

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

**Christmas Caraoke**  
**(the “Contest”)**

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

**1. WHO ARE THE SPONSORS?**

The Contest is sponsored and administered by Rogers Communications Inc. or one of its subsidiaries or their affiliates (“**Rogers**”) on behalf of KiSS 105.3/CJMX.

The following entities are co-sponsors of the Contest: Transat, tripcentral.ca and Melia Caribe Beach Resort.

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

Although the Contest may be communicated, promoted, or administered by means of a third party social media or social networking service or site (a “**Third Party Service**”), the Contest is not sponsored, endorsed or administered by, or associated with, any Third Party Service; any questions, comments or complaints regarding the Contest should be directed to Rogers and not to any Third Party Service.

**2. WHO MAY ENTER THE CONTEST?**

The Contest is open only to Canadian residents (excluding residents of Quebec) who are 19 years or age or older as of the date of entry and who reside within the listening range of the Station (excluding residents of North Bay). For greater certainty, to be eligible, you must be able to access the Station’s terrestrial broadcast without recourse to satellite radio, the Internet (including simulcasting), cable television, an application (including a web, digital or telephone application), or any other non-traditional listening device or tool. Whether or not an individual resides within the listening range of the Station will be determined by Rogers.

The following individuals are not eligible to enter the Contest:

- (a) employees, officers, directors, agents, and representatives of: (i) the Sponsors, or any of their respective parents, subsidiaries or affiliates; (ii) any prize suppliers; (iii) any and all other companies associated with the Contest;
- (b) a household member of any of the individuals listed in (a), above, whether or not related;
- (c) members of the immediate family (spouse, parent, child, sibling) of the individuals listed in (a), above.

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

You may enter the Contest between 12:01am on November 30, 2018 and 3:00pm on December 18, 2018 (“**Entry Period**”). All times referenced in these Official Rules are Eastern.

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

No purchase is necessary to enter the Contest.

No purchase is necessary to enter the Contest. There is one (1) way in which to enter the Contest, as specified below, however only those who are deemed to be qualifiers in accordance with these Official Rules will be entered into the prize draw:

- i) To enter the Contest: (i) go to [www.KiSSsudbury.com](http://www.KiSSsudbury.com) during the Entry Period; (ii) click on the Contest banners, buttons or links to access the online entry form for the Contest; (iii) complete the online entry form as instructed, including all required information, and follow instructions to upload a video submission of yourself singing your favourite Christmas song in a car and (iv) submit your completed online entry form, including your submission, as instructed during the Entry Period. .

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

**ENTRY LIMIT:** There is a limit of one entry per person/email address. By way of illustration, if two or more otherwise eligible individuals share a single email address, only one of them may enter the Contest; and, if an eligible individual has multiple email addresses, he or she may only enter the Contest once in respect of only one of those email addresses..

## 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.

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

## 6. 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, 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;

- (f) you agree that the Sponsors shall have the right at any time to require proof of identity or eligibility to enter the Contest; failure to provide any such proof upon request may result in disqualification;
- (g) you release 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, or any travel or activity related to any 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.

## 7. WHAT ARE THE CONTEST PRIZES?

There is one (1) trip prize available to be won in the Contest (each, a “**Trip Prize**”), consisting of: A seven (7) night prize trip for two to the 4 star Melia Caribe Beach Resort in Punta Cana, Dominican Republic

Each trip prize (the “Trip”) includes

- Roundtrip airfare based on economy class for two (2) persons from any available Canadian gateway to Jamaica onboard Sunwing Airlines,
- 7 (seven) nights standard accommodation at the Riu Reggae in a room based on double occupancy.
- All Inclusive meal plan while at the Riu Reggae.
- Land transfers between the airport and hotel in destination
- All hotel taxes and processing fees
- Taxes (including, but not limited to, departure taxes, air seat/airline taxes and applicable federal, provincial, municipal, state and/or local taxes)
- Each trip is non-transferable nor redeemable for cash.

Each Trip Prize is valued at approximately CDN \$4,000. Actual value may vary based on prize particulars. The following terms and conditions apply to any Trip Prize awarded in this Contest:

- (a) All prize particulars will be determined by the Sponsors.
- (b) The winner may be required to reserve the Trip Prize, or complete travel, by a particular date, as may be advised by the Sponsors.
- (c) Each Traveller must have reached the age of majority in his or her province or territory of residence, unless accompanied by a parent or legal guardian.
- (d) A prize supplier may require a valid major credit card to be presented by a Traveller for deposit or damage protection purposes.
- (e) If the winner elects to travel with a fewer number of guests than the number of guests provided in the prize description above, no additional compensation will be awarded under any circumstances.
- (f) Tickets are subject to certain terms and conditions as specified by issuers. Travel is valid from January 6 to December 15, 2019. Black-out dates apply: February 18 to March 24, 2019, April 12 to April 22, 2019, July 20 to August 4, 2019. Reservation needs to be done by August 30, 2019.
- (g) Documentation that is reasonably necessary for the Sponsors or prize suppliers to book the prize for the Travellers must be supplied upon request, failing which the prize may be deemed to be forfeited, as determined by the Sponsors.
- (h) The Travellers are responsible for: ensuring they have all necessary travel documents prior to travel; any and all applicable taxes; any additional expenses not included in the prize as described in these Official Rules.

