

## **Kool FM's #KoolSummerSelfie Contest Rules and Regulations 2020**

- Win a 2020 Chevrolet Spark Automatic Chevrolet Spark with the #KoolSummerSelfie Contest (the "Contest") courtesy of Paul Sadlon Motors and 107.5 KOOL FM.

### **1. ENTRY PERIOD & CONTEST SPONSORS.**

- The Contest is brought to you by the following entities (collectively or individually, the "Contest Sponsors"): Central Ontario Broadcasting ("COB"), operator of radio station 107.5 KOOL FM and Paul Sadlon Motors.

- The registration portion for Kool FM's #KoolSummerSelfie Contest begins at 12:01am on Friday, May 15<sup>th</sup>, 2020 and concludes at 11:59pm on Monday, September 7<sup>th</sup>, 2020. Listeners can enter as many times as they like during the contest period. Multiple entries do increase someone's chances of winning, as long as the posts are on different social media platforms. Duplicated posts will not count as an official entry.

### **2. HOW TO ENTER.**

- No purchase necessary.

- To successfully qualify for the Kool FM #KoolSummerSelfie Contest, listeners need to post an original photo on Twitter, Instagram or Facebook. Along with the photos the post must include the hashtag #KoolSummerSelfie. If a participant uploads a photo, which they aren't authorized to use, they will be disqualified and declared ineligible.

- Entries are encouraged to include/mention 107.5 Kool FM; Twitter entries @KoolFMBarrie, Instagram entries @koolfmbarrie, Facebook send a message to KoolFMBarrie. Entries not including these handles will still be eligible to win as long as the hashtag #KoolSummerSelfie is being used within the caption of the post.

- Any photo or text submitted to this contest must not include indecent, discriminatory, hateful or defamatory words, or invade the privacy rights of any person. This is subject to the discretion of 107.5 Kool FM, Central Ontario Broadcasting. All entries must comply with Twitter, Instagram and Facebook Terms of Use.

- Kool FM's #KoolSummerSelfie Contest is in no way sponsored, endorsed, administered by, or associated with, Twitter, Instagram or Facebook. All entrants are providing information directly to the Contest Sponsors and agree to release Twitter, Instagram and Facebook from any and all liability arising in connection with the contest.

- The Grand Prize will be awarded by a random draw occurring in the Kool FM offices, 431 Huronia Road, Barrie, Ontario on Tuesday, September 8<sup>th</sup>, 2020. For a winner to claim their prize, they'll need to reply to a direct message sent to the social media platform that the winning post originally came from-be that Twitter, Instagram or Facebook. The winner will also be announced on air. The winner will have 7 days to reply and verify that they are the authorized account holder, in order to be declared the Grand Prize Winner.

### **3. PRIZE DESCRIPTION.**

-The Kool FM #KoolSummerSelfie Grand Prize consists of a (one) 2020 Automatic Chevrolet Spark approximate retail price \$ 17,000 courtesy of Paul Sadlon Motors and 107.5

Kool FM – Central Ontario Broadcasting (collectively or individually, the “Contest Sponsors”).

- The Grand Prize of the 2020 Automatic Chevrolet Spark must be accepted as awarded, without substitution, transfer, exchange or assignment, unless otherwise determined in the absolute discretion of the Contest Sponsors. Any unused portion of a prize, once awarded, will be deemed forfeited by the applicable winner and no financial compensation will be made or required in respect of such unused portion. The Contest Sponsors and/or the prize suppliers reserve the right, in their absolute discretion, to substitute a prize, or a component of a prize, with a prize, or a component of a prize (as applicable), of equal or greater value, including, without limitation; a monetary award, if the prize or prize component cannot be awarded by the Contest Sponsors and/or the prize supplier(s) for any reason. Prize may not be exactly as advertised. Prize will not be replaced if lost, destroyed or stolen.

- Except as expressly warranted herein, any Contest prize is provided “as is” without further warranty of any kind.

- Odds of winning the Grand Prize depend on the number entries received during the contest entry period.

#### **4. ELIGIBILITY.**

- The prize winner must have appropriate identification (a Valid Ontario Driver’s License; class G2 or higher) to accept the prize.

- This Contest is open to Canadian residents who are 16 years of age or older, as of the date of entry, and who reside within the listening range of the KOOL FM. For greater certainty, “within the listening range of the Station” means that you must be able to access the Station’s terrestrial broadcast without recourse to satellite radio, the Internet (including, without limitation, simulcasting), cable television, an application (including, without limitation, 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 COB in its sole discretion.

- The Contest is not open to personnel of 107.5 Kool FM, Central Ontario Broadcasting, their sponsors, their advertising and promotional agencies and members of their respective families.

