

## BLACK FLY FRIDAYS CONTEST RULES

THE BLACK FLY FRIDAYS CONTEST (THE “**CONTEST**”) WILL BE CONDUCTED IN THE PROVINCES OF ALBERTA, BRITISH COLUMBIA, MANITOBA AND ONTARIO ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. PARTICIPANTS MUST BE LEGAL DRINKING AGE IN THEIR PROVINCE OF RESIDENCE OR OLDER AT THE TIME OF ENTRY. VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE “**CONTEST RULES**”).

### 1. **ELIGIBILITY.**

1.1 To be eligible for this Contest, an individual must:

- (a) be a legal resident of the province of Alberta, British Columbia, Manitoba or Ontario; and
- (b) be legal drinking age or older at time of entry in their province of residence.

1.2 The following people are not eligible to enter the Contest:

- (a) Employees of Corus Radio Inc., operating as CFOX-FM, CISN-FM, CKRY-FM, CFNY-FM, CING-FM, CJKR-FM, CFPL-FM, CKQB-FM, CKRU-FM, CHAY-FM, CIQB-FM and CFMK-FM (each a “**Station**”, collectively the “**Stations**”) and its parent, affiliates, subsidiaries, related companies, successors and assigns (together with the Station, “**Corus**”);
- (b) Employees of Black Fly Beverage Company Inc., its affiliates, subsidiaries, related companies, successors and assigns (collectively, “**Black Fly**”, together with Corus, the “**Sponsors**”);
- (c) Any person who has been confirmed as a winner of two (2) Station administered contests within thirty (30) days preceding the Contest start date indicated below where the prize was valued over one hundred Canadian dollars (CDN \$100.00); and
- (d) The household members of any of the parties listed in Section (a) to (c) above.

1.3 The Sponsors shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsors for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply information that does not meet these requirements.

2. **CONTEST PERIOD.** The Contest begins at 11:59 p.m. local time on June 27, 2024 and ends at 11:59 p.m. local time on August 30, 2024 (the “**Contest Period**”) after which time the Contest will be closed and no further entries shall be accepted.

### 3. HOW TO ENTER.

3.1 There is no purchase necessary to enter the Contest. Enter using one (1) of the methods of entry outlined below as instructed on air by the Station:

- (a) Listen to the Station each Friday during the Contest Period (excluding statutory holidays) for the cue to text (“**Cue to Text**”) to be played. Upon hearing the Cue to Text, listeners are invited to text their first and last name to the applicable station at 604-280-2369 for CFOX-FM; (B) 780-421-1039 for CISN-FM; (C) 403-508-9000 for CKRY-FM; (D) 416-870-3343 for CFNY-FM; (E) 1-800-953-2464 for CING-FM; (F) 519-643-9696 for CJKR-FM; (G) 204-777-9797 for CFPL-FM; (H) 613-750-1069 for CKQB-FM; (I) 705-876-1005 for CKRU-FM; (J) 705-721-4931 for CHAY-FM; (K) 705-739-4104 CIQB-FM; or (L) 613-544-9633 CFMK-FM (each a “**Contest Line**”); or
- (b) Visit the Station’s Instagram account to find the weekly Contest post (the “**Post**”) and comment/follow/like the Post as instructed on-air by the Station.

No entries will be accepted by any other means.

3.2 Limit of one (1) entry per person, per Station, per Cue to Text or Post. In the case of multiple entries, only the first eligible entry will be considered.

3.3 All entries become the sole property of the Sponsors and will not be returned for any reason. Entries must be received no later than the end of the Contest Period. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. Unless otherwise set out herein, no communication or correspondence will be exchanged with entrants except with those selected as a potential winner.

3.4 Entries received online shall be deemed to be submitted by the authorized account holder of the Instagram account associated with the entry. For the purpose of the Contest Rules, “authorized account holder” of an Instagram account is defined as the natural person who is assigned to an Instagram account by Instagram. Any entrant may be required to provide the Sponsors with proof that they are the authorized account holder of the Instagram account associated with their entry.

3.5 Entries received by text-message shall be deemed to be submitted by the authorized account holder of the cell phone number associated with the entry. For the purpose of the Contest Rules, “authorized account holder” of a cell phone number is defined as the natural person who is assigned to a cell phone account by a cellular service provider. Any entrant may be required to provide the Sponsors with proof that they are the authorized account holder of the cell phone number associated with their entry.

3.6 Streaming listeners may be listening to a delayed stream of the radio signal, which may vary depending on the device on which you are listening and the speed of the internet connection. Sponsors recommend turning on a radio to the Station for the Cue to Text. Sponsors assume no liability for entrants not making timely text messages to the Station due to delays in the streamed signal.

#### **4. PRIZES.**

- 4.1 There are one hundred twenty (120) prizes (each, a “**Prize**”, collectively the “**Prizes**”) available to be won by the Prize winners (each a “**Winner**”, collectively the “**Winners**”) each consisting of:
- (a) A twelve litre (12L) *Chilly Moose* cooler;
  - (b) A *Black Fly* pool floatie;
  - (c) A towel; and
  - (d) A golden ticket which may be used to redeem additional prizes.
- 4.2 Each Prize has an approximate value of three hundred fifty Canadian dollars (CDN \$350.00).
- 4.3 Winners are not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.
- 4.4 The Sponsors and/or the Sponsors’ representatives will contact the Winners to coordinate the provision of the Prizes within two (2) days once such Winners have been successfully contacted and notified of their Prize and fulfilled the requirements set out herein.

