

Hit the Road JACK, with Kiah & Tara Jean –to Cuba! Contest Rules

Radio Station: **JACKfm** (the “**Station**”)

Station Website: **jackfm.com** (the “**Website**”)

Station Address: **2440 Ash Street, Vancouver BC V5Z 4J6** (the “**Station Address**”)

- 1. Application.** These rules apply to contests operated by Rogers Media Inc. (“**Rogers**”) for the Station, excluding those Station contests for which specific rules have been developed (in which case those specific rules will apply). By entering a contest governed by these rules (a “**Contest**”), entrants agree to be bound by these rules, and will be deemed to have received and understood these rules.
- 2. Eligibility.** Unless otherwise stated, Contests are open to Canadian residents who are 18 years of age or older as of the date of entry and who reside within the listening range of the Station. For greater certainty, “within the listening range of the Station” means that you must be able to access the Station’s terrestrial broadcast without recourse to satellite radio, the Internet (including, without limitation, simulcasting), cable television, an application (including, without limitation, a web, digital or telephone application), or any other non-traditional listening device or tool. Whether or not an individual resides within the listening range of the Station will be determined by Rogers in its sole discretion. Unless otherwise identified in respect of a particular Contest, the 30-day rule shall not apply. The 30-day rule excludes individuals who have won any Station contest valued over \$1000 within the 30 days preceding the start of an applicable Contest (as well as those with whom they reside) from participating in such Contest. In respect of a particular Contest, the following individuals are not eligible to participate: (a) employees, officers, directors, agents, and representatives of (i) Rogers and its parent and affiliated companies, (ii) the applicable prize supplier(s), (iii) the applicable Contest judges (if any), and (iv) any and all other companies associated with the Contest; and (b) a member of the immediate family (spouse, parent, child, sibling, whether related through blood, marriage, common law, civil union or adoption, regardless of where they live) or household (whether related or not) of any of the foregoing individuals.
- 3. Proof of Identity.** Rogers shall have the right at any time to require proof of identity and/or eligibility to participate in a Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to Rogers for the purpose of a Contest must be truthful, complete, accurate and in no way misleading. Rogers reserves the right, in its sole discretion, to disqualify any entrant should such entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.
- 4. Contest Period & Prizing.** Details of the prize(s) available to be won, the start and end dates, the start and end times, and any other relevant information will be identified at the time of the Contest by means of applicable promotional materials, via the Website, by the Station’s representatives, and/or by means of any of the Station’s official social networking pages. The approximate retail value of a prize is available upon request during the particular Contest entry period. Prizes must be accepted as awarded, without substitution,

transfer, exchange or assignment, unless otherwise determined in the sole discretion of Rogers and/or the prize supplier(s). Prizes are provided “as is” without further representation, warranty, or guarantee of any kind, whether express or implied. Rogers and/or the prize supplier(s) reserve(s) the right, in their sole discretion, to substitute a prize or a component of a prize with a prize or a component of a prize (as applicable) of equal or greater value, including, without limitation, a monetary award, if the prize or prize component cannot be awarded by the Station and/or the prize supplier(s) for any reason. Prizes may not be exactly as advertised. There is a limit of one (1) eligible winner per household per Contest.

5. **How to Enter.** No purchase necessary. Unless otherwise stated: (a) for Contests with no loyalty club entry mechanism, there is a limit of one winning entry per person per Contest; and (b) for Contests with a loyalty club entry mechanism, there is no entry limit, provided that participants adhere to the entry mechanism requirements set forth below. Entry mechanism(s) in respect of a particular Contest will be noted by means of applicable promotional materials, via the Website, by the Station’s representatives, and/or by means of any of the Station’s official social networking pages, and may include one or several of the following entry mechanisms:
 - A. Online Entry: To enter a Contest by means of the Website, go to the Website during the applicable Contest entry period and click on the Contest banners, buttons and/or links to access the online entry form for the Contest. During the applicable entry period, complete the online entry form as instructed, including all required information. Incomplete entries will be deemed void. By successfully transmitting a completed entry as directed, you will be entered in the Contest.
 - B. Call-in Entry: To enter a Contest by means of call-in entry, call the Station, when prompted and during the applicable Contest entry period, at the Station contest line (or at such other number as may be provided by a Station representative) and be the correct caller, as determined pursuant to instructions given by a Station representative (e.g. be the correct sequential caller). Once determined to be the correct caller, you may be required to follow the instructions of a Station representative to validate your eligibility (e.g. answer trivia questions). The Station’s online stream may be a delayed stream of the Station’s radio signal and may vary depending on your computer’s memory capacity and the speed of your internet connection. For that reason, it is recommended that listeners listen to the Station in “real time” by turning on an actual radio. The Releasees (defined below) assume no responsibility for entrants not making timely telephone calls to the Station as a result of any delays in the Internet stream.
 - C. Text Message Entry: To enter a Contest with a text message entry mechanism, send a text message via Short Message Service (SMS) or Multimedia Messaging Service (MMS), on the topic or in the manner as directed by the Station, to the Station (at such number or short code as provided by the Station, in this case, 969-007) for one (1) entry into the Contest. A text message may be sent via a cellular telephone that is capable of two-way text messaging, in which case standard text messaging fees may apply, or via any number of online services that offer such feature at no charge. Where a text message entry has been submitted via a cellular telephone, the entry will be deemed to have been submitted by the Authorized Mobile Account Holder of such cellular telephone. “**Authorized Mobile Account Holder**” is defined as the natural person who is assigned to a cellular telephone number by a wireless carrier that is responsible for assigning cellular telephone numbers.

