

**CONTEST RULES**  
**(the "Official Rules")**

**2018 ROCK BAND RUMBLE™ Contest**  
**(the "Contest")**

**1. ENTRY PERIOD & CONTEST SPONSORS.**

- (a) The Contest is brought to you by the following entities (collectively or individually, the "**Contest Sponsors**"): (i) 92.7 ROCK/CJRQ (the "**Station**"), a radio station operated by Rogers Media Inc. ("**Rogers**"), (ii) The Coulson Nightclub, (iii) Molson Coors and (iv) Long & McQuade Musical Instruments
- (b) The Contest entry period (the "**Entry Period**") starts at 12:01am on February 19, 2018 and continues until 11:59 p.m. on March 11, 2018. All times referenced in these Official Rules are Eastern.

**2. HOW TO ENTER.**

- (a) No purchase is necessary to enter this Contest. Entry is subject to these Official Rules, including without limitation the conditions of entry set forth below.
- (b) To enter the Contest, go to [www.927rock.ca](http://www.927rock.ca) during the Entry Period and click on the Contest banners, buttons and/or links to access the online entry form for the Contest. Complete the online entry form as instructed, follow instructions to upload an audio demo consisting of your band's performance of three original songs (i.e. songs that are original audio music compositions, written or co-written by at least one member of the band, that are not currently or previously recorded and released in any recording) (the "**Demo**"), and submit your online entry form and Demo as instructed during the Entry Period for one (1) entry into the Contest. To be valid, each entry must truthfully and accurately: include the name of the band; include the full names of each band member; include the names of each of the songs on the Demo; include the name(s) of the composer of each of the songs; include the lyrics of each song; confirm that all members of the band are at least 19 years of age; and confirm that all members of the band are residents of Ontario.
- (c) **ENTRY LIMIT:** Only one (1) entry per person.
- (d) Any attempt or suspected attempt to enter this Contest 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 Contest 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. The sole determinant of time for valid online entry in this Contest will be the Contest website's server machine(s).
- (e) Although this Contest 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 Contest is not sponsored, endorsed or administered by, or associated with, any Third Party Service; (ii) if entry into this Contest 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 Contest should be directed to the Contest Sponsors and not to any Third Party Service. By participating in this Contest, 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.**

- (a) By entering this Contest,
- (i) you agree to be bound by these Official Rules, including without limitation the eligibility requirements set forth below;
  - (ii) you agree to be bound by the decisions of the Contest Sponsors and their representatives, or the Contest judges (if any), which decisions are final, binding and conclusive (without appeal) on all matters relating to the Contest;
  - (iii) 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**") (A) is original to you and/or your band, as applicable, and that you have all necessary rights in and to your Entry Material to enter the Contest, including, without limitation, the consent of any third parties whose personal information is included in your Entry Material, and (B) 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;
  - (iv) you understand and agree that: (A) your entry (including any Entry Material) may not be returned to you upon submission to the Contest and may be refused as entry to this Contest, as determined by Rogers in its sole discretion; and (B) 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);
  - (v) you grant to Rogers a worldwide, perpetual, royalty-free, irrevocable, non-exclusive, sub-licensable and unlimited licence to use your entry, including the Entry Material, in any media and for any purpose related to the Contest (or any substantially similar contest), 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;
  - (vi) you waive all claims of moral rights in your entry and/or Entry Material and in any use thereof in accordance with these Official Rules; and
  - (vii) you represent and warrant that you have the rights and/or authority to grant the rights, licences and permissions herein.
- (b) Without limiting the generality of the foregoing, by entering the Contest, you represent, warrant, and covenant as follows:
- (i) you and your band members will NOT engage in any self-promotion before or during the Qualifying Rounds, Fan's Choice Round, Semi-Final Round or Final Round (all as defined below). Self-promotion includes, but is not limited to, distribution of CDs, T-shirts, stickers and posters to the audience. Any Selected Band (defined below) found to be participating in self-promotion may result in disqualification. A representative from Rogers will rule in all matters regarding self-promotion and Rogers' rulings are final in this regard.
  - (ii) you and your band members have NOT at any point entered into any contractual, commercial, or other arrangements in respect of your/their musical or performing abilities or in respect of your/their name, likeness, image or biography which may breach these Official Rules or otherwise prevent you/them from participating in the

