GIVEAWAY RULES (the "Official Rules")

Mother Mother Giveaway (the "Giveaway")

1. ENTRY PERIOD & GIVEAWAY SPONSORS.

- (a) The Giveaway is brought to you by the following entities (collectively or individually, the "Giveaway Sponsors"): Rogers Media Inc. ("Rogers"), operator of radio station, SONiC 102.9 (the "Station").
- (b) The Giveaway entry period (the "Entry Period") starts at 3:00PM on November 19th, 2016, at a location to be announced then, and continues on location until the guest list registration allotment runs out. All times referenced in these Official Rules are Mountain Daylight Time (MDT).

2. HOW TO REGISTER FOR THE GIVEAWAY.

- (a) No purchase is necessary to enter this Giveaway. Entry is subject to these Official Rules, including without limitation the conditions of entry set forth below.
- (b) During the Giveaway Period, individuals must find SONiC in person on location at a location to be announced on Saturday, November 19 @ 3pm MST. Each individual will approach the SONiC onsite team to have their name registered on the official guest list, receive an event entry token, and will have one guest allowed alongside their name only. All guest list additions are first come, first served. Guest list registrations are non-transferable and all guests must be 18 years or older as of December 10th, 2016 to win. All registrants must be in attendance on location to receive entry and get their name on the guest list. Individuals cannot present themselves as a proxy and claim a guest list spot for someone else. All attendees will have their names on the final guest list. Guests of the registrants do not need to register their names, but must be in attendance with the registrant at time of entry at event.
- (c) REGISTRATION LIMIT: Only one (1) guest list registration per person, and one (1) guest allowed per person after registration. All registrants must register in person. No proxies or substitutions allowed.
- (d) Any attempt or suspected attempt to enter this Giveaway 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 Giveaway 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.
- (e) Although this Giveaway 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 Giveaway is not sponsored, endorsed or administered by, or associated with, any Third Party Service; (ii) if entry into this Giveaway 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 Giveaway should be directed to the Giveaway Sponsors and not to any Third Party Service. By participating in this Giveaway, 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 Giveaway, 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 Giveaway Sponsors and their representatives, or the Giveaway judges (if any), which decisions are final, binding and conclusive (without appeal) on all matters relating to the Giveaway;
- (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 Giveaway, 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 Giveaway and may be refused as entry to this Giveaway, 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, sublicensable and unlimited licence to use your entry, including the Entry Material, in any media and for any purpose related to the Giveaway (or any substantially similar giveaway), 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 Giveaway is open only to Canadian residents who are 18 years of age or older as of the date of event (December 10, 2016) 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 Giveaway:

- (i) employees, officers, directors, agents, and representatives of: (1) the Giveaway Sponsors and their parent and affiliated companies, (2) the Giveaway guest list registration supplier(s), (3) the Giveaway judges, if applicable, and (4) any and all other companies associated with the Giveaway;
- (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.
- (iv) Individuals who have won any station giveaway within the 30 days preceding selection as a potential winner of this giveaway;
- (v) Individuals who have won any guest list registration valued at approximately \$1,000 or more from the Station within six (6) months of selection as a potential winner of this giveaway.
- (c) The Giveaway Sponsors shall have the right at any time to require proof of identity and/or eligibility to enter the Giveaway. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied for the purpose of the Giveaway must be truthful, complete, accurate and in no way misleading. The Giveaway 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. GUEST LIST REGISTRATION DESCRIPTION.

There are one hundred and fifty-eight (158) registration entries eligible for the registration event on November 19, 2016. Each registration will be entitled to one (1) guest for entry at the December 10, 2016 event.

6. GENERAL GUEST LIST REGISTRATION CONDITIONS.

The terms and conditions contained in this Section apply to any and all Giveaway guest list registration(s) awarded pursuant to these Official Rules:

- (a) Guest list must be accepted as awarded, without substitution, transfer, exchange or assignment, unless otherwise determined in the absolute discretion of the Giveaway Sponsors and/or guest list registration supplier(s). Guest list registration may not be exactly as advertised. Except as expressly warranted herein, guest list registration is provided "as is" without further warranty of any kind.
- (b) Any unused portion of the guest list registration, 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. Guest list registration will not be replaced if lost, destroyed, mutilated or stolen.
- (c) The Giveaway Sponsors and/or the guest list registration supplier(s) reserve the right, in their absolute discretion, to substitute a guest list registration or a component of a guest list registration with a guest list registration or a component of a guest list registration (as applicable) of equal or greater value, including, without limitation, a monetary award, if the guest list registration or guest list registration component cannot be awarded by the Giveaway Sponsors and/or the guest list registration supplier(s) for any reason.
- (d) Once awarded, guest list registration 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 giveaway, including future giveaways, should it reasonably believe such entrant to have acted or attempted to act in contravention of the foregoing restriction.