#### **5. PRIZE CONDITIONS.**

- 5.1 Winners will be responsible for any other expense not explicitly included in the Prize.
- 5.2 In the case of event tickets, gift cards or gift certificates, the terms by which the event tickets, gift cards or gift certificates may be redeemed are governed by the applicable retailer or service provider. Corus is not responsible for administering or ensuring compliance with the terms and conditions of the event tickets, gift cards or gift certificates.
- 5.3 Prizes must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsors. Any unused, unclaimed or declined portion of a Prize will be forfeited, have no cash value and the Sponsors shall have no obligation to provide either an alternative or value-in-kind. The Sponsors reserve the right, in their sole discretion, to substitute a prize of equal or greater value if the Prize (or any portion thereof) cannot be awarded for any reason.
- 5.4 Shipped Prizes shall not be insured and the Sponsors shall not assume any liability for lost, damaged or misdirected Prizes. Should Winner not claim their Prize within sixty (60) days of notification of Prize win, the Prize shall be forfeited and awarded to an alternate winner.

#### **6. WINNER SELECTION.**

- 6.1 One Hundred and Twenty (120) Winners shall be selected as follows:
- (a) Each Friday during the Contest Period, one (1) entrant from each Station’s pool of entries will be selected by a random draw from all eligible entries received that day. There will be ten (10) Winners per Station during the Contest Period. Each entrant shall be eligible to win only one (1) Prize. The odds of being selected as a potential winner are dependent

upon the number of eligible entries received by the Sponsors. Before being declared a Winner, each selected entrant shall be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited, mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail to comply with the Contest Rules and to sign and return the Release (described below).

- (b) EACH SELECTED ENTRANT WILL BE NOTIFIED BY TELEPHONE AND/OR E-MAIL NO LATER THAN AUGUST 30, 2024 AT 11:59 P.M. LOCAL TIME AND MUST RESPOND WITHIN TWO (2) BUSINESS DAYS OF NOTIFICATION. Upon notification, the selected entrant must respond by telephone or e-mail (as specified in the notification) to the contact number or e-mail address provided no later than the indicated deadline set out in the Contest Rules and/or the notification. If the selected entrant does not respond accordingly, they will be disqualified and will not receive a Prize and another entrant may be selected in the Sponsors' sole discretion until such time as an entrant satisfies the terms set out herein. The Sponsors are not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsors to receive a selected entrant's response.
- (c) If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible Prize claimants after the Contest's closing date to award the correct number of Prizes.

- 7. **RELEASE.** Potential Winners will be required to execute a legal agreement and release (“**Release**”) that confirms each potential Winner's: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of each of the Sponsors and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the “**Releasees**”) from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant to the Sponsors of the unrestricted right, in the Sponsors' collective or individual discretion, to produce, reproduce, display, publish, convert, post, serve, broadcast, exhibit, distribute, adapt and otherwise use or re-use the Winner's name, statements, image, likeness, voice and biography, in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof. The executed Release must be returned within two (2) business days of the date indicated on the accompanying letter of notification or the verification as a Winner or the selected entrant will be disqualified and the Prize forfeited.
- 8. **INDEMNIFICATION BY ENTRANT.** By entering the Contest, each entrant releases, indemnifies and holds Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, exposure to the COVID-19 virus, death, or property damage, resulting in whole or in part, directly or indirectly, from (a) their participation in the Contest or any Contest-related activity; (b) the acceptance, use, or misuse of any Prize; or (c) any breach of the Contest Rules. Each entrant agrees to fully indemnify the Releasees from any and all claims made by third parties relating to the entrant's participation in the Contest, without limitation.

- 9. LIMITATION OF LIABILITY.** The Sponsors assume no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Sponsors are not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. The Sponsors assume no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including reasons beyond the control of the Sponsors, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest and/or the Contest Microsite.
- 10. CONDUCT.** By participating in the Contest, each entrant is deemed to have executed and agrees to be bound by the Contest Rules, which will be posted throughout the Contest Period. Each entrant further agrees to be bound by the decisions of the Sponsors, which shall be final and binding in all respects. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest and/or the Contest Microsite or any related promotional website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any Corus property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass the Sponsors or any other person. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST MICROSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.**
- 11. PRIVACY / USE OF PERSONAL INFORMATION.**
- 11.1 By entering the Contest, each entrant expressly consents to Corus and its third-party agents and service providers, to collect, use, store, and share any personal information submitted by entrant to enter the Contest, such as name, age of majority confirmation, and contact information, as applicable, only for the purpose of implementing, administering, and fulfilling the Contest as described in these Contest Rules, and in accordance with Corus' Privacy Policy, available at <http://www.corusent.com/privacy-policy>.
- 11.2 Each Winner further consents that: (a) any personal information they have provided in connection with this Contest may be shared with Black Fly for the purpose of facilitating the delivery or fulfillment of a Prize; and (b) Corus may broadcast, publish, disseminate and otherwise use a Winner's name, city/town/village and province/territory of residence, image and/or voice in connection with any promotion and/or publicity purposes without further compensation to Winner.
- 11.3 No communication unrelated to the Contest, commercial or otherwise, will be sent to the entrant unless the entrant otherwise expressly agrees to receive further communications from Sponsors.

- 12. INTELLECTUAL PROPERTY.** All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations is owned by the Sponsors and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.
- 13. TERMINATION.** The Sponsors reserve the right, in their sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.
- 14. LAW.** These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsors. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsors in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.
- 15. DISCREPANCY.** In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.
- 16. SOCIAL MEDIA.** This Contest is in no way sponsored, endorsed or administered by any social media platforms on which the Contest may have been promoted and/or publicized. Any questions, comments or complaints regarding the Contest must be directed to Corus.