Contest or the broadcast, promotion, or exploitation contemplated by these Official Rules or otherwise relating to the Contest;

- (iii) the songs included in the Demo and songs otherwise performed by you in connection with this Contest (i) are original to you and/or your band, (ii) may be used, played, recorded, or otherwise referenced in connection with your entry and participation in this Contest and as contemplated in these Official Rules, (iii) do not violate any law, statute, ordinance or regulation, (iv) do not contain any reference to or likeness of any identifiable individual without that individual's consent, (v) will not give rise to any claims of infringement, invasion of privacy or publicity, and will not infringe any rights and/or interests of any third party, or give rise to any claims for payment whatsoever, and (vi) are appropriate for family listening and present content that is reasonably suitable for the public at large;
- (iv) the Demo (and submission thereof in this Contest) does not infringe on the intellectual property rights or any other legal or moral rights of any third party; and
- (v) the band members indicated in your entry are the individuals heard in the Demo or, alternatively, the band has obtained the necessary rights and/or permission from each person who is heard in the Demo to participate in this Contest in accordance with these Official Rules.

- (c) **ROGERS' RIGHT TO DISQUALIFY:** At any time during the Contest, Rogers reserves the right, in its sole discretion, to disqualify any band, and/or remove any Demo that Rogers believes contains content that is inappropriate, or contains original songs that are not identified as such, or contains a cover song that is not identified as a cover song, or contains content that may infringe the rights of any third party, or otherwise does not meet any other requirement of these Official Rules. Further, Rogers reserves the right, in its sole discretion, to disqualify any individual or band that it finds to be tampering or attempting to tamper with the entry process, the administration or judging of the Contest, or otherwise violating these Official Rules. Decisions of Rogers in this respect and with respect to all other matters relating to the Contest will be final and binding.

#### **4. ELIGIBILITY.**

- (a) This Contest is open only to residents of the Province of Ontario who are at least 19 years old as of the date of entry. For clarity, all entrants and their band members must be residents of the Province of Ontario and at least 19 years old as of the date of entry in order to participate in this Contest.
- (b) The following individuals are not eligible to enter the Contest:
  - (i) employees, officers, directors, agents, and representatives of: (1) the Contest Sponsors and their parent and affiliated companies, (2) the Contest judges, if applicable, and (3) any and all other companies associated with the Contest;
  - (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, and sibling) of the individuals listed in (i), above, regardless of where they reside;
  - (iv) members of any previous winning band of a *Rock Band Rumble* Contest, provided however, that individual members of a winning band may enter as part of a different band as long as such different band has a minimum of 50% of its members having never won any previous iteration of this Contest.
- (c) Only bands that are not signatories to a music distribution agreement, and/or have not previously entered into any type of music distribution agreement, and who are not, nor have they ever been, signed to a record label are able to participate in this Contest.

- (d) Individuals may enter the Contest with several different bands, provided that at least 50% of the members in each band is different than any other bands entered and that the music played is unique for each entry.
- (e) The Contest Sponsors shall have the right at any time to require proof of identity and/or eligibility to enter the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Contest 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. PRIZE DESCRIPTION.**

There are three (4) prizes available to be won in this Contest, as follows:

- CDN \$1,600, to be awarded by cheque to the winning entrant on behalf of the winning band, a \$1,000 gift certificate from Long & McQuade Musical Instruments and 50 custom printed t-shirts from Stitch Prints (a prize supplier); and
- \$500 gift certificate from Long & McQuade Musical Instruments for the 2<sup>nd</sup> place band
- \$250 gift certificate from Long & McQuade Musical Instruments for the 3<sup>rd</sup> place band
- \$250 gift certificate from Long & McQuade Musical Instruments for the 4<sup>th</sup> place band

## **6. ODDS OF WINNING.**

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

## **7. GENERAL PRIZE CONDITIONS.**

The terms and conditions contained in this Section apply to any and all Contest prize(s) awarded pursuant to these Official Rules:

- (a) No financial compensation will be made or required if actual prize value is lower than the total value quoted in these Official Rules.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.

