

Contest Rules

General Contest Rules Official Contest Rules for CKSY FM 94.3 ("Sponsors") Promotions

How to enter daily contests To enter all on-air contests on CKSY FM 94.3, entrants must call (519) 354-8684 and follow the specific instructions given by the announcer. If the correct caller meets the requirements set forth in these official rules, they will be the winner of the prize. All winners will be notified the following business day that they are the winner. All Grand Prize drawings will be held at a later date once the contest is over. All Grand Prize winners will be notified by telephone. If the winner cannot be reached after two attempts, or if the winner is found to be ineligible, an alternate winner may be selected. Qualifiers that did not win the Grand Prize will not be notified that they did not win. CKSY is not responsible for difficulty accessing the Internet, service outages or delays, computer difficulties or any other technological difficulties involving the use or operation of the CKSY website or texting services. Any materials or information submitted by entrants will become the property of CKSY and none will be returned. Limit one entry per person unless otherwise indicated. All contests on CKSY are void where prohibited or restricted by law.

2. Eligibility

All CKSY contests are open to legal residents of Ontario, any age, unless otherwise specified. Employees of CKSY, and their respective partners, parent companies, divisions, subsidiaries, affiliates, trustees, licensees, are not eligible to participate in the contest and/or win any prize. Additionally, immediate family members of and those living in the same household of such employees are not eligible to win. For the purpose of all contests, immediate family members are defined as spouse, mother, father, sister, brother, children. Those who have won any prize from any contest on CKSY within the last 30 days are also ineligible to enter any contest or win a prize, unless otherwise granted by the contest rules. Once the 30 days have expired, they will then become eligible to win a prize again. CKSY has sole discretion of any winner's eligibility and has the right to reclaim a prize.

3. Winners/Prizes

No transfer, cash redemption or prize substitution is allowed. CKSY reserves the right to substitute a prize for a prize of equal or greater value. In the event a concert or performance is cancelled due to uncontrollable circumstances, no prize will be awarded in place of that event. If winner chooses not to attend an event, CKSY will not substitute another prize. All applicable taxes, transportation, spending money, meals are the winner's sole responsibility, unless otherwise stated in the contests rules and regulations. Winners may be required to sign an affidavit or eligibility and liability/publicity release, as and where instructed by CKSY, or the prize may be forfeited. Winner may also be required to provide his or her valid driver's license. CKSY does not mail any prizes to contest winners. All winners are asked to pick up prizes at the station in Chatham. All Concert Tickets given away as prizes must be picked up the Tuesday at 5pm prior to the show taking place or tickets will be forfeited. This is to be coordinated by our receptionist upon her call to the winner the business day following the contest play. If the prize is not picked up within 30 days of its availability, the prize will be forfeited. Decisions made by CKSY are final in all matters, including interpretation of these official rules and awarding of the prize. If legitimately claimed, the prize will be awarded.

Prize(s) may be transferred to a friend/family member, but it is illegal to sell, auction or use the prize(s) in any way beneficial to yourself. Those found doing so will be banned from winning anything from Blackburn Radio Inc and may face legal action.

4. Odds of Winning

The odds of winning the prize depend upon the number of entrants.

5. General Provisions

(a) Sponsors reserve the right to qualify listeners at their own discretion;

(b) Sponsors are not responsible for a listener's inability to reach the stations due to service interruption, technical problems, the failure of telephone or electronic equipment, poor/slow internet connection, or the inability of a listener to contact Sponsors for any reason whatsoever. The Sponsors assume no responsibility for garbled, inaudible, lost, late, delayed, destroyed or misdirected entries, mail, voice messages, e-mail or any computer errors or malfunctions. The Sponsors do not assume any responsibility for incorrect or inaccurate capture of entry information, technical malfunctions, human or technical errors, seeding or printing errors, lost, delayed or garbled data or transmissions, omission, interruption, deletion, defect or failures of any telephone or computer line or network, computer equipment, software or any combination thereof. Entry materials or data that have been tampered with or altered are void. Decisions of Sponsors are final and cannot be challenged;

(c) All entries become the property of Sponsors and will not be returned. By entering the Contest, each listener agrees to the use of his/her name, address and/or photograph or other likeness, as well as his/her appearance at publicity events including but not limited to phone calls, radio, television or interviews conducted by members of the media during the contest period or at any time thereafter where there is publicity associated with the Contest, without any additional compensation and as required by Sponsors. All entrants agree that the Sponsors and its agents can use, exploit and distribute, in any media whatsoever, including without limitation, the Internet, now known or hereafter created, worldwide in perpetuity, the entrant's entries, the contestants audio recordings, the entrant's comments, without any further consent or compensation of any nature or kind. All entrants agree to waive any and all copyright interest, of any nature or kind, they may have in their comments, interviews and appearances, including without limitation any moral rights in the foregoing. Winners further agree not to engage in any negative interviews or make any disparaging comments or statements about Sponsors, their employees, associated companies or anyone affiliated in any way with any Contest;

