

Updated on February 8, 2019

CONTEST RULES
(the “Official Rules”)
The KiSS Dream Machine Contest (the “Contest”)

These Official Rules govern the Contest. By participating or attempting to participate in the Contest, you will be deemed to have received, understood, and agreed to these Official Rules.

1. WHO ARE THE SPONSORS?

The Contest is brought to you by the following entities (collectively or individually, the “**Contest Sponsors**”):

Rogers Communications Inc. (“**Rogers**”), operator of radio station KiSS 91.7 (the “**Station**”).
Daytona Homes (**sponsor**)

Although the Contest may be communicated, promoted, or administered by means of a third party social media or social networking service or site (a “**Third Party Service**”), the Contest is not sponsored, endorsed or administered by, or associated with, any Third Party Service; any questions, comments or complaints regarding the Contest should be directed to Rogers and not to any Third Party Service.

2. WHO MAY ENTER THE CONTEST?

This Contest is open only to entrants who are residents of the Province of Alberta and who are at least 18 years old as of the date of entry.

The following individuals are not eligible to enter the Contest:

- (a) employees, officers, directors, agents, and representatives of: (i) the Sponsors, or any of their respective parents, subsidiaries or affiliates; (ii) any prize suppliers; (iii) any and all other companies associated with the Contest;
- (b) a household member of any of the individuals listed in (a), above, whether or not related; and
- (c) members of the immediate family (spouse, parent, child, sibling) of the individuals listed in (a), above.

3. WHEN DOES THE CONTEST START/END?

You may enter the Contest between 1:00 a.m. on February 11, 2019 and 3:59 p.m. on March 29, 2019 (the “**Entry Period**”). All times referenced in these Official Rules are Mountain Time.

4. HOW DO I ENTER THE CONTEST?

No purchase is necessary to enter the Contest. Entry is subject to these Official Rules, including without limitation the conditions of entry set forth below.

- (i) Enter this Contest by logging into your Station VIP (KiSS Nation) account during the Entry Period and filling out a ballot for the Contest. To become a Station VIP, go to the Station’s website at www.kiss917.com and sign up for VIP status for free.

OR

(ii) Enter this Contest by mailing a letter with your name, address, day and evening telephone numbers, email address, age, Contest name "THE KISS DREAM MACHINE CONTEST" at KISS 91.7, 5915 Gateway Blvd, Edmonton, AB T6H 2H3 for one (1) entry into the Contest.

Mail-in entries must be received within the Entry Period to be valid. Limit of one (1) entry per postage-stamped envelope.

A "**Submission**" shall consist of a truthful, written submission that describes, in 100 words or less, the Contest prize that you wish you would win and the reasoning of why you wish you would win such prize (the "**Submission**")

5. HOW MANY TIMES MAY I ENTER THE CONTEST?

There is a limit of one entry per person/email address. By way of illustration, if two or more otherwise eligible individuals share a single email address, only one of them may enter the Contest; and, if an eligible individual has multiple email addresses, he or she may only enter the Contest once in respect of only one of those email addresses.

6. COULD MY ENTRY BE REFUSED OR REJECTED?

Your entry could be refused or rejected if:

- (a) you attempt to enter the Contest in a fashion not authorized by these Official Rules;
- (b) your entry contains false or misleading information, or is late, falsified, illegible, damaged or incomplete or otherwise irregular;
- (c) your entry is submitted using robotic, automated, programmed, or other illicit means; or
- (d) your entry is not in compliance with these Official Rules.

In addition, the Sponsors reserve the right to refuse any entry for any other reason as they may determine.

