

FRESH NIGHT OUT CONTEST RULES

THE FRESH NIGHT OUT CONTEST (THE “**CONTEST**”) IS INTENDED TO BE CONDUCTED IN THE PROVINCE OF ONTARIO ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. PARTICIPANTS MUST BE OF THE AGE OF MAJORITY IN THE PROVINCE OF ONTARIO 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 majority or older in the province of Ontario at the time of entry;
- (c) live within a fifty (50) kilometer radius of the city of Kingston, Ontario; and
- (d) if selected as potential Winner (as defined in Section 4(a) below), be willing and able to travel and participate in the Prize (as defined in Section 4(a) below) on June 17, 2023.

Employees of Corus Radio Inc. operating CKWS-FM (the “**Station**”) and its parents, affiliates, subsidiaries, related companies, successors and assigns (together with the Station, “**Corus**”), Clark Bus and Marina Ltd. and its affiliates, subsidiaries, related companies, successors and assigns (collectively, “**Clark**” and together with Corus, the “**Sponsors**”), advertising and promotional agencies, and/or the household members of any of the above are not eligible to enter.

The Sponsors shall have the right at any time to require 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 Sponsors for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The 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.

2. CONTEST PERIOD. The Contest begins at 7:00 a.m. Eastern Time (“**ET**”) March 27, 2023 and ends at 11:45 p.m. ET on April 7, 2023 (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. To enter, listen to the Station Monday through Friday between 7:00 a.m. and 11:59 p.m. ET, during the Contest Period, for two (2) back-to-back Ed Sheeran songs (the “**Songs**”). Upon hearing the Songs listeners are invited to visit 1043freshradio.ca (the “**Contest Website**”) to complete and submit the entry form together with the time you heard the Songs to qualify to enter the prize draw. No entries will be accepted by any other means.
- (b) Limit of one (1) entry per person, per Songs. In the case of multiple entries, only the first eligible entry will be considered.

- (c) All entries become the sole property of the Sponsors 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 Sponsors with proof that they are the authorized account holder of the e-mail address associated with their entry.
- (e) Streaming listeners may be listening to a delayed stream of the radio signal, which may vary depending on the device on which you are listening and the speed of the internet connection. Sponsors recommend turning on a radio to the Station for the Code. Sponsors assume no liability for entrants not making timely phone calls to the Station due to delays in the streamed signal.

4. PRIZE.

- (a) There is one (1) prize (“**Prize**”) available to be won by the Prize winner (“**Winner**”) consisting of the following:
 - (i) Tickets for Winner and three (3) guests (the “**Guests**”) to the Ed Sheeran concert in Toronto, Ontario at the Rogers Centre on June 17th, 2023 (the “**Concert**”);
 - (ii) Dinner for Winner and Guests at a location to be selected by the Sponsors in their sole discretion; and
 - (iii) Round trip ground transportation for Winners and Guests from at a location to be selected by the Company in their sole discretion in Kingston, Ontario to the Rogers Centre in Toronto, Ontario, courtesy of *Clark Executive Coach Line*.
- (b) The approximate value of the Prize is one thousand three hundred Canadian dollars (CDN \$1,300.00).
- (c) Winner is not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.
- (d) In the case of event tickets, the terms by which the event tickets may be redeemed are governed by the applicable retailer or service provider. Corus is not responsible for administering or ensuring compliance with the terms and conditions of the event tickets.
- (e) The Sponsors and/or the Sponsors’ representatives will contact the Winner to coordinate the provision of the Prize within five (5) business days once such Winner has been successfully contacted and notified of their Prize and fulfilled the requirements set out herein.

5. PRIZE CONDITIONS.

- (a) Winner and their Guests must be available to participate in the Prize on June 17, 2023. Should Winner and/or Guests be unable to participate on the dates and times designated by the Sponsors, the Prize will be forfeited and awarded to an alternate winner.
- (b) Winner will be responsible for all incidental costs and expenses not explicitly included in the Prize.
- (c) In the event the Concert is cancelled for any reason whatsoever, that portion of the Prize shall be deemed fulfilled and will not be substituted, except in the sole discretion of the Sponsors.
- (d) Any Guest who is the age of majority and the parent or legal guardian of any Guest who is a minor, shall sign and return the Release described in Section 7 below).
- (e) Prize must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsors. Any unused, unclaimed or declined portion of a Prize will be forfeited, have no cash value and the Sponsors shall have no obligation to provide either an alternative or value-in-kind. The Sponsors reserve the right, in their sole discretion, to substitute a prize of equal or greater value if the Prize (or any portion thereof) cannot be awarded for any reason.
- (f) The Sponsors shall not assume any liability for lost, damaged or misdirected Prizes.

6. WINNER SELECTION.

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

- (a) On or about April 11, 2023 in Kingston, Ontario, one (1) entrant will be selected by a random draw from all eligible entries received during the Contest Period. Before being declared a Winner, the selected entrant shall be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited, mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail, to comply with the Contest Rules and sign and return the Release.
- (b) The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Sponsors.
- (c) THE SELECTED ENTRANT WILL BE NOTIFIED BY TELEPHONE NO LATER THAN APRIL 13, 2023 AT 12:00 PM ET AND MUST RESPOND WITHIN TWO (2) BUSINESS DAYS OF NOTIFICATION. Upon notification, the selected entrant must respond 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, they will be disqualified and will not receive the Prize and another entrant may be selected in the Sponsors' sole discretion until such time as an entrant satisfies the terms set out herein. The Sponsors are not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsors to receive a selected entrant's response.

- (d) If, as a result of an error relating to the entry process, drawing 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.** Potential Winner and any Guest who is the age of majority and the parent or legal guardian of any Guest who is a minor, will be required to execute a legal agreement and release (“**Release**”) that confirms potential Winner's and Guests': (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of each of the Sponsors 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 Sponsors of the unrestricted right, in the Sponsors' collective or individual discretion, to produce, reproduce, display, publish, convert, post, serve, broadcast, 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 five (5) 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.
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, exposure to the COVID-19 virus, 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 Sponsors 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 Sponsors are not responsible for any incorrect or inaccurate information, whether caused by 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 Sponsors 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 Sponsors 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 Sponsors, such as 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 and/or Contest Website.

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 Website throughout the Contest Period. Each entrant further agrees to be bound by the decisions of the Sponsors, which shall be final and binding in all respects. The Sponsors reserve the right, in their 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 Contest Website or any related promotional website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any Corus property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass the Sponsors or any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE 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 SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION. Winner and Guests must at all times behave appropriately when taking part in the Prize and observe the Contest Rules and any other rules or regulations in force at the Prize related locations, including but not limited to any COVID-19 requirements in force. The Sponsors reserve the right to remove from any Prize related location, any Winner and/or Guest(s) who breaks such rules and/or fails to behave appropriately and to disqualify such Winner and/or Guest(s). Any disqualified Winner and/or Guest will forfeit any un-awarded elements of the Prize.
11. **PRIVACY / USE OF PERSONAL INFORMATION.**
- (a) By participating in the Contest, each entrant: (i) grants to the Sponsors the right to use their name, mailing address, age range, telephone number 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 Sponsors the right to use their 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 Sponsors may disclose their Personal Information to third-party agents and service providers of any of the Sponsors in connection with any of the activities listed in (i) and (ii) above.
 - (b) Corus 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 Corus’ Privacy Policy 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 Sponsors and/or their 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:** Sponsors reserve the right, in their 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 Sponsors. 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 Sponsors 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 Corus and any questions, comments or complaints regarding the Contest must be directed to Corus