

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

**K-ROCK 105.7 – UNLOCK THE ROCK TO WIN \$105,000**  
**(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 K-Rock 105.7

The following entities are co-sponsors of the Contest: Leon’s Furniture Kingston, Landmark Cinemas Canada, Kingston Frontenacs Hockey Club

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 have reached the age of majority as of the date of entry and who reside within the listening range of the Station. 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.
- (d) individuals who have won any prize valued at approximately \$1,000 or more from the Station within six (6) months of selection as a potential winner of the Contest.

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

You may enter the Contest between 8:15am on Tuesday September 3, 2019 and 5:15pm on October 28, 2019 (“**Entry Period**”). All times referenced in these Official Rules are Eastern Standard Time.

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

- (a) No purchase is necessary to enter this Contest. Entry is subject to these Official Rules, including without limitation the conditions of entry set forth below.

- (b) Listen to the Station weekdays during the Entry Period (Monday-Friday only, excluding Monday, October 14, 2019 (each such weekday, a “**Contest Day**”) for a Contest-related cue to call. There will be a minimum of three (3) cues to call per Contest Day, as follows: one cue to call will occur at approximately 8:15 AM; one cue to call will occur at approximately 12:15 PM; ; one cue to call will occur at approximately 5:15 PM; such precise timing to be determined by the Station in its sole discretion. Following any such cue to call, call the Station (613-545-1057) and be the seventh (7<sup>th</sup>) caller to reach the Station.

If the Station answers the seventh call following a cue to call and the telephone line is dead when answered by a Station representative, or no audible response is heard, or no one responds after five seconds, or the caller indicates that he/she does not wish to participate in the on-air Game (defined below), the Station will answer the next call in sequence and the next call in sequence will replace that call, deeming such next caller to be the eligible caller, and so on and so forth. In the event a seventh caller is cut off before all personal data is collected, the Station will use reasonable efforts to make contact with the cut-off caller, provided enough personal information was gathered in order to correctly identify the cut-off caller. In the event two or more calls come through on the same line, all such callers will be advised to hang up and try again and the next call in sequence will replace that call. Collect telephone calls are accepted.

- (c) The seventh (7<sup>th</sup>) caller to reach the Station after any cue to call in accordance with these Official Rules will be deemed a finalist (“**Finalist**”) and invited to play the on-air game, K-ROCK 105.7’s Unlock the Rock to Win \$105,000 (the “**Game**”), as follows:
- (a) The Finalist will be asked to identify three (3) songs from a list of fifty (50) songs available on the Station website ([www.krock1057.ca/unlock-the-rock](http://www.krock1057.ca/unlock-the-rock)) in connection with this Contest (each, a “**Song**”).
  - (b) Prior to the start of the Contest, the Station will have used promotion software to pre-determine three (3) of such fifty (50) Songs as the “winning” Songs (collectively, the “**Three Winning Songs**”).
  - (c) If the Finalist correctly identifies the Three Winning Songs, the Finalist will be deemed to be a potential winner of the Grand Prize (defined below). **For clarity, if the Finalist identifies one (1) of the Three Winning Songs or two (2) of the Three Winning Songs, but not all three (3) of the Three Winning Songs, that Finalist will not be deemed to be a potential winner of the Grand Prize.**

For clarity, Station management and Station representatives will not know the Three Winning Songs in advance of a Finalist correctly guessing them, as the promotion software used by the Station maintains such information in confidence.

- (d) The Station’s online stream may be a delayed stream of the Station’s radio signal and may vary depending on your computer’s memory capacity and the speed of your Internet connection. For that reason, it is recommended that listeners listen to the Station in “real time” by turning on an actual radio. The Releasees (defined below) assume no responsibility for entrants not sending timely messages or making timely telephone calls (as applicable) to the Station as a result of any delays in the Internet stream.
- (e) Any attempt or suspected attempt to enter this Contest in a fashion not authorized by these Official 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 Official 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.

- (f) 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.

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

There is a limit of one entry per person.

## 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.

In addition, 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, 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.

## 8. WHAT ARE THE CONTEST PRIZES?

The first eligible Finalist to correctly identify the Three Winning Songs while playing the Game will be deemed the potential winner of a grand prize (the “**Grand Prize**”), consisting of CAD \$105,000, to be awarded by cheque in the Grand Prize winner’s name. **Notwithstanding anything to the contrary herein, in the event the Three Winning Songs are not correctly identified by an eligible Finalist throughout the Entry Period, or in the event a potential Grand Prize winner is unable to be confirmed as a Grand Prize winner in accordance with the terms of these Official Rules, no Grand Prize will be awarded in this Contest.**

There is one (1) daily prize per contest play, and one (1) Secondary Prize available to be won in the Contest, as follows:

**DAILY PRIZE:** Two (2) vouchers good for entry into one movie at participating Landmark Cinema locations in Canada. Additional restrictions apply and will be provided upon receipt of pick up. Approximate value of this daily prize is \$25 CDN

### **SECONDARY PRIZE:**

- One(1) \$5,000 credit towards Mattresses and furniture only at Leon’s Furniture Kingston. This prize does not include taxes, delivery, and is based on available inventory.
- One(1) Landmark Cinemas VIP movie card for 2020. Additional restrictions apply and will be provided upon receipt of pick up. Approximate value of this daily prize is \$1,500 CDN
- One(1) Seasons Ticket package to The Kingston Frontenacs Hockey Club 2019-2020 season. Seats are pre-determined and cannot be re-sold, refunded, or exchanged. Approximate value of this prize is \$750 CDN

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.

## 9. 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.

#### **10. HOW WILL THE POTENTIAL SECONDARY PRIZE WINNER BE SELECTED?**

- (a) Following the end of the Entry Period, a representative of the Contest Sponsors will telephone each Finalist (including, without limitation, any potential Grand Prize winner) to invite him/her to attend an event (the “**Secondary Prize Event**”) at Leon’s Furniture Kingston 2730 Princess St, Kingston, ON K7P 2W6, or at such other location as may be advised by the Contest Sponsors, the time and date of which event to be determined in the absolute discretion of the Contest Sponsors.
- (b) At the Secondary Prize Event, a representative of the Contest Sponsors will conduct a random draw from among all eligible Finalists in attendance. One (1) Finalist will be selected as a potential Secondary Prize winner. In the event any potential Secondary Prize winner declines the Secondary Prize for any reason, and/or does not meet the requirements set forth in these Official Rules, as determined by the Contest Sponsors in their absolute discretion, he/she will be disqualified, the prize will be forfeited and, in the Contest Sponsors’ discretion and time permitting, an alternate potential Secondary Prize winner may be randomly selected, or the Contest prize may be cancelled.

#### **11. 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.

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

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

#### **13. 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.

#### **14. 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.

## 15. 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.

## 16. 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.

## **17. 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.

## **18. 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.

## **19. 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.

## **20. 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.

## **21. 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.

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