7. WHAT ARE THE CONDITIONS OF ENTRY?

By entering the Contest:

- (a) you agree to be bound by these Official Rules and by the decisions of the Sponsors, which decisions are final, binding and conclusive;
- (b) you represent and warrant that (i) 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, as applicable) (all such material, collectively, the "**Entry Material**") is original to you, (ii) you have all necessary rights in and to your Entry Material to enter the Contest, including the consent of any third parties whose personal information is included in your Entry Material, and (iii) your Entry Material does not contain, depict, include or involve content that is, or could reasonably be considered to be, inappropriate, unsuitable or offensive, as determined by the Sponsors;
- (c) you understand and agree that your entry, including your Entry Material, will not be returned to you and may be moderated or edited by Rogers as it deems appropriate;
- (d) you grant to the Sponsors the irrevocable right to use your Entry Material in any media worldwide and for any purpose related to the Contest (or any similar contest), including the right to use, reproduce, modify, adapt, translate, or create derivative works from, your Entry Material without notification, compensation or additional consideration to you;

- (e) you waive all claims of moral rights in any use of your Entry Material by Rogers pursuant to the rights granted in these Official Rules;
- (f) you agree that the Sponsors shall have the right at any time to require proof of identity or eligibility to enter the Contest; failure to provide any such proof upon request may result in disqualification;
- (g) you release and forever discharge the Sponsors, their respective parents, affiliates, and subsidiaries, any other companies associated with the Contest, and all of their respective directors, officers, employees, agents, representatives, licensees, successors and assigns, as well as any Third Party Services, (collectively, the “**Releasees**”), and agree to indemnify and hold harmless each of the Releasees, from and against any and all claims, damages or liability, including any costs or losses related to personal injury, death, damage to or loss or destruction of property, arising out of, or in any way related to, (i) your participation in the Contest, (ii) the awarding, receipt, possession, use or misuse of any prize, in whole or in part, or any travel or activity related to any prize, (iii) the use of any Entry Material or Publicity Material (defined below) in accordance with the rights granted in these Official Rules, or (iv) any breach of these Official Rules.

8. WHAT ARE THE CONTEST PRIZES?

A maximum of sixty (60) prizes will be available to be won in this Contest, each such prize to be valued at no more than ten thousand dollars (CDN \$10,000) and to be offered in the form of items, services, and/or cash, as determined in the absolute discretion of the Contest Sponsors. The Contest Sponsors will endeavour to provide each winner with a prize that is inspired by the winner’s Submission; however, the ultimate selection as to the nature and value of each prize will be determined in the absolute discretion of the Contest Sponsors.

For clarity, in the event a winner receives a Contest prize that is valued at less than CDN \$10,000, such winner will not be entitled to any compensation or difference in value as between the actual value of the prize and CDN \$10,000. **NO FINANCIAL COMPENSATION WILL BE MADE OR REQUIRED IF ACTUAL PRIZE VALUE IS LOWER THAN THE MAXIMUM VALUE OF CDN \$10,000 AS QUOTED IN THESE OFFICIAL RULES.**

9. ARE THERE ANY PRIZE CONDITIONS?

In addition to any prize conditions provided elsewhere in these Official Rules, any prize awarded in the Contest is subject to the following conditions:

- (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.

10. HOW WILL THE POTENTIAL WINNER(S) BE SELECTED?

(a) Staff members or representatives of the Contest Sponsors will judge all eligible entries as they are received, based on the following criteria: Inspirational and compelling nature of the Submission (50%); Feasibility of awarding a meaningful prize associated with the Submission (25%); and Clarity and precision in the Submission as to the desired prize (25%) (the “**Criteria**”).

(b) On weekdays during the period starting on March 4, 2019 and ending on March 29, 2019 (the “**Announcement Period**”), a representative of the Station will announce, on-air, the name of a minimum of one (1) top-ranking entrant, as determined by the judges in their absolute discretion pursuant to the application of the Criteria. Any such announcement will occur during the Announcement Period at any of the following approximate times: 8:10 AM, or 11:10 AM, or 4:10 PM (each, a “**Possible Announcement Time**”). As there may be more than one (1) top-ranking entrant announced per day during the Announcement Period, entrants are encouraged to listen to the Station at each Possible Announcement Time during the Announcement Period.

