

## 96.3 Capital FM Dream Weaver Contest (the “Contest”)

### Contest Rules and Regulations (the “Official Rules”)

- 1) **CONTEST PERIOD**– Newcap Radio Edmonton and 96.3 Capital FM (collectively, the “Station”) are offering the chance to make your dreams come true. The Contest runs from February 26 at 12:01am MST to April 13, 2018 at 9:00am MST (“Entry Period”).
- 2) **ELIGIBILITY** – The Contest is open to legal residents of Alberta who are eighteen (18) years of age or older as of the entry date and reside in the Edmonton Central Market (Area 8119); as defined by Numeris.

The following are not eligible to enter or win:

- a) Employees, officers, directors, and agents of the Station, and the parent, subsidiaries, and affiliated entities of the Station; and
  - b) The Station’s advertising and promotional agencies and participating sponsors; and
  - c) Members of the immediate families (spouse, parents, grandparents, siblings or children) and those living in the same household of each (whether related or not) of those listed in (a) to (c), above.
- 3) **HOW TO ENTER** – No purchase is necessary. Contest entry is open to listeners that are part of the Edmonton Central Market (Area 8119) as defined by Numeris. Enter the Contest by logging onto [963capitalfm.com](http://963capitalfm.com) during the entry period and by filling out the on-line ballot/entry form for the contest.
  - 4) **ENTRY LIMITS** - One entry per household. All entries are subject to verification. The Station shall have the right at any time, but not the obligation, to require proof of identity and eligibility to enter the Contest. Contest entrants acknowledge that the failure to provide such proof upon request may result in disqualification in the sole and absolute discretion of the Station.
  - 5) **SUBMISSION REQUIREMENTS** -
    - a) By participating, Contest entrant agrees to comply with these Official Rules and the decisions of the Station, which are final and binding in all respects. The Official Rules govern the Contest. By entering or attempting to participate in the Contest, you will be deemed to have received, understood, and agreed to the Official Rules.
    - b) Entry must include a truthful, written submission that describes, in 100 words or less, the dream prize you wish to win and the reason why you wish to win the prize described (“Entry Material”).
    - c) You warrant that the Entry Material is original to you, does not violate any law or any person’s copyright, intellectual property rights or any other right and that you have secured the necessary consent to disclose any personal information of others.
    - d) Entry Material will not be returned to you and may be modified or edited by Newcap as it deems appropriate in its sole discretion.
    - e) Contest entrants grant the Station the irrevocable right to use their Entry Material, including but not limited to their dream, name, voice, likeness and photograph in any media worldwide and for any purpose related to the Contest (or any contest that is similar to Dream Weaver), including the right to publish, post, broadcast, display, modify, edit, translate, or create derivative works from their Entry Material, all without notification, compensation, or additional consideration to the Contest entrant.
    - f) Contest entrants waive all claims to moral rights in any use of their Entry Material by the Station.

6) **PRIZES –**

- a) The value of an individual prize to be awarded to a Contest entrant is a maximum of the equivalent of ten thousand Canadian dollars (\$10,000 CDN) in the form of items, services, and/or cash.
- b) The number of prizes awarded will depend on the value of the dreams described in the Entry Material, with no fewer than six (6) prizes awarded during the Contest Entry period.
- c) The Station will endeavor to provide each Contest winner with a prize that is comparable in nature and value to the prize described in the winner's Entry Material as determined in the sole and absolute discretion of the Station. In no circumstances is a Contest winner entitled to financial compensation if he/she is awarded a prize that is valued at less than \$10,000 CDN.
- d) Prize must be accepted as awarded, without substitution, transfer, exchange or assignment, unless otherwise determined in the absolute discretion of the Station and/or prize supplier(s). Prize may not be exactly as advertised. Except as expressly warranted herein, prize is provided "as is" without further warranty of any kind.
- e) Any unused portion of the prize, once awarded, will be deemed forfeited by the applicable winner and no financial compensation will be made or required of such unused portion. Prize will not be replaced if lost, destroyed, mutilated or stolen.
- f) The Station and/or the prize supplier(s) reserve the right, in their absolute discretion, to substitute a prize or a component of a prize with a prize or a component of a prize (as applicable) of equal or greater value, including, without limitation, a monetary award, if the prize or prize component cannot be awarded by the Station and/or the prize supplier(s) for any reason.
- g) Once awarded, prize may not be resold or commercially traded in any manner, directly or indirectly, and the Station reserves the right to ban or disqualify any entrant from any contest, including future contests, should it be reasonably believed such entrant acted or attempted to act in contravention of the foregoing restriction.

7) **SELECTION PROCESS** - In order to win a prize, there are three steps: first, a Contest entrant must have his/her Entry Material judged to be broadcast on-air; second, he/she must call the Station within ten (10) minutes of the broadcast to verify the entry. Third, his/her name is drawn on the following Monday.

