

## 96.3 The Breeze Pet Parade Photo Contest

### Official Rules

#### 1. HOW TO ENTER

- a. These rules govern the 96.3 THE BREEZE Pet Parade Photo Contest promotion (the “Promotion”), which is being conducted by CKRA/96.3 THE BREEZE (the “Station”). The Promotion begins on Monday, January 14, 2019 and ends on Thursday, January 24, 2019 (the “Promotion Dates”).
- b. To enter the Promotion, entrant may enter on-line beginning at 7:00am MST on Monday, January 14, 2019 and ending at 4:00pm MST on Friday, January 18, 2019 (the “Entry Period) as follows:
  - I. Visit [www.963thebreeze.com](http://www.963thebreeze.com) and follow the link and instructions to enter the Promotion and complete and submit a Pet Parade registration official entry form during the Entry Period, which requires you to provide your first and last name, complete address, telephone contact number, pet’s name, and to upload and submit a photo of your pet {only dogs and/or cats are eligible for the Pet Parade Contest} (the “Photo Entry”). All Photo Entries must contain a photo of your cat or dog and be submitted in .jpg format, and must be under 2 MB in size. Online entries are subject to all notices posted online including but not limited to the Station’s Privacy Policy. Limit one (1) entry per eligible person per Entry Period. Entries submitted may not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by the Promotion administrator. By submitting a Photo Entry, entrants consent to use their Photo Entry for all purposes of this Promotion. All Photo Entries must be received by 4:00pm MST on Friday, January 18, 2019.
  - II. The person entering the Promotion must be the owner of the pet {cat or dog only} (the “Pet”) in the Photo Entry submitted. The Photo Entry may not contain any other animals and/or humans/people within the Photo Entry (only one pet, dog or cat, may be featured in the photo entry. Not multiple pets). Any Photo Entries that are not submitted by the owner of the pet and that contain other animals and/or humans within the Photo Entry at the time of the submission will not be considered for the Promotion.
  - III. Each Photo Entry must be an original creative work of the entrant and must not contain any copyrighted material or any other materials which may be restricted, prohibited, or outlawed by federal, provincial, or municipal laws. Any Photo Entry found to contain copyrighted materials will be disqualified. All Photo Entries and their content become the property of the Station and will not be returned. The Station, in its sole discretion, reserves the right to disqualify, destroy, and/or report any Photo Entry if such entry contains illegal, indecent, pornographic, sexually explicit content, or otherwise offensive material such as aberrational behavior, graphic violence, or drug abuse, or if such Photo Entry contains material whose content is deemed at the sole discretion of the Station to

be unsuitable for public viewing or posting via the Internet. The Photo Entry may not defame or invade publicity rights or privacy of any persons, living or deceased, or otherwise infringe upon any person's personal or proprietary rights including but not limited to copyrights and trademarks. Station and Stingray Inc. reserve the right to edit the Photo Entry. Photo Entries that do not comply with these rules will not be eligible for the completion and will be disqualified from the Promotion.

- c. There will be up to one (1) Grand Prize winner selected in the Promotion, as per voting results

## 2. ELIGIBILITY RESTRICTIONS

- a. The Promotion is open to all legal residents of Edmonton Radio Survey Area as defined by Numeris who are eighteen (18) years of age or older, who is the owner of the pet at the time of entry. Void where prohibited or restricted by law. Employees, officers, directors and agents of The Station, Stingray Digital Media Group, their corporate affiliates, the Station's advertising and promotional agencies, participating sponsors, prize suppliers, their respective affiliates (collectively the "Promotion Entities") and other radio stations in the Edmonton broadcasting area, the members of their immediate families (spouse, parents, siblings or children) and those living in the same household of each (whether related or not), are ineligible to enter to win. This Promotion is subject to comply with these Official Rules and the decisions of the Station, which are final and binding in all respects.
- b. The winner may be required to present valid government-issued photo identification and must provide their complete address, date of birth, phone number, and valid proof that the winner is the owner of the pet pictured in the Photo Entry and sign and return any required Affidavit of Eligibility and/or Publicity/Liability Release to claim a prize
- c. Entrants are required to provide truthful information and the Station will reject and delete any entry that it discovers to be false or fraudulent. The Station will disqualify any entrant who does not meet the eligibility requirements and will also delete any entry as required by law.

