

## Apollo Avenue Secret Santa CONTEST (the “Contest”)

### Official Rules and Regulations (the “Contest Rules”)

#### 1. THE CONTEST PERIOD

The Contest entry period commences at 9:00 a.m. Mountain Time (“MT”) on December 5, 2016 and concludes at 5:00 p.m. MT on December 16, 2016 (the “**Contest Period**”).

#### 2. ELIGIBILITY

The Contest is open to residents of the Province of British Columbia, who are, at the start of the Contest Period, nineteen (19) years of age or older, and have not won a prize from a previous contest on the Radio Station (defined below) in the preceding thirty (30) days. Employees, directors and officers of Apollo Avenue Sunglasses and Watches, 663975 B.C. Ltd, operating as CKFU-FM (the “**Radio Station**”) and Moose FM. (the “**Contest Sponsors**”), any affiliate (as defined in the *Canada Business Corporations Act*) of the Contest Sponsors (the “**Affiliates**”), employees, directors and officers of their respective advertising and promotional agencies, as well as those with whom any of the foregoing are domiciled (whether related or not) are not eligible to enter the Contest.

#### 3. HOW TO ENTER AND WIN

##### NO PURCHASE NECESSARY.

Listen to the Radio Station Monday to Friday during the Contest Period for the Contest occasion to be broadcast on air during any of the following hours: 9:20 a.m., 1:20 p.m., and 4:20 p.m. MT (each a “**Contest Occasion**”). Upon hearing the Contest Occasion, listeners will then be invited to call (250) 787-2222 (the “**Contest Line**”).

The correct caller through the Contest Line at 9:20 a.m. MT (the “**First Contestant**”) will qualify to win a prize as announced by the on-air host, subject to these Contest Rules (the “**First Contestant Prize**”) with the caveat that he/she may lose it during the 1:20 p.m. Contest Occasion.

The correct caller through the Contest Line at 1:20 p.m. MT (the “**Second Contestant**”) will qualify to make the choice to either “steal” the First Contestant Prize or select an undisclosed prize (each a “**Mystery Prize**”), subject to these Contest Rules (the “**Second Contestant Prize**”) with the caveat that he/she may lose it during the 4:20 p.m. Contest Occasion. If the Second Contestant decides to take the Mystery Prize, then the First Contestant will get to keep the First Contestant Prize, which cannot be “stolen” in the next Contest Occasion. If the Second Contestant decides to take the First Contestant Prize, then the First Contestant will be awarded the Mystery Prize, which cannot be “stolen” in the next Contest Occasion. Once the decision has been made, the Mystery Prize is revealed at the end of each Contest Occasion.

The correct caller through the Contest Line at 4:20 p.m. PT (the “**Third Contestant**”) will qualify to make the choice to either “steal” the Second Contestant Prize or select a Mystery

Prize, subject to these Contest Rules (the “**Third Contestant Prize**”) with the caveat that he/she may lose it during the 9:20 a.m. Contest Occasion the following weekday. If the Third Contestant decides to take the Mystery Prize, then the Second Contestant will get to keep the Second Contestant Prize, which cannot be “stolen” in the next Contest Occasion. If the Third Contestant decides to take the Second Contestant Prize, then the Second Contestant will be awarded the Mystery Prize, which cannot be “stolen” in the next Contest Occasion.

Hereinafter the “First Contestant Prize”, “Second Contestant Prize”, “Third Contestant Prize” and “Mystery Prize” are referred to as a “Prize” or “Prizes”, unless otherwise specified.

**NOTE:** During the Contest Period, listeners may attempt to call-in as many times as they wish during each Contest Occasion, but once through the Contest Line, **only one (1) Prize shall be awarded per household during the Contest Period.** A "household" is defined as any individual residing at the same address. Once a Prize is awarded, entrants in the same household will no longer be eligible to enter the Contest for a Prize in any of the remaining Contest Occasions during the Contest Period. Multiple entries will be discarded. Entries are subject to verification and will be declared invalid if they are reproduced, falsified, altered or tampered with in any way.

**Streaming Listeners:** Please note that you may be listening to a delayed stream of the radio signal which may vary depending on your computer’s memory capacity and the speed of your internet connection. For that reason, Contest Sponsors recommend that you turn on your radio to the Radio Station to participate in any call-in contest to be sure you are participating in “real time.” Contest Sponsors assume no responsibility for entrants not making timely phone calls to the Radio Station as a result of the delays in the Internet stream.

If there is not a clear telephone connection between the Radio Station on-air announcer and a Contest entrant, such that one or each other cannot hear the other or the caller otherwise gets disconnected, such entrant may, in the sole and absolute discretion of the Contest Sponsors, be disqualified, and if disqualified will forfeit his/her entry and the Released Parties (defined below) will not be liable in any way. Prior to completing the call or at any other time as determined by the Contest Sponsors, the eligible entrant will be required to provide a representative of the Contest Sponsors with all required contact information (including, but not necessarily limited to, his/her name, telephone number and/or email address).

