

CONTEST RULES
(the “Official Rules”)

The KiSS 105.3 \$5000 Secret Sound
(the “Contest”)

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

1. WHO ARE THE SPONSORS?

The Contest is sponsored and administered by Rogers Communications Inc. or one of its subsidiaries or affiliates (“**Rogers**”), on behalf of KiSS 105.3 CJMX-FM – Sudbury (the “**Station**”).

The following entities are co-sponsors of the Contest: **Northern Sole Foot & Ankle Centre**.

Rogers and any co-sponsors of the Contest are referred to collectively or individually as the “**Sponsors**”.

This Contest is in no way sponsored, endorsed, administered by or associated with any third party social media or social networking service or site (each a “**Third Party Service**”), including but not limited to Facebook, Instagram and/or X (formerly known as Twitter). Any questions, comments or complaints regarding the Contest should be directed to Rogers and not to any Third Party Service.

2. WHO IS ELIGIBLE TO ENTER?

The Contest is open only to Canadian residents who have reached the age of majority as of the date of entry and who reside within the listening range of the Station. For greater certainty, to be eligible, you must be able to access the Station’s terrestrial broadcast without recourse to satellite radio, the Internet (including simulcasting), cable television, an application (including 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.

Employees, officers, directors, agents, and representatives of the Sponsors or any of their respective parents, subsidiaries or affiliates, any prize suppliers, any and all other companies associated with the Contest, a household member of any of the individuals listed above, whether or not related or members of the immediate family (spouse, parent, child, sibling) of the individuals listed above are not eligible to enter or individuals who have won any Station contest within the thirty (30) days preceding selection as a potential winner of the Contest and/or who have won any prize valued at approximately one thousand dollars (\$1,000) or more from the Station within six (6) months of selection as a potential winner of the Contest.

3. WHEN DOES THE CONTEST START/END?

The Contest starts at 3:00 p.m. on February 18 and ends at 5:00 p.m. on April 18 2025 or as soon as the Secret Sound has been guessed and the Jackpot (as defined in Section 5) has been won. If time permits and if the maximum total amount of \$5,000 has not yet been awarded in full during the Contest, the Sponsors reserve the right to start a new Game (as defined in Section 5) with a new Secret Sound and so on and so forth until April 18 2025 or until a maximum total amount of \$5,000 has been awarded in the Contest, whichever comes first (the “**Entry Period**”).

All times referenced in these Official Rules are Eastern Standard Time.

4. HOW DO I ENTER THE CONTEST?

No purchase is necessary to enter the Contest. Enter using the method of entry outlined below. No entries will be accepted by any other means.

To enter the Contest: (i) listen to the Station at approximately 3:00 p.m. and 5:00 p.m. each weekday (Monday-Friday only, excluding statutory holidays) during the Entry Period for a cue to text, and (ii) within two (2) minutes of any such cue to text (each an “**Entry Window**”), send the Station a message that starts with the provided keyword to 123-321. Such message may be sent via a cellular telephone that is capable of two-way messaging. Your carrier’s standard text message or short code message and data rates may apply. By sending a message to the Station in accordance with these Official Rules, you agree to being put on-air by the Station.

Following the close of each Entry Window, the Station will conduct a random draw in Sudbury, Ontario from among all eligible messages received during such Entry Window (the “**Eligible Messages**”), to select one (1) entrant to be deemed a finalist to play the Game (see Section 5 for more details). Non-selected messages will not carry forward to any other draw. The Station will contact such selected entrant on-air using the information provided in the message they sent; however, in the event the Station is unable to make contact immediately on air with a selected entrant for any reason, the Station may disqualify such selected entrant and randomly select an alternate entrant from among remaining eligible messages received during the applicable Entry Window until the Station successfully makes contact with an eligible finalist.

