

## **Boom 97.3**

### **Win tickets to KC & The Sunshine Band**

#### **Contest Rules**

The “**Win tickets to KC & The Sunshine Band**” contest (hereinafter: the “Contest”) is brought to you by Stingray Radio (hereinafter: the “Contest Organizers”). The Contest runs in Toronto, Canada from Monday, August 28, 2023 at 7:00pm ET to September 4, 2023 at 11:00pm ET. (hereinafter: the “Contest Period”).

#### **ELIGIBILITY**

This Contest is open to persons residing in Ontario within the terrestrial FM signal coverage area of boom 97.3 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. This contest is not open to any individuals who have won a prize from boom 97.3 in the past 30 days with a prize value under \$1,000 CDN. This contest is not open to any individuals who have won a prize from boom 97.3 in the past year with a prize value of \$1,000 CDN or higher.

#### **HOW TO ENTER - ON-AIR ENTRY (MON-THURS)**

No purchase necessary. To enter, you must comply with the eligibility criteria set out in these Contest Rules within the Contest Period. To enter, follow the instructions by the on-air host weekdays between the hours of 7:00pm – 11:00pm EST during the contest period. Entry mechanism may change each day (for clarity, the host may solicit for caller #9 to 416-872-0973 on one day of contesting and on another day they may solicit to text a keyword to 416-872-0973 and do a random draw from all SMS entries – or another method of entry of the on-air hosts choosing).

#### **HOW TO ENTER – ONLINE ENTRY (MON-SUN)**

No purchase necessary. To enter, you must comply with the eligibility criteria set out in these Contest Rules within the Contest Period. Navigate to the “**Win tickets to KC & The Sunshine Band**” contest page and complete all mandatory registration fields.

On Monday, September 4, 2023 at approximately 1:00pm ET, a random drawing will take place at the offices of the contest organizers. There will be 1 (one) entry selected by random draw and those entries will be declared the potential Winners.

The odds of a participant’s entry being randomly selected will depend upon the number of entries received.

#### **PRIZE DESCRIPTION:**

There are 5 (five) prizes available to be won, 4 (four) prizes from the ON-AIR giveaway method described above and 1 (one) prize from the ONLINE giveaway method described above. Each prize includes:

2 tickets to **KC & The Sunshine Band** at Niagara Fallsview Casino Resort on **September 17, 2023**. Prize will be awarded in the form of a voucher redeemable at the Fallsview Casino box office on day of event. Photo ID will be required in the name of the winner. Seating locations are determined by Fallsview Casino Resort (herein: The prize

suppliers). The contest organizer is not responsible for replacing tickets in the event of a show cancellation. Substitute prizing will not be offered in the event of a cancellation.

There is a limit of one prize per person per household. In addition, a contestant will not be eligible to win more than one prize during a period of thirty (30) days in any contest held by boom 97.3 for prizes valued under \$1,000 or a period of one (1) year for prizes valued at \$1,000 or higher. Any potential winner selected in this Contest who does not comply with this condition will automatically be disqualified and another draw will take place to designate a winner. ID may be required when claiming the prize.

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

In order to be declared a contestant, each selected potential winner must be in compliance with these Contest Rules and 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;

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 five (5) days following the moment the contestant is declared a winner the Contest Organizers will call the winner to explain the prize fulfillment process. Any expenses or incidentals associated with the prize, collection or use of the prize 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, the contest shall be deemed to be over at the last CAN \$10 level achieved while communication was intact.

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.

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.

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.

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 contest organizers Monday – Friday from 9:00am – 5:00pm.

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