## 3. PRIZES

- a. One (1) Grand Prize will be awarded in this Promotion to the Pet that receives the highest amount of votes. In the event of a tie, a panel of judges from Stingray Edmonton will determine the winning pet in the Pet Parade. The winning submission will receive a \$250 Gift Card from Pet Valu.
- b. The Prize winner will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the Prize. The Prize is awarded as is. The gift card will be subject to the terms and conditions as set forth by the issuer of the gift card. The gift card is not refundable or transferable, and may not be substituted or exchanged for cash or credit at any time, nor will the gift card be replaced if lost or stolen.
- c. No more than the stated number of prizes specified in these official rules will be awarded. All prizes or prize certificates may be claimed at the office of the Station

during regular business hours. The winner will forfeit any prize or prize certificate not claimed within sixty (60) days of winning. In the event that a prize or prize certificate is mailed or shipped to the winner, it will be with the prior written consent of the winner and therefore, winner assumes the risk of its loss. The Station is not responsible for the safe arrival of a prize or prize certificate.

- d. Prize(s) is not transferable, and no substitution, assignment or cash equivalent or prize(s) is permitted, except by the Station (solely at its discretion), which reserves the right to substitute a prize or prize portion with another prize or prize portion of greater or equal value. The prize(s) are expressly limited to the item(s) listed above and unless otherwise specified, do not include taxes, gratuities or any other expenses. Promotional Entities are not responsible for winners' limitations that prevent acceptance or use of prize(s). Entrants acknowledge that the warranties, representations, or guarantees, and hereby disclaim any all warranties, expressed or implied, whether by contract or law, concerning any prize, including without limitation, implied warranties of quality, merchantability, mechanical condition or fitness for a particular purpose. Other restrictions may apply.

#### 4. WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management with respect to the Promotions are final.
- b. Beginning at approximately 4:00pm MST on Friday, January 18, 2019, a judging committee comprised of approximately four (4) Station employees will review all eligible Photo Entries received during the Entry Period and will select ten (10) Photo Entries to compete for the Prize (the "Top Ten Photo Entries"). The Station judging committee will judge each Photo Entry for the most original based on the Pet's appearance, expression, image, and setting. All decisions are in the sole and absolute discretion of the Station. The Station further reserves the right to cancel or modify the Promotion if an insufficient number of entries are received.
- c. On Friday, January 18, 2019, at approximately 5:00 pm MST, the Station will post the Top Ten Photo Entries on the Station's website, [www.963thebreeze.com](http://www.963thebreeze.com) where each of the Top Ten Photo Entries will compete against the other Top Ten Photo Entries. Listeners will have the opportunity to log on to the Station website and be allowed to vote once within a 24-hour period on the best Pet picture, between Friday, January 18, 2019 at approximately 5:00 pm MST and 4:00 pm MST on Thursday, January 24, 2019.
- d. On Friday, January 25, 2019 at approximately 7:00 am MST, the Pet with the highest number of votes during the voting period will be deemed the 96.3 The Breeze Pet Parade Grand Prize Winner. As stated earlier, in the event of tie, a panel of judges from Stingray Edmonton will determine the winning pet in the Pet Parade. All decisions regarding the selection of the one (1) Prize winner are in the sole and absolute discretion of the Station. Promptly upon selection of the one (1) Prize winner, the Station will notify the winner via telephone or email. If Station believes voting has been tampered with or abused, Station may at its sole discretion disregard such votes.

- e. If for any reason the Prize winner cannot provide proof that they are the parent or legal guardian of the Pet in the Photo Entry submitted or do not meet or fulfill rules criteria, another Prize winner may be chosen from among the remaining Top Ten Photo Entries, upon the sole discretion of the Station as follows: The Top Ten Photo Entry selected by the Station as the next cutest (using the same procedures outlined in Section 4(d) above) may be deemed the Prize winner, should the proposed winner not be able to claim the Prize.
- f. Entrants need not listen to the Station or be present to win.
- g. Potential Prize winner will be notified by telephone on or around Friday, January 25, 2018 at 10:00 am MST, after the Prize winner is selected. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite release. The winner must execute and return any required affidavit of eligibility and/or liability/publicity release within twenty-four (24) hours of winning or prize will be forfeited and the entry with the next highest total score will be selected as an alternate Prize winner. If a potential winner cannot be contacted, fails to sign and return the required fully-executed affidavit of eligibility and/or liability/publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner forfeits the prize.

