

**CONTEST RULES**  
(the "Official Rules")  
**KiSS 102.3 Jetaway**  
(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 102.3 (the "**Station**").

The following entities are co-sponsors of the Contest: Sunwing Vacations ("Sunwing"), Iberostar Hotels and Resorts, Garden City Shopping Centre and Chicken Chef.

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 Manitoba who have reached the age of majority as of the date of entry.

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.
- (d) individuals who have won any Station contest within the 30 days preceding the start of the Contest;
- (e) individuals who have won any prize valued at approximately \$1,000 or more from the Station within six (6) months of selection as a potential winner of the Contest;

**3. WHEN DOES THE CONTEST START/END?**

You may enter the Contest between 7:00 AM on August 19<sup>th</sup>, 2019 and 11:59 PM on October 27<sup>th</sup>, 2019 (excludes September 2<sup>nd</sup> and October 14<sup>th</sup>) ("**Entry Period**"). All times referenced in these Official Rules are Central Standard time.

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

No purchase is necessary to enter the Contest.

There are two (2) ways in which to enter the Contest, as follows:

- A) To enter the Contest: (i) go to [kiss1023.ca](http://kiss1023.ca) during the 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; and (iv) submit your completed online entry form as instructed during the Entry Period.
- B) To enter the Contest, listen to the Station at approximately 8:15 am and 4:15 pm (CST) each weekday (Monday-Friday only) during the Entry Period, and telephone the Station at 204-780-1023 following any Contest cue to call. To be deemed a qualifier/potential prize winner, be the 10th caller to reach the Station following any such cue to call.

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.

Alternatively, enter the Contest by mailing a letter with your name, address, day and evening telephone numbers, email address, age, and Contest name to the attention of “**KiSS 102.3 Jetaway**” at 4-166 Osborne Street, Winnipeg, Manitoba, R3L 1Y8. Mail-in entries must be received within the Entry Period to be valid. Limit of one (1) entry per postage-stamped envelope.

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

There is a limit of one on-air entry per person. You may enter the Contest through the on-line entry method as many times as you like, provided you comply with these Official Rules.

#### **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?

There are four (4) trips available to be won by four (4) unique winners in the Contest, valued at a total of **\$16,270** consisting of:

- (1) Two (2) all-inclusive vacations for two (2) to the Iberostar Selection Ensenachos in Cayo Santa Maria Cuba.

Includes:

- round trip economy air transportation for the winner and one (1) guest (collectively, the “**Travellers**”) from the international airport within Canada closest to the winner’s residence onboard a Sunwing Airlines operated flight (as determined by the Sponsors) to/from Winnipeg – Cayo Santa Maria, Cuba (the “**Destination**”) on travel dates to be determined by the Sponsors;
- one (1) hotel room (standard “run of house” room, based on double occupancy) for seven (7) nights at the Iberostar Selection Ensenachos.
- All Inclusive meal plan while at the Iberostar Selection Ensenachos
- 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.

Each trip prize is valued at approximately CDN \$4,270. Actual value may vary based on prize particulars. A prize certificate outlining various terms of the Trip Prize and redemption procedures will be provided to each winner following the determination of Contest winners.

The following is not included in the Prize:

- Airport improvement fees;
- Insurance (including, but not limited to, travel insurance, medical insurance and trip cancelation insurance);
- Sightseeing tours and other in-destination activities;
- Travel related fees/surcharges;
- Excess baggage fees;
- Costs associated with obtaining travel documents (including, but not limited to passports and visas);
- Additional meals
- Room upgrade
- Tips & gratuities
- In-room movies
- Costs associated with obtaining necessary vaccinations; and
- Items of personal nature.

(2) One (1) all-inclusive vacations for two (2) to the Iberostar Laguna Azul in Varadero, Cuba.

Includes:

- round trip economy air transportation for the winner and one (1) guest (collectively, the “**Travellers**”) from the international airport within Canada closest to the winner’s residence onboard a Sunwing Airlines operated flight (as determined by the Sponsors) to/from Winnipeg – Varadero, Cuba (the “**Destination**”) on travel dates to be determined by the Sponsors;
- one (1) hotel room (standard “run of house” room, based on double occupancy) for seven (7) nights at Iberostar Laguna Azul.
- All Inclusive meal plan while at the Iberostar Selection Ensenachos
- 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.

Trip prize is valued at approximately CDN \$4,430. Actual value may vary based on prize particulars. A prize certificate outlining various terms of the Trip Prize and redemption procedures will be provided to each winner following the determination of Contest winners.

The following is not included in the Prize:

- Airport improvement fees;
- Insurance (including, but not limited to, travel insurance, medical insurance and trip cancelation insurance);
- Sightseeing tours and other in-destination activities;
- Travel related fees/surcharges;
- Excess baggage fees;
- Costs associated with obtaining travel documents (including, but not limited to passports and visas);
- Additional meals
- Room upgrade
- Tips & gratuities
- In-room movies
- Costs associated with obtaining necessary vaccinations; and
- Items of personal nature.

(3) One (1) trip for two (2) to see Lady Gaga in Las Vegas.

Includes:

- Round trip air transportation for the winner and one (1) guest (collectively, the “**Travellers**”) from Winnipeg to Las Vegas, Nevada, United States (the “**Destination**”) **as determined by the Sponsors.**
- Travel must be taken between April 29<sup>th</sup> - May 1<sup>st</sup>, 2020;
- One (1) hotel room (standard room, based on double occupancy) for two (2) nights on The Strip or at a hotel to be selected by the Sponsors;
- Two (2) balcony seats for the April 30<sup>th</sup>, 2020 Lady Gaga Enigma concert at the Park Theater at the MGM Hotel.
- Roundtrip airport transfers for two (2).