(c) Should an entrant hear his/her name announced on-air by the Station at any Possible Announcement Time, such entrant will have nine (9) minutes and seventeen (17) seconds from the time of the announcement to call the Station at 780-426-0917 in order to be deemed a potential winner. If the Station does not receive a telephone call from a selected entrant within nine (9) minutes and seventeen (17) seconds of the time of the applicable announcement, or the Station receives a call, but (i) the telephone line is dead when answered by a Station representative, (ii) no audible response is heard, or (iii) no one responds after five seconds, then the selected entrant will be disqualified and the prize will be forfeited for that particular announcement time. However the entry will still be considered valid for the remainder of the Contest Period.

(d) The decisions of the judges shall be final and binding (and without appeal) and may not be challenged in any way.

(e) In the event any potential winner declines a prize for any reason, and/or does not meet the requirements set forth in these Official Rules, as determined by the Contest Sponsors in their absolute discretion, he/she will be disqualified and the prize will be forfeited.

(f) 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.

11. HOW CAN A POTENTIAL WINNER BECOME A WINNER?

To be declared a winner, a potential winner:

- (a) must correctly answer, without assistance, a time-limited, mathematical skill-testing question to be administered by the Sponsors;
- (b) must be in compliance with these Official Rules;
- (c) must sign and return, within any designated time period of a release of liability and consent to publicity form and any other documentation as reasonably required;
- (d) may be required to provide proof of identification to confirm eligibility or to claim a prize, or provide proof that he or she is the authorized account holder of any account associated with the selected entry.

12. WHAT ARE THE ODDS OF WINNING A PRIZE?

Odds of winning depend on the number of eligible entries received and on the application of judging criteria.

13. HOW DO I CLAIM A PRIZE?

Once a potential winner is confirmed as a winner, prize distribution will be promptly coordinated. Except as otherwise indicated by the Sponsors, a winner must personally take delivery of the prize as instructed within thirty (30) days of being notified that such prize is available or within such other time period as may reasonably be advised.

If a winner fails to take delivery of the prize as instructed, the prize will be deemed forfeited.

14. WILL I APPEAR IN ANY PUBLICITY IF I AM A WINNER?

If you are a winner, the Sponsors may require you to appear in publicity related to the Contest or to any similar contest.

By accepting a prize:

- (a) you grant to the Sponsors the irrevocable right to record, photograph or otherwise capture or document you, your likeness, your voice, or any statements you make regarding the Contest or the prize, by any available means;
- (b) you agree that any such captured material, together with your biographical information, such as name or place of residence, or your Entry Material (collectively, all such materials, the “**Publicity Material**”) may be used by the Sponsors or their licensees, successors, or assigns (collectively, the “**Publicity Parties**”) in any media, whether now known or later devised, worldwide and in perpetuity, for advertising or promotional purposes related to the Contest or any similar contest. Any such use of the Publicity Material may include the reproduction, modification, adaptation, translation or creation of derivative works from your Entry Material;
- (c) you acknowledge that the Publicity Parties shall not be required to compensate you, notify you, or request your permission in connection with their use of any Publicity Material, unless otherwise prohibited by law; and
- (d) you waive any rights that you may have or that may otherwise exist in connection with any use of the Publicity Material by any of the Publicity Parties, including any moral rights in any such Publicity Material.

15. HOW WILL MY PERSONAL INFORMATION BE COLLECTED, USED AND DISCLOSED?

By entering the Contest, you consent to Rogers' collection, use and disclosure of your personal information in accordance with the Privacy Policy, available at www.rogers.com/web/content/Commitment-to-Privacy (the "Rogers Privacy Policy"), for purposes of administering the Contest as described in these Official Rules.

Over the course of participating in the Contest, you may be given the option to receive commercial emails or other communications of a commercial nature (collectively, "**Commercial Communications**") from the Sponsors or other parties. Should you elect to receive Commercial Communications from Rogers, your personal information will be used by Rogers to that end, in accordance with the Rogers Privacy Policy.