Notwithstanding the above, in the event of any technical issues relating to the Station’s messaging platform (as determined by Rogers), a cue to text may be altered to a cue to call, such that the Station would prompt its listeners to call the Station and the 7th eligible caller to reach the Station following any such cue to call would be deemed a finalist. In the event of a cue to call, the following additional terms and conditions apply:

If the telephone line is dead when answered, or no audible response is heard, or no one responds after five seconds, the Station will answer the next call in sequence and the next call in sequence will replace that call, and so on and so forth. In the event a call is cut off before all personal data is collected, the Station will use reasonable efforts to make contact with the cut-off caller, provided enough personal information was gathered in order to correctly identify the cut-off caller. In the event two or more calls come through on the same line, all such callers will be advised to hang up and try again, and the next call in sequence will replace that call. In the event the Station answers a call and identifies the caller as an individual already qualified in this Contest or ineligible to participate in this Contest, the Station will answer the next call in sequence and the next call in sequence will replace that call, and so on and so forth.

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.

5. WHAT IS THE GAME AND HOW DO I PLAY?

- (a) Once a finalist is confirmed for each Entry Window, the finalist will have the opportunity to play the on-air KiSS 105.3 \$5,000 Secret Sound game (the “**Game**”) for a chance to win the amount in the jackpot (the “**Jackpot**”).

Game Description: The Station will play on-air the Secret Sound (the “**Sound**”) to the finalist and the finalist must correctly guess the Sound to be the potential winner of the cash amount available in the Jackpot.

The Jackpot will start at \$500 and will increase by \$50 in each Game when the Sound is not correctly guessed by the finalist, up to a maximum of \$5,000. The amount in the Jackpot in each Game depends on how early the “Sound” is guessed in the Game. See Section 9 for full prize description.

- (b) **5 Caller Friday:** As of Friday, March 7 2025 and on each subsequent Friday, if the Sound is not guessed and the Jackpot is not awarded in the first Game, the Station reserves the right to add up to four (4) additional Games to the 3 p.m. and the 5 p.m. Entry Window. It is understood that the Jackpot will NOT increase by \$50 in each of these additional Games. The increase of the amount of the Jackpot is limited to \$50 per Entry Window.

(c) **Onsite participation at remote broadcast on 5 Caller Fridays**

In addition to the Entry Windows at 3 p.m. and 5 p.m. as described above, entrants may attend a qualifying remote on 5 Caller Fridays for a chance to be a qualifier in the first Game of the 3 p.m. Entry Window.

The list of available qualifying remotes will be posted on our website (KiSSSudbury.com).

Entrants at the remote must complete the onsite entry ballot to enter the Contest during the times provided onsite. The Station will then conduct a random draw from all entry ballots received at the remote to select one (1) entrant to be deemed a finalist to play the Game. Non-selected messages will not carry forward to any other draw in the Contest. The Station will contact the selected entrant on-air using the information provided in the message they sent; however, in the event the Station is unable to make contact immediately on air with a selected entrant for any reason, the Station may disqualify such selected entrant and randomly select an alternate entrant from among remaining entry ballots until the Station successfully makes contact with an eligible finalist.

Once the finalist at the remote is confirmed, the finalist will have the opportunity to play the first Game in the 3 p.m. Entry Window as described above. If the finalist at the remote does not correctly guess the Sound, the Station will add the additional Game plays (5 Caller Friday) as described in 5(b) above.

If there is a dispute as to whether a finalist identified the Sound correctly or is entitled to the cash amount available in the Jackpot, the decision, which will be final and not subject to appeal, will be made by Rogers in its sole discretion.

6. HOW MANY TIMES MAY I ENTER THE CONTEST?

You may enter the Contest once per Entry Window. However, you and everyone in your household can only win once during the Entry Period.

7. COULD MY ENTRY BE REFUSED OR REJECTED?

Entries may be subject to verification by the Sponsors at any time. 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.

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

8. 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, voice recording 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 waive 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, including participating in travel or any activity related to the 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.

9. WHAT ARE THE CONTEST PRIZES?

Each finalist is eligible to win the cash amount available in the Jackpot on the day they play the Game, up to a maximum of \$5,000. The maximum total amount to be awarded in this Contest is \$5,000.

Monetary prizes will be awarded by cheque in the name of the winner. It may take up to six (6) weeks for cheques to be issued.