- a) At the first step, throughout the Contest Period, a panel of judges ("Judges") appointed by the Station in their sole and absolute discretion will judge all eligible entries as they are received, based on the following criteria: Inspirational and compelling nature of the Entry Material (50%); Feasibility of awarding a meaningful prize associated with the Entry Material (25%); and, Clarity and precision in the Entry Material as to the desired prize (25%).
- b) Based on the above criteria, the Judges will select three ("3") entries to broadcast on-air at 96.3 Capital FM, each weekday from March 6 to April 13, 2018 at 8:15am, 1:15pm and 4:15pm.
- c) Upon hearing the broadcast, the person whose Entry Material is broadcasted on-air will then have 10 minutes to call 96.3 Capital FM at 780-451-8096 to verify his/her submission and be entered into the following Monday's Dream Draw.
- d) Each Monday during the Contest Period, one eligible entrant will be selected by random draw from among all eligible entries judged and verified (up to a maximum of \$10,000).
- e) If the Station does not receive a call from the selected entrant within 10 minutes of the time of a name being announced, or the Station receives a call but the telephone line is dead when answered by the Station representative, no audible response is heard, or no one responds after five seconds, then the selected entrant will not be entered into the Monday Dream Draw.
- f) On-air qualified entries March 5-9, 2018 will be drawn the following Monday, March 12. This process and schedule will start again each week and continue until April 13, 2018.
- g) In the event that an entrant's submission was broadcast on-air, and he/she did not call in within the allotted time to verify it was his/her submission, the entry will not go into the

Monday Dream Draw. However his/her submission will go back into the submission pool to be judged at a later date.

- h) Submissions that are verified, but do not win on Monday(s) will also be put back into the submission pool and could be picked at a later date.
- i) The Judges' rulings are final and without appeal in all matters related to the contest and the awarding of the Monday Dream Draw Prizes. The decisions of the Judges shall be final and binding (and without appeal) and may not be challenged in any way.

8) **CLAIMING A PRIZE –**

- a) The Station will make three (3) attempts to contact each Monday Dream Draw Prize winner by email or telephone, using the information associated with his/her entry, within ten (7) days of the draw. If the potential Prize winner cannot be contacted, then he/she will be disqualified.
- b) In order to claim the "Monday Dream Draw Prize", the selected entrant must first correctly answer, unaided, a time-limited, mathematical skill-testing question.
- c) Entrants eligible to receive a prize will be required to sign a declaration confirming understanding, acceptance and compliance with the Official Rules and acceptance of the Dream prize, as awarded.
- d) Before accepting the prize, the winner agrees to sign a Release and Indemnity in a form satisfactory to the Station to release the Station, their affiliates, subsidiaries, sponsors, advertisers, advertising and promotion agencies their respective directors, officers, employees and assigns, from any liability and to indemnify and hold them harmless against any and all claims and liability arising out of entry to the Contest and acceptance and use of the prize. Winners assume all liability for any injury or damage caused, or claiming to be caused, by participation in this Contest or use or redemption of any prize. By participating in this Contest, entrants agree to be bound by the Official Rules and the decisions of the judges.
- e) All cash prizes will be awarded by cheque. The Newcap Radio Edmonton Promotions Department will contact all winners to notify them when cheques are available for pick-up.
- f) If a Dream prize winner a) fails to correctly answer the skill-testing question, b) fails to properly execute the required declaration, release and indemnity, or c) cannot accept the prize for any reason, then he/she will be disqualified.

9) **PRIVACY**

By entering the Contest, the entrant consents to the Station's collection, use and disclosure of their personal information.

Over the course of participating in the Contest, the entrant may be given the option to receive commercial e-mails or other communications of a commercial nature from our sponsors and other parties. Should the entrant elect to receive commercial communications from Newcap, their personal information will be used by Newcap to that end.

The his/her personal information may be disclosed to a third party in the following circumstances:

- (a) in accordance with the Official Rules, or with the entrant's consent, or as otherwise permitted or required by law.
- (b) if the entrant elected to receive commercial communications from a party other than Newcap, Newcap will disclose the entrant's personal information to that other party for that purpose
- (c) if the entrant is a potential prize winner, the Station may disclose their personal information to any prize supplier for purpose of prize fulfillment; and
- (d) if the entrant has been asked to sign and return a release of liability and consent to publicity form or other documentation in accordance with the terms of the Official Rules, the Station may disclose your personal information to any interested party, such as an entity who is release from liability

10) **GENERAL CONDITIONS –**

- a) This Contest is subject to all applicable federal, provincial, and local laws and regulations
- b) Anyone determined by the Station to be in violation of the Official Rules for any reason is subject to disqualification in the sole and absolute discretion of the Station at any time.
- c) In the event any potential winner declines a prize for any reason, and/or does not meet the requirements set forth in the Official Rules, as determined by the Station in its absolute discretion, he/she will be disqualified and the prize will be forfeited.
- d) Off air or technical difficulties will nullify all or part of play of the Contest. Eg. The 96.3 Capital FM radio transmission is broken, without recourse.
- e) If an event, concert, show or performance awarded as part of a Dream Prize is cancelled beyond the control of the Station, or if a ticket is lost or stolen, the Station is not responsible to replace the prize.
- f) All Entry Material submitted becomes the sole property of the Station and will not be returned.
- g) The Station and affiliates are not responsible for any interruption in service, miscommunications, misdirected calls or transmissions or technical failure of any kind in carrying out this Contest.
- h) The Station shall not be held accountable or responsible for misdirected phone calls, interruption in telephone service, busy signals and/or any other difficulty in contacting the Station by means of the contest line.
- i) The Station, in their absolute discretion reserve the right to make substitutions of equivalent kind or value in the event of the unavailability of any component of the prize for any reason whatsoever.
- j) The Station reserves the right to discontinue the Contest or alter the Official Rules at any time.