

## **Z95.3**

### **Z-FX Fall 2017 Contest Rules**

1. The “Z-FX Contest” contest (hereinafter: the “Contest”) is brought to you by Z95.3, (hereinafter: the “Contest Organizers”). The Contest runs in British Columbia, Canada from August 28, 2017 at 7:00 a.m. to November 17, 2017 at 5:00p.m. PT Mondays through Fridays or any other time at the stations discretion (hereinafter: the “Contest Period”). In the event that the Z-FX is not guessed by November 17, 2017 – the contest will continue and the end date will be extended until such time as the active Z Effect is solved.

#### **ELIGIBILITY**

2. This Contest is open to all persons residing in British Columbia, Canada who have reached the age of majority in their province or territory of residence as of the first day of the Contest Period.
3. 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, and other 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”).
4. 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 AND PLAY**

5. No purchase necessary. To enter, you must comply with the eligibility criteria set out in these Contest Rules within the Contest Period. To qualify, be the selected caller at the designated time as announced on Z95.3. If chosen as a contestant, the player will be given the opportunity to identify a mystery sound effect: the Z-Effect. If the Z-Effect is correctly identified, the contestant will win the current cash amount available in the jackpot. Cash jackpots will start at random amounts and will increase by \$250.00 each time the game is played and the Z-Effect is not correctly identified. Cash jackpots may also be doubled or otherwise escalated on designated but not published or pre-promoted occasions.

#### **PRIZE DESCRIPTION**

6. The following grand prizes are available to be won, Monday through Fridays or any other time at the stations discretion (excluding statutory holidays) during the contest period:
  - 6.1 Cash jackpots in varying amounts

7. There is a limit of one prize per household within the contest period. An ID will be required when claiming the prize. In the event that a contestant competes and solves the Z-Effect twice or more within the contest period, they will be disqualified and not be eligible to collect any prizes other than that which they were awarded in their original attempt.

8. All expenses associated with the collection of prizes shall be assumed by the winner.

9. The odds of a participant's entry being randomly selected depend upon the number of entries received in accordance with section 3 above.

### **HOW TO BE DECLARED A WINNER**

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

10.1 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;

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

10.3 Be available to play the contest at the time of the Contest Organizers choosing at the time chosen by the Contest Organizers.

11. 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 draw for the contestant will be held in accordance with these Contest Rules, until a contestant is selected.

### **HOW TO CLAIM A PRIZE**

12. 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 prize in accordance with these instructions, the winner will forfeit the right to collect the prize, and the Contest Organizers reserve the right to withdraw the prize entirely, with no further obligation to award such prize in any additional draws.

### **GENERAL CONDITIONS**

13. **Verification.** Phone Entries are subject to verification by the Contest Organizers. If, due to technical or equipment failure while participating in the contest – ie. the connection is lost or communication is otherwise inaudible, the contest shall be deemed to be over and the guess will be considered incorrect.

**14. 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.

**15. 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.

**16. Acceptance of prize.** Prizes must be accepted as described in these Contest Rules and may not be transferred to another person, or substituted for another prize. Prizes must be claimed within six months of the date of winning, or they will be forfeited in their entirety.

**17. Substitution of prize.** In the event it is impossible, difficult and/or more costly for the Contest Organizers to award a prize (or part of a prize) as described in these Contest Rules, the Contest Organizers reserve the right to award a prize (or part of a prize) of similar nature and equivalent value or, at their sole discretion, the value of the prize (or of the part of the prize) in cash.

**18. 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 and their agents of all obligations related to the prize, including delivery.

**19. 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”) 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.

**20. Liability of prize supplier.** Any person selected for a grand prize acknowledges that upon receipt of a letter confirming the 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.

**21. Liability limit – running of the contest.** The Contest Organizers are not liable for faulty computer components, disconnected phone lines, 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 Contest Organizers 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 Contest Organizers assume no responsibility for entries lost, stolen, delayed, damaged or misdirected. If at any time the stations’ phone line becomes disconnected, the Contest Organizers reserve the right, at their sole discretion, to postpone a contest play or modify the entry mechanism to a text-in mechanism.

**22. Web site access.** The Contest Organizers 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.

**23. 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.

**24. Limit of prizes.** In no event shall the Contest Organizers 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.

**25. Impossibility to act – labour dispute.** The Contest Organizers 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.

**26. Liability limit– participation.** Any person who participates or tries to participate in this Contest releases the Contest Organizers from any and all liability for damages which he/she could suffer from participating or trying to participate in this Contest.

**27. 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.

**28. List of winners.** From November 17, 2017 – December 31, 2017, a list of winners will be available at the office of the Station Monday to Friday from 8:00am to 4:30pm.

**29. Property of entries.** Entry Forms are the sole property of the Contest Organizers and at no time will be returned to entrants.

**30. 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.

**31. 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.

**32. Decisions of the Contest Organizers.** All decisions of the Contest Organizers or those of their representatives regarding this Contest are final and binding.

**33. 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.

**34. 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.

35. **Jurisdiction.** This Contest is subject to all applicable federal, provincial and municipal laws.