

**CONTEST RULES**  
**(the “Official Rules”)**

**KiSS “PAY FOR YOUR PURCHASE”**  
**(the “Contest”)**

These Official Rules govern the Contest. By participating or attempting to participate in the Contest, you will be deemed to have read, understood, and agreed to be bound by these Official Rules.

**1. WHO ARE THE SPONSORS?**

The Contest is sponsored and administered by Rogers Sports & Media or one of its subsidiaries or affiliates (“**Rogers**”) on behalf of KiSS 105.3 (Sudbury), KiSS 99.3 (Timmins), KiSS 100.5 (North Bay) and KiSS 100.5 (Sault Ste. Marie) (each a “**Station**” and collectively the “**Stations**”).

The following entities are co-sponsors of the Contest: Northern Credit Union Limited, headquartered in Sault Ste. Marie, Ontario.

Rogers and any co-sponsors of the Contest are referred to collectively or individually as the “**Sponsors**”.

This Contest is in no way sponsored, endorsed, administered by or associated with any third-party social media or social networking service or site (each a “**Third Party Service**”), including but not limited to Facebook, Instagram and/or Twitter. Any questions, comments or complaints regarding the Contest should be directed to Rogers and not to any Third-Party Service.

**2. WHO IS ELIGIBLE TO ENTER?**

To be eligible to enter this Contest, an individual must be a legal resident of Ontario who is 18 years of age or older at the time of entry and reside within the terrestrial broadcast area of your respective Station.

Employees, officers, directors, agents, and representatives of the Sponsors or any of their respective parents, subsidiaries or affiliates, any prize suppliers, any and all other companies associated with the Contest, a household member of any of the individuals listed above, whether or not related or members of the immediate family (spouse, parent, child, sibling) of the individuals listed above are not eligible to enter.

**3. WHEN DOES THE CONTEST START/END?**

You may enter the Contest between 6:00 a.m. on Friday, October 16th and 11:59 p.m. Thursday, October 29, 2020 (the “Promotion Period”) after which time the Contest will be closed and no other entries shall be accepted. All times referenced in these Official Rules are indicate the time zone i.e. ET.

**4. HOW DO I ENTER THE CONTEST?**

No purchase is necessary to enter the Contest. Enter using the following method of entry outlined below. No entries will be accepted by any other means.

To submit your entry to the Contest, visit one of the following websites:

- KiSS 100.5 (North Bay) at [www.kisnorthbay.com](http://www.kisnorthbay.com)
- KiSS 100.5 (Sault Ste. Marie) at [www.kisssoo.com](http://www.kisssoo.com)
- KiSS 105.3 (Sudbury) at [www.kissudbury.com](http://www.kissudbury.com)
- KiSS 99.3 (Timmins) at [www.kisstimmings.com](http://www.kisstimmings.com)

and follow the instructions to complete the online registration form by submitting your FIRST NAME, LAST NAME, EMAIL, PHONE NUMBER, CITY, PROVINCE and ATTEST TO FULL COMPLIANCE WITH THESE OFFICIAL RULES.

**5. HOW MANY TIMES MAY I ENTER THE CONTEST?**

There is a limit of one entry per person. In the case of multiple entries into a contest with defined entry limitations, only the first eligible entry will be considered.

## **6. COULD MY ENTRY BE REFUSED OR REJECTED?**

Your entry could be refused or rejected if:

- (a) you attempt to enter the Contest in a fashion not authorized by these Official Rules;
- (b) your entry contains false or misleading information, or is late, falsified, illegible, damaged or incomplete or otherwise irregular;
- (c) your entry is submitted using robotic, automated, programmed, or other illicit means; or
- (d) your entry is not in compliance with these Official Rules.

The Sponsors reserve the right to refuse any entry for any other reason as they may determine.

## **7. WHAT ARE THE CONDITIONS OF ENTRY?**

By entering the Contest:

- (a) you agree to be bound by these Official Rules and by the decisions of the Sponsors, which decisions are final, binding and conclusive;
- (b) you represent and warrant that: (i) your entry, including any material comprising your entry (e.g. name, user name, city, profile picture, etc., as applicable) and any material submitted with your entry (e.g. photograph, video, written submission, or other form of submission, as applicable) (all such material, collectively, the "**Entry Material**") is original to you, (ii) you have all necessary rights in and to your Entry Material to enter the Contest, including the consent of any third parties whose personal information is included in your Entry Material, and (iii) your Entry Material does not contain, depict, include or involve content that is, or could reasonably be considered to be, inappropriate, unsuitable or offensive, as determined by the Sponsors;
- (c) you understand and agree that your entry, including your Entry Material, will not be returned to you and may be moderated or edited by Rogers as it deems appropriate;
- (d) you grant to the Sponsors the irrevocable right to use your Entry Material in any media worldwide and for any purpose related to the Contest (or any similar contest), including the right to use, reproduce, modify, adapt, translate, or create derivative works from, your Entry Material without notification, compensation or additional consideration to you;
- (e) you waive all claims of moral rights in any use of your Entry Material by Rogers pursuant to the rights granted in these Official Rules; and
- (f) you waive and forever discharge the Sponsors, their respective parents, affiliates, and subsidiaries, any other companies associated with the Contest, and all of their respective directors, officers, employees, agents, representatives, licensees, successors and assigns, as well as any Third Party Services, (collectively, the "**Releasees**"), and agree to indemnify and hold harmless each of the Releasees, from and against any and all claims, damages or liability, including any costs or losses related to personal injury, death, damage to or loss or destruction of property, arising out of, or in any way related to, (i) your participation in the Contest, (ii) the awarding, receipt, possession, use or misuse of any prize, in whole or in part, including participating in travel or any activity related to the prize, (iii) the use of any Entry Material or Publicity Material (defined below) in accordance with the rights granted in these Official Rules, or (iv) any breach of these Official Rules.

## **8. WHAT ARE THE CONTEST PRIZES?**

There are 4 prizes of \$500 CAD (cash). One prize will be awarded per Station: KiSS 105.3 (Sudbury), KiSS 99.3 (Timmins), KiSS 100.5 (North Bay) and KiSS 100.5 (Sault Ste. Marie).

## **9. HOW WILL THE POTENTIAL WINNER(S) BE SELECTED?**

On Friday, October 30<sup>th</sup>, 2020 at approximately 8:00am at their respective offices, each Station will conduct a random draw from all eligible entries received. For each prize to be awarded in this Contest, one (1) entrant will be randomly selected as a potential winner and notified using the information provided at the time of entry. In the event a potential winner does not respond to such notification within three (3) business

days, declines a prize for any reason, or does not meet the requirements set forth in these Official Rules, as determined by the Sponsors in their sole discretion, the potential winner will be disqualified and, time permitting, an alternate potential winner may be randomly selected from among remaining eligible entries

#### **10. HOW CAN A POTENTIAL WINNER BECOME A WINNER?**

Before being declared a winner, a selected entrant must:

- (a) correctly answer, without assistance, a time-limited, mathematical skill-testing question to be administered by the Sponsors;
- (b) be in compliance with these Official Rules;
- (c) sign and return, within any designated time period, a release of liability and consent to publicity form (the “**Release Form**”) and any other documentation as reasonably required. If the potential winner is a minor, their parent or legal guardian must sign and return the Release Form;
- (d) at the request of the Sponsors, provide proof of identification to confirm eligibility or to claim a prize, or provide proof that they are the authorized account holder of any account associated with the selected entry.

#### **11. WHAT ARE THE ODDS OF WINNING A PRIZE?**

Odds of winning depend on the number of eligible entries received during the Promotion Period.

#### **12. HOW DO I CLAIM A PRIZE?**

Winners will be contacted by Rogers by phone to the phone number submitted with the entry. For all potential winners there will be 2 attempts to contact each potential winner within 48-hours of the random drawing. If the winner cannot be contacted within 48 hours of the drawing date after 2 attempts, they will be disqualified, and an alternate winner will be selected.

Once the winner has completed the above, an “Approved Winner Letter” will be provided to them, complete with details on how to redeem the prize.

#### **13. WILL I APPEAR IN ANY PUBLICITY IF I AM A WINNER?**

If you are a winner, the Sponsors may require you to appear in publicity related to the Contest or to any similar contest. By accepting a prize you:

- (a) grant to the Sponsors the irrevocable right to record, photograph or otherwise capture or document you, your likeness, your voice, or any statements you make regarding the Contest or the prize, by any available means;
- (b) agree that any such captured material, together with your biographical information, such as name or place of residence, or your Entry Material (collectively, all such materials, the “**Publicity Material**”) may be used by the Sponsors or their licensees, successors, or assigns (collectively, the “**Publicity Parties**”) in any media, whether now known or later devised, worldwide and in perpetuity, for advertising or promotional purposes related to the Contest or any similar contest. Any such use of the Publicity Material may include the reproduction, modification, adaptation, translation or creation of derivative works from your Entry Material;
- (c) acknowledge that the Publicity Parties shall not be required to compensate you, notify you, or request your permission in connection with their use of any Publicity Material, unless otherwise prohibited by law; and
- (d) waive any rights that you may have or that may otherwise exist in connection with any use of the Publicity Material by any of the Publicity Parties, including any moral rights in any such Publicity Material.