## 8. JUDGING OF ENTRIES

- (a) Up to twelve bands will be selected by Rogers in its sole discretion, based on talent and creativity as exhibited in eligible Demos received during the Entry Period. Selected bands will be notified by Rogers by 4:59 pm on March 11, 2018 by phone at the primary contact's phone number provided in the applicable entry. If a selected band cannot be reached by 4:30pm ET on March 20, 2018, the band will be disqualified and Rogers may, in its sole discretion, select a different band.
- (b) Those bands that are selected by Rogers and confirmed via phone, as described above, are hereinafter referred to as "**Selected Bands**".
- (c) **There are three (3) phases in this Contest: Qualifying Round, Fan's Choice Round, and Final Round**, as more particularly described below. Band members who are current competitors in the Contest will not be eligible to vote during any phase of the Contest; however, band members of eliminated bands will be eligible to vote.

### Qualifying Rounds – April 7, 14 and 21, 2018

- The Selected Bands must perform on the date and time as advised by the Contest Sponsors, such date to be one of April 7, 14 or 21, 2018 (each, a "**Qualifying Round**"). The order and date in which the Selected Bands perform will be determined by random draw to take place at the Station studios (880 Lasalle Boulevard, Sudbury, ON P3A 1X5) on Wednesday, March 13, 2018 at approximately 1pm. Bands will be notified of their position by a representative of the Station. Performances will begin for each Qualifying Round at approximately 2:30 pm at the Night Club. Failure by a Selected Band to perform during their scheduled date and time will result in such Selected Band being disqualified from this Contest. Notwithstanding anything to the contrary herein, Selected Bands may trade their Qualifying Round date or position with other Selected Bands by 4:30pm on March 25, so long as both Selected Bands and the station are in agreement.
- Selected Bands must provide all of their own equipment (including amps, instruments, etc.).
- Each Selected Band will have no more than 20 minutes to set up and prepare for their performance, which will consist of a minimum of four (4), but a maximum of five (5) songs, two (2) of which must be original songs that may or may not have been submitted with the band's Demo.
- Each Selected Band will have a maximum of 25 minutes to perform, starting from the moment they begin playing their first song.
- Any Selected Band that does not meet the criteria set out above in terms of set up time, performance time and/or number of songs and/or the specified number of original songs will result in an automatic disqualification.
- A Rogers representative will rule in all matters regarding number of songs played and length of time performing and Rogers' rulings are final in this regard.
- All Selected Bands must submit a playlist prior to playing at their Qualifying Round, which must include song titles and identify which songs (if any) are not original.
- A total of one (1) Selected Band will be chosen from each Qualifying Round based upon the total number of votes received from the audience, staff/sponsors and the

Judges (judging each band on the basis of creativity/originality of music and quality of music, such criteria to be weighted equally); provided, however, that votes will be weighted as follows:

- Audience Members – your percentage of the audience vote is worth 33% of your overall qualifying round score (ie. If there are 50 eligible people in the audience that cast votes and you receive 10 of those, you have 20% of the audience vote. This 20% is worth 6.6 points towards your overall score.
- Contest Sponsors - your percentage of the staff/sponsor vote is worth 33% of your overall qualifying round score (ie. If there are 10 eligible staff/sponsor votes and you receive 3 of those votes, you have 30% of the audience vote. This 30% is worth 9.9 points towards your overall score.
- Judges - your percentage of the judges vote is worth 34% of your overall qualifying round score (ie. There are 2 eligible judges that cast votes and you receive 1 of those, you have 50% of the judges vote. This 50% is worth 17 points towards your overall score.
- The band associated with the top-ranking score at each Qualifying Round will be deemed a “**Finalist**” and will advance to the Final Round on May 5, 2018. In the event there is a tie, the judges will each vote again to determine the potential winning band. The decisions of the judges shall be final and binding (and without appeal) and may not be challenged in any way. All voting will be tabulated at the end of each Qualifying Round and will be witnessed by one (1) member of each participating band.
- In the event any potential Finalist 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, their position as Finalist will be forfeited and, in the Contest Sponsors’ discretion and time permitting, an alternate Finalist may be selected pursuant to the application of the Criteria and based on the next-ranking eligible entry, or the Finalist position may remain vacant.
- All bands that are not determined to be Finalists will be eligible to re-gain entry as the “Fan’s Choice” band, as more particularly detailed below in these Official Rules.

