

EVERY SECOND COUNTS RULES

THE EVERY SECOND COUNTS CONTEST (THE “**CONTEST**”) IS INTENDED TO BE CONDUCTED IN THE PROVINCE OF ONTARIO ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. PARTICIPANTS MUST BE OF THE AGE OF MAJORITY IN THE PROVINCE OF ONTARIO OR OLDER AT THE TIME OF ENTRY. VOID IN WHOLE OR IN PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE “**CONTEST RULES**”).

1. ELIGIBILITY. To be eligible for this Contest, an individual must:

- (a) be a legal resident of the province of Ontario; and
- (b) be of the age of majority in or older at the time of entry.

Employees of Corus Radio Inc. operating CJSS-FM (the “**Station**”) and its parents, affiliates, subsidiaries, related companies, successors and assigns (together with the Station, “**Corus**”), Aux Vieux Duluth and its affiliates, subsidiaries, related companies, successors and assigns (collectively, “**Aux Vieux Duluth**” and together with Corus, the “**Sponsors**”), advertising and promotional agencies, and/or the household members of any of the above are not eligible to enter.

The Sponsors shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsors for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The 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.

2. CONTEST PERIOD. The Contest begins at 7:30 a.m. Eastern Time (“**ET**”) on February 21, 2023 and ends at 4:00 p.m. ET on March 17, 2023 (the “**Contest Period**”) after which time the Contest will be closed and no other entries shall be accepted. If the Song (defined below) has not been identified by 3:30 p.m. E.T. on March 17 2023, the Prize (defined below) will be capped and no other amounts of money will be added. The Contest will continue until the Song is identified and the Prize is given away.

3. HOW TO ENTER.

- (a) There is no purchase necessary to enter the Contest. Enter using the method of entry outlined below. No entries will be accepted by any other means.
 - (i) Listen to the Station Monday to Friday during the Contest Period for the Station Contest occasion to be broadcast on air during any of the following hours: 7:30 a.m. or 3:30 p.m. ET (the “**Cue To Call**”). Upon hearing the Cue To Call, listeners are invited to call (613) 932-2577 (the “**Contest Line**”).

At 7:30 a.m. ET the listener that is the fifth (5th) caller through to the Contest Line (the “**First Contestant**”) will be played a song clip approximately one-second in length only one time (the “**Song**”). If the First Contestant is able to correctly identify the Song’s title and artist name within ten (10) seconds, they will be awarded CDN\$50.00 (the “**First Prize**”). If the First Contestant is unable

to correctly identify the Song, a second Contest occasion will occur at 3:30 p.m. ET.

At 3:30 p.m. ET the listener that is the fifth (5th) caller through to the Contest Line (the “**Second Contestant**”) will be played the same Song. If the Second Contestant is able to correctly identify the Song’s title and artist name within ten (10) seconds, they will be awarded CDN\$100.00 (the “**Second Prize**”).

Hereinafter the “First Prize” and “Second Prize” are collectively referred to as “Prize(s).” If the Song is not correctly identified at 7:30 a.m. or 3:30 p.m. ET in accordance with the above, and no Prizes are awarded, Fifty Canadian Dollars (CDN\$50.00) will be added to the Prize for each Cue to Call until the Song is identified. Once a contestant correctly identifies a Song, the value of the Prize will revert back to Fifty Canadian Dollars (CDN\$50.00) and the process of accumulation will begin again with Fifty Canadian Dollar (CDN\$50.00) increments.

If at any time, after a reasonable number of attempts (the number of which shall be determined in Sponsors’ sole discretion in each case) a Song is not correctly identified, the Sponsors reserve the right in their sole and absolute discretion, to alter the methods of entry including but not limited to, extending the length of the Song, so that the Prize(s) may be awarded

- (b) During the Contest Period, listeners may try to call in as many times as they like each time a Cue to Call is broadcast, but any contestant who wins a Prize may not participate in any further Cues to Call during the Contest Period.
- (c) All entries become the sole property of the Sponsors and will not be returned for any reason. Entries must be received no later than the end of the Contest Period. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. Unless otherwise set out herein, no communication or correspondence will be exchanged with entrants except with those selected as a potential winner.
- (d) Streaming listeners may be listening to a delayed stream of the radio signal, which may vary depending on the device on which you are listening and the speed of the internet connection. Sponsors recommend turning on a radio to the Station for the Cue to Call. Sponsors assume no liability for entrants not making timely phone calls to the Station due to delays in the streamed signal.
- (e) If the telephone connection between the Station announcer and an entrant is not clear, such that the announcer and/or entrant cannot hear each other or the entrant is disconnected, that entrant may, in the sole discretion of the Sponsors, be disqualified and the Releasees (defined below) will not be liable in any way.

4. **PRIZES.**

- (a) The total number of Prizes to be awarded to Prize winners (“**Winners**”) during the Contest Period and the value of each Prize awarded will depend on the total number of eligible entrants who call in and are able to identify the Song’s artist name and title during the Contest Period. The total number of Prizes to be awarded could range between

one and thirty-eight (38). Each Prize consists of a cash prize ranging from a maximum of One Thousand Nine Hundred Canadian dollars (CDN\$1,900.00) to a minimum of Fifty Canadian dollars (CDN\$50.00). The precise value of the Prize will be determined by the outcome of the game at each Cue to Call.

