

**CONTEST RULES**  
(the “Official Rules”)

**PAY YOUR BILLS**  
also known as **PAY DAY, THE KISS KICKBACK, GO FUND YOURSELF**  
(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. (“**Rogers**”), on behalf of the following participating radio stations (each, a “**Station**” or “**participating Station**”):

| PAY YOUR BILLS  | THE KISS KICKBACK   | PAY DAY   | GO FUND YOURSELF   |
|---|---|---|--|
| 95.9 CHFM (Calgary)<br>CHYM 96.7 (Kitchener)<br>KISS 102.3 (Winnipeg)<br>98.5 Ocean (Victoria)<br>KiSS 105.3 (Sudbury)<br>Easy 101-3 (Tillsonburg)<br>Mountain FM (Squamish/Whistler)<br>KiSS 100.5 (North Bay)<br>Mountain FM (Canmore/Banff)<br>STAR 98.3 (Chilliwack)<br>KiSS 107.7 (Lethbridge)<br>KISS 100.5 (Sault Ste. Marie)<br>KISS 99.3 (Timmins)<br>CHEZ 106 (Ottawa)<br>92.1 CITI (Winnipeg)<br>ROCK 92.7 (Sudbury)<br>K ROCK (Kingston)<br>ROCK 101.9 (North Bay)<br>ROCK 106 (Lethbridge)<br>ROCK 105.3 (Medicine Hat)<br>ROCK 97.7 (Grand Prairie)<br>ROCK 92.1 (Timmins)<br>ROCK 97.9 (Fort McMurray) | KiSS 92.5 (Toronto)<br>KiSS 91.7 (Edmonton)<br>KiSS RADiO (Vancouver)<br>KiSS 105.3 (Ottawa)<br>KiSS 102.7 (Kingston) | Country 101.1 (Ottawa)<br>Country 107.3 (Tillsonburg)<br>Country 107.1 (Abbotsford)<br>Country 93.5 (Kingston)<br>Country 93.3 (Fort McMurray)<br>Country 104.3 (Sault Ste. Marie)<br>Country 600 CKAT (North Bay)<br>Country 106.7 (Kitchener) | JACK 96.9 (Calgary)<br>92.9 JACK (Halifax)<br>JACK 102.3 (London)<br>JACK 103.1 (Victoria)<br>CJCY (Medicine Hat)<br>JACK 92.3 (Smith Falls) |

Rogers and any of the Stations 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 Provinces of Nova Scotia, Ontario, Manitoba, Alberta and British Columbia who are over the age of 18 as of the date of entry and who reside within the listening range of a participating Station (refer to list in Section 1 above). For greater certainty, to be eligible, you must be able to access the Station’s terrestrial broadcast without recourse to satellite radio, the Internet (including simulcasting), cable television, an application (including 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 a Station will be determined by Rogers.

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.

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

You may enter the Contest between 8:00AM on January 13, 2020 and 5:15PM on January 31, 2020 (“**Entry Period**”). All times are local time zone based on the location of each Station.

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

No purchase is necessary to enter the Contest.

To enter the Contest: i) listen to a participating Station at approximately 8am, 11am, 2pm + 5pm local time each weekday (Monday – Friday) during the Entry Period for a cue to text; and ii) within fifteen (15) minutes of any such cue to text (the “Entry Window”), send the Station a message that starts with the keyword given out on air followed by the type of bill and dollar amount that you want paid to one of the station short codes below. Such message may be sent via a cellular telephone that is capable of two-way messaging. Your carrier’s standard text message or short code message and data rates may apply.

By sending a message to the Station in accordance with these Official Rules, you agree to being put on-air by the Station.

The Station Short Codes are as follows:

| Station   | Station Short Code |
|---|--------------------|
| JACK 96.9 (Calgary)   | 969-123            |
| KiSS 92.5 (Toronto)   | 925-555            |
| KiSS 91.7 (Edmonton)  | 917-917            |
| KiSS RADiO (Vancouver)  | 104-56             |
| KiSS 105.3 (Ottawa)   | 310-53             |
| CHEZ (Ottawa)<br>92.1 CITI (Winnipeg)<br>ROCK 92.7 (Sudbury)<br>K ROCK (Kingston)<br>ROCK 101.9 (North Bay)<br>ROCK 106 (Lethbridge)<br>ROCK 105.3 (Medicine Hat)<br>ROCK 97.7 (Grand Prairie)<br>ROCK 92.1 (Timmins)<br>ROCK 97.9 (Fort McMurry) | 762-555            |
| All other participating Stations not listed in this Short Code schedule   | 555-555            |

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

You may enter the contest once per cue to text, provided these Official Rules, including the entry mechanism(s) set forth herein, are adhered to.

## 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, prize suppliers, 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 is a total of \$15,000 CDN (fifteen thousand dollars) available to be won in the Contest, to be awarded throughout the Contest based on the amount of the bill submitted by each winner in their text message entry (each a **"prize"**). The minimum for each prize is \$1 (one dollar) with a maximum of up to \$1,000 (up to one thousand dollars).

All prizes will be paid out in the form of a cheque in the name of the winner. Limit of one (1) prize per person.

Potential winners may be required to provide proof of the bill they submitted in their text message entry.

## **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.
- (b) The prize may be substituted, in whole or in part, with a prize or prize component of equal or greater value if the prize or prize component cannot be awarded for any reason.
- (c) 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.
- (d) The prize may not be resold.
- (e) Any unused portion of the prize, once awarded, will be deemed forfeited. The prize will not be replaced if lost, destroyed, mutilated or stolen.
- (f) 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.

## **10. HOW WILL THE POTENTIAL WINNERS BE SELECTED?**

Every weekday during the Contest at approximately 9:00AM local time except for the first draw which will be conducted on Monday, January 13, 2020 at approximately 5:30PM and for the last draw which will be conducted on Friday January 13, 2020 at approximately 5:30PM, Rogers will conduct a random draw in Vancouver, British Columbia from among all eligible entries received up until the draw.

Non selected entries WILL be carried forward to the next draw.

For each prize to be awarded pursuant to these Official Rules, one entrant will be randomly selected 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 one (1) business day, 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, time permitting, an alternate potential winner may be randomly selected from among remaining eligible entries, or the prize may be cancelled.

If the randomly drawn potential winners' bill to be paid is less than \$1,000, the balance of prize money will carry forward until there is a surplus of \$1,000 at which time an additional potential winner will be randomly drawn from among all eligible entries received to date. This will continue throughout the contest until all prize money is awarded.

## **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.

A cheque in the winners name will be sent via courier to the home address of the winner within 6 weeks.

## 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.