#### **Fan’s Choice Round – April 23 – 29, 2018**

- At the end of the three (3) Qualifying Rounds, Station listeners will have the ability to vote to select one Selected Band that is not a Finalist as the “Fan’s Choice” band. Listeners may vote once per day, by texting “Rumble”, followed by the name of their selected band and their name to 762555 between 12:00pm on April 23, 2018 and 11:59pm on April 29, 2018 (the “**Fan’s Choice Round**”). Standard messaging charges apply.
- Suspicious votes (as determined by Rogers in its sole discretion) will be disallowed.
- The band that is selected as the “Fan’s Choice” band, based on the highest number of eligible votes, will be notified by a representative of Rogers on or about 4:30 pm on April 30, 2018. In the event of a tie, the Contest Sponsors, in their sole discretion, based on quality of music, will determine which band will advance to the final round as the “Fan’s Choice” band.
- The band that is selected as the “Fan’s Choice” band will be the first band to play during the Final Round on May 5, 2018.

## **Final Round – May 5, 2018**

- The Finalists and the “Fan’s Choice” band must perform on May 5, 2018 (the “**Final Round**”). Performances will begin at approximately 2:30pm ET at the Night Club. The “Fan’s Choice” band will perform first in the Final Round, followed by the Finalists. The order and date in which the Finalists will perform in the Final Round will be determined by random draw to take place at the Station studios (880 Lasalle Boulevard, Sudbury, ON P3A 1X5) on April 23, 2018 at approximately 1pm. Finalists will be notified of their performance position by a representative from the Station.
- Failure by a Finalist or “Fan’s Choice” band to perform during their scheduled time will result in such band being disqualified from this Contest.
- The Finalists and the “Fan’s Choice” band must provide all of their own equipment (including amps, instruments, etc.).
- Each band will have no more than 20 minutes to set up and prepare for their performance, which will consist of a minimum of four (4), but a maximum of five (5) songs, three (3) of which must be original songs that may or may not have been submitted with the band’s Demo.
- Each band will have a maximum of 25 minutes to perform, starting from the moment they begin playing their first song.
- Any band that does not meet the criteria set out above in terms of set up time, performance time and/or number of songs and/or the specified number of original songs will result in an automatic disqualification.
- A Rogers representative will rule in all matters regarding number of songs played and length of time performing and Rogers’ rulings are final in this regard.
- The Finalists and the “Fan’s Choice” band must submit a playlist prior to playing at the Final Round, which must include song titles and identify which songs (if any) are not original.

Staff and audience members or representatives of the Contest Sponsors will judge all eligible bands playing at the Final Round on the following criteria: Creativity/Originality of music (50%) and Quality of music (50%). Each staff and audience member will select one (1) band as the potential winner. Votes will be weighted as follows:

- Audience Members – your percentage of the audience vote is worth 25% of your overall qualifying round score (ie. If there are 50 eligible people in the audience that cast votes and you receive 10 of those, you have 20% of the audience vote. This 20% is worth 5 points towards your overall score.
- Contest Sponsors - your percentage of the staff/sponsor vote is worth 25% of your overall qualifying round score (ie. If there are 10 eligible staff/sponsor votes and you receive 3 of those votes, you have 30% of the audience vote. This 30% is worth 7.5 points towards your overall score.
- Judges - your percentage of the judges vote is worth 50% of your overall qualifying round score (ie. There are 3 eligible judges that cast votes and you receive 1 of those, you have 33% of the judges vote. This 33% is worth 16.5 points towards your overall score.

