

BLACKBURN RADIO INC -CHATHAM (the “Contest”)

Official Rules and Regulations (the “Contest Rules”)

1. ELIGIBILITY

The Contest is open to legal residents of **South Western Ontario**, Canada who, as at the start of the Contest Period, have reached the age of majority in their province or territory of residence. This Contest is not open to employees, officers, directors, independent contractors, representatives and agents of Blackburn Radio Inc, and its affiliates, or their respective advertising and promotional agencies, dealers, prize suppliers, as well as those with whom any of the foregoing are domiciled (whether legally related or not).

2. THE CONTEST PERIOD

The Contest entry period commences at 08:00 a.m. EST/EDT on **Tuesday September 4th, 2018** and concludes by 11:59 p.m. EST/EDT on **Friday September 14th, 2018** (the “Contest Period”).

3. HOW TO ENTER

NO PURCHASE NECESSARY. During the Contest Period, you can enter to win by listening each weekday. When you hear a Journey or Def Leppard song played on 95.1 or 100.7 CoOL FM, call in (844-944-COOL) for a chance to instantly qualify for **“the Prize”**.

Multiple entries during the contest period are permitted, however this does not guarantee that any entrant with multiple entries has a better chance of winning than an entrant with only one entry. At any time during the contest period, if they see fit, Blackburn Radio Inc reserves the right to void and destroy any entries from any entrant, and that entrant may, at the sole discretion of Blackburn Radio Inc, be disqualified from the Contest.

By submitting an entry, entrants agree to be bound by these official Contest Rules, which are subject to change in Blackburn Radio Inc, sole discretion.

4. THE PRIZE

There is one (1) prize (“Prize”) to be won. The Prize consists of (CoOL Everywhere – Journey & Def Leppard in Los Angeles) getaway for 2 people hotel and air which shall include the following:

(October 5 - 7, 2018)

- Roundtrip airfare Detroit – Los Angeles
- Two – nights hotel in Hollywood
- 2 lower level tickets for October 6th concert at The Forum
- Rental car
- Parking

The approximate retail value of the Prize is \$3,599 CDN, though actual amount may vary according to dates of arrival and departure at the hotel.

5. PRIZE CONDITIONS

If the Prize winner is unable to travel during the Travel Period, he or she will be required to forfeit the Prize and an alternate winner may be selected in Blackburn Radio Inc. sole discretion. Travel arrangements and reservations regarding the hotel must be made according to instructions given to the Prize winner. Once reservations are made, they cannot be changed. All reservations are subject to the terms and conditions set out in by the provider. Other restrictions may apply,

The Prize winner and his or her guest must travel together on the same itinerary from the same departure airport. The Prize winner and his or her guest must be over 21 years of age, in possession of a valid passport, be able to travel outside of province/country, and any 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.

The Prize winner and his or her guest are solely responsible for all incidental costs and expenses not specifically referred to herein as part of the Prize description, including but not limited to, ground transportation not specifically mentioned above (including transportation to and from the Prize winner's home), airport improvement fees, travel insurance, medical insurance, trip cancellation insurance, connector flights, sightseeing tours and other in Destination activities, tips, departure taxes and travel-related fees/surcharges, excess baggage fees, costs associated with obtaining travel documents, visas, or necessary vaccinations, or items of a personal nature, additional meals, room upgrade, gratuities, and in-room movies, and applicable federal, provincial, municipal, state and/or local taxes on the Prize (collectively, the "**Expenses**"). The Prize winner and his or her guest shall not seek reimbursement for the Expenses from Blackburn Radio Inc.

Any lost or stolen tickets, travel vouchers or certificates will not be replaced. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Blackburn Radio Inc reserves the right to structure travel routes and select hotels in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight except at the sole discretion of Blackburn Radio Inc.

Elements of the Prize (including, without limitation, airfare and lodging) may not be used towards frequent flyer miles or other loyalty programs.

The Prize winner and his or her guest must comply with all applicable laws, including but not limited to, all local laws while in Destination.

6. PRIZE SUBSTITUTION

The Prize, and any portion thereof, is non-exchangeable, non-transferable