## 5. CONDITIONS

- a. Participation in the Promotion and/or acceptance of prize(s) constitutes entrant's and/or winner's (and guest's, if applicable) permission for the Station or its designees to interview the winner(s) (or guest(s), if applicable), to photograph, film, and record each winner (or guest, if applicable), and to use in commerce and in any media, now or hereafter known, throughout the world, In perpetuity, his/her name, prize(s) won, hometown (city and province), biographic information, likeness, photograph, voice, audio or video recording and/or any statements made by him/her regarding the Station, the Promotion and/or its sponsor(s) for purposes of trade, publicity or promotion without notice or additionally compensation, notification or permission, in perpetuity, except where prohibited by law. Each winner (and guest, if applicable) agrees to sign a publicity release confirming such consent prior to acceptance of the prize, except where prohibited by law.
- b. Participation in the Promotion and/or acceptance of prize(s) constitutes entrant's and/or winner's (and guest's, if applicable) agreement to release, discharge, and hold harmless the Promotion Entities and their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns (collectively, the "Released Parties") from and against any and all claims or liability arising directly or indirectly from any prize(s) awarded and participation in the Promotion, including, but not limited to, personal injury, death or damage to or loss of property, which may occur in connection with, preparation for, travel to or participation in the Promotion, or delivery, possession, acceptance and/or use or misuse of any prize or participation in any Promotion-related activity, including but not limited to, any claims based on publicity rights, defamation, invasion of privacy and merchandise delivery.
- c. If for any reason this Promotion cannot be executed as planned, including but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or another causes beyond the control of the Released Parties that

corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or if the Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, the Station reserves the right to cancel, terminate, suspend and/or modify the Promotion. If the Promotion is terminated before the original end date, the Station reserves the right, in its sole discretion to, to modify the procedure for selecting winner(s), unless the nature of the event giving rise to such termination renders it impossible to select winner(s).

- d. The Released Parties are not responsible for (i) typographical or other errors in printing, the offering or the administration of the Promotion or in the announcement of the prize(s); (ii) or inaccurate entry information, human error, failure or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, postage due, illegible, incomplete or late entries; (v) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, telephone service outages, delays, busy signals, poor signals, or signal interference, accidental disconnection or equipment malfunctions or any other technical problems or failures of any kind; or (vi) any cancellations, delays, diversions, substitutions or omissions whatsoever by any transportation providers or any other persons or entries providing any services to winner(s) (and guest(s), if applicable) including any results thereof such as changes in services or location necessitated by same. Further, the Released Parties are not responsible if any part of Promotion prize cannot be awarded due to acts of God, acts of war, or natural disasters, weather, acts of terrorism, or other factors beyond the Released Parties' control.
- e. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins or any other methods may void that entrant's entries and that entrant may be disqualified. The use of any device to automate entry is prohibited. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, promotion entry services or proxies) will void all entries by that entrant at the Station's discretion. The Station's or its Promotion administrator's computer or telephone system is the official time keeping device for this Promotion. In the event of a dispute, online entries will be deemed to have been submitted by the Authorized Account Holder. The "Authorized Account Holder" is the natural person who (i) is assigned to an email address by an internet access provider, online service providers or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address or (ii) is assigned to the text or mobile telephone number by a telecommunications provider, or other organization that is responsible for assigning such numbers. The Station, in its sole discretion, reserves the right to disqualify any person who it believes is tampering with the entry process or the operation of the Promotion. Failure to comply with the rules of the Promotion may result in an entrant's disqualification and/or forfeiture of any prize or prizes. If the Station makes a good faith determination that an entrant has cheated or committed fraudulent activity in connection with a Promotion, the Station may disqualify that entrant from entering and/or winning this and any future Station-administered Promotions and seek damages to the fullest extent permitted by law.
- f. The Station reserves the right to make changes to the rules of the Promotion, including without limitation, the substitution of a prize(s) of equivalent value, which will become

effective upon announcement. If due to circumstances beyond the control of the Promotion Entities, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Station reserves the right, but not the obligation, to cancel, terminate, suspend or modify the Promotion and shall not be required to award a substitute prize(s).

- g. Except where prohibited, by entering the Promotion, each entrant agrees that; (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize(s) awarded shall be resolved individually, without resort to any form of class action, exclusively by municipal,, provincial or federal courts in Alberta; (2) any and all claims, judgements and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall costs include attorney's fees; and (3) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, " Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have any damages awarded multiplied or increased. Alberta law governs the interpretation and construction of these Official rules and all aspects related thereto.