Sponsors in their absolute discretion.
- (d) A Finalist may be required to provide proof of identification to the Contest Sponsors when claiming a prize or otherwise in connection with this Contest to facilitate the Contest Sponsors' accurate identification of a Contest winner.
- (e) If a Finalist does not fulfill the conditions set out in these rules, or declines or forfeits a Contest prize, the Contest Sponsors reserve the right, in their absolute discretion, to cancel the Contest prize or to select another individual to be deemed a Finalist.

## **6. RELEASE OF LIABILITY / CONSENT TO PUBLICITY.**

By entering the Contest, each entrant accepts and agrees to (i) be legally bound by these Contest rules, including all eligibility requirements, (ii) be bound by the decisions of the Contest Sponsors and their representatives or the independent judging organization, if any, which are final, binding and conclusive (without appeal) on all matters relative to the Contest; and (iii) remise, release and forever discharge the Contest Sponsors, their respective parent and affiliated companies, subsidiaries, licensees, distributors, divisions, dealers, retailers, printers and advertising and promotional agencies, any and all other companies associated with the Contest (including prize suppliers and suppliers of materials or services related to the Contest), and all of their respective employees, directors, officers, shareholders, agents, representatives, successors and assigns (collectively, the "**Releasees**") from any and all actions, causes of actions, suits, debts, dues, accounts, claims, damages or liability for any loss, harm, damages, costs or expenses arising out of, or in any way related to, his/her participation in the Contest and/or the awarding, receipt, possession, use and/or misuse of any Contest prize (or any portion thereof), or any travel or activity that is related to the receipt or use of any Contest prize, including, without limitation costs or losses related to personal injuries, death, damage to, loss or destruction of property, and rights of publicity, personality, privacy and/or intellectual property.

By accepting a Contest prize, each winner authorizes each of the Contest Sponsors and their respective designees to use in any related publicity the winner's name, city and province/territory of residence, photograph, image, likeness, voice, and any statements he/she may make regarding such Contest prize for advertising and promotional purposes worldwide in perpetuity, in any form of media including the Internet, without limitation and without additional compensation or consideration, permission or notification, unless prohibited by law; and each winner waives any rights that may exist in respect of materials produced pursuant to the foregoing.

## **7. LIMITATION OF LIABILITY.**

The Releasees are not responsible for (i) stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, postage-due or garbled entries, transmissions, email or mail; (ii) lost, interrupted or unavailable network, cable,

satellite, server, Internet Service Provider, website, or other connections, including those through and/or by any website; (iii) jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (iv) failures or malfunctions of phones, phone lines or telephone systems, any error, omission, interruption, defect or delay in transmission, processing, or communication; (v) non-delivered, misdirected, blocked, or delayed email notifications; (vi) printing, typographical or other errors appearing within these Contest rules, in any Contest-related advertisements or other materials; or (vi) any other errors, problems or difficulties of any kind, whether human, mechanical, electronic, network, computer, telephone, mail, typographical, printing or otherwise relating to or in connection with this Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the prize or in any Contest-related materials, or the cancellation or postponement of any event. The Releasees are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. The Releasees are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participation in this Contest or downloading materials from or use of any website.

## **8. PRIVACY.**

By entering this Contest, each entrant consents to the collection, use, and disclosure of his/her personal information for the purposes and in the manner described herein. All information submitted by entrants is being collected by Rogers and is subject to the Rogers Media Privacy Policy, available at <http://www.rogersmedia.com/privacy>.

Online entrants may be given the option to receive commercial emails and/or other communications from the Contest Sponsors or other parties; however, eligibility to participate in the Contest is not dependent upon an entrant's consent to receive any such emails and communications, and consenting to receiving such emails and communications will not impact an entrant's chances of winning. Rogers will not send informational or marketing communications to entrants, unless entrants expressly consent to receive such communications through an opt-in mechanism. Entrants may at any time opt out of receiving such materials by following the unsubscribe instructions provided at the bottom of any of these communications. Please consult the Rogers Media Privacy Policy referenced above for further information on how Rogers collects, uses, and discloses personal information. Any questions or concerns with respect to communications from Rogers may be addressed to the Rogers Chief Privacy Officer, whose contact particulars may be found in the Rogers Media Privacy Policy. Where you elect to receive informational or marketing communications from a party other than Rogers, you understand and agree that your personal information will be shared with such other party for the purpose of facilitating the sending of informational or marketing communications, and you further understand and agree that your personal information, as shared with the other party, will be subject to the other party's privacy policy and information handling standards and practices.

In connection with prize fulfillment, Rogers may be required to provide your personal information to another party, including, but not limited to, any other Contest Sponsor. By entering the Contest, you consent to such disclosure of your personal information in connection with the foregoing, and you understand and agree that, should your personal information be provided to another party, your information will be subject to that party's privacy policy and information handling standards and practices.

You further acknowledge and agree that, where you enter a Contest by means of a Third Party Service, any personal information that you share with, or by means of, such Third Party Service may also be used by the applicable Third Party Service in accordance with its own privacy policy.

## **9. GENERAL.**

- (a) **LAWS AND RULES.** This Contest will be run in accordance with these Contest rules, which shall be subject to amendment by Rogers without notice or liability to you. Entrants must comply with these Contest rules and will be deemed to have received and understood these rules by participating in this Contest. The terms of this Contest, as set out in these rules, are not subject to amendment or counter-offer, except as set out herein. This Contest is subject to all applicable federal, provincial and municipal laws and regulations. These rules are governed exclusively by the laws of the province or territory in which you reside, and you submit to the exclusive jurisdiction of the courts of such province or territory. Rights and remedies may vary by province or territory.
- (b) **CANCEL AND AMEND.** Rogers reserves the right to cancel, modify, or suspend this Contest or to amend the Contest rules at any time and in any way, without prior notice, for any reason whatsoever. Without limiting the foregoing, if for any reason the Contest is not capable of running as originally planned, for example as a result of tampering or infection by computer virus, bug, corruption, security breach, or other cause beyond the reasonable control of the Contest Sponsors, Rogers reserves the right to cancel or suspend the Contest and/or conduct a random draw from all previously received eligible entries.
- (c) **CONDUCT.** The Contest Sponsors reserve the right, in their absolute discretion, to disqualify without notice any entrant that they find to be: violating the Contest rules; tampering or attempting to tamper with the entry process or the operation of the Contest or any Contest website; acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; or attempting to undermine the legitimate operation of the Contest. Any attempt by an entrant or any other individual to undermine the legitimate operation of this Contest may be a violation of criminal and/or civil laws. Should any such attempt be made, the Contest Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution, and Rogers reserves the right to ban or disqualify an entrant from this Contest and any future contests.
- (d) **AUTHORIZED MOBILE ACCOUNT HOLDER.** Where a text message has been submitted via a cellular telephone, the text message will be deemed to have been submitted by the Authorized Mobile Account Holder of such cellular telephone. "Authorized Mobile Account Holder" is defined as the natural person who is assigned to a cellular telephone number by a wireless carrier that is responsible for assigning cellular telephone numbers.