- (b) Winners are not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.
- (c) The Sponsors and/or the Sponsors' representatives will contact the Winners to coordinate the provision of the Prizes within two (2) business days once such Winners have been successfully contacted and notified of his/her Prize and fulfilled the requirements set out herein.

5. PRIZE CONDITIONS.

- (a) Winners will be responsible for all incidental costs and expenses not explicitly included in the Prize.
- (b) Prizes must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsors. Any unused, unclaimed or declined portion of a Prize will be forfeited, have no cash value and the Sponsors shall have no obligation to provide either an alternative or value-in-kind. The Sponsors reserve the right, in their sole discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason.
- (c) Shipped Prizes shall not be insured and the Sponsors shall not assume any liability for lost, damaged or misdirected Prizes.

6. WINNER SELECTION.

- (a) **Each entrant shall be eligible to win only one (1) Prize.** Before being declared a Winner, the selected entrant shall be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited, mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail, to comply with the Contest Rules and sign and return the Release (described below).
- (b) The odds of being selected as a potential winner are dependent upon the total number of people who call the Contest Line during a Cue to Call and the ability of the contestant to identify the Song's title and artist name within the allotted time.
- (c) EACH SELECTED ENTRANT WILL BE NOTIFIED BY TELEPHONE NO LATER THAN TWO (2) BUSINESS DAYS AFTER BEING DECLARED A POTENTIAL WINNER AND MUST RESPOND WITHIN TWO (2) BUSINESS DAYS OF NOTIFICATION. Upon notification, the selected entrant must respond by telephone or e-mail (as specified in the notification) to the contact number or e-mail address provided no later than the indicated deadline set out in the Contest Rules and/or the notification. If the selected entrant does not respond accordingly, they will be disqualified and will not receive a Prize and another entrant may be selected in the Sponsors' sole discretion until such time as an entrant satisfies the terms set out herein. The Sponsors are not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsors to receive a selected entrant's response.

- (d) If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible Prize claimants after the Contest's closing date to award the correct number of Prizes.
7. **RELEASE.** Winners will be required to execute a legal agreement and release ("**Release**") that confirms Winners': (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of each of the Sponsors and their respective parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the "**Releasees**") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant to the Sponsors of the unrestricted right, in the Sponsors' collective or individual discretion, to produce, reproduce, display, publish, convert, post, serve, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the Winner's name, statements, image, likeness, voice and biography, in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof. The executed Release must be returned within two (2) business days of the date indicated on the accompanying letter of notification or the verification as a Winner or the selected entrant will be disqualified and the Prize forfeited.
8. **INDEMNIFICATION BY ENTRANT.** By entering the Contest, each entrant releases and holds Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, exposure to the COVID-19 virus, death, or property damage, resulting in whole or in part, directly or indirectly, from: (a) their participation in the Contest or any Contest-related activity; (b) the acceptance, use, or misuse of any Prize; or (c) any breach of the Contest Rules. Each entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the entrant's participation in the Contest, without limitation.
9. **LIMITATION OF LIABILITY.** The Sponsors assume no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Sponsors are not responsible for any incorrect or inaccurate information, whether caused by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. The Sponsors assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsors assume no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsors, such as tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest.
10. **CONDUCT.** By participating in the Contest, each entrant is deemed to have executed and agrees

to be bound by the Contest Rules, which will be posted at <https://boom1019.com/> throughout the Contest Period. Each entrant further agrees to be bound by the decisions of the Sponsors, which shall be final and binding in all respects. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any Sponsors' property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass the Sponsors or any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.

11. PRIVACY / USE OF PERSONAL INFORMATION.

- (a) By participating in the Contest, each entrant: (i) grants to the Sponsors the right to use his/her name, mailing address, age range, telephone number and e-mail address (collectively the "**Personal Information**") for the purpose of administering the Contest, including but not limited to contacting and announcing the Winners and coordinating the provision of the Prizes; (ii) grants to the Sponsors the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (iii) acknowledges that the Sponsors may disclose his/her Personal Information to third-party agents and service providers of any of the Sponsors in connection with any of the activities listed in (i) and (ii) above.
- (b) Sponsors will use the entrant's Personal Information only for identified purposes, and protect the entrant's Personal Information in a manner that is consistent with the Sponsors' Privacy Policy at: <http://www.corusent.com/privacy-policy/>.

12. INTELLECTUAL PROPERTY. All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations is owned by the Sponsors and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

13. TERMINATION. The Sponsors reserve the right, in their sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.

14. LAW. These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsors. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsors in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.

15. **DISCREPANCY.** In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.
16. **SOCIAL MEDIA.** This Contest is in no way sponsored, endorsed or administered by any social media platforms on which the Contest may have been promoted and/or publicized, including but not limited to Facebook and/or Twitter. Any personal information provided in connection with the Contest is being provided to the Sponsors and any questions, comments or complaints regarding the Contest must be directed to the Sponsors.