7. <u>REGISTRATION.</u>

- (a) On the giveaway occasion, eligible registrants must visit the SONiC promotional team on location on November 19, 2016 at 3pm MST until all guest list registrations are filled. The location will be disclosed ON-AIR at 3pm MST, and on the SONiC 102.9 Facebook page at 3:10pm MST.
- (b) 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) To be declared a recipient of a guest list registration, a potential registrant must attend IN PERSON and: (i) correctly answer (as determined in the absolute discretion of the Giveaway Sponsors) without assistance of any kind, whether mechanical or otherwise, a time-limited, mathematical skill-testing question; (ii) be in full compliance with these Official Rules; and, (iii) in the discretion of the Giveaway 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 Giveaway Sponsors in their absolute discretion.
- (d) A potential registrant may be required to provide proof of identification to the Giveaway Sponsors and/or guest list registration supplier(s), as applicable, when claiming a guest list registration or otherwise in connection with this Giveaway to facilitate the accurate identification of a Giveaway winner. Once confirmation of a Giveaway winner is complete in accordance with the terms of these Official Rules, the Giveaway Sponsors and/or any guest list registration suppliers will promptly coordinate guest list registration distribution. Except as otherwise determined in the absolute discretion of the Giveaway Sponsors and/or guest list registration supplier(s), as applicable, upon notification, a winner must personally take delivery of his/her guest list registration supplier(s) (as selected by the Giveaway Sponsors and/or guest list registration is available or within thirty (30) days of being notified that such guest list registration is available or within such other time period as may reasonably be advised by the Giveaway 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 guest list registration.

8. RELEASE OF LIABILITY, INDEMNITY.

By entering this Giveaway, you: (a) agree to remise, release and forever discharge the Giveaway Sponsors, their respective parent and affiliated companies, any and all other companies associated with the Giveaway (including guest list registration suppliers and suppliers of materials or services related to the Giveaway), 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 Giveaway and/or the awarding, receipt, possession, use

and/or misuse of any Giveaway guest list registration (or any portion thereof), or any travel or activity that is related to the receipt or use of any Giveaway guest list registration; 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 Giveaway, (iii) your acceptance, possession, use and/or misuse of any Giveaway guest list registration (or any portion thereof), if applicable, or (iv) the use of any Entry Material in accordance with the rights granted in these Official Rules.

9. CONSENT TO PUBLICITY.

By accepting a Giveaway guest list registration, if applicable, you authorize the Giveaway Sponsors and each of their respective licensees, 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 Giveaway guest list registration, 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 Giveaway (or any substantially similar giveaway), 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.

10. 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 Giveaway-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 Giveaway, including, without limitation, errors or difficulties which may occur in connection with the administration of the Giveaway, the processing of entries, the announcement of the guest list registration or in any Giveaway-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 Giveaway. 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 Giveaway or downloading materials from or use of any website.

11. PRIVACY.

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

If you are selected as a potential guest list registration winner, you consent to Rogers' disclosure of your personal information to any Giveaway guest list registration provider(s) for purposes of guest list registration fulfillment. You understand and agree that, should your personal information be provided to any guest list registration provider, your information will be subject to that guest list registration 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 Giveaway Sponsors or other parties; however, eligibility to participate in the Giveaway 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 Giveaway 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.

12. <u>GENERAL.</u>

- (a) LAWS AND RULES. This Giveaway 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 Giveaway. The terms of this Giveaway, as set out in these Official Rules, are not subject to amendment or counter-offer, except as set out herein. This Giveaway 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 Giveaway 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 Giveaway 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 Giveaway Sponsors, Rogers reserves the right to cancel or suspend the Giveaway and/or conduct a random draw from all previously received eligible entries.
- (c) CONDUCT. The Giveaway Sponsors reserve the right, in their absolute discretion, to disqualify without notice, and/or ban from this Giveaway and any future giveaways, 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 Giveaway or any Giveaway 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 Giveaway. Any attempt by an entrant or any other individual to undermine the legitimate operation of this Giveaway may be a violation of criminal and/or civil laws. Should any such attempt be made, the Giveaway Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.