

**CONTEST RULES**  
**(the "Official Rules")**

**The \$96,000 JACK Mystery Mix Tape**  
**(the "Contest")**

**1. ENTRY PERIOD & CONTEST SPONSORS.**

- (a) The Contest is brought to you by the following entities (collectively or individually, the "**Contest Sponsors**"): Rogers Media Inc. ("**Rogers**"), operator of radio station 96.9 JACK FM (the "**Station**").
- (b) The Contest entry period (the "**Entry Period**") starts at 8:10 AM on September 6, 2016 and continues until one of the following occurs: (i) an entrant correctly identifies the Three Winning Songs (defined below); (ii) there have been one hundred and thirty-two (132) attempts to correctly identify the Three Winning Songs (defined below) (as established by the Station in its absolute discretion); or (iii) 4:15 PM on October 21, 2016. All times referenced in these Official Rules are Pacific Time.

**2. HOW TO PARTICIPATE.**

- (a) No purchase is necessary to enter this Contest. Entry is subject to these Official Rules, including without limitation the conditions of entry set forth below.
- (b) Listen to the Station at approximately 8:10 AM, 11:10 AM, 1:10 PM and 4:10 PM weekdays (Monday-Friday) during the Entry Period (excluding Thanksgiving Monday, specifically Monday, October 10) for a cue to text. Within two (2) minutes of any such cue to text (the "**Entry Window**"), send the Station a message containing the phrase MIXTAPE to 969007. Such message may be sent via a cellular telephone that is capable of two-way messaging. Your carrier's standard text message or short code message and data rates may apply. By sending a message in accordance with the foregoing, you are immediately deemed to be a Contest entrant, and you consent to the Station putting you on-air in connection with this Contest. Where a 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.
- (c) Following the close of each Entry Window, a Station representative will conduct a random draw at the Station offices in Vancouver, British Columbia from among all eligible messages received during such Entry Window (the "**Eligible Messages**"). One (1) Eligible Message will be selected at random at each such draw and the individual associated with each such selected Eligible Message will be deemed a potential Contest finalist (a "**Potential Finalist**"). Except as otherwise set forth herein, messages that are not selected in respect of a particular draw will not carry forward to any other draw or for any other purpose. Messages that are not received by the Station will be deemed ineligible.
- (d) A representative of the Station will contact a Potential Finalist shortly after the applicable draw using the information provided in the selected Eligible Message. In the event the Station representative is unable to contact a Potential Finalist for any reason (including, without limitation, in the event the telephone line is dead when called by a Station representative, or no audible response is heard, or no one responds to the Station representative's telephone call, or the telephone call goes to voicemail, or the Station representative receives a busy signal, or the Potential Finalist is not otherwise available as determined in the absolute discretion of the Station representative), then such Potential Finalist will be deemed to be disqualified; and, in Rogers' sole discretion and time permitting, an alternate Potential Finalist may be randomly selected in

accordance with paragraph 2(c) above, and so on and so forth, until a Potential Finalist is successfully contacted by a Station representative in respect of the applicable draw.

- (e) Upon contact in accordance with paragraph 2(d), above, a Potential Finalist will be deemed a finalist (“**Finalist**”) and invited to play the on-air game, The \$96,000 JACK Mystery Mix Tape (the “**Game**”), as more particularly described below. The Game may only be played on-air and failure to participate on-air will cause a Finalist to be immediately disqualified; and, in Rogers’ sole discretion and time permitting, an alternate Potential Finalist may be randomly selected in accordance with paragraph 2(c), above, and so on and so forth, until a Finalist is confirmed.
- (f) In the unlikely event a Finalist is not able to be confirmed pursuant to the process set forth in paragraphs 2(b) through 2(e), above, no Game play shall occur in respect of the applicable cue to text.
- (g) Once a Finalist is confirmed in accordance with the process set forth in paragraphs 2(b) through 2(e), above, the Finalist will be invited to play the Game as follows:
  - The Finalist will be asked to identify three (3) songs from a list of fifty (50) songs available on the Station website ([www.jackfm.com](http://www.jackfm.com)) in connection with this Contest (each, a “**Song**”).
  - Prior to the start of the Contest, the Station will have used promotion software to pre-determine three (3) of such fifty (50) Songs as the “winning” Songs (collectively, the “**Three Winning Songs**”).
  - If the Finalist correctly identifies the Three Winning Songs, the Finalist will be deemed to be a potential winner of the Grand Prize (defined below). **For clarity, if the Finalist identifies one (1) of the Three Winning Songs or two (2) of the Three Winning Songs, but not all three (3) of the Three Winning Songs, that Finalist will not be deemed to be a potential winner of the Grand Prize or any other Contest prize.**

For clarity, Station management and Station representatives will not know the Three Winning Songs in advance of a Finalist correctly guessing them, as the promotion software used by the Station maintains such information in confidence.

