



CENTRAL ONTARIO BROADCASTING (107.5 KOOL FM): THE ULTIMATE HOME COMFORT CONTEST RULES

(The “Official Rules”)

Kool FM’s Ultimate Home Comfort 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 Central Ontario Broadcasting Ltd. (“COB”).

The following entity is co-sponsor of the Contest: Affordable Comfort. COB 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, social networking service, or site (a “Third Party Service”), the Contest is not sponsored, endorsed, or administered by, nor associated with, any Third-Party Service; any questions, comments, or complaints regarding the Contest should be directed to COB and not to any Third-Party Service.

2. WHO MAY ENTER THE CONTEST?

The Contest is open only to residents of Simcoe County who reside within 107.5 Kool FM’s (CKMB-FM) Broadcasting range, who own their own home dwelling on a permanent foundation, with an existing ducted system, who meet the contest requirements and who have reached the age of majority as of the date of entry.

To successfully qualify for the contest, you must register online at 1075kool.com by filling out the contest entry form before the contest entry deadline.

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 (i), above, whether related or not. (ii) members of the immediate family including but not limited to spouse, parent, child, sibling of the individuals listed in (i), above.

3. WHEN DOES THE CONTEST START/END?

You can register for the contest between 6:00am on Monday, October 25th, 2024, and 11:59pm on Sunday, November 17th, 2024 (“Entry Period”). All times referenced in these Official Rules are Eastern Daylight Time.

4. HOW DO I ENTER THE CONTEST?

No purchase is necessary to enter the Contest.

To enter the Contest: (i) Go to 1075koolfm.com 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 follow instructions; and (iv) Submit your completed online entry form, including your submission, as instructed during the Entry Period.

5. HOW MANY TIMES MAY I ENTER THE CONTEST?

You can only enter the Contest once.

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, 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, without explanation.

7. WHAT ARE THE CONDITIONS OF ENTRY?

By entering the Contest:

- (a) You agree to be bound by both these Official Rules and 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, at the discretion of 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 The Sponsors 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 COB 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 both identity or/and 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 assignees, as well as any Third Party Services, (collectively, the "Releasees"), you additionally 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, 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 IS THE CONTEST PRIZES?

There is one (1) prize available to be won in the Contest, as follows:

One (1) fully installed Trane XR13 air conditioner – approximate value \$6,500

One (1) fully installed Trane S9X2 high-efficiency gas furnace – approximate value \$7,500

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) Prize value in these Official Rules is approximate only. You will not be compensated if actual prize value is lower than the value quoted in these Official Rules. No cash rebate or refund will apply. If the winner would like to upgrade to a larger size or different unit(s) then additional charges would apply at the expense of the winner.

(b) Once a potential winner is confirmed as a winner, prize distribution will be promptly coordinated. Winner must make their house available to take delivery and installation within 1

calendar year of being named a winner. If the winner fails to take delivery of the prize by November 18th, 2025, the prize will be deemed forfeited.

(c) The prize may be substituted, in whole or in part, with a prize or prize component of equal or greater to the approximate value if the prize or prize component cannot be awarded for any reason.

(d) 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.

(e) The prize may not be resold.

(f) Any unused portion of the prize, once awarded, will be deemed forfeited. The prize will not be replaced if lost, destroyed, or stolen.

(g) In order to collect the prize, the winner must reside within the Affordable Comfort's trade area and must own their home.

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

Once the entry period for the contest closes, all “eligible” entries will be entered into a random draw, on November 18th, 2024, a grand prize winner will be drawn, announced, and contacted. For each prize to be awarded pursuant to these Official Rules, one entrant will be drawn as a potential winner, and notified using the information provided at the time of entry. In the event any potential winner does not respond to such notification within three (3) business days, declines a prize for any reason, or does not meet the requirements set forth in these Official Rules, as determined by the Sponsors, the potential winner will be disqualified and an alternate winner may be drawn, or the prize may be cancelled. The decisions of the judges are final and binding and may not be challenged in any way.

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 administered by the Sponsors.

(b) Must be following these Official Rules.

(c) Must sign and return, within a 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. 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 and/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 assignees (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 COB's collection, use and disclosure of your personal information for purposes of administering the Contest as described in these Official Rules. 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 are a potential prize winner, COB may disclose your personal information to any prize supplier for purposes of prize fulfillment; and

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, and or suspend the Contest and/ or the Official Rules for any reason whatsoever, subject to prior approval by the Liquor Control, Racing and Games (RACJ), 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.

These are the official rules of the Contest. Copies are available at Central Ontario Broadcasting, 431 Huronia Road, Unit 10 Barrie, Ontario L4N 9B3 during normal business hours Monday to Friday, 9:00 a.m. to 5:00 p.m. (excluding Holidays) and online at www.1075koolfm.com.