

**CONTEST RULES**  
**(the “Official Rules”)**

**NEWS 1130 WORST COMMUTE 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 sponsored and administered by Rogers Communications Inc. or one of its subsidiaries or their affiliates (“**Rogers**”) on behalf of CKWX (the “**Station**”).

The following entities are co-sponsors of the Contest: Toyo Tires Canada and Sunwing Travel Group.

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

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?**

The Contest is open only to residents of the Province of British Columbia who are 19 years or age or older 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.

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;
- (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 12:00AM on September 2, 2019 and 11:59PM on November 14, 2019. All times referenced in these Official Rules are Pacific Times.

The Contest is divided into ten (10) individual entry periods (each, an “**Entry Period**”) as illustrated below.

	<b>Entry Period starting on Mondays at 12:00 am</b>	<b>Entry Period ending on Thursdays at 11:59:59</b>	<b>Number of Monetary Prizes available to win</b>
<b>1.</b>	Monday, September 2, 2019	Thursday, September 12, 2019	1
<b>2.</b>	Monday, September 16, 2019	Thursday, September 19, 2019	1
<b>3.</b>	Monday, September 23, 2019	Thursday, September 26, 2019	1
<b>4.</b>	Monday, September 30, 2019	Thursday, October 3, 2019	1
<b>5.</b>	Monday, October 7, 2019	Thursday, October 10, 2019	1

6.	Monday, October 14, 2019	Thursday, October 17, 2019	1
7.	Monday, October 21, 2019	Thursday, October 24, 2019	1
8.	Monday, October 28, 2019	Thursday, October 31, 2019	1
9.	Monday, November 4, 2019	Thursday, November 7, 2019	1
10.	Monday, November 11, 2019	Thursday, November 14, 2019	1

#### 4. HOW DO I ENTER THE CONTEST?

No purchase is necessary to enter the Contest.

To enter the Contest: (i) go to [www.news1130.com/contests](http://www.news1130.com/contests) during any Entry Period; (ii) click on the Contest banners, buttons or links to access the online entry form for the Contest; (iii) complete the online entry form as instructed, including all required information, along with an essay of maximum 1130 words describing your worst commute; and (iv) submit your completed online entry form as instructed during the Entry Period.

Each online entry form submitted as requested and successfully received will count (i) as one (1) entry for the Monetary Prize in the designated Entry Period during which it was received and in any Entry Period thereafter, and (ii) as one (1) entry in the Grand Prize draw.

#### 5. HOW MANY TIMES MAY I ENTER THE CONTEST?

There is a limit of one entry per person/email address, per Entry Period. 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 each of the Entry Periods 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. Monetary Prizes:** There are 10 (ten) monetary prizes of \$500 CAD (each a “**Monetary Prize**”) each to be won in the Contest, with one to be awarded in each Entry Period. Monetary Prizes will be awarded by cheque in the name of the winner. It may take up to four (4) weeks for cheques to be issued. Limit of one (1) Monetary Prize per person.

### B. GRAND PRIZE

There is one (1) Grand Prize available to be won in the Contest (“**Trip Prize**” or “**Sunwing prize**” or “**prize**”) consisting of one (1) all-inclusive vacation for the winner and one (1) guest (two (2) adults) (collectively the “**Travellers**”) to the Riu Naiboa, Punta Cana, Dominican Republic.

#### The Sunwing prize includes:

- Roundtrip airfare, based on economy class from any available Canadian gateway to Punta Cana, the Dominican Republic onboard a Sunwing Airlines operated flight
- 7 (seven) nights standard accommodations at the Riu Naiboa in a room based on double occupancy
- All Inclusive meal plan while at the Riu Naiboa
- Land transfers between the airport and hotel in destination
- All hotel taxes and processing fees
- Taxes (including, but not limited to, departure taxes, air seat/airline taxes and applicable federal, provincial, municipal, state and/or local taxes)

The approximate retail value of Grand Prize is \$3590 CDN (\$1795 per person). Actual value may vary based on prize particulars.

#### The Sunwing prize DOES NOT INCLUDE:

- Ground transportation not specifically mentioned above (including transportation to and from you and your guest(s)’ homes)
- Airport improvement fees
- Insurance (including, but not limited to, travel insurance, medical insurance and trip cancellation insurance)

- Connecting flights (including to the departure gateway city if you do not live near an available gateway)
- Sightseeing tours and other in-destination activities
- Travel related fees/surcharges
- Excess baggage fees
- Departure taxes exiting the Dominican Republic (USD \$20 p/p)
- Costs associated with obtaining travel documents (including, but not limited to passports and visas)
- Costs associated with obtaining necessary vaccinations
- Items of personal nature
- Additional meals
- Room upgrade
- Tips & gratuities
- In-room movies