10. ARE THERE ANY PRIZE CONDITIONS?

All prize particulars will be determined by the Sponsors in their sole discretion. 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) Except for gift cards, vouchers or cash prizes, the prize value in these Official Rules is approximate only. You will not be compensated if actual prize value is lower than the value quoted in these Official Rules;
- (b) The Sponsors reserve the right, in their sole discretion, to substitute a prize, in whole or in part, with a prize or prize component of equal or greater value if the prize or any component thereof cannot be awarded for any reason.
- (c) The prize must be accepted as awarded and may not be transferred or resold, unless otherwise determined by the Sponsors. The prize may not be exactly as advertised. The prize is provided “as is” without representation or warranty of any kind by the Sponsors; and

- (d) Any unused portion of the prize, including Trip Prizes, once awarded, will be deemed forfeited. A prize will not be replaced if lost, destroyed, mutilated or stolen or in the case of a Trip Prize, will not be replaced if not taken for any reason.

11. HOW CAN AN ELIGIBLE FINALIST BECOME A POTENTIAL WINNER?

Please refer to Section 4 and Section 5 above.

12. HOW CAN A POTENTIAL WINNER BECOME A WINNER?

Before being declared a winner, a potential winner must:

- (a) correctly answer, without assistance, a time-limited, mathematical skill-testing question to be administered by the Sponsors;
- (b) be in compliance with these Official Rules;
- (c) sign and return, within any designated time period, a release of liability and consent to publicity form (the “**Release Form**”) and any other documentation as reasonably required. If the potential winner is a minor, their parent or legal guardian must sign and return the Release Form. The Sponsors may require winner’s guest(s) to sign and return, within any designated time period, a Release Form and any other documentation as reasonably required, as a pre-condition to participation in the prize. In the event any guest is a minor, the parent or legal guardian of the guest will be required to sign and return such paperwork on behalf of the minor guest; and
- (d) at the request and in the sole discretion of the Sponsors, provide proof of identity (in a form acceptable to the Sponsors, including but not limited to, a government-issued photo ID with home address) to confirm eligibility or to claim a prize, or provide proof that they are the authorized account holder of any account associated with the selected entry. In addition, the Sponsors reserve the right to use entrant’s voice recording taken at the time of entry as proof of identity.

13. WHAT ARE THE ODDS OF WINNING A PRIZE?

The odds of winning depend on the number of eligible entries received and finalists’ ability to guess the Sound in each Entry Window.

14. 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.

15. 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 you:

- (a) 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) 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) 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) 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.

16. 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 for purposes of administering the Contest. Your personal information will be used in accordance with these Official Rules.

By entering the Contest, you also acknowledge that your personal information will be shared with carefully selected third parties or vendors for the purpose of administering the Contest.

Rogers will handle your personal information in accordance with the *Personal Information Protection and Electronic Documents Act* (PIPEDA), and where applicable, the Privacy Policy, available at www.rogers.com/support/privacy (the "**Rogers Privacy Policy**").

Your personal information will be shared with a third party or vendor in the following circumstances:

- (a) for the purpose of administering the Contest;
- (b) to receive commercial emails or other communications of a commercial nature (collectively, "**Commercial Communications**") from the Sponsors or other parties. You may opt out of receiving Commercial Communications at any time;
- (c) to coordinate the fulfillment or provision of the prize with a prize supplier; and
- (d) to any interested party, such as an entity who is released from liability, if you have been asked to sign and return a Release Form or other documentation in accordance with these Official Rules.

Your personal information will also be shared with third parties if permitted or required by law, or with your consent.

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.

17. 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; and/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.

18. WHAT LAWS APPLY TO THE CONTEST?

The Contest is subject to applicable federal, provincial and municipal laws and regulations. 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.

19. CAN THE SPONSORS CANCEL OR AMEND THE CONTEST?

The Sponsors reserve the right, in their sole discretion, to cancel, modify, or suspend the Contest or amend these Official Rules at any time, for any reason whatsoever.

You may not amend these Official Rules in any way.

20. COULD THE SPONSORS DISQUALIFY OR BAN SOMEONE FROM A CONTEST?

The Sponsors reserve the right, in their sole discretion, to disqualify any entrant from the Contest, or prevent any entrant from future participation in a contest, that 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 and/or the Contest Website;
- (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; and/or
- (e) otherwise violated these Official Rules.

21. 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.

22. 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.

23. FOR RESIDENTS OF QUEBEC:

These Official rules have been made available in English after a French version thereof has been presented to entrants