- (h) Notwithstanding paragraphs 2(b) through 2(f), above, in the unlikely event of any technical issues relating to the Station’s messaging platform, or any other issues suffered by the Station such that the messaging platform is unavailable (as determined by Rogers in its absolute discretion), a cue to text may be altered to a cue to call, in which case the Station will prompt its listeners to call the Station (604-280-5225) and the tenth (10<sup>th</sup>) eligible caller to reach the Station following any such cue to call will be deemed a Potential Finalist. In the event of any such cue to call, the following additional terms and conditions apply:

If the telephone line is dead when answered by a Station representative, or no audible response is heard, or no one responds after five seconds, the Station will answer the next call in sequence and the next call in sequence will replace that call, deeming such next caller to be the selected eligible caller, and so on and so forth. In the event a call is cut off before all personal data is collected, the Station will use reasonable efforts to make contact with the cut-off caller, provided enough personal information was gathered in order to correctly identify the cut-off caller. In the event two or more calls come through on the same line, all such callers will be advised to hang up and try again and the next call in sequence will replace that call. Collect telephone calls are accepted.

- (i) 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 sending timely messages or making timely telephone calls (as applicable) to the Station as a result of any delays in the Internet stream.

- (j) Any attempt or suspected attempt to enter this Contest in a fashion not authorized by these Official Rules 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 Official Rules, as determined in the Contest Sponsors' absolute 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. Rogers reserves the right to refuse any entry in its absolute discretion.
- (k) Although this Contest may be communicated, promoted, or administered by means of any third party social media or social networking service or site (each, a "**Third Party Service**"), entrants acknowledge that: (i) this Contest is not sponsored, endorsed or administered by, or associated with, any Third Party Service; (ii) if entry into this Contest is by means of a Third Party Service, entrants must have a valid account with the applicable Third Party Service (and may be required to have a public (i.e. non-private) account in order to participate) and must comply with the applicable Third Party Service's terms and policies; and (iii) any questions, comments or complaints regarding this Contest should be directed to the Contest Sponsors and not to any Third Party Service. By participating in this 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.

### **3. CONDITIONS OF ENTRY.**

By entering this Contest, you:

- (a) agree to be bound by these Official Rules, including without limitation the eligibility requirements set forth below;
- (b) agree to be bound by the decisions of the Contest Sponsors and their representatives, or the Contest judges (if any), which decisions are final, binding and conclusive (without appeal) on all matters relating to the Contest;
- (c) represent and warrant that your entry, including any material comprising your entry (e.g. name, user name, profile picture, etc., as applicable) and any material submitted with your entry (e.g. photograph, video, written submission, or other form of submission, etc., as applicable) (collectively, the "**Entry Material**") (i) is original to you, and that you have all necessary rights in and to your Entry Material to enter the Contest, including, without limitation, the consent of any third parties whose personal information is included in your Entry Material, and (ii) does not contain, depict, include or involve content that is, or could reasonably be considered to be, inappropriate, unsuitable or offensive, as determined by Rogers in its sole discretion;
- (d) understand and agree that: (i) your entry (including any Entry Material) may not be returned to you upon submission to the Contest and may be refused as entry to this Contest, as determined by Rogers in its sole discretion; and (ii) Rogers may, in its absolute discretion, moderate and/or remove and/or edit any Entry Material, including to blur out any trademarks or to remove any copyrighted content or otherwise unsuitable content (as determined by Rogers);
- (e) grant to Rogers a worldwide, perpetual, royalty-free, irrevocable, non-exclusive, sub-licensable and unlimited licence to use your entry, including the Entry Material, in any media and for any purpose related to the Contest (or any substantially similar contest), including without limitation the right to use, reproduce, modify, adapt, translate, alter, or create derivative works from, the

entry and/or Entry Material, without notification, compensation or additional consideration to you; and

- (f) waive all claims of moral rights in your entry and/or Entry Material and in any use thereof in accordance with these Official Rules.