- D. Loyalty Club Entry: For Contests with loyalty club entries, enter the Contest by logging into your Station loyalty club account during the applicable entry period and redeeming a specified number of points to enter the Contest. To become a Station loyalty club member, go to the Website and sign up for free. All Contests offering loyalty club entries may be alternatively entered via the mail-in entry mechanism described below.
- E. Mail-in Entry: To enter a Contest with a mail-in entry mechanism, during the applicable entry period, mail a letter of 100 words or less (unless otherwise stated), explaining why you would like to win, together with your name, address, day and evening telephone numbers, email address, age, and particular Contest name, to the attention of the particular Contest you are entering, at the Station Address. Mail-in entries must be received by the Station by the applicable Contest closing date and time in order to be eligible. Limit of one entry per postage-stamped envelope.
- F. Social Media Entry: For Contests with entry via one or several social networking pages or services, entry must be effected during the applicable entry period and by means of the applicable third party service or site (each, a “**Third Party Service**”), pursuant to instructions provided by the Station (by means of any of its official social networking pages, via promotional materials, via the Website, and/or by the Station’s representatives). To enter a Contest by means of a Third Party Service, you must have a valid account with the applicable Third Party Service and you may be required to have a public (i.e. non-private) account. By creating an account with a Third Party Service, you agree to comply with the Third Party Service’s terms and policies.

Although Contests may be communicated, promoted, or administered by means of a Third Party Service, all entrants acknowledge that Contests are in no way sponsored, endorsed or administered by, or associated with, any Third Party Service and that any questions, comments or complaints regarding a Contest should be directed to the Station and not to any Third Party Service. By participating in any Contest, you completely release any Third Party Service of all liability in relation to any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from your participation.

- 6. **Restrictions: Entrant Submissions.** From time to time, a Contest entry mechanism may require you to submit an original photograph, video, written submission, or another form of original submission (collectively or individually, the “**Entry Material**”) to Rogers, subject to instructions provided by the Station or its representatives. By submitting Entry Material to Rogers, you represent and warrant that your Entry Material (a) is original to you, and that you have all necessary rights (including, without limitation, copyright) in and to the Entry Material to enter the Contest; (b) does not include content that is defamatory, libelous, pornographic or obscene; and (c) does not contain, depict, include, or involve, (i) nudity, (ii) explicit, graphic or excessive sexual activity, (iii) crude, vulgar or offensive language and/or symbols, (iv) derogatory characterizations of any ethnic, racial, sexual or religious groups, (v) content that endorses, condones and/or pertains to any illegal, inappropriate or high risk activity, behaviour or conduct, (vi) personal information of individuals, including, without limitation, names and addresses (physical or electronic), without the consent of those individuals, (vii) commercial messages, comparisons or solicitations for products or services, (viii) any materially identifiable third party products and/or trade-marks, brands or logos (materiality to be determined by Rogers in its sole discretion), or (ix) any other content that is, or could reasonably be considered to be, inappropriate, unsuitable or offensive, as determined by Rogers in its sole discretion. You further understand and agree that any

Entry Material submitted with an entry may not be returned to you upon submission to the Contest, and may be refused as entry to a particular Contest in the absolute discretion of Rogers. Rogers may, in its sole and absolute discretion, edit any Entry Material to blur out any trademarks or to remove any copyrighted content or otherwise unsuitable content (as determined by Rogers), including but not limited to, music or video clips, as applicable. By entering a Contest requiring the submission of Entry Material, you grant to Rogers a worldwide, perpetual, royalty-free, irrevocable, non-exclusive and unlimited licence to use your entry, including the Entry Material, in any media and for any purpose related to the Contest, and waive all claims of copyright and moral rights in the Entry Material, and any rights that you may have to compensation, pertaining to any use, reproduction, modification, adaptation, translation, alteration of, or creation of derivative works from, the Entry Material by Rogers for any purpose related to the Contest and in any media whatsoever. You further agree to indemnify and hold harmless each of the Releasees (defined below) from and against any and all losses, damages, expenses, liabilities, claims and demands of whatever nature or kind (including reasonable legal fees and related costs incurred in the settlement or defence thereof) arising from any breach of the representations and warranties in these Contest rules, the Entry Material, or Rogers's use of the Entry Material in accordance with these rules.