Trip Prize 2 is valued at approximately CDN \$3,299. Actual value may vary based on prize particulars.

(4) There are ninety six (96) daily qualifying prizes to be won in the Contest, consisting of forty-eight (48) x \$25 gift cards from Garden City Shopping Centre, twenty-four (24)x \$30 gift cards Chicken Chef and twenty-four (24) prizes to be determined at the sponsors discretion with a minimum value each of \$25.00 . Any winner is solely responsible for coordinating use of the prize and for all taxes, fees, and expenses not otherwise set forth herein. Prize may be subject to additional terms and conditions as imposed by issuer.

## **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) All Prize particulars will be determined by the Sponsors. The Sponsors reserve 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 Sponsors are only responsible for the Prize elements listed in these Official Rules, subject to the terms and conditions contained therein.
- (b) The Prizes may not be exactly as advertised and is provided and must be accepted “as is” without representation or warranty of any kind by the Sponsors (otherwise it will be forfeited). The total Prize value of all trips is CDN \$16,270 and is approximate only and actual value may vary based on particulars. The winner will not be compensated if actual value of the Prize is lower than the value quoted in these Official Rules.
- (c) The Sponsors may require a valid major credit card to be presented by the winner for deposit or damage protection purposes.
- (d) The Prize(s), and any portion thereof, are non-exchangeable, non-transferable, non-refundable, have no cash surrender value and must be accepted as awarded with no substitutions, except as may be decided by the Sponsors in their sole discretion. The Prize may not be resold. Any unused portion of the Prize, once awarded, will be deemed forfeited. 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 travel vouchers or certificates will not be replaced if lost, destroyed, mutilated or stolen.
- (e) All reservations are subject to the terms and conditions set out in the Sponsors’ brochure or located on the Sponsors’ website located at [www.sunwing.ca](http://www.sunwing.ca). Once reservations are made, they cannot be changed, save as otherwise determined by the Sponsors.
- (f) Travel is valid from November 1<sup>st</sup>, 2019 until October 31<sup>st</sup>, 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. The winner may be required to reserve the Prize, or complete travel, by a particular date, as may be advised by the co-sponsors. If winner is unable to travel during the Travel Period, he/she will be required to forfeit the prize and an alternate winner may be selected at the Sponsors’ sole discretion. Blackout dates may apply including without limitation: November 21-28, 2019, December 17<sup>th</sup>, 2019 - January 4, 2020, February 1<sup>st</sup> – March 31<sup>st</sup>, 2020, April 8<sup>th</sup> – 22<sup>nd</sup>, 2020, May 23<sup>rd</sup> – 30<sup>th</sup>, 2020, June 27<sup>th</sup> – July 4<sup>th</sup>, 2020 and August 1<sup>st</sup> – 31<sup>st</sup>, 2020.

- (g) The Sponsors 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 that the winner or the winner's guest is denied the ability to travel, whether due to airport restrictions or otherwise.
- (h) The Sponsors reserve the right to structure travel routes in their sole discretion. All airline tickets are subject to flight variations, work stoppage, and schedule or route changes. Tickets are subject to certain terms and conditions as specified by issuers.
- (i) The Sponsors may require any winner's guest to sign and return, within any designated time period, a release of liability and consent to publicity form and any other documentation as reasonably required, as a pre-condition to participation in the Prize. In the event any guest is a minor, the parent or legal guardian of the guest will be required to sign and return such paperwork on behalf of the minor guest.
- (j) The winner and guest must have reached the age of majority in his or her province or territory of residence, unless accompanied by a parent or legal guardian.
- (k) The winner and guest must possess 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.
- (l) The Sponsors have the right to disqualify or remove the winner and guest from any activity at any time if he or she is at any point uncooperative, disruptive, abusive, or unobservant of applicable rules, laws or regulations, or likely to cause or has caused damage to person, property, or the reputation of the Sponsors or Prize suppliers.
- (m) The winner and guest must both comply with all applicable laws, including but not limited to, all local laws while in destination.
- (n) Elements of the Prize (including, without limitation, airfare and lodging) may not be used towards frequent flyer miles or other loyalty programs.

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

On October 28<sup>th</sup>, 29<sup>th</sup>, 30<sup>th</sup> and 31<sup>st</sup>, 2019 at approximately 8:15 AM in Winnipeg, Manitoba, the Station will conduct a random draw from among all eligible entries received. One (1) entrant will be selected on each of the dates listed above, and the Station will announce the name of such selected entrant in broadcast. The selected entrant will have ten-minutes from the time of the announcement to call the Station at 204-780-1023 in order to be deemed a potential winner of a trip for 2.

Trips will be awarded on the following dates:

- October 28<sup>th</sup>: one (1) all-inclusive vacation for two (2) to the Iberostar Selection Ensenachos in Cayo Santa Maria Cuba
- October 29<sup>th</sup>: one (1) all-inclusive vacation for two (2) to the Iberostar Laguna Azul in Varadero, Cuba
- October 30<sup>th</sup>: one (1) all-inclusive vacation for two (2) to the Iberostar Selection Ensenachos in Cayo Santa Maria Cuba
- October 31<sup>st</sup>: One (1) trip for two (2) to see Lady Gaga in Las Vegas.

If the Station does not receive a telephone call from a selected entrant within the allotted time, or the Station receives a call, but the telephone line is dead when answered or no audible response is heard, then the selected entrant will be disqualified and, time permitting, another on-air draw may take place, and so on and so forth, until a potential winner is confirmed in respect of the draw, or the prize may be cancelled.

Except in the case of the final draw October 31<sup>st</sup>, 2019, non-selected entries at any given Contest draw will carry forward.

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.

## 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?

The odds of winning depend on the number of eligible entries received.

## 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.