

## RULES AND REGULATIONS

### K-97 Family Plan

The K-97 Family Plan is an on-air call-in-to-win contest being conducted by CIRK-FM (K97) in Edmonton, a station owned and operated by Stingray Radio Inc., (the "Contest Organizer") from Monday, September 12, 2022 to Friday, November 18, 2022 excluding statutory holidays (the "Contest period"). The contest will play a minimum of 196 times during the Contest period. Each contest play has a potential cash prize of \$300.00 (the "Prize").

No purchase necessary, but contest applicants must be registered K-97 Army Members. In order for the chance to play the Family Plan contest, a person (contest applicant) must enter via the Family Plan Contest page on K97.ca; active between August 29, 2022 to November 17, 2022. The person (the contest applicant) completing the on-line entry form must completely fill-out all contest fields. The person (contest applicant) is entering the contest is entering their full contact information, and only the full name and phone number(s) for Family Plan members (and/or residences) of their home who are 16 years of age or older.

Family members and/or residences must have proof they have residency in the home of the person who is entering the contest (ie. Valid passport and/or Driver's License). The information gathered for Family Members (full name and phone number) will only be used for verification during the contest period if the Family Member's name is called.

For the chance to play the daily K-97 Family Plan, listen to K-97 FM weekdays at approximately 7:15am, 8:15am, 3:15pm, & 4:15pm Mountain Standard Time. During these contest times, K-97 will randomly select a Family Plan MEMBER name that the contest applicant submitted. The Family Plan Member name that is announced will have 9-minutes to call-in to 780-451-8097 to claim the cash prize of \$300.00; \$150.00 for the Family Member and \$150.00 for the person who entered their Family Plan Member name. In the event that the Family Plan Member does not call-in within the 9-minute time allotment, neither the Family Plan member or the person who entered the Family Plan member name will win the \$300.00 cash prize.

In the event that a Family Plan member misses their name being called, the contest applicant's entry will put back into the entry system for upcoming Family Plan draws. If you are the only person in a household, you can still enter, but you will only receive \$150.00 if your entry is drawn, and you call-in within the 9-minute time allotment to claim the prize.

The Contest is open to all legal residents of Edmonton Radio Survey Area as defined by Numeris who are eighteen (16) years of age or older with a valid Alberta Driver's License and/or Alberta Passport, excluding employees of K-97, Stingray Radio, its parent company, affiliated companies, advertising and promotional agencies, local radio stations; their staff and personalities, participating sponsors and any persons residing in their respective households. This Promotion is subject to all applicable federal, provincial, and local laws and regulations.

**Limit of one Prize per contestant:** Contestants and Family Members can only win ONCE during the Family Plan contest dates.

In order to claim a Prize, the selected entrant must first have correctly answered, unaided, a time-limited, mathematical skill testing question posed at registration. The contestant will also be required to sign a release and waiver form before being declared the Prize winner. K-97 FM judges' rulings are final and without appeal in all matters related to the promotion and the awarding of the Grand Prize. In the event the contestant does not respect the above conditions, the Prize will be forfeited.

### **GENERAL CONDITIONS**

**Verification.** Online entries, if applicable, are subject to verification by the Contest Organizers. Any entry which is incomplete, incomprehensible, inaudible, illegible, fraudulent, mutilated, altered, contains false information or is not received within the Contest Period, or otherwise does not conform to these Contest Rules will automatically be rendered invalid and will not entitle such entrant to be eligible for a prize.

**Disqualification.** The Contest Organizers reserve the right to disqualify any person or cancel the entry 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 as determined by the Contest Organizers in their sole and absolute discretion (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, as determined by the Contest Organizers in their sole and absolute discretion, 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.

**Substitution of prize.** In the event it is impossible, difficult and/or costlier 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 Participant 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 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.

**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, and their representatives, to use, at their sole discretion and if required, their name, photograph, image, 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.

**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.** By participating in the Contest, Participants consent that any personal information that is submitted as part of the Contest be stored, shared and used by the Contest Organizers, their representatives, media partners, advertising and promotional agencies, solely for the purpose of administering the Contest and in accordance with the Contest Organizer's privacy policy publicly available on the Contest Organizer's website. 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 on all entrants with no rights to appeal.

**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.