#### **4. ELIGIBILITY.**

- (a) This Contest is open only 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.
- (b) The following individuals are not eligible to enter the Contest:
  - (i) employees, officers, directors, agents, successors, assignees, and representatives of: (1) the Contest Sponsors and their parent and affiliated companies, (2) the Contest prize supplier(s), (3) the Contest judges, if applicable, and (4) any and all other companies associated with the Contest (including, without limitation, any advertising agencies or promotional companies involved in the Contest);
  - (ii) a household member of any of the individuals listed in (i), above, whether or not related;
  - (iii) members of the immediate family (spouse, parent, child, sibling) of the individuals listed in (i), above, regardless of where they reside; and
  - (iv) any potential winner of a previous iteration of the Contest or a substantially similar contest.
- (c) The Contest Sponsors shall have the right at any time to require proof of identity and/or eligibility to enter the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Contest Sponsors reserve the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

#### **5. PRIZE DESCRIPTION.**

The first eligible Finalist to correctly identify the Three Winning Songs while playing the Game will be deemed the potential winner of a grand prize (the “**Grand Prize**”), consisting of CAD \$96,000, to be awarded by cheque in the Grand Prize winner’s name. **Notwithstanding anything to the contrary herein, in the event the Three Winning Songs are not correctly identified by an eligible Finalist throughout the Entry Period, or in the event a potential Grand Prize winner is unable to be confirmed as a Grand Prize winner in accordance with the terms of these Official Rules, no Grand Prize will be awarded in this Contest.**

#### **6. ODDS OF WINNING.**

Odds of being a Finalist depend on the number of Eligible Messages received following a cue to text or on the number of eligible calls received following a cue to call, as the case may be. Whether or not a Finalist will be eligible to win the Grand Prize will depend on the Finalist’s ability to correctly identify the Three Winning Songs while playing the Game. Three (3) Songs out of fifty (50) Songs consist of the Three Winning Songs. There are approximately 19,600 possible combinations of Songs.

#### **7. GENERAL PRIZE CONDITIONS.**

The terms and conditions contained in this Section apply to any and all Contest prize(s) awarded pursuant to these Official Rules:

- (a) Prize must be accepted as awarded, without substitution, transfer, exchange or assignment, unless otherwise determined in the absolute discretion of the Contest Sponsors and/or prize supplier(s). Prize may not be exactly as advertised. Except as expressly warranted herein, prize is provided “as is” without further warranty of any kind.
- (b) Any unused portion of the prize, once awarded, will be deemed forfeited by the applicable winner, and no financial compensation will be made or required in respect of such unused portion. Prize will not be replaced if lost, destroyed, mutilated or stolen.
- (c) The Contest Sponsors and/or the prize supplier(s) reserve the right, in their absolute 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 Contest Sponsors and/or the prize supplier(s) for any reason.
- (d) Once awarded, prize may not be resold or commercially traded in any manner, directly or indirectly, and Rogers reserves the right to ban or disqualify any entrant from any contest, including future contests, should it reasonably believe such entrant to have acted or attempted to act in contravention of the foregoing restriction.

#### **8. WINNER CONFIRMATION.**

- (a) To be declared a winner, a potential winner must: (i) be eligible pursuant to these Official Rules; (ii) correctly answer (as determined in the absolute discretion of the Contest Sponsors) without assistance of any kind, whether mechanical or otherwise, a time-limited, mathematical skill-testing question; (iii) be in full compliance with these Official Rules; and, (iv) in the discretion of the Contest Sponsors, sign and return a release of liability and consent to publicity form (the “**Release Form**”) within the time period specified in the Release Form, and any other documentation as may reasonably be required by the Contest Sponsors and/or prize provider(s) in their absolute discretion.
- (b) A potential winner may be required to provide proof of identification to the Contest Sponsors and/or prize supplier(s), as applicable, when claiming a prize or otherwise in connection with this Contest to facilitate the accurate identification of a Contest winner. Once confirmation of a Contest winner is complete in accordance with the terms of these Official Rules, the Contest Sponsors and/or any prize suppliers will promptly coordinate prize distribution. Except as otherwise determined in the absolute discretion of the Contest Sponsors and/or prize supplier(s), as applicable, upon notification, a winner must personally take delivery of his/her prize from the office or location of the Contest Sponsors and/or prize supplier(s) (as selected by the Contest Sponsors in their reasonable discretion) within thirty (30) days of being notified that such prize is available or within such other time period as may reasonably be advised by the Contest Sponsors. If a winner fails to comply with the requirements set forth in these Official Rules, he/she will be deemed to have forfeited his/her prize.

#### **9. RELEASE OF LIABILITY, INDEMNITY.**

By entering this Contest, you: (a) agree to remise, release and forever discharge the Contest Sponsors, their respective parent and affiliated companies, any and all other companies associated with the Contest (including prize suppliers and suppliers of materials or services related to the Contest), and all of their respective employees, directors, officers, shareholders, agents, representatives, successors and assigns (collectively, the “**Releasees**”) from any and all actions, causes of action, suits, debts, dues, accounts, claims, damages or liability for any loss, harm, damages, costs or expenses, including, without limitation, costs or losses related to personal injuries, death, damage to, loss or destruction of property, and rights of

publicity, personality, privacy and/or intellectual property (each, a “**Claim**”) arising out of, or in any way related to, your participation in the Contest and/or the awarding, receipt, possession, use and/or misuse of any Contest prize (or any portion thereof), or any travel or activity that is related to the receipt or use of any Contest prize; and (b) agree to indemnify and hold harmless each of the Releasees from and against any and all Claims arising from (i) your breach of these Official Rules, including the breach of any representations or warranties contained herein, (ii) your participation in the Contest, (iii) your acceptance, possession, use and/or misuse of any Contest prize (or any portion thereof), if applicable, or (iv) the use of any Entry Material in accordance with the rights granted in these Official Rules.