In the event there is a tie, the judges will each vote again to determine the potential winning band. The decisions of the judges shall be final and binding (and without appeal) and may not be challenged in any way. The top-ranking band will be deemed the potential winning band.

The potential winning band will be notified using the information provided at the time of entry. In the event any potential winning band 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, such potential winning band will be disqualified, the prize will be forfeited and, in the Contest Sponsors' discretion and time permitting, an alternate potential winning band may be selected pursuant to the above and based on the next-ranking eligible entry, or the Contest prize may be cancelled.

- (d) To be declared a winner, each member of the potential winning band must: (i) correctly answer (as determined in the absolute discretion of the Contest 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 Contest 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 Contest Sponsors in their absolute discretion.
- (e) Any member of the potential winning band may be required to provide proof of identification to the Contest Sponsors and/or prize supplier(s), as applicable, when claiming a prize or otherwise in connection with this Contest to facilitate the accurate identification of the winning band. Once confirmation of a winning band is complete in accordance with the terms of these Official Rules, the Contest Sponsors and/or any prize suppliers will promptly coordinate prize distribution. Except as otherwise determined in the absolute discretion of the Contest Sponsors and/or prize supplier(s), as applicable, upon notification, the winning entrant must personally take delivery of his/her prize from the office or location of the Contest Sponsors and/or prize supplier(s) (as selected by the Contest Sponsors in their reasonable discretion) within thirty (30) days of being notified that such prize is available or within such other time period as may reasonably be advised by the Contest 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 prize.

## **9. RELEASE OF LIABILITY, INDEMNITY.**

By entering this Contest, you: (a) agree, on your own behalf and on behalf of any members of your band, to remise, release and forever discharge the Contest Sponsors, their respective parent and affiliated companies, any and all other companies associated with the Contest (including prize suppliers and suppliers of materials or services related to the Contest), 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 Contest and/or the awarding, receipt, possession, use and/or misuse of any Contest prize (or any portion thereof), or any travel or activity that is related to the receipt or use of any Contest prize; and (b) agree, on your own behalf and on behalf of any members of your band, 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 Contest, (iii) your acceptance, possession, use and/or misuse of any Contest prize (or any portion thereof), if applicable, or (iv) the use of any Entry Material in accordance with the rights granted in these Official Rules.



## **10. CONSENT TO PUBLICITY.**

By accepting a Contest prize, if applicable, you authorize the Contest 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 Contest prize, 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 Contest (or any substantially similar contest), 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.

## **11. 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 Contest-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 Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the prize or in any Contest-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 Contest. 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 Contest or downloading materials from or use of any website.

## **12. PRIVACY.**

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

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

### **13. GENERAL.**

- (a) **LAWS AND RULES.** This Contest 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 Contest. The terms of this Contest, as set out in these Official Rules, are not subject to amendment or counter-offer, except as set out herein. This Contest 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 Contest 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 Contest 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 Contest Sponsors, Rogers reserves the right to cancel or suspend the Contest and/or conduct a random draw from all previously received eligible entries.
- (c) **CONDUCT.** The Contest Sponsors reserve the right, in their absolute discretion, to disqualify without notice, and/or ban from this Contest and any future contests, 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 Contest or any Contest 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 Contest. Any attempt by an entrant or any other individual to undermine the legitimate operation of this Contest may be a violation of criminal and/or civil laws. Should any such attempt be made, the Contest Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.
- (d) **IDENTITY OF ONLINE ENTRANT.** If a dispute arises regarding the identity of any online entrant, the applicable entry will be deemed to have been submitted by the authorized account holder of the account provided at the time of entry. An entrant may be required to provide proof that he or she is the authorized account holder of the account associated with a particular entry. The individual assigned by an Internet access provider, online service provider, or other organization responsible for assigning the applicable type of account is

considered the authorized account holder. Whether or not an individual constitutes the authorized account holder in question will be determined by Rogers in its sole discretion; and, if the name of the authorized account holder does not accord with the full name provided at the time of entry, the applicable entry may be disqualified in Rogers' absolute discretion.