

Contest Rules (The “Official Rules”)

Kool FM’s Great Family Getaway Contest (The “Contest”)

The Great Family Getaway Contest (herein referred to as “The Contest”) consists of 4 incredible Great Wolf Lodge Getaways to Great Wolf Lodge Resort in Niagara Falls, Ontario, Canada.

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: Great Wolf Lodge. 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 and individuals who reside within 107.5 Kool FM’s (CKMB-FM) Broadcasting range, who meet the contest requirements, and who are 19 years of age or older 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) their advertising and promotional agencies; (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?

The contest kicks off on Monday, March 3rd, 2025, and concludes March 30th, 2025 (“Entry Period”).

4. HOW DO I ENTER THE CONTEST?

No purchase is necessary to enter the Contest. To successfully qualify for the Contest, you must be the 7th caller through at 705-727-1075 when the Great Family Getaway sounder airs. The Great Family Getaway cue to call will occur every day between 6am and 10pm, roughly 30 to 40 times per week.

5. HOW MANY TIMES MAY I ENTER THE CONTEST?

A listener is only able to qualify once a week. If it is discovered that a listener has qualified more than once, all entries will become null and void. However, all qualifiers who don't win the weekly grand prize will be eligible to qualify for the following week's prize.

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; or
- (c) 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, whose decisions are final, binding, and conclusive;
- (b) You are giving 107.5 Kool FM and their promotional partners consent to publicize and/or broadcast your name/character, and you forfeit the right to decline being part of an interview.
- (c) 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; and

(d) 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, or (iii) any breach of these Official Rules.

(e) You agree that the sponsors will not be responsible, nor liable in any way regarding the prize or any aspect of the prize not being available, due to circumstances beyond their control.

8. WHAT IS THE CONTEST PRIZE?

There are four (4) grand prizes (herein referred to as “Great Family Getaways”) available to be won in the Contest. Each grand prize includes:

- One night stay for a family of four (4);
- Breakfast buffet for four (4);
- Two (2) Paw Passes; and
- Two (2) days of waterpark play and complimentary parking.

Approximate value of each grand prize is \$650+. Actual retail value may vary depending on the departure date. The Great Family Getaways are valid Sunday – Saturday, excluding all holidays and blackout dates, subject to availability.

The Grand Prize winner shall not be entitled to receive, in cash, certificate or otherwise, the balance of any amount representing the difference of the Grand Prize retail value and actual cost.

9. ARE THERE ANY PRIZE CONDITIONS?

All prizes, unless otherwise specified, are non-transferable, cannot be exchanged, transferred or substituted for cash. In the event a prize winner is unable to redeem the prize as awarded by Great Wolf Lodge, neither 107.5 Kool FM nor any other party associated with this prize will provide compensation or substitutions.

(a) Prize value in these Official Rules is approximate only. You will not be compensated if the 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;

(c) The prize may be substituted, in whole or in part, with a prize or prize component of equal or greater than 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; and

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

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

One grand prize ("Great Family Getaway") will be awarded to a lucky qualifier every Monday morning at 8:10 am during Kool Mornings with Dale and Charlie during the contest, on March 10th, March 17th, March 24th, and March 31st, 2025.

Each Monday, a winner will be randomly selected from all "eligible" entries received during the previous week. For a grand prize winner to claim their prize, they'll need to be listening for their name at 8:10am on the Monday morning following the week they qualified. If their name is called, they'll have 10 minutes and 75 seconds to call back and claim their trip. If they don't call back before the timer expires, they forfeit their chance at being a winner and Kool FM will draw another name from the list of qualifiers. This process will be repeated until we award the grand prize. After a grand prize is awarded, all other qualifiers will be wiped, and Kool FM will start the qualifying process over again.

107.5 Kool FM is not responsible for a listener's inability to call due to service interruption, technical problems, the failure of telephone or electronic equipment, or the inability of a listener to contact Kool FM for any reason whatsoever. Decisions of Kool FM are final and cannot be challenged.

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; and

(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; and/or
- (b) if you are a potential prize winner, COB may disclose your personal information to any prize supplier for purposes of prize fulfillment.

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 material;
- (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.