**The following terms and conditions apply to the Sunwing prize awarded in this Contest:**

- (a) All prize particulars will be determined by the Sponsors:
- Each Traveller must have reached the age of majority in his or her province or territory of residence
  - Travel is valid until September 30, 2020 (the "Travel Period")
  - Travel is subject to availability and must be requested a minimum of four (4) weeks prior to the requested departure date
  - Blackout periods apply, including without limitation: Nov 21-28, Dec 17-Jan 04, Jan 18-25, Feb 12-22, March 11-15, Apr 8-22, May 23-30, June 27-July 4 and Aug 01-31 subject to availability
  - If the winner unable to travel during the Travel Period, the winner will be required to forfeit the prize and an alternate winner may be selected at Sunwing's sole discretion
  - Once reservations are made, they cannot be changed
  - As Sunwing Airlines does not operate year-round in many Canadian gateways and Sunwing Airlines has stopped flying for the season out of the closest Canadian gateway for winner's requested travel dates- it is left at the responsibility of the winner to make his/her way to the next closest Canadian gateway with operating flights for his/her requested departure dates
  - Sunwing Airlines operates out of the Vancouver International Airport into the Punta Cana International Airport only for the winter flying season of December 16, 2019 until April 27, 2020. If the winner chooses to fly before or after these dates, any connecting flights into the closest Sunwing operating Canadian gateway will be the responsibility of and at the expense of the winner.
  - All reservations are subject to the terms and conditions set out in Sunwing's brochure or located on Sunwing's website located at [www.sunwing.ca](http://www.sunwing.ca)
  - The Travellers must be in possession of a valid passport and other necessary travel documents upon selection, which documents must be valid prior to, and for the duration of the trip. Failure to obtain necessary travel documentation will result in forfeiture of the prize
  - Any lost or stolen, travel vouchers or certificates will not be replaced
  - All airline tickets are subject to flight variations, work stoppage, and schedule or route changes
  - Sunwing reserves the right to structure travel routes and select hotels in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight except at the sole discretion of Sunwing
  - If the prize, or any portion thereof, is unused, it cannot be carried forward and will be forfeit
  - Elements of the prize (including, without limitation, airfare and lodging) may not be used towards frequent flyer miles or other loyalty programs
  - The Travellers must comply with all applicable laws, including but not limited to, all local laws while in destination

- The prize, and any portion thereof, is non-exchangeable, non-transferable, non-refundable, has no cash surrender value and must be accepted as awarded with no substitutions, except as may be decided by Sunwing in its sole discretion
- Sunwing reserves the right, in its sole discretion, to substitute and/or modify the prize or any portion thereof, with a prize of equal or greater value for any reason
- The Travellers may be required to present a valid major credit card for deposit or damage protection purposes
- If the winner elects to travel with a fewer number of guests than the number of guests provided in the prize description above, no additional compensation will be awarded under any circumstances
- The Releasees are not responsible for: any cancellations, alterations, delays, diversions or other changes to the trip itinerary; any costs or expenses incurred as a result of any changes to the trip itinerary; or any damages, loss or liability in the event any Traveller is denied the ability to travel, whether due to airport restrictions or otherwise. The Sponsors are only responsible for the prize elements listed in these Official Rules, subject to the terms and conditions contained 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) The prize may be substituted, in whole or in part, with a prize or prize component of equal or greater value if the prize or prize component cannot be awarded for any reason.
- (b) The prize must be accepted as awarded and may not be transferred, 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.
- (c) The prize may not be resold.
- (d) Any unused portion of the prize, once awarded, will be deemed forfeited. The prize will not be replaced if lost, destroyed, mutilated or stolen.

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

### **(a) Monetary Prizes.**

On the next business day following the closing of each Entry Period, Rogers will conduct a random draw from all eligible entries received during the applicable Entry Period. For each Monetary Prize to be awarded in each Entry Period pursuant to these Official Rules, one entrant will be randomly selected as a potential winner and notified using the information provided at the time of entry.

In the event any potential winner does not respond to such notification within three (3) business days, declines a prize for any reason, or does not meet the requirements set forth in these Official Rules, as determined by the Sponsors, the potential winner will be disqualified and, time permitting, an alternate potential winner may be randomly selected from among remaining eligible entries, or the prize may be cancelled.

Non selected entrants in any Entry Period will be carried forward to the next Entry Period.

## **(b) Grand Prize**

On November 18, 2019 between approximately 8am – 9am in Vancouver, British Columbia, Rogers will conduct a random draw from among all eligible entries received during the Contest. One entrant will be randomly selected as a potential Grand Prize winner and notified using the information provided at the time of entry.

In the event any potential winner does not respond to such notification within three (3) business days, declines a prize for any reason, or does not meet the requirements set forth in these Official Rules, as determined by the Sponsors, the potential winner will be disqualified and, time permitting, an alternate potential winner may be randomly selected from among remaining eligible entries, or the prize may be cancelled.

## **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, 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 a Monetary Prize depend on the number of eligible entries received in each Entry Period. Odds of winning the Grand Prize depend on the number of eligible entries received in the entire Contest

## **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](http://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.