

## THE FRESH SIZZLIN' BBQ BASH CONTEST RULES

THE FRESH SIZZLIN' BBQ BASH CONTEST (THE “**CONTEST**”) WILL 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 PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE “**CONTEST RULES**”).

### 1. ELIGIBILITY.

1.1 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 at the time of entry in the province of Ontario; and
- (c) live within a one hundred (100) kilometer radius of the city of Kingston, Ontario.

1.2 The following people are not eligible to enter the Contest:

- (a) Employees of Corus Radio Inc., operating as CKWS-FM (the “**Station**”) and its parent, affiliates, subsidiaries, related companies, successors and assigns (together with the Station, “**Corus**”);
- (b) Employees of All BBQ Canada, its affiliates, subsidiaries, related companies, successors and assigns (collectively, “**All BBQ Canada**”, together with Corus, the “**Sponsors**”);
- (c) Any person who has been confirmed as a winner of two (2) Station administered contests within sixty (60) days preceding the Contest start date indicated below where the prize was valued over one thousand Canadian dollars (CDN \$1,000.00); and
- (d) The household members of any of the parties listed in Section (a) to (c) above.

1.3 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 information that does not meet these requirements.

2. **CONTEST PERIOD.** The Contest begins at 9:00 a.m. Eastern Time (“**ET**”) on April 8, 2024 and ends at 5:00 p.m. ET on May 3, 2024 (the “**Contest Period**”) after which time the Contest will be closed and no further entries shall be accepted.

### 3. HOW TO ENTER.

3.1 There is no purchase necessary to enter the Contest. To enter listen to the Station Monday through Friday during the Contest Period between 9:00 a.m. and 10:00 a.m. and between 4:00 p.m. and 5:00

p.m. ET for the cue to call (the “**Cue to Call**”) to be played. Upon hearing the Cue to Call, listeners are invited to call 613-507-1043 (the “**Contest Line**”).

- 3.2 Limit of one (1) Contestant play (as defined below) during the Contest Period. In the case of multiple entries, only the first eligible entry will be considered.
- 3.3 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.
- 3.4 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 Cue to Call. Sponsors assume no liability for entrants not making timely phone calls to the Station due to delays in the streamed signal.
- 3.5 If the telephone connection between the Station announcer and an entrant is not clear, such that the announcer and/or entrant cannot hear each other or the entrant is disconnected, that entrant may, in the sole discretion of the Sponsors, be disqualified and the Releasees (defined in Section **Error! Reference source not found.** below) will not be liable in any way.

#### 4. **PRIZES.**

- 4.1 There is one (1) grand prize (the “**Grand Prize**”) available to be won by the Grand Prize winner (“**Grand Prize Winner**”) consisting of:
  - (a) A Broil King SIGNET 320 3-Burner BBQ with heavy-duty cast iron cooking grid;
  - (b) A Broil King Premium BBQ cover;
  - (c) A Broil King exact fit griddle;
  - (d) A Broil King grill cleaning kit;
  - (e) A Broil King heavy duty stainless steel grill brush; and
  - (f) A set of Broil King perfect spice rubs.
- 4.2 The Grand Prize has an approximate value of one thousand three hundred fifty Canadian dollars (CDN \$1,350.00).
- 4.3 There are forty (40) secondary prizes (each, a “**Secondary Prize**”, collectively the “**Secondary Prizes**”) available to be won by the Secondary Prize winners (each, a “**Secondary Prize Winner**” collectively, the “**Secondary Prize Winners**”), each of which consists of a fifty Canadian dollar (CDN \$50.00) All BBQ Canada gift card.
- 4.4 Grand Prize and Secondary Prizes are hereafter collectively referred to as “**Prize**” or “**Prizes**”. Grand Prize Winner and Secondary Prize Winners are hereafter collectively referred to as a “**Winner**” or “**Winners**”.

4.5 Winners are not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.

4.6 Prizes will be provided to Winners at the Grand Prize draw. Should Winners be unable to attend the Grand Prize draw, Winners may claim their Prizes at the Station located at 170 Queen Street, Kingston, ON K7K 1B2 prior to June 2, 2024.

## 5. PRIZE CONDITIONS.

5.1 Grand Prize does not include delivery.

5.2 In the case of event tickets, gift cards or gift certificates, the terms by which the event tickets, gift cards or gift certificates 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, gift cards or gift certificates.

5.3 Prizes 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.

5.4 Shipped Prizes shall not be insured and the Sponsors shall not assume any liability for lost, damaged or misdirected Prizes.

## 6. WINNER SELECTION.

6.1 Forty (40) Secondary Prize Winners shall be selected as follows:

- (a) The seventh (7<sup>th</sup>) caller through the Contest Line for each Cue to Call shall be selected to play (each a “**Contestant**”).
- (b) The Station announcer shall hum the tune of a song (the “**Song**”) for the Contestant and if the Contestant can correctly identify the Song title or artist, they will receive a Secondary Prize and be entered into the draw for the Grand Prize.
- (c) If a Contestant cannot identify the Song, they will not be eligible to win a Prize and the Station will move on to the next caller until such time, a Contestant correctly identifies the Song. Each Contestant shall only be eligible to win one (1) Secondary Prize.
- (d) Before being declared a Secondary Prize Winner, each Contestant 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 to sign and return the Release (described below).

6.2 One (1) Grand Prize Winner shall be selected on May 11, 2024 between 11:00 a.m. and 1:00 p.m. by a random draw from all Secondary Prize Winners present at 496 Days Road Kingston, Ontario K7M 5R4. Should a Secondary Prize Winner not be able to attend the draw, they will not be eligible to win the Grand Prize. The odds of being selected as a potential winner are dependent upon the number of Secondary Prize Winners attending the draw.

6.3 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 Winners will be required to execute a legal agreement and release (“**Release**”) that confirms each potential Winners’: (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 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 two (2) 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, indemnifies 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 the Releasees from any and all claims made 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 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 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 or liability in the event that the Contest cannot be conducted as planned for any reason, including reasons beyond the control of the Sponsors, such as tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest.
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 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 (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 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. Secondary Prize Winners must at all times behave appropriately when taking part in the Grand Prize draw and comply with the Contest Rules and any other rules or regulations in force at any other Grand Prize draw-related locations. The Sponsors reserve the right to remove from any other Grand Prize draw-related locations, any Secondary Prize Winner who breaks such rules and/or fails to behave appropriately and to disqualify such Secondary Prize Winner. Any disqualified Secondary Prize Winner will forfeit any un-awarded elements of the Prize.

**11. PRIVACY / USE OF PERSONAL INFORMATION.**

11.1 By entering the Contest, each entrant expressly consents to Corus, and its third-party agents and service providers, to collect, use, store, and share any personal information submitted by entrant to enter the Contest, such as name, age of majority confirmation, and contact information, as applicable, only for the purpose of implementing, administering, and fulfilling the Contest as described in these Contest Rules, and in accordance with Corus' Privacy Policy, available at <http://www.corusent.com/privacy-policy>.

11.2 Each Winner further consents that: (a) any personal information they have provided in connection with this Contest may be shared with All BBQ Canada for the purpose of facilitating the delivery or fulfillment of a Prize; and (b) Corus may broadcast, publish, disseminate and otherwise use a Winner's name, city/town/village and province/territory of residence, image and/or voice in connection with any promotion and/or publicity purposes without further compensation to Winner.

11.3 No communication unrelated to the Contest, commercial or otherwise, will be sent to the entrant unless the entrant otherwise expressly agrees to receive further communications from Sponsors.

**12. INTELLECTUAL PROPERTY.** All intellectual property, including but not limited to trade-marks, 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.** The 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. Any questions, comments or complaints regarding the Contest must be directed to Corus.