#### **4. THE PRIZES AND PRIZE VALUES**

There are thirty (30) Prizes to be won. Prizes will be announced and may include, without limitation, CDs, DVDs, gift certificates, electronics, gift cards, concert or movie tickets, books, passes to local festivals, among other prizing. The approximate retail value of each Prize awarded will vary between a minimum of fifty Canadian dollars (CDN\$50) up to a maximum of Five Hundred Canadian dollars (CDN\$500).

The terms by which the gift card/gift certificates/concert or movie tickets may be redeemed are governed by the individual retailer or service provider. The Contest Sponsors are not responsible for administering or ensuring compliance with the terms and conditions relating to the gift card/gift certificates/concert or movie tickets.

#### **5. DEADLINE FOR CLAIMING A PRIZE**

The Prize winners will be given instructions and a deadline as to how they must claim their Prize. Potential Prize winners who fail either to claim their Prize or to inform the Contest Sponsors of their inability to claim their Prize before the deadline, as instructed, may be required to forfeit their Prize and another eligible entrant may be selected in Contest Sponsors' sole discretion.

#### **6. PRIZE CONDITIONS**

All incidental costs and expenses not specifically referred to herein as part of a Prize description (the "**Expenses**") are the sole responsibility of each Prize winner. All Prize elements are subject to availability and substitution. Prize winners shall not seek reimbursement for the Expenses from the Contest Sponsors.

#### **7. ODDS OF WINNING**

Odds of winning depend on the total number of eligible entrants who call in the Contest Line during a given Contest Occasion.

#### **8. NO REPRESENTATIONS OR WARRANTIES**

None of the Contest Sponsors make any representation or offers any warranty, express or implied, as to the quality or fitness of any Prize awarded in connection with the Contest. Prize winners understand and acknowledge that they may not seek reimbursement or pursue any legal or equitable remedy from the Contest Sponsors should a Prize fail to be fit for its purpose or is in any way unsatisfactory to a Prize winner.

9. **DECLARATION AND RELEASE OF PRIZE WINNERS**

Before being awarded a Prize, each potential Prize winner must:

- a) correctly answer, unaided, a time-limited skill-testing mathematical question; and
- b) sign a standard form Declaration and Release of Liability (the “**Release Forms**”) confirming that by entering the Contest:
  - i) he or she read, understood and accepted these Contest Rules;
  - ii) that he or she understands that acceptance of a Prize may involve danger and/or exposure to risks and hazards of both man-made and natural origin, whether arising from foreseeable or unforeseeable human error and negligence, and that, as a result, he or she may suffer damage to personal property, serious personal injury, illness or even death;
  - iii) that he or she nevertheless freely and voluntarily agrees and does hereby assume any and all risks of personal injury, illness, death arising out of or connected with his or her participation in the Contest and winning a Prize; and
  - iv) that he or she releases, discharges, indemnifies and holds harmless the Contest Sponsors, the Affiliates, the prize providers and each of their respective directors, officers, employees, independent contractors, representatives, licensors and agents as well as their respective advertising and promotional agencies (collectively, the “**Releasees**”) from and against any and all liability due to any injuries, damages or losses to any person (including death) or property of any kind, arising in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of a Prize, or in connection with participation in this Contest or a Contest-related activity, including, without limitation, any financial, legal or moral responsibility or loss or personal injury including death or damage to or loss of property suffered or incurred or arising from participating in the Contest or accepting a Prize, whether suffered by a Prize winner, or by his or her heirs, administrators, personal representatives or executors, and notwithstanding that such injuries or losses may have been caused solely or partly by any act, omission, negligence or gross negligence of any or all of the Releasees.

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#### 10. PRIZE SUBSTITUTION

Prizes and Prize portions are non-exchangeable, non-transferable, non-refundable, have no cash surrender value and must be accepted as awarded with no substitutions, except as may be decided by Contest Sponsors in their sole and absolute discretion. The Contest Sponsors reserve the right, in their sole discretion, to substitute and/or modify the Prizes, or Prize portions, with a Prize of equal or greater value for any reason. Should a Prize winner be unable to claim their Prize or Prize portions as awarded, their rights to that Prize or Prize portions will be forfeited.