**In particular, the Travellers will be required to pay non-refundable fees (subject to change) of approximately CDN \$458 per person to cover airport taxes or surcharges,** which fees must be paid by credit card prior to departure in accordance with instructions provided by the Sponsors or prize suppliers;

- (i) The Releasees are not responsible for: any cancellations, alterations, delays, diversions or other changes to the trip itinerary; any costs or expenses incurred as a result of any changes to the trip itinerary; or any damages, loss or liability in the event any Traveller is denied the ability to travel, whether due to airport restrictions or otherwise. The Sponsors are only responsible for the prize elements listed in these Official Rules, subject to the terms and conditions contained in these Official Rules.
- (j) All tickets issued in connection with the prize are not eligible for frequent flyer miles. Once reservations are made, they cannot be changed, save as otherwise determined by the Sponsors or prize suppliers.
- (k) The Sponsors and prize suppliers have the right to disqualify or remove any Traveller from any activity at any time if he or she is at any point uncooperative, disruptive, abusive, or unobservant of applicable rules, laws or regulations, or likely to cause or has caused damage to person, property, or the reputation of the Sponsors or prize suppliers.

Any winner is solely responsible for coordinating use of the prize and for all taxes, fees, and expenses not otherwise set forth herein. Prize may be subject to additional terms and conditions as imposed by issuer.

## **8. ARE THERE ANY PRIZE CONDITIONS?**

In addition to any prize conditions provided elsewhere in these Official Rules, any prize awarded in the Contest is subject to the following conditions:

- (a) Prize value in these Official Rules is approximate only. You will not be compensated if actual prize value is lower than the value quoted in these Official Rules.
- (b) The prize may be substituted, in whole or in part, with a prize or prize component of equal or greater value if the prize or prize component cannot be awarded for any reason.
- (c) The prize must be accepted as awarded and may not be transferred, unless otherwise determined by the Sponsors. The prize may not be exactly as advertised. The prize is provided "as is" without representation or warranty of any kind by the Sponsors.
- (d) The prize may not be resold.
- (e) Any unused portion of the prize, once awarded, will be deemed forfeited. The prize will not be replaced if lost, destroyed, mutilated or stolen.
- (f) The Sponsors may require any winner's guest to sign and return, within any designated time period, a release of liability and consent to publicity form and any other documentation as reasonably required, as a pre-condition to participation in the prize. In the event any guest is a minor, the parent or legal guardian of the guest will be required to sign and return such paperwork on behalf of the minor guest.

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

On December 19, 2018 at approximately 8:10am in Sudbury, ON, Rogers will conduct a random draw from among all eligible entries received. For each prize to be awarded pursuant to these Official Rules, one entrant will be randomly selected as a potential winner and notified using the information provided at the time of entry. In the event any 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, the potential winner will be disqualified and, time permitting, an alternate potential winner may be randomly selected from among remaining eligible entries, or the prize may be cancelled.

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

To be declared a winner, a potential winner:

- (a) must correctly answer, without assistance, a time-limited, mathematical skill-testing question to be administered by the Sponsors;
- (b) must be in compliance with these Official Rules;
- (c) must sign and return, within any designated time period, a release of liability and consent to publicity form and any other documentation as reasonably required;
- (d) may be required to provide proof of identification to confirm eligibility or to claim a prize, or provide proof that he or she is the authorized account holder of any account associated with the selected entry.

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

The odds of winning depend on the number of eligible entries received.

## 12. HOW DO I CLAIM A PRIZE?

Once a potential winner is confirmed as a winner, prize distribution will be promptly coordinated.

Except as otherwise indicated by the Sponsors, a winner must personally take delivery of the prize as instructed within thirty (30) days of being notified that such prize is available or within such other time period as may reasonably be advised.

If a winner fails to take delivery of the prize as instructed, the prize will be deemed forfeited.

## 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:

- (a) you 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) you 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) you 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) you 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 Rogers’ collection, use and disclosure of your personal information in accordance with the 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**”), 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) if you elect to receive Commercial Communications from a party other than Rogers, Rogers will disclose your personal information to that other party for that purpose;
- (c) if you are a potential prize winner, Rogers may disclose your personal information to any prize supplier for purposes of prize fulfillment; and
- (d) if you have been asked to sign and return a release of liability and consent to publicity 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; 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 laws of the province or territory in which you reside apply to the Contest.

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 may cancel, modify, or suspend the Contest or amend these Official Rules for any reason whatsoever, subject to prior approval by the Régie des alcools, des courses et des jeux, if legally required. For example, if for any reason the Contest is not capable of running as originally planned, the Sponsors may adjust any of the dates, timeframes or other Contest mechanics, or suspend or cancel the Contest.

You may not amend these Official Rules in any way.

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

The Sponsors may disqualify without notice or ban someone from the Contest or any future contest for any other reason, including if the Sponsors find that a person 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;
- (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; 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.