

General Contest Rules

Radio Station: **Sportsnet 590 The FAN** (the “**Station**”)

Station Website: **www.sportsnet.ca/590** (the “**Website**”)

Station Address: **One Ted Rogers Way, Toronto ON, M4Y 3B7** (the “**Station Address**”)

1. **Application.** These General Contest Rules apply to contests administered by radio stations (each, a “**Station**”) owned and operated by Rogers Media Inc. (“**Rogers**”), excluding those contests for which specific rules have been developed (in which case those specific rules will apply). By entering a contest governed by these General Contest Rules (a “**Contest**”), entrants agree to be bound by these General Contest Rules, and will be deemed to have received and understood these General Contest Rules.
2. **Contest Period & Prizing.** Details of any prizes available to be won, the start and end dates, the start and end times, and any other relevant information will be identified at the time of each Contest by the applicable Station administering such Contest, whether by means of promotional materials, via the Station’s website, by the Station’s representatives, and/or by means of any of the Station’s official social networking pages. The approximate retail value of a prize is available upon request during the particular Contest entry period.
3. **How to Enter.** No purchase is necessary to enter any Contest. Entry into a Contest is subject to these General Contest Rules, including without limitation the conditions of entry set forth below. Unless otherwise stated, Contests with no loyalty club entry mechanism have a limit of one entry per person; and Contests with a loyalty club entry mechanism have no entry limit, provided that participants adhere to the entry mechanism requirements as set forth by the applicable Station in respect of the particular Contest. The entry mechanism(s) for a particular Contest will be identified at the time of the Contest by the applicable Station administering such Contest by means of promotional materials, via the Station’s website, by the Station’s representatives, and/or by means of any of the Station’s official social networking pages. Such entry mechanisms may include one or several of the following:
 - A. **Online Entry:** To enter a Contest by means of a Station’s website, go to the website during the applicable Contest entry period and click on the Contest banners, buttons and/or links to access the online entry form for the Contest. During the applicable entry period, complete the online entry form as instructed, including all required information. Incomplete entries will be deemed void. By successfully transmitting a completed entry during the entry period as directed, you will be entered in the Contest. The sole determinant of time for valid online entry in a Contest will be the Station’s website server machine(s).
 - B. **Call-in Entry:** To enter a Contest by means of call-in entry, call the applicable Station at its contest line (or at such other number as may be provided by the Station) during the Contest entry period when prompted, and be the correct caller (e.g. be the correct sequential caller), as determined pursuant to instructions given by a representative of the applicable Station. Once determined to be the correct caller, you may be required to follow the instructions of a Station representative to validate your eligibility (e.g. answer trivia questions). If the telephone line is dead when answered by a Station representative, 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, deeming such next caller to be the Contest entrant, 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. A 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 Stations in "real time" by turning on an actual radio. The Releasees (defined below) assume no responsibility for entrants not making timely telephone calls to a Station as a result of any delays in the Internet stream.

- C. Text Message or Short Code Entry: To enter a Contest with a text message or short code entry mechanism, send a message on the topic or in the manner as directed by the applicable Station to the number or short code as provided by the applicable Station. Such a 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. Where a message entry has been submitted via a cellular telephone, the entry will be deemed to have been submitted by the Authorized Mobile Account Holder of such cellular telephone. "**Authorized Mobile Account Holder**" is defined as the natural person who is assigned to a cellular telephone number by a wireless carrier that is responsible for assigning cellular telephone numbers.
- D. Loyalty Club Entry: To enter a Contest with a loyalty club entry mechanism, log into your loyalty club account with the applicable Station during the entry period and redeem a specified number of points or submit a bonus code, as directed by the Station. To become a loyalty club member of a particular Station, go to the applicable Station's website and register in accordance with the enrolment instructions for a free account. All Contests offering loyalty club entries may be alternatively entered via the mail-in entry mechanism described below.
- E. Mail-in Entry: To enter a Contest with a mail-in entry mechanism, mail a letter specifying your name, address, day and evening telephone numbers, email address, age, and the applicable Contest name to the attention of the Contest you are entering, at the applicable Station's mailing address (as specified on such Station's website). Mail-in entries must be received by the applicable Station within the Contest entry period to be valid. Limit of one entry per postage-stamped envelope.
- F. Social Media Entry: To enter a Contest with a social media entry mechanism, log into the applicable third party social media service or site (each such service or site, a "**Third Party Service**") during the Contest entry period and follow instructions provided by the applicable Station on how to enter. To enter a Contest by means of a Third Party Service, you must have a valid account with the applicable Third Party Service and you may be required to have a public (i.e. non-private) account. By creating an account with a Third Party Service, you agree to comply with the Third Party Service's terms and policies. Anyone found entering a Contest using multiple accounts on a single Third Party Service will be ineligible.