#### **14. HOW WILL MY PERSONAL INFORMATION BE COLLECTED, USED AND DISCLOSED?**

By entering the Contest, you consent to the Sponsors’ collection, use and disclosure of your personal information in accordance with their respective Privacy Policy, available at [www.rogers.com/web/content/Commitment-to-Privacy](http://www.rogers.com/web/content/Commitment-to-Privacy) (the “**Rogers Privacy Policy**”) and at

<https://www.northernku.com/true-north-strong/about-us/online-policies/privacy>, for purposes of administering the Contest as described in these Official Rules.

Over the course of participating in the Contest, you may be given the option to receive commercial emails or other communications of a commercial nature (collectively, “**Commercial Communications**”) from the Sponsors or other parties. Should you elect to receive Commercial Communications from Rogers, your personal information will be used by Rogers to that end, in accordance with the Rogers Privacy Policy.

Your personal information may be disclosed to a third party in the following circumstances:

- (a) in accordance with these Official Rules, or with your consent, or as otherwise permitted or required by law;
- (b) you elect to receive Commercial Communications from a party other than Rogers;
- (c) to coordinate the fulfillment or provision of the prize with a prize supplier; and/or
- (d) if you have been asked to sign and return a Release Form or other documentation in accordance with the terms of these Official Rules, Rogers may disclose your personal information to any interested party, such as an entity who is released from liability.

**ROGERS’ DISCLOSURE OF YOUR PERSONAL INFORMATION TO ANOTHER PARTY WILL CAUSE YOUR PERSONAL INFORMATION TO BE SUBJECT TO THAT PARTY’S PRIVACY POLICY AND PRACTICES.**

#### **15. HOW DO THE RELEASEES LIMIT THEIR LIABILITY?**

The Releasees assume no liability for the following:

- (a) stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, jumbled, or garbled entries, transmissions, email, mail, or other communications;
- (b) any error, omission, interruption, defect or delay in transmission, processing, or communication;
- (c) failures or malfunctions of, or difficulties with, computer hardware or software, telephones, telephone lines, telephone systems, or network, cable, satellite, server, or website connections;
- (d) printing, typographical, or other errors appearing within these Official Rules, in any Contest-related advertisements, or in Contest-related materials;
- (e) incorrect or inaccurate information, including where caused by website users, tampering, hacking, or by any equipment or programming associated or used in connection with the Contest;
- (f) injury or damage to any computer or other device resulting from or otherwise related to participation in the Contest, the use of any website, or the downloading or accessing of any materials;
- (g) anyone being incorrectly or mistakenly identified as a winner or potential winner; and/or
- (h) any other errors, problems or difficulties of any kind, whether human, mechanical, electronic, or otherwise, relating in any way to the Contest, including those errors, problems or difficulties that may relate to the administration of the Contest, the processing of entries, the advertising of the Contest, the announcement of any prize or prize winner, or the cancellation or postponement of any event.

#### **16. WHAT LAWS APPLY TO THE CONTEST?**

The Contest is subject to applicable federal, provincial and municipal laws and regulations. Any attempt to undermine the legitimate operation of the Contest may be a violation of criminal or civil laws. Should any such attempt be made, the Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law.

#### **17. CAN THE SPONSORS CANCEL OR AMEND THE CONTEST?**

The Sponsors reserve the right, in their sole discretion, to cancel, modify, or suspend the Contest or amend these Official Rules at any time, for any reason whatsoever, subject to prior approval by the Régie des alcools, des courses et des jeux, if legally required.

You may not amend these Official Rules in any way.

## **18. COULD THE SPONSORS DISQUALIFY OR BAN SOMEONE FROM A CONTEST?**

The Sponsors reserve the right, in their sole discretion, to disqualify any entrant from the Contest, or prevent any entrant from future participation in a contest, that has:

- (a) resold or attempted to resell a prize, in whole or in part;
- (b) tampered with or attempted to tamper with, or undermined or attempted to undermine, the legitimate operation of the Contest and/or the Contest Website;
- (c) provided false or misleading information;
- (d) acted in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any person; and/or
- (e) otherwise violated these Official Rules.

## **19. WHAT HAPPENS IF THESE OFFICIAL RULES CONTRADICT OTHER CONTEST MATERIALS?**

In the event of any discrepancy or inconsistency between these Official Rules and disclosures or statements made by the Sponsors or appearing in other Contest-related materials, these Official Rules shall govern.

## **20. WHAT HAPPENS IF PART OF THESE OFFICIAL RULES BECOMES UNENFORCEABLE OR DOES NOT APPLY?**

If any part of these Official Rules is legally unenforceable or inapplicable, then that part will be deemed invalid; however, the remainder of these Official Rules will otherwise continue to be legally binding.