

“The Mighty Q Eliminator Pumpkin Drop” Contest Rules

The **“Mighty Q Eliminator Pumpkin Drop”** contest (hereinafter: the **“Contest”**) is brought to you by Stingray Radio Inc. (hereinafter: the **“Contest Organizers”**). The Contest runs in the Provinces of New Brunswick and Nova Scotia from October 1st, 2023 at 12:01am AST until October 31st at 8:59am AST , (hereinafter: the **“Contest Period”**).

ELIGIBILITY

This Contest is open to all persons residing in Canada (excluding Quebec), who have reached the age of majority in their province/territory as of the first day of the Contest Period and live within the Central Saint John, Moncton, Halifax and New Glasgow areas as defined by Numeris and RadioCounts. 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

No purchase necessary. Between the dates of October 11th, 2022 and October 31st, 2022 listeners must enter via on-air cue to call by listening to one of the following radio stations:

CHNI Saint John
CJMO Moncton
CFRQ Halifax
CKEZ New Glasgow.

(the **“Participating Station”**)

Listeners will be asked to eliminate one prize from contention from the 71 included and available for review online at www.q104.ca, www.q889.ca, www.q103fm.com or www.q979.ca. The successful caller will be entered into the final draw, to be held on location at the Mic Mac Mall parking lot, 21 Mic Mac Boulevard, Dartmouth, NS on the morning of October 31st, 2023. The process will be repeated each weekday (holidays excluded) until only one prize remains. All successful qualifiers will be invited to attend the finale event, either in person or virtually via Facebook live, where the Pumpkin Drop execution will determine the winner of the final remaining prize. Each contestant will be assigned a numbered ping pong ball, which will be placed inside a pumpkin, which will then be dropped from a crane to the parking lot below. The numbered ping pong ball which comes closest to the centre of a target drawn on the pavement by Stingray staff will be declared the winner; distance will be judged by a team of 3 Stingray employees, and verified by photograph. The judges’ decision will be considered final.

The odds of becoming a contestant will depend on the number of entries received during the Contest Period.

PRIZE DESCRIPTION:

Each grand prize option available to be won will have an approximate retail value of \$10,000. Specific prize descriptions can be found on the contest page at the aforementioned website.

HOW TO BE DECLARED A WINNER

In order to be declared a winner, each 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 sign a publicity release and liability waiver form (hereinafter: the “**Release Form**”) sent by the Contest Organizers and return the signed copies to them.

By participating in 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.

HOW TO CLAIM A PRIZE

The winner will be contacted by the station in closest proximity to arrange a time to pick up their prize at the offices of the contest organizers of the relevant Participating Station as identified on each of the websites listed above. Prize pickup will be a designated date and time agreed upon between the winner and the station. Proof of identity can be requested at any time. Any remaining COVID-19 safe protocols must be followed upon prize pick up.

Prizes are only transferrable for their cash value, to a maximum of \$10,000. The Station assumes no responsibility or liability for damages, expenses, loss or injury resulting from acceptance, collection or use of the prize.

GENERAL CONDITIONS

Verification. 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.

Age. Participants of this contest must be 19 years or older as of October 11th, 2022.

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 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 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.

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. Contest winners will be identified via Facebook accounts owned by the Participating Stations on the date the prize is awarded.

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 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.