#### **5. RELEASE OF LIABILITY / CONSENT TO PUBLICITY.**

- Be legally bound by these Contest rules, including all eligibility requirements.

- Be bound by the decisions and/or conclusions of the Contest Sponsors and their representatives or the independent judging organization, if any, which are final, binding and conclusive (without appeal) on all matters relative to the Contest; and - premise, release and forever discharge the Contest Sponsors, their respective parent and affiliated companies, subsidiaries, licensees, distributors, divisions, dealers, retailers, printers and advertising and promotional agencies, any and all other companies associated with the Contest (including prize suppliers and suppliers of materials or services related to the Contest), and all of their respective employees, directors, officers, shareholders, agents, representatives, successors and assigns (collectively, the “Releasees”) from any and all

actions, causes of actions, suits, debts, dues, accounts, claims, damages or liability for any loss, harm, damages, costs or expenses arising out of, or in any way related to, his/her participation in the Contest and/or the awarding, receipt, possession, use and/or misuse of any Contest prize (or any portion thereof), or any travel or activity that is related to the receipt or use of any Contest prize, including, without limitation costs or losses related to personal injuries, death, damage to, loss or destruction of property, and rights of publicity, personality, privacy and/or intellectual property.

- By accepting a Contest prize, the winner authorizes each of the Contest Sponsors and their respective designees, to use, in any related publicity the winner's name, city and province/territory of residence, photograph, image, likeness, voice, and any statements he/she may make regarding such Contest prize for advertising and promotional purposes worldwide in perpetuity, in any form of media including the Internet, without limitation and without additional compensation or consideration, permission or notification, unless prohibited by law; and each winner waives any rights that may exist in respect of materials produced pursuant to the foregoing.

- The Contest Sponsors are not responsible for a listener's inability to post photos to Twitter, Instagram or Facebook during the contest period 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. The decisions of Kool FM are final and cannot be challenged.

## **6. LIMITATION OF LIABILITY.**

The Releasees are not responsible for:

- lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider, website, or other connections, including those through and/or by any website;

- jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties;

- failures or malfunctions of phones, phone lines or telephone systems, any error, omission, interruption, defect or delay in transmission, processing, or communication;

- printing, typographical or other errors appearing within these Contest rules, in any Contest related advertisements or other materials; or

- any other errors, problems or difficulties of any kind, whether human, mechanical, electronic, network, computer, telephone, mail, typographical, printing or otherwise relating to or in connection with this Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the prize or in any Contest-related materials, or the cancellation or postponement of any event. The Releasees are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. The Releasees are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participation in this Contest or downloading materials from or use of any website;

- injury of any degree including death to entrants while entering the contest.

## **7. PRIVACY.**

- By entering this Contest, each entrant consents to the collection, use, and disclosure of his/her personal information for the purposes and in the manner described herein. All information submitted by entrants is being collected by COB and will not be shared with any additional parties unless specified.

## **8. GENERAL.**

- LAWS AND RULES: This Contest will be run in accordance with these Contest rules, which shall be subject to amendment by COB, without notice or liability to you. Entrants must comply with these Contest rules and will be deemed to have received and understood these rules by participating in this Contest. The terms of this Contest, as set out in these rules, are not subject to amendment or counter-offer, except as set out herein. This Contest is subject to all applicable federal, provincial and municipal laws and regulations. These rules are governed exclusively by the laws of the province or territory in which you reside, and you submit to the exclusive jurisdiction of the courts of such province or territory. Rights and remedies may vary by province or territory.

## **9. CANCEL AND AMEND.**

- COB reserves the right to cancel, modify, suspend or to amend this Contest's rules at any time and in any way, without prior notice, for any reason whatsoever. Without limiting the foregoing, if for any reason the Contest is not capable of running as originally planned, for example as a result of tampering or infection by computer virus, bug, corruption, security breach, or other cause beyond the reasonable control of the Contest Sponsors, COB reserves the right to cancel or suspend the Contest and/or conduct a random draw from all previously received eligible entries.

## **10. CONDUCT.**

- The Contest Sponsors reserve the right, in their absolute discretion, to disqualify without notice any entrant that they find to be: violating the Contest rules; tampering or attempting to tamper with the entry process or the operation of the Contest or any Contest website; acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; or attempting to undermine the legitimate operation of the Contest. Any attempt by an entrant or any other individual to undermine the legitimate operation of this Contest may be a violation of criminal and/or civil laws. Should any such attempt be made, the Contest Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution, and COB reserves the right to ban or disqualify an entrant from this Contest and any future contests.