Although Contests may be communicated, promoted, or administered by means of a Third Party Service, all entrants acknowledge that Contests are in no way sponsored, endorsed or administered by, or associated with, any Third Party Service and that any questions, comments or complaints regarding a Contest should be directed to the Station and not to any Third Party Service. By participating in a 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.

- 4. **Ineligible Attempts at Entry**. Any attempt or suspected attempt to enter a Contest in a fashion not authorized by these General Contest Rules (or by the applicable Station) 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 General Contest Rules, as determined in Rogers' sole 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.

5. **Conditions of Entry.** By entering a Contest, you: (a) agree to be bound by these General Contest Rules, including without limitation the eligibility requirements set forth herein; (b) agree to be bound by the decisions of Rogers and its representatives, which decisions are final, binding and conclusive (without appeal) on all matters relating to the Contest; (c) 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**”) (i) is original to you, 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 (ii) 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; (d) understand and agree that: (i) your entry (including any Entry Material) may not be returned to you upon submission to the Contest and may be refused as entry to the Contest, as determined by Rogers in its sole discretion, and (ii) 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); (e) 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; and (f) waive all claims of moral rights in your entry and/or Entry Material and in any use thereof in accordance with these General Contest Rules.
6. **Eligibility.** Unless otherwise stated, each Contest is open to Canadian residents who are 18 years of age or older as of the date of entry and who reside within the listening range of the applicable Station administering that Contest. For greater certainty, “within the listening range of the Station” means that you must be able to access the Station’s terrestrial broadcast without recourse to satellite radio, the Internet (including, without limitation, simulcasting), cable television, an application (including, without limitation, 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 a Station will be determined by Rogers in its sole discretion. In the event a Contest is identified as being open to individuals who are under the age of majority, those individuals who are under the age of majority must, prior to participating in the Contest, obtain the consent of their parent(s) or legal guardian(s) to participate in the Contest in accordance with these General Contest Rules. Unless otherwise identified in respect of a particular Contest, both the 30-day rule and the \$1,000-rule shall not apply. The 30-day rule excludes an individual who has won a Station contest from being selected as a potential winner of a Contest administered by that same Station for a 30 day period subsequent to the win. The \$1,000-rule excludes an individual who has won a prize valued at \$1,000 or more in a Station contest from being selected as the potential winner of a Contest administered by that same Station for a six (6) month period subsequent to the win. For each Contest, the following individuals are not eligible to enter: (a) employees, officers, directors, agents, and representatives of: (i) Rogers and its parent and affiliated companies, (ii) the applicable prize supplier(s) for the Contest, and (iii) any and all other companies associated with the Contest; (b) a member of the immediate family (spouse, parent, child, sibling, regardless of where they live) or household (whether related or not) of any of the foregoing individuals. Additional eligibility criteria may be stated from time to time in connection with a particular Contest.
7. **Proof of Identity.** Rogers shall have the right at any time to require proof of identity and/or eligibility to participate in a Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to Rogers for the purpose of a Contest must be truthful, complete, accurate and in no way misleading. Rogers reserves the right, in its sole discretion, to disqualify any entrant should such entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

