

THE ELIMINATOR CONTEST RULES

THE ELIMINATOR CONTEST (THE “**CONTEST**”) WILL 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 PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE “**CONTEST RULES**”).

1. ELIGIBILITY.

1.1 To be eligible for this Contest, an individual must:

- (a) be a legal resident of the province of Ontario;
- (b) be of the age of majority or older at the time of entry in the province of Ontario; and
- (c) reside within a fifty (50) kilometer radius of the city of Kitchener, Ontario.

1.2 The following people are not eligible to enter the Contest:

- (a) Employees of Corus Radio Inc., operating as CJDV-FM (the “**Station**”) and its parent, affiliates, subsidiaries, related companies, successors and assigns (together with the Station, the “**Sponsors**”); and
- (b) The household members of any of the parties listed in Section (a) above.

1.3 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 information that does not meet these requirements.

2. **CONTEST PERIOD.** The Contest begins at 8:10 a.m. Eastern Time (“**ET**”) on April 22, 2024 and ends at 4:10 p.m. ET on May 16, 2024 (the “**Contest Period**”) after which time the Contest will be closed and no further entries shall be accepted.

3. HOW TO ENTER.

3.1 There is no purchase necessary to enter the Contest. To enter, listen to the Station Monday to Friday during the Contest Period (except statutory holidays) at approximately 8:10 a.m. and 4:10 p.m. ET, for the cue to text (the “**Cue to Text**”) to be played. Upon hearing each Cue to Text, listeners are invited to text 519-624-1075 (the “**Contest Line**”). No entries will be accepted by any other means.

3.2 Limit of one (1) entry per household during the Contest Period. In the case of multiple entries, only the first eligible entry will be considered.

3.3 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.

- 3.4 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 Text. Sponsors assume no liability for entrants not making timely phone calls to the Station due to delays in the streamed signal.
- 3.5 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 in Section 7 below) will not be liable in any way.

4. PRIZE.

- 4.1 There is one (1) prize (the “**Prize**”) available to be won by the Prize winner (the “**Winner**”) consisting of the item not eliminated from the following list during the Contest game play:

- (a) Forty-three (43) Stanley water bottles;
- (b) Washer and dryer;
- (c) Bottom-freezer refrigerator;
- (d) A 75" smart TV;
- (e) Riding lawn mower;
- (f) Soundbar audio system and speakers;
- (g) Mac Book Air;
- (h) Seventy-five (75) vinyl records;
- (i) Twenty (20) dinner dates;
- (j) Oven with air fryer and sous vide;
- (k) Luxury Muskoka weekend stay for two (2) people;
- (l) One hundred ninety-three (193) windshield wipers;
- (m) Four (4) pairs of Apple Vision glasses;
- (n) A bathroom makeover;
- (o) All-inclusive vacation to Cuba;
- (p) Work bench;
- (q) Forty-eight (48) copies of Seinfeld The Complete Series on DVD;
- (r) Gibson Les Paul guitar;
- (s) Broken foosball table from our office (once played by Justin Bieber);
- (t) Eleven (11) year Netflix subscription;
- (u) Two hundred sixteen (216) movie tickets;
- (v) A canoe filled with circus peanuts;
- (w) Three thousand one hundred twenty (3,120) recycled golf balls;
- (x) King sized bedframe and mattress;
- (y) Five hundred ninety-six (596) burritos;
- (z) Four hundred twenty-five (425) jars of pickles;
- (aa) Thirty-five (35) oil changes;
- (bb) Three thousand seven hundred fifty (3,750) packs of Mr Noodles;
- (cc) Thirty-five (35) pairs of designer jeans;
- (dd) One thousand eight hundred eighty-six (1,886) coffees;
- (ee) Three thousand six hundred (3,600) rolls of toilet paper;
- (ff) Inflatable kiddie pool filled with three hundred (300) rubber chickens;

- (gg) One thousand (1,000) pairs of socks;
- (hh) Four (4) giant 10ft outdoor inflatable rubber ducks;
- (ii) Thirty thousand (30,000) multi-coloured biodegradable paper straws;
- (jj) Five hundred (500) cartons of eggs;
- (kk) Ten and a half (10.5) pairs of roller blades;
- (ll) Eight hundred eighty-eight (888) bottles of mustard; or
- (mm) One thousand (1,000) packs of Thrills gum.

4.2 The Prize has an approximate value of three thousand Canadian dollars (CDN \$3,000.00).

4.3 Winner is not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.

4.4 Prize will be distributed within thirty (30) days after Winner has been successfully contacted and notified of their Prize and fulfilled the requirements set out herein.

5. PRIZE CONDITIONS.

5.1 Winners will be responsible for all incidental costs and expenses not explicitly included in the Prize.

5.2 Prize 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 the 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.

5.3 Shipped Prizes shall not be insured and the Sponsors shall not assume any liability for lost, damaged or misdirected Prizes.

6. WINNER SELECTION.

6.1 Thirty-eight (38) Contestants (as defined below) shall be selected as follows:

- (a) Approximately five (5) minutes after each Cue to Text is announced, one (1) entrant will be randomly selected from each Cue to Text pool of entrants and must answer the call from the Station (each a “**Contestant**”) in order to be eligible to select a prize to be eliminated from the list of prizes in Section 4.1 above and qualify to be entered into the Prize draw.
- (b) If the Station is unable to reach the Contestant or the call back goes to voicemail (whichever comes first), another eligible entrant will be randomly selected.

6.2 One (1) Winner shall be selected as follows:

- (a) On or about May 17, 2024 in Kitchener, Ontario, one (1) Contestant will be selected by a random draw from all eligible Contestants. The odds of being selected as a potential winner are one (1) in thirty-eight (38). 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 to sign and return the Release (described below).

- (b) THE SELECTED CONTESTANT WILL BE NOTIFIED BY TELEPHONE NO LATER THAN MAY 17, 2024 AT 8:10 A.M. ET AND MUST RESPOND WITHIN TWO (2) BUSINESS DAYS OF NOTIFICATION. Upon notification, the selected Contestant 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 Contestant does not respond accordingly, they will be disqualified and will not receive the Prize and another Contestant may be selected in the Sponsors' sole discretion until such time as a Contestant 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.
- (c) 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.** Potential Winners will be required to execute a legal agreement and release (“**Release**”) that confirms potential 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 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, 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 five (5) 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, indemnifies 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 the Releasees from any and all claims made 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 or liability in the event that the Contest cannot be conducted as planned for any reason, including 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://1075daverocks.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 Sponsor 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.

11.1 By entering the Contest, each entrant expressly consents to Sponsor and its third-party agents and service providers, to collect, use, store, and share any personal information submitted by entrant to enter the Contest, such as name, age of majority confirmation, and contact information, as applicable, only for the purpose of implementing, administering, and fulfilling the Contest as described in these Rules, and in accordance with Corus' Privacy Policy, available at <http://www.corusent.com/privacy-policy>.

11.2 Each Winner further consents that: (a) any personal information they have provided in connection with this Contest may be shared with prize providers the purpose of facilitating the delivery or fulfillment of a Prize; and (b) Sponsor may broadcast, publish, disseminate and otherwise use a Winner's name, city/town/village and province/territory of residence, image and/or voice in connection with any promotion and/or publicity purposes without further compensation to Winner.

11.3 No communication unrelated to the Contest, commercial or otherwise, will be sent to the entrant unless the entrant otherwise expressly agrees to receive further communications from Sponsors.

- 12. INTELLECTUAL PROPERTY.** All intellectual property, including but not limited to trade-marks, 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. Any questions, comments or complaints regarding the Contest must be directed to Station.