Your personal information may be disclosed to a third party in the following circumstances:

- (a) in accordance with these Official Rules, or with your consent, or as otherwise permitted or required by law.
- (b) if you elect to receive Commercial Communications from a party other than Rogers, Rogers will disclose your personal information to that other party for that purpose;
- (c) if you are a potential prize winner, Rogers may disclose your personal information to any prize supplier for purposes of prize fulfillment; and
- (d) if you have been asked to sign and return a release of liability and consent to publicity form or other documentation in accordance with the terms of these Official Rules, Rogers may disclose your personal information to any interested party, such as an entity who is released from liability.

Rogers' disclosure of your personal information to another party will cause your personal information to be subject to that party's privacy policy and practices.

16. HOW DO THE RELEASEES LIMIT THEIR LIABILITY?

The Releasees assume no liability for the following:

- (a) stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, jumbled, or garbled entries, transmissions, email, mail, or other communications;
- (b) any error, omission, interruption, defect or delay in transmission, processing, or communication;
- (c) failures or malfunctions of, or difficulties with, computer hardware or software, telephones, telephone lines, telephone systems, or network, cable, satellite, server, or website connections;
- (d) printing, typographical, or other errors appearing within these Official Rules, in any Contest-related advertisements, or in Contest-related materials;
- (e) incorrect or inaccurate information, including where caused by website users, tampering, hacking, or by any equipment or programming associated or used in connection with the Contest;
- (f) injury or damage to any computer or other device resulting from or otherwise related to participation in the Contest, the use of any website, or the downloading or accessing of any materials;
- (g) anyone being incorrectly or mistakenly identified as a winner or potential winner; or
- (h) any other errors, problems or difficulties of any kind, whether human, mechanical, electronic, or otherwise, relating in any way to the Contest, including those errors, problems or difficulties that may relate to the administration of the Contest, the processing of entries, the advertising of the Contest, the announcement of any prize or prize winner, or the cancellation or postponement of any event.

17. WHAT LAWS APPLY TO THE CONTEST?

The laws of the province or territory in which you reside apply to the Contest.

Any attempt to undermine the legitimate operation of the Contest may be a violation of criminal or civil laws. Should any such attempt be made, the Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law.

18. CAN THE SPONSORS CANCEL OR AMEND THE CONTEST?

The Sponsors may cancel, modify, or suspend the Contest or amend these Official Rules for any reason whatsoever, subject to prior approval by the Régie des alcools, des courses et des jeux, if legally required. For example, if for any reason the Contest is not capable of running as originally planned, the Sponsors may adjust any of the dates, timeframes or other Contest mechanics, or suspend or cancel the Contest.

You may not amend these Official Rules in any way.

19. WOULD THE SPONSORS EVER DISQUALIFY OR BAN SOMEONE FROM A CONTEST?

The Sponsors may disqualify without notice or ban someone from the Contest or any future contest for any other reason, including if the Sponsors find that a person has:

- (a) resold or attempted to resell a prize, in whole or in part;
- (b) tampered with or attempted to tamper with, or undermined or attempted to undermine, the legitimate operation of the Contest;
- (c) provided false or misleading information;
- (d) acted in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any person; or
- (e) otherwise violated these Official Rules.

20. WHAT HAPPENS IF THESE OFFICIAL RULES CONTRADICT OTHER CONTEST MATERIALS?

In the event of any discrepancy or inconsistency between these Official Rules and disclosures or statements made by the Sponsors or appearing in other Contest-related materials, these Official Rules shall govern.

21. WHAT HAPPENS IF PART OF THESE OFFICIAL RULES BECOMES UNENFORCEABLE OR DOES NOT APPLY?

If any part of these Official Rules is legally unenforceable or inapplicable, then that part will be deemed invalid; however, the remainder of these Official Rules will otherwise continue to be legally binding.