8. **General Prize Conditions.** Any prizes awarded pursuant to these General Contest Rules are subject to the following terms and conditions: (a) no financial compensation will be made or required if actual prize value is lower than the approximate value of the prize as advertised or otherwise provided; (b) prizes must be accepted as awarded, without substitution, transfer, exchange or assignment, unless otherwise determined in the sole discretion of Rogers and/or the prize supplier(s); (c) prizes may not be exactly as advertised; (d) prizes are provided “as is” without further representation, warranty or guarantee of any kind, whether express or implied; (e) any unused portion of a 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; (f) prizes will not be replaced if lost, destroyed, mutilated or stolen; (g) Rogers 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 Rogers and/or the prize supplier(s) for any reason; once awarded, prizes 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. In addition, unless otherwise stated, there is a limit of one (1) eligible winner per household per Contest.
9. **Draw.** For each Contest where a winner is selected from entries received, a random draw will be made by a representative of the Station administering such Contest from among all eligible entries received by the Contest deadline. A selected entrant will be deemed a potential Contest winner and will be notified using the information provided at the time of entry. In the event any potential winner does not respond to such notification within a reasonable time period, as determined in the sole discretion of Rogers, declines a prize for any reason, and/or does not meet the requirements set forth in these General Contest Rules, as determined by Rogers in its sole discretion, then he/she will be disqualified, the prize will be forfeited and, in Rogers’ sole discretion and time permitting, an alternate potential winner may be randomly selected from among all remaining eligible entries, or the applicable prize may be cancelled.
10. **Conditions of Winning.** To be declared a winner, a potential winner must correctly answer (as determined by Rogers in its absolute discretion) without assistance of any kind, whether mechanical or otherwise, a time-limited, mathematical skill-testing question; be in full compliance with these General Contest Rules; and, in Rogers’ absolute discretion, sign and return a release of liability and consent to publicity form within the time period specified in such form, and any other documentation as may reasonably be required by Rogers in its absolute discretion.
11. **Prize Acceptance.** A potential winner may be required to provide proof of identification to Rogers and/or prize supplier(s), as applicable, when claiming a prize or otherwise in connection with a Contest to facilitate the accurate identification of the Contest winner. Once confirmation of a Contest winner is complete in accordance with the terms of these General Contest Rules, Rogers and/or any prize suppliers will promptly coordinate prize distribution. Except as otherwise determined in the absolute discretion of Rogers and/or the prize supplier(s), as applicable, upon notification, a winner must personally take delivery of his/her prize from the Rogers and/or prize supplier office or location (as selected by Rogers in its 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 Rogers. If a winner fails to comply with the requirements set forth in these General Contest Rules, he/she will be deemed to have forfeited his/her prize.
12. **Odds of Winning.** Odds of winning a particular Contest depend on the number of eligible entries received for that Contest and on the application of any criteria used to describe how to enter the Contest.
13. **Release of Liability, Indemnity.** By entering a Contest, you: (a) agree to remise, release and forever discharge Rogers, its 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 to indemnify and hold harmless each of the Releasees from and against any and all Claims arising from (i) your breach of these General Contest 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), or (iv) the use of any Entry Material in accordance with the rights granted in these General Contest Rules.

14. **Consent to Publicity.** By accepting a Contest prize, if applicable, you authorize Rogers and its 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.
15. **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 General Contest 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 a Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of a Contest, the processing of entries, the announcement of a 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 a 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 a Contest or downloading materials from or use of any website.
16. **Privacy.** By entering a Contest, you consent to Rogers’ collection and use of your personal information for purposes of administering the Contest in accordance with these General Contest 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 Rogers or other parties; however, eligibility to participate in any 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.

17. **Laws and Rules.** Each Contest will be run in accordance with these General Contest Rules, which shall be subject to amendment by Rogers without notice or liability to you. You must comply with these General Contest Rules and will be deemed to have received and understood these General Contest Rules by participating or attempting to participate in a Contest. The terms contained in these General Contest Rules are not subject to amendment or counter-offer, except as set out herein. Each Contest is subject to applicable federal, provincial and municipal laws and regulations. These General Contest 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.
18. **Cancel and Amend.** Rogers reserves the right to cancel, modify, or suspend any Contest or to amend these General Contest Rules at any time and in any way, without prior notice, for any reason whatsoever. Without limiting the foregoing, if for any reason a 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 Rogers, then Rogers reserves the right to cancel or suspend the Contest and/or conduct a random draw from all previously received eligible entries.
19. **Conduct.** Rogers reserves the right, in its absolute discretion, to disqualify without notice, and/or ban from any contest, including future contests, any entrant that it finds to be: violating these General Contest Rules; tampering or attempting to tamper with the entry process or the operation of a Contest or a 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 a Contest. Any attempt by an entrant or any other individual to undermine the legitimate operation of a Contest may be a violation of criminal and/or civil laws. Should any such attempt be made, Rogers reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.
20. **Identity of an 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.