(d) By entering the Contests and voluntarily providing personal information, listeners grant permission to the Sponsors for, and consent to, the collection and use of their personal information for the purposes of the Contests. Sponsors will not sell, share, or otherwise disclose personal information of entrants to third parties, other than to third parties engaged by the Sponsors to fulfill the purposes of the Contests or as permitted or required by law;

(e) Contest is governed by the laws of the Province of Ontario, and the laws of Canada applicable therein, and is subject to all applicable federal, provincial, and municipal laws and regulations. It is void where prohibited by law;

(f) Any attempt to deliberately damage any legitimate operation of this Contest is a violation of criminal and civil laws. Should any such attempt occur, Sponsors may seek remedies and damages to the fullest extent of the law;

(g) Sponsors reserve the right to amend these rules at any time and to make the amendments effective retroactively. If after any Contest has begun, changes or updates are made, the changes will be announced on the day the changes are made. An addendum to the rules will be available in the lobby of the radio station at the location specified above or on our website.

(h) Winners will be solely responsible for all taxes, duties and/or other costs and fees that may be associated with winning any prizes. Winners will also be responsible for obtaining any insurance and for the payment of all expenses associated with winning a prize, including but not limited to any legal fees and disbursements, registration fees, and land transfer taxes, as well as any further expenses that may be applicable but not specifically set out in these Rules associated with winning a Grand Prize;

(i) If for any reason, in the opinion of the Sponsors, in their sole discretion, the Contest is not capable of running as originally planned, or if the administration, security, fairness, integrity or the proper conduct of the Contest is corrupted or adversely affected the Sponsors may at any time and in their absolute discretion cancel, terminate, modify, amend, extend or suspend the Contest in any way. The Sponsors reserve the right to modify the Rules without materially affecting the terms and conditions hereof.

(j) In all matters related to this Contest, all decisions of the Sponsors', or any of the Sponsors' employees, associates or anyone affiliated with this Contest are final and binding on all entrants in all matters as they relate to this Contest. No correspondence or communication will take place between the Sponsors and the entrants except in connection with the Contest, and in the case of the prize-winner, as a result of entering the Contest and winning a prize. The interpretation of these and all other rules relating to the Contest is reserved exclusively to Sponsors and their affiliates;

(k) Sponsors are not responsible for any listener's ability to participate in the Contest. Sponsors reserve the right to decide, how, when, where and why Qualifiers will be taken. Sponsors will not offer qualification to those who are unable to participate in any qualifying process. The Sponsors reserve the right, in their sole discretion, to disqualify any individual they find to be tampering with the entry process or the operation of any Contest or to be acting in violation of the Rules or otherwise in a disruptive manner or providing content that does not adhere to applicable standards regarding broadcast materials. They will forfeit the prize won and may be prosecuted to the fullest extent of the law;

(l) Sponsors shall not be responsible for any damages in respect of accidents, injuries, loss, or misfortune related to the conduct of the Contest, awarding of the prizes and use and employment of the awarded prizes. The Sponsors shall not be responsible for any errors or negligence that may arise or occur in connection with the Contest including any damage to an entrant's computer equipment, system, software or any combination thereof, as a result of its participation in this Contest or from downloading any material from the Contest website, where applicable;

(m) All entrants agree to assist Sponsors in the conduct of any investigation deemed necessary or appropriate to determine the legitimacy of the contestant's fair play, including but not limited to, attending interviews and providing full disclosure of the relationship the contestant may have with the person identified as the winner of any prize;

(n) The Sponsors make no representations or warranties, express or implied, as to the quality or fitness of any prize. All prize winners understand and acknowledge that he or she may not seek reimbursement or pursue any legal or equitable remedy from the Sponsors or any of its employees, associates or affiliates, should any particular prize fail to be fit for its purpose or is in any way unsatisfactory to the prize winner;

(o) No waiver of any aspect of these Rules shall constitute a waiver of any other aspect, nor shall any waiver of any provision of these Rules constitute a continuing waiver unless otherwise expressly provided by the Sponsors;

(p) 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 Contest entry

forms, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control;

(q) All intellectual property, including but not limited to trade-marks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned by the Sponsors and/or its 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;

(r) In the event that the prize requires the winner to travel out of the country, the potential winner must have a valid Canadian Passport at the time of winning and be able to travel to the United States or the destination as stated in the contest.

(s) These Rules and Regulations are available online at www.943cksy.com or at the offices of Blackburn Radio Inc. at 117 Keil Drive, Chatham, ON N7M 5K1.

(t) All entrants agree to abide and be bound by these Contest Rules and Regulations.