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## Mix 96-5 (CKUL-FM) Payday Bonus Contest Rules

The "Payday Bonus" contest (hereinafter: the "Contest") is brought to you by Newcap Radio, (hereinafter: the "Contest Organizers"). **The Contest runs in Halifax, NS from 12:01am AT on September 4<sup>th</sup>, 2018 to 5:00pm AT on October 26<sup>th</sup>, 2018** (hereinafter: the "Contest Period").

### ELIGIBILITY

This Contest is open to all persons residing within the Halifax CMA as outlined by Numeris, who have reached the age of majority as of 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, 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").

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

**No purchase necessary.** To enter, you must comply with the eligibility criteria set out in these Contest Rules within the Contest Period. Go to [mix965.ca](http://mix965.ca) and navigate to the Payday Bonus page. Complete all the required registration fields, including desired times to have your name drawn (Options are 9AM and 3PM AT Mon-Fri).

### ENTRY VIA TELEPHONE

Sponsors' agent will call select businesses in the Halifax, NS area between September 4<sup>th</sup> and September 14<sup>th</sup>, 2018. Businesses will be selected by Sponsors in their sole discretion. The individual who answers the phone call from Sponsors' agent will have the opportunity to enter his or her name in the Contest.

### HOW TO PLAY

Each weekday (*excluding statutory holidays*) starting September 4<sup>th</sup>, 2018, a random drawing will take place at the offices of the contest organizers to determine which names will be announced for each daily contest occasions. Those names will be announced on-air at approximately 9AM and 3PM AT. The name announced will have nine (9) minutes from the time of the name being announced to call 902-453-9650 and verify that their name was announced and prove to be that person by identifying information submitted during the registration process. Winner will win \$100.

### TELL-A-FRIEND ENTRY:

After entering via any method as set forth above, you will also be provided an ongoing opportunity to "Tell A Friend" to participate in Payday Bonus. If you "Tell A Friend" through the "Tell A Friend" link on the web site and if that friend enters Payday Bonus and your friend's name is randomly drawn from all eligible entries received and his/her name is announced at 9AM and 3PM AST and your friend hears his/her name announced, he/she will have nine (9) minutes to call 902-453-9650 to win. If your friend whose name is announced calls within the nine (9) minutes, you will win a bonus check for either \$100, referral prize. If the listener whose name is announced during a specific time slot does not call in within nine (9) minutes, no



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prize will be awarded for that time slot and you will not receive a bonus check for referring that friend. There is no limit to the number of friends you CAN refer however only 1 referral prize will be awarded per person.

## **PRIZE[S] DESCRIPTION**

Prize amounts is \$100.

There are additional cash prizes of \$100 for "Tell-A-Friend" entries which result in a winning contest occasion

Every call winner will also be qualified for a chance to win one trip for 2 to the Iberostar Paraiso Beach, Riviera Maya, Mexico.

### **\*\*\*\*\*Trip Restrictions: \*\*\*\*\***

- Halifax Departure
- Travel is valid from February 16, 2019 to May 11, 2019
- Black-out dates apply: March 17 to March 22, 2019
- Reservation needs to be done by February 15, 2019
- No extension will be allowed.

## **PRIZE TERMS:**

All expenses other than those specifically mentioned above as included shall be assumed by the winner.

There is a limit of one prize every 60 days within the contest period. A government issued photo ID will be required when claiming the prize.

In the event that a contestant competes twice or more within the 60 day or one year lockout period, they will be disqualified and not be eligible to collect any prizes other than that which they were originally awarded.

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

## **TRIP PRIZE TERMS & CONDITIONS**

The package does not include fees, gratuities, travel insurance, items of personal nature and any optional tours or sightseeing. We recommend the purchase of medical, accident and baggage insurance, which the prize winners may purchase through tripcentral.ca. It is the prize winners' responsibility to obtain and pay for the required identification documents (i.e. passports, visas, etc.) for their entry into visiting country prior to departure. Failing to provide the required documents may result in denied boarding by the air carrier and/or entry by immigration authorities. Transat is not responsible in this respect. It is the prize winners' responsibility to check with the airline for baggage restrictions.

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

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



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

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

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**

Within seven (7) days following the moment the contestant is declared a winner the Contest Organizers will call the winner to explain how to claim their prize and verify spelling of their name. A cheque will be processed for the winner based on this information. Cheque can take 4-6 weeks to be processed. When cheque is ready, winner will be called again to inform them that cheque is ready for pick up at the Station. Winner will have thirty (30) days from that day to pick up their prize. Only one winner or qualifier for Payroll per household per 60 days on each NewCap Inc. broadcasting station, for prizes valued under \$1000 dollars. After winning a prize valued \$1000 or more, winner must wait one full year before being eligible to win another prize \$1000 or more. All sales, prize and other taxes, costs, gratuities, fees, expenses and any other incidentals associated with the prize or its use or enjoyment are the sole responsibility of the winner. Prizes are not transferable or exchangeable and may not be substituted by the winner. The Station assumes no responsibility or liability for damages, loss or injury resulting from acceptance or use of the prize.

### **GENERAL CONDITIONS**

**Verification.** Phone Entries 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. If, due to technical or equipment failure while participating in the contest the connection is lost or communication is otherwise illegible.

**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.

**Noncompliance/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



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winner, who is not in compliance with these Contest Rules, must so inform the Contest Organizers immediately upon being contacted by the Contest Organizers.

**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. Prizes must be claimed within 30 days from the date of winning, or they will be forfeited in their entirety.

**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.

**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.

**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. The 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.

**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.

**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.

**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.

**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.



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**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.

**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.

**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.

**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.

**List of winners.** A list of winners will be available at the office of the Station from **September 4th, 2018 – November 2nd, 2018.**

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

**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.

**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.

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

**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.

**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.

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



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