7. **Ineligible Attempts at Entry.** Any attempt or suspected attempt to enter a Contest in a fashion not authorized by these rules (or by the Station or its representatives) shall be deemed to be tampering and will void all of your entries. Entries that contain false information and/or are late, lost, stolen, falsified, illegible, damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or entries that have been submitted using robotic, automated, programmed, or through illicit means, or that do not conform with or satisfy any or all of these rules, as determined in Rogers's sole discretion, will be judged null and void and disqualified. Only entries received by Rogers will be considered. Proof of entry transmission shall not constitute proof of receipt. The sole determinant of time for valid online entry in a Contest will be the Website server machine(s).
8. **Draw.** For Contests where a winner is selected from entries received, a random draw will be made by a representative of the Station from all eligible entries received by the Contest deadline. A selected entrant will be contacted using the information provided at the time of entry. A selected entrant will be disqualified and required to forfeit any claim on the Contest prize if he or she cannot be reached within a reasonable time period, as determined in the discretion of Rogers, or if these rules are not adhered to. Decisions and rulings of Rogers or its representatives (including, without limitation, Station representatives) are final and binding without appeal in all matters related to Contests and the awarding of prizes.
9. **Conditions of Winning.** To be declared a winner, a selected entrant must correctly answer without assistance of any kind, whether mechanical or otherwise, a time-limited, mathematical skill-testing question; be in full compliance with these rules; and, in the discretion of Rogers, sign and return a release of liability and consent to publicity form and any other documentation as may reasonably be required by Rogers in its sole discretion.
10. **Prize Acceptance.** A selected entrant may be required to provide proof of identification when claiming a prize or otherwise in connection with a Contest to facilitate the administration of the Contest and/or to ensure the accurate identification of a Contest winner. Once confirmation of a Contest winner is complete in accordance with the terms of these rules, Rogers and/or any prize supplier(s) will promptly coordinate prize distribution. Except as otherwise determined by Rogers in its absolute discretion, upon notification, a

winner must personally take delivery of his/her prize from a Rogers office (as selected at the reasonable discretion of Rogers) within thirty (30) days of being notified that such prize is available or within such other time period as may reasonably be advised by Rogers. If a winner fails to comply with the requirements set forth in these Contest rules, he/she will be deemed to have forfeited his/her prize.

11. **Odds of Winning.** Odds of winning depend on the number of eligible entries received for a particular Contest, and any criteria used to describe how to enter the Contest.
12. **Privacy.** By entering a Contest and for the sole purpose of Rogers' administration of the Contest, you consent to the collection, use and disclosure of your personal information by Rogers in accordance with the Rogers Media Privacy Policy at www.rogersmedia.com/privacy. Online entrants may be given the option to receive commercial emails and/or other communications from Rogers or other parties; however, eligibility to participate in any Contest is not dependent upon an entrant's consent to receive any such emails and communications, and consenting to receiving such emails and communications will not impact an entrant's chances of winning. Rogers will not send informational or marketing communications to entrants, unless entrants expressly consent to receive such communications through an opt-in mechanism. Entrants may at any time opt out of receiving such materials by following the unsubscribe instructions provided at the bottom of any of these communications. Please consult the Rogers Media Privacy Policy referenced above for further information on how Rogers collects, uses, and discloses personal information. Any questions or concerns with respect to communications from Rogers may be addressed to the Rogers Chief Privacy Officer, whose contact particulars may be found in the Rogers Media Privacy Policy. Where you elect to receive informational or marketing communications from a party other than Rogers, you understand and agree that your personal information will be shared with such other party for the purpose of facilitating the sending of informational or marketing communications, and you further understand and agree that your personal information, as shared with the other party, will be subject to the other party's privacy policy and information handling standards and practices. In connection with prize fulfillment, Rogers may be required to provide your personal information to another party, including, but not limited to, any Contest sponsor or prize supplier. By entering a Contest, you consent to such disclosure of your personal information in connection with the foregoing, and you understand and agree that, should your personal information be provided to another party, your information will be subject to that party's privacy policy and information handling standards and practices. You further acknowledge and agree that, where you enter a Contest by means of a Third Party Service, any personal information that you share with, or by means of, such Third Party Service may also be used by the applicable Third Party Service in accordance with its own privacy policy.
13. **Release of Liability and Consent to Publicity.** By entering or attempting to enter a Contest, each entrant and/or purported entrant accepts and agrees to (i) be legally bound by these rules, including all eligibility requirements, (ii) be bound by the decisions of Rogers and its representatives or the independent judging organization, if any, which are final, binding and conclusive (without appeal) on all matters relative to the Contest; and (iii) waive any and all claims against Rogers, its parent and affiliated companies, the Contest prize suppliers, the Contest judges (if applicable), any and all other companies associated with the Contest, and all of their respective employees, officers, directors, agents, representatives, shareholders, successors and assigns (collectively, the "**Releasees**") for any injury, damage, or loss that may occur, directly or indirectly, in whole or in part, from his/her participation or attempted participation in the Contest or from the receipt or use or

