

**K96-3 Kelowna's Classic Rock
SONG OF THE DAY
BORN TO BE WILD
Contest Rules**

1. The K96-3 "BORN TO BE WILD, SONG OF THE DAY" contest (hereinafter: the "Contest") is brought to you by Newcap Radio, (hereinafter: the "Contest Organizers"). The Contest runs in British Columbia, Canada **from March 26, 2018 to April 21st, 2018** (hereinafter: the "Contest Period").

ELIGIBILITY

2. This Contest is open to all persons who have reached the age of majority, residing in British Columbia, Canada the first day of the Contest Period. Notwithstanding the preceding, the Contest is not open to individuals associated with the Contest, including the employees, agents and representatives of the Contest Organizers, (including their respective divisions, subsidiaries, affiliates and agencies), their advertising and promotional agencies, suppliers of prizes, materials and services related to this contest or any other party directly linked to the holding of this Contest (the "Excluded Individuals"). This Contest is also not open to the immediate family members of the Excluded Individuals. For the purpose of these Contest Rules, "immediate family" includes: father, mother, brothers, sisters, children, legal or common-law spouse and individuals with whom such employees, agents and representatives reside.

HOW TO ENTER

3. **No purchase necessary.** To enter, you must comply with the eligibility criteria set out in these Contest Rules within the Contest Period. To qualify to win the Grand Prize, call 250-763-5963 when you hear the designated qualifying song that played in the morning show with K Mornings David and Tony broadcast on K96-3 terrestrial radio (hereinafter: the "Station") during the afternoon drive with Rickie Tyler. You must be the 9th (ninth) caller, provide your last name, first name, age, complete address and postal code, email address and phone number with the area code.

You may begin calling immediately upon hearing the opening notes of the song however you must hear the song in its entirety. Further – the song must be played during live local programming – occasions that may occur in pre-recorded programs, syndicated programming such as countdown shows, overnight plays or other specialty programs, are not considered contest occasions and do not qualify for prizing.

Should you qualify for Born To Be Wild, Song of the Day you are required to be on site, Saturday, April 21st at Konquer Motorcycles (892 McCurdy Place, Kelowna, BC V1X 8C8) for the reverse draw to win a custom built Harley-Davidson Motorcycle and custom helmet. The named qualifier must be on site and no stand ins are allowed. Those who fail to be on site forfeit the chance to win the motorcycle. Each person will draw an envelope from a box and only one key will be red. The person with the red key is the winner of the motorcycle. Any other key colour is not the winning participant.

4. PRIZE DETAILS AND RESTRICTIONS

There is one grand prize available, one custom built 2012 Harley-Davidson XL1200X

motorcycle and one custom painted helmet. This prize includes all taxes.

5. There is a limit of one qualifier per household during the contest period. ID will be required when claiming the qualifying spot.
6. The odds of a participant's receiving a winning red key is depend upon the number of entries received in accordance with section 3 above.

HOW TO BECOME A CONTESTANT

7. In order to be declared a contestant, each selected potential contestant must be in compliance with these Contest Rules and in particular, the following:

Answer correctly, the mathematical skill-testing question asked on a publicity release and liability waiver form (hereinafter: the "Release Form") sent by the Contest Organizers;

Sign a publicity release and liability waiver form (hereinafter: the "Release Form") sent by the Contest Organizers and return it to them.

8. By entering the Contest, each entrant agrees to abide by these Contest Rules. In the event the potential or declared contestant fails to comply with any one of the conditions set out above or any other conditions set out in these Contest Rules, the Contest Organizers reserve the right to disqualify such entrant from the Contest and if time allows, a new contestant will be chosen in accordance with these Contest Rules, until a winner is selected.

HOW TO CLAIM A PRIZE

9. Within fifteen (15) days following the moment the contestant is declared a winner the Contest Organizers will inform winners on how to take possession of their prize. In the event the winner fails to collect his or her Grand Prize in accordance with the instructions set out in this paragraph, the winner will forfeit the right to collect the Grand Prize, and the Contest Organizers reserve the right to withdraw the Grand Prize entirely, with no further obligation to award such Grand Prize in any additional draws.

GENERAL CONDITIONS

10. **Verification.** Entry Forms are subject to verification by the Contest Organizers. Any Entry Form which is incomplete, incomprehensible, inaudible, illegible, fraudulent, mutilated, altered, contains false information or is not received within the Contest Period, or otherwise does not confirm to these Contest Rules will automatically be rendered invalid and will not entitle such entrant to be eligible for a prize.
11. **Disqualification.** The Contest Organizers reserve the right to disqualify any person or cancel one or more entries of any person participating in this Contest or trying to participate by means contrary to these Contest Rules or in a manner which is unfair to other entrants (e.g.: use of an Entry Form obtained from an unauthorized source, entries exceeding the limit allowed, computer hacking, etc.). Any attempt to tamper with the entry process, interfere with these Contest Rules, deliberately damage any website or undermine the administration, security or legitimate operation of the Contest, is a

violation of criminal and civil laws and the Contest Organizers reserve the right to seek damages and/or other relief from all persons responsible for such acts to the fullest extent permitted by law, which may include banning or disqualifying entrants from this and future contests. Such person may be referred to the appropriate judicial authorities.

