

**CONTEST RULES**  
**(the “Official Rules”)**  
**The KiSS \$25,000 Sound 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 KiSS 92.5 (the “**Station**”).

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 Ontario residents who are 18 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; and
- (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 8 a.m. on February 10<sup>th</sup>, 2024 and once a potential finalist correctly identifies the secret sound to win the KiSS \$25,000 Sound Jackpot (“**Entry Period**”). Notwithstanding, the Station reserves the right, at its sole discretion, to extend the Entry Period after the KiSS \$25,000 Sound Jackpot has been awarded. All times referenced in these Official Rules are Eastern.

**4. HOW DO I PARTICIPATE IN THE CONTEST?**

No purchase is necessary to enter the Contest.

To enter the Contest: (i) listen to the Station weekdays at approx. 8am, 11am, 1pm, 3pm + 5pm (or at any other time that the Station may announce on-air at its sole discretion) during the Entry Period for a cue to text (the “**Keyword**”); and within two (2) minutes of any such cue to text (the “**Entry Window**”), send the Station a message that starts with the Keyword along with your name to 925-555. Such message may be sent via a cellular telephone that is capable of two-way messaging. Your carrier’s standard text message or short code message and data rates may apply. By sending a message to the Station in accordance with these Official Rules, you agree to being put on-air by the Station.

Following the close of each Entry Window, the Station will conduct a random draw in Toronto, Ontario from among all eligible messages received during such Entry Window (the “**Eligible Messages**”), to select one (1) entrant to be deemed a finalist to play the Game (see Section 5 for more details). Non-selected messages will not carry forward to any other draw. The Station will contact such selected entrant using the information provided in the message they sent; however, in the event the Station is unable to make contact with a selected entrant for any reason within 60 seconds, the Station may disqualify such selected entrant and randomly select an alternate entrant from among remaining eligible messages received during the applicable Entry Window until the Station successfully makes contact with an eligible finalist.

Notwithstanding the above, in the event of any technical issues relating to the Station’s messaging platform (as determined by Rogers), a cue to text may be altered to a cue to call, such that the Station would prompt its listeners to call the Station at 416-870-8888 and the 9<sup>th</sup> eligible caller to reach the Station following any such cue to call would be deemed an instant prize winner. In the event of a cue to call, the following additional terms and conditions apply:

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

The Station’s online stream may be a delayed stream of the Station’s radio signal and may vary depending on your computer’s memory capacity and the speed of your Internet connection. For that reason, it is recommended that listeners listen to the Station in “real time” by turning on an actual radio.

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

Once a finalist is confirmed, the finalist will have the opportunity to play on-air the \$25,000 Sound game (the “**Game**”) for a chance to win either (i) a portion of OR (ii) the entire Kiss \$25,000 Sound Jackpot (the “**Jackpot**”). The Jackpot amount in each Game depends on how early the “Sound” is guessed throughout the Entry Period.

**Game Description:** The Station will play on air the \$25,000 Sound (the “**Sound**”) to the finalist and the finalist must guess the correct sound to be the potential winner of the cash amount available in the Jackpot.

The cash amount in the Jackpot will start at \$5,000. The Jackpot will increase by \$100 in each Game when the Sound is not correctly guessed by the finalist. The increased amount of the Jackpot will then become the value of the Jackpot in the next Game. For first Entry Window on Monday, February 10<sup>th</sup>, the Station will draw and confirm 5 finalists, and there will be 5 Game plays as described above.

**The Station reserves the right provide, at its sole discretion, on-air and online clues and increase the frequency of the Game plays. The Station may choose to implement a “MEGA WEEK” where the Game will be played hourly from 8am to 6pm on certain weekdays and where the Jackpot will increase by \$500 at the end of such weekday and not by \$100 as described above.**

If there is a dispute as to whether a finalist guessed the Sound correctly or is entitled to any given prize, the decision, which will be final and not subject to appeal, will be made by Rogers in its sole discretion.

Once a finalist has correctly guessed the Sound on a given weekday and becomes the potential winner of the cash amount in the Jackpot, there will be no further Game plays on that day. Unless the Contest has closed as per Section 3 above, the Jackpot will re-set to \$5,000 and a new Sound will be revealed the next weekday at 8am.

## **6. HOW MANY TIMES MAY I ENTER THE CONTEST?**

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

## **7. COULD MY ENTRY BE REFUSED OR REJECTED?**

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.

## **8. WHAT ARE THE CONDITIONS OF ENTRY?**

By entering the Contest:

- (a) you agree to be bound by these Official Rules and by the decisions of the Sponsors, which decisions are final, binding and conclusive;
- (b) you represent and warrant that (i) your entry, including any material comprising your entry (e.g. name, user name, profile picture, 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.

## **9. WHAT ARE THE CONTEST PRIZES?**

Each finalist is eligible to win the cash amount available in the Jackpot on the day they play the Game.

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

## **10. ARE THERE ANY PRIZE CONDITIONS?**

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.

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

Please refer to Section 4 and Section 5 above.

## **12. HOW CAN A POTENTIAL WINNER BECOME A WINNER?**

Within one (1) week of having played the Game, a potential winner will be contacted by the Station, using the information provided by the finalist at the time of playing the Game, to confirm the potential winner's personal information for prize redemption purposes. At Rogers' discretion, a potential winner may be disqualified and required to forfeit any claim to the Contest prize if the potential winner cannot be reached within three (3) business days following the first attempt of contact, or if the potential winner cannot confirm complete personal information with the Station, as required by the Station, within five (5) business days of having been reached by the Station.

In addition, to be declared a winner, a potential winner:

- (a) must be in compliance with these Official Rules;
- (b) 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;
- (c) 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.

## **13. WHAT ARE THE ODDS OF WINNING A PRIZE?**

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

## **14. HOW DO I CLAIM A PRIZE?**

Once a potential winner is confirmed as a winner, prize distribution will be promptly coordinated.

Except as otherwise indicated by the Sponsors, a winner must personally take delivery of the prize as instructed within thirty (30) days of being notified that such prize is available or within such other time period as may reasonably be advised.

If a winner fails to take delivery of the prize as instructed, the prize will be deemed forfeited.

## **15. WILL I APPEAR IN ANY PUBLICITY IF I AM A WINNER?**

If you are a winner, the Sponsors may require you to appear in publicity related to the Contest or to any similar contest.

By accepting a prize:

(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.

## **16. HOW WILL MY PERSONAL INFORMATION BE COLLECTED, USED AND DISCLOSED?**

By entering the Contest, you consent to Rogers' collection, use and disclosure of your personal information 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.

## **17. HOW DO THE RELEASEES LIMIT THEIR LIABILITY?**

The Releases 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.

## **18. 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.

## **19. 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. 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.

## **20. 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.

## **21. WHAT HAPPENS IF THESE OFFICIAL RULES CONTRADICT OTHER CONTEST MATERIALS?**

In the event of any discrepancy or inconsistency between these Official Rules and disclosures or statements made by the Sponsors or appearing in other Contest-related materials, these Official Rules shall govern.

## **22. WHAT HAPPENS IF PART OF THESE OFFICIAL RULES BECOMES UNENFORCEABLE OR DOES NOT APPLY?**

If any part of these Official Rules is legally unenforceable or inapplicable, then that part will be deemed invalid; however, the remainder of these Official Rules will otherwise continue to be legally binding