misuse of any prize or any travel or activity related to the receipt or use of any prize. By accepting a Contest prize, each winner authorizes Rogers and its designees to use the winner's name, city and province/territory of residence, photograph, image, likeness, voice, Contest entry (including any Entry Materials), and any statements he/she may make regarding the Contest prize for advertising and promotional purposes in connection with the applicable Contest (or any substantially similar contest), worldwide in perpetuity, in any form of media including the Internet, without limitation and without additional compensation or consideration, permission or notification, unless prohibited by law; and each winner waives any rights that may exist in respect of materials produced pursuant to the foregoing.

14. **Limitation of Liability.** The Releasees are not responsible for (i) stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, postage-due or garbled entries, transmissions, email or mail; (ii) lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider, website, or other connections, including those through and/or by any website; (iii) jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (iv) failures or malfunctions of phones, phone lines or telephone systems, any error, omission, interruption, defect or delay in transmission, processing, or communication; (v) non-delivered, misdirected, blocked, or delayed email notifications; (vi) printing, typographical or other errors appearing within these rules, in any Contest-related advertisements or other materials; or (vii) any other errors, problems or difficulties of any kind, whether human, mechanical, electronic, network, computer, telephone, mail, typographical, printing or otherwise relating to or in connection with a Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the prize or in any Contest-related materials, or the cancellation or postponement of any event. The Releasees are also not responsible for any incorrect or inaccurate information, whether caused by Website users, tampering, hacking, or by any equipment or programming associated with or utilized in a Contest. The Releasees are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participation in a Contest or downloading materials from or use of the Website.
15. **Laws and Rules.** Contests will be run in accordance with these rules, which shall be subject to amendment by Rogers, as set out herein. Entrants will be deemed to have received and understood these rules by participating in a Contest, and entrants are required to comply with these rules. Contest terms, as set out in these rules, are not subject to amendment or counter-offer, except as set out herein. Contests are subject to all applicable federal, provincial and municipal laws and regulations. These rules are governed exclusively by the laws of the province or territory in which you reside, and you submit to the exclusive jurisdiction of the courts of such province or territory. Rights and remedies may vary by province or territory.
16. **Cancel and Amend.** Rogers reserves the right, in its absolute discretion, to cancel, suspend or otherwise modify any Contest (or any portion thereof) and/or to amend these rules at any time and in any way, without prior notice, for any reason whatsoever, including, but not limited to, incidents where a virus, bug, unauthorized human intervention, or other causes corrupt the administration, security, fairness, integrity or proper operation of the Contest (or any portion thereof). In the event of cancellation, Rogers may elect to identify any winner(s) and award any prize by way of random drawing from among all non-suspect, eligible entries received up to the time of such cancellation.

17. **Conduct.** Rogers reserves the right, in its sole and absolute discretion, to disqualify without notice any entrant that it finds to be: violating these rules; tampering or attempting to tamper with the entry process or the operation of a Contest or the Website; acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; or attempting to undermine the legitimate operation of a Contest. Any attempt by an entrant or any other individual to undermine the legitimate operation of a Contest may be a violation of criminal and/or civil laws. Should any such attempt be made, Rogers reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution, and to ban or disqualify an entrant from the applicable Contest and any future contests.
18. **Identity of an Online Entrant.** If a dispute arises regarding the identity of any loyalty club entrant, social media entrant, or other online entrant, the applicable entry will be deemed to have been submitted by the authorized account holder of the account provided at the time of entry. An entrant may be required to provide proof that he or she is the authorized account holder of the account associated with a particular entry. The individual assigned by an Internet access provider, online service provider, or other organization responsible for assigning the applicable type of account is considered the authorized account holder. Whether or not an individual constitutes the authorized account holder in question will be determined by Rogers in its sole discretion; and, if the name of the authorized account holder does not accord with the full name provided at the time of entry, the applicable entry may be disqualified at Rogers' sole and absolute discretion.