#### 11. TERMINATION/MODIFICATION

Subject to applicable law, the Contest Sponsors reserve the right to cancel, suspend, terminate and/or modify the Contest Rules or administration of the Contest, in whole or in part, without prior notice with no obligation or liability, including, if for any reason, the Contest is not capable of running as planned, whether due to technical failure, tampering, fraud, corruption of security or other causes beyond the control of the Contest Sponsors. The Releasees are not responsible or liable to any entrant or winner or any person claiming through such entrant or winner for failure to supply a Prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorists acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, tsunami, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labour or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, performers' illness, injury or death, or any other cause beyond the Releasees' sole control.

#### 12. OWNERSHIP OF ENTRIES

Subject to the terms contained in Section 14, all entries shall become the property of the Contest Sponsors and their advertising and promotional agencies. The Releasees assume no responsibility for lost, stolen, destroyed or otherwise indecipherable entries due to any failure or technical malfunction of the telephone network, on-line computer systems of equipment, servers, access providers, software, poor reception, technical problems, failure of any email or submission or due to any other reason regardless of cause.

#### 13. PUBLICITY

By entering the Contest, each entrant consents to the use of his or her name, city of residence, photograph, voice, likeness, image or any other aspect of his or her personality for any publicity and programming purposes, commercial or otherwise, in connection with the Contest, throughout the world, in all media, in perpetuity, by the Contest Sponsors, promoters and their advertising and promotional agencies, without any payment or compensation. Prize winners further agree that their audio reaction may be used for on-air promotional purposes. **Entrants understand and acknowledge that the Radio Station may contact him or her on-air without prior knowledge as a result of his or her participation in the Contest.**

#### 14. CONSENT TO COLLECTION AND USE OF PERSONAL INFORMATION

By entering the Contest and voluntarily providing personal information including, but not limited to, name, address, city, email address, home and office telephone numbers (the “**Registrant Information**”), each Contest entrant grants permission to the Contest Sponsors to collect and use of the Registrant Information for the exclusive purpose of administering the Contest and selecting the Prize winners and in a manner consistent with the Radio Station Privacy Policy. Unless consent has been provided by the entrant, no correspondence will take place between the Contest Sponsors and the entrants except in connection with the Contest and, in the case of the Prize winners, as a result of entering the Contest and winning a Prize. To review the Radio Station’s Privacy Policy, visit [www.moosefm.ca/privacy](http://www.moosefm.ca/privacy).

#### 15. TAMPERING

If for any reason the Contest is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the reasonable control of the Contest Sponsors that corrupts, impairs or affects the administration, security, fairness, integrity, or proper conduct of this Contest, the Contest Sponsors reserve the right, at their sole discretion, to cancel, terminate, modify, extend or suspend the Contest and/or Prizes. The Contest Sponsors further reserve the right to disqualify, from this Contest and future contests of the Contest Sponsors, any individual who tampers with or in any way corrupts the entry process. The Contest Sponsors may prohibit an entrant from participating in the Contest, future contests of the Contest Sponsors and/or winning a prize(s) if, in the Contest Sponsors’ sole discretion, the Contest Sponsors determine that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or any unlawful or unfair playing practices relating to the Contest (including but not limited to the use of automated quick entry programs), prize(s), or intending to annoy, abuse, threaten or harass any other entrants or the Contest Sponsors representatives. **Any attempt by an entrant or any other individual to deliberately damage any web site or undermine the legitimate operation of the Contest may be in violation of criminal and civil laws and should such an attempt be made, the Contest Sponsors reserve the right to seek remedies and damages (including lawyers’ fees) from any such entrant or any other individual to the fullest extent permitted by law, including criminal prosecution.**

#### 16. LIMITATION OF LIABILITY

By entering the Contest, the entrant agrees that the Releasees shall have no liability and shall be held harmless by the entrant for any damage, loss or liability to person or property, due in whole or in part, directly or indirectly, by reason of entering the Contest, the acceptance, possession, use, enjoyment or misuse of any Prize, or while preparing for, participating in any Contest-related or Prize-related activity. The Releasees are not responsible for technical, hardware, software or telephone failures of any kind, lost or unavailable network connections, fraud, incomplete, garbled or delayed computer transmissions, whether caused by any of the Releasees, users or 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 processing of submissions

that may cause damage to a user's system or limit an potential entrant's ability to participate in the Contest.

**17. WHERE CONTEST RULES AND REGULATIONS AVAILABLE**

These Contest Rules are available online at [www.moosefm.ca](http://www.moosefm.ca) and at the Radio Station studios, located at 9924 101 avenue, Fort St. John, British Columbia.

**18. COMPLIANCE WITH CONTEST RULES**

All entrants agree to abide by the Contest Rules, which are subject to change at the sole discretion of the Contest Sponsors.

**19. COMPLIANCE WITH LAWS**

This Contest is void where prohibited or restricted by law and is subject to all federal, provincial, territorial and municipal laws and regulations of Canada and of each province, territory and municipality of Canada, respectively.

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