#### **10. CONSENT TO PUBLICITY.**

By accepting a Contest prize, if applicable, you authorize the Contest Sponsors, any Contest prize provider(s), and all of their respective licensees, designees, successors, assigns, agents, representatives, and employees the right, licence and permission to record, photograph and/or otherwise capture or document you and/or your likeness, including without limitation your voice and any statements you may make regarding the Contest prize, by any available means, and to use any such recordings, photographs or documents, as well as your image and/or likeness appearing therein, and your biographical information, including your name, city and province/territory of residence, throughout the world and in perpetuity, in all manner and media, whether now known or hereafter devised, for advertising or promotional purposes relating to the Contest (or any substantially similar contest), without limitation and without compensation or additional consideration, notification, or permission of any kind, unless prohibited by law; and you waive any rights that you may have or that may otherwise exist in respect of any materials produced pursuant to the foregoing, including without limitation rights of inspection, approval, compensation, additional consideration or notification, and moral rights.

#### **11. LIMITATION OF LIABILITY.**

The Releasees are not responsible for: (a) stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, postage-due or garbled entries, transmissions, email or mail; (b) lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider, website, or other connections, including those through and/or by any website; (c) jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (d) failures or malfunctions of phones, phone lines or telephone systems, any error, omission, interruption, defect or delay in transmission, processing, or communication; (e) non-delivered, misdirected, blocked, or delayed email notifications; (f) printing, typographical or other errors appearing within these Official Rules, in any Contest-related advertisements or other materials; or (g) 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 this 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, including without limitation where caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the 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 this Contest or downloading materials from or use of any website.

#### **12. PRIVACY.**

By entering this Contest, you consent to Rogers' collection and use of your personal information for purposes of administering this Contest in accordance with these Official Rules and selecting any Contest winner(s). All information collected by Rogers is subject to the Rogers Media Privacy Policy, available at <http://www.rogersmedia.com/privacy>.

If you are selected as a potential prize winner, you consent to Rogers' disclosure of your personal information to any Contest prize provider(s) for purposes of prize fulfillment. You understand and agree

that, should your personal information be provided to any prize provider, your information will be subject to that prize provider's privacy policy and information handling standards and practices.

Entrants may be given the option to receive commercial emails and/or other communications from the Contest Sponsors or other parties; however, eligibility to participate in the Contest is not dependent upon an entrant's consent to receive any such emails or communications, and consenting to receiving such emails or communications will not impact an entrant's chances of winning. Rogers will not send informational or marketing communications to entrants, unless entrants consent to receive such communications in accordance with applicable laws. Entrants may at any time opt out of receiving such materials by following the unsubscribe instructions provided in 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 consent to Rogers disclosing your personal information to such other party to this end, and you understand and agree that, once so disclosed, your information will be subject to that other 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. GENERAL.**

- (a) **LAWS AND RULES.** This Contest will be run in accordance with these Official Rules, which shall be subject to amendment by Rogers without notice or liability to you. You must comply with these Official Rules and will be deemed to have received and understood these Official Rules by participating or attempting to participate in this Contest. The terms of this Contest, as set out in these Official Rules, are not subject to amendment or counter-offer, except as set out herein. This Contest is subject to all applicable federal, provincial and municipal laws and regulations. These Official 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.
- (b) **CANCEL AND AMEND.** Rogers reserves the right to cancel, modify, or suspend this Contest or to amend these Official Rules at any time and in any way, without prior notice, for any reason whatsoever. Without limiting the foregoing, if for any reason the Contest is not capable of running as originally planned, for example as a result of tampering or infection by computer virus, bug, corruption, security breach or other cause beyond the reasonable control of the Contest Sponsors, Rogers reserves the right to cancel or suspend the Contest and/or conduct a random draw from all previously received eligible entries.
- (c) **CONDUCT.** The Contest Sponsors reserve the right, in their absolute discretion, to disqualify without notice, and/or ban from this Contest and any future contests, any entrant that they find to be: violating these Official Rules; tampering or attempting to tamper with the entry process or the operation of the Contest or any Contest 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 the Contest. Any attempt by an entrant or any other individual to undermine the legitimate operation of this Contest may be a violation of criminal and/or civil laws. Should any such attempt be made, the Contest Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.