12. **Non compliance/eligibility.** If a potential or declared winner is not in compliance with these Contest Rules, the Contest Organizers reserve the right to disqualify such entrant from the Contest and randomly select further entrants from the remaining eligible entries until a winner is finally declared. Any potential or declared winner, who is not in compliance with these Contest Rules, must so inform the Contest Organizers immediately upon being contacted by the Contest Organizers.
13. **Acceptance of prize.** Prizes must be accepted as described in these Contest Rules and may not be transferred to another person, substituted for another prize, or exchanged in full or in part for cash, subject to the section below.
14. **Refusal of a prize.** The refusal by a potential or declared winner to accept any Prize awarded in accordance with the Contest Rules, releases and forever discharges the Contest Organizers, Prize Suppliers and their agents of all obligations related to the Prize, including delivery.
15. **Liability limit – use of prize.** Each entrant and any potential or declared winner releases the Contest Organizers, their subsidiaries, respective divisions, their parent corporations, their advertising and promotional agencies, their shareholders, officers, directors, employees, agents and representatives (hereinafter: the “Beneficiaries”) and Prize Suppliers, from any and all liability for any and all damage, loss or liability suffered as a result of or arising from the entrant’s participation in the Contest or the acceptance or use of his/her prize. In order to be declared a winner and prior to obtaining his/her Prize, any potential or declared winner agrees to sign a declaration to such effect in the Release Form. The guest of a winner (or a parent or legal guardian in the case of a minor) will also have to sign such a declaration to that effect in the Release Form, failing which they will not be able to take part in the vacation.
16. **Liability of prize supplier.** Any person selected for a Grand Prize acknowledges that upon receipt of a letter confirming the Grand Prize, all services to be rendered in connection with their Prize become the sole responsibility of the Prize OR services supplier. A declaration to such effect will be included in the Release Form.
17. **Liability limit – running of the contest.** The Beneficiaries are not liable for faulty computer components, software, or links; the loss or non-existence of communications capability; or faulty, incomplete, incomprehensible, or erased computer or network transmissions that make it difficult, or render a user unable, to enter the contest; problems with any website or website feature howsoever caused, the malfunction of, or damage caused to, any telephone or network or lines, computer equipment, data or software, online systems, servers or access providers; or the security or privacy of information transmitted via computer networks; or for breaches of privacy due to interference by third party computer “hackers” The Beneficiaries are not liable for any harm contestants may suffer directly or indirectly as a result of downloading any Web page or software or transmitting any information related to entry in the Contest. Further, the Beneficiaries assume no responsibility for entries lost, stolen, delayed, damaged or misdirected.

18. **Web site access.** The Beneficiaries do not guarantee access to or non-interruption of the Web site during the Contest Period or that it will be exempt from any errors.
19. **Modification.** The Contest Organizers reserve the right, at their sole discretion, to cancel, terminate, modify or suspend this contest, in whole or in part, in the case of the occurrence of an event, an error or any human intervention that could corrupt or affect the administration, safety, impartiality or the running of the Contest as provided in these Contest Rules.
20. **Limit of prizes.** In no event shall the Beneficiaries be obligated to award more prizes than set out in these Contest Rules or to award prizes otherwise than in compliance with these Contest Rules.
21. **Impossibility to act – labour dispute.** The Beneficiaries shall not be responsible for any damages for a failure to operate the Contest in accordance with these Contest Rules in any case where their incapacity to act results from circumstances or a situation beyond their reasonable control or because of a strike, lock-out or any other labour dispute in their company or those of businesses which services are used for holding this Contest, war, riot, insurrection, earthquake, terrorism, civil commotion, fire, flood, accident, storm or any other act of nature.
22. **Liability limit– participation.** Any person who participates or tries to participate in this Contest releases the Beneficiaries from any and all liability for damages which he/she could suffer from participating or trying to participate in this Contest.
23. **Authorization.** By entering this Contest, each declared winner consents to the Contest Organizers, their representatives to use, at their sole discretion and if required, their name, photograph, likeness, testimonial related to the Prize, place of residence and/or voice without compensation whatsoever and that, without limit as for the period of use, in any media and on a worldwide scale, for publicity purposes or for any purpose that may be considered relevant. A declaration to such effect will be included in the Release Form.
24. **List of Qualifiers and Winner.** From April 23rd, 2018 to May 25th, 2018 a list of qualifiers and Winner will be available at the office of the Station Monday to Friday from 9 a.m. to 5 p.m.
25. **Property of entries.** Entry Forms are the sole property of the Contest Organizers and at no time will be returned to entrants.
26. **Communication with entrants.** No communication (other than while registering) or correspondence will be exchanged with entrants in the context of this Contest with the exception of selected entrants or declared winner.
27. **Personal information.** Contestant personal information that is collected in this Contest will be used solely by the Contest Organizers, and their representatives for the administration of the Contest. There will be no communication of commercial or of any other nature, unrelated to this Contest sent to an entrant, unless such entrant gives specific authorization to the Contest Organizers for that specific purpose.

28. **Decisions of the Contest Organizers.** All decisions of the Contest Organizers or those of their representatives regarding this Contest are final and binding.
29. **Identification of the contestant.** For the purposes of these Contest Rules, the entrant is the person whose personal information is printed on the Entry Form. It is to this person that the mathematical skill-testing question will be asked and the prize awarded if selected and declared a winner.
30. **Unenforceability.** If a section of these Contest Rules is declared or ruled by a Court of Law as illegal, unenforceable or void, that section will be deemed void but all other sections not affected will be enforced as allowed by Law.
31. **Jurisdiction.** This Contest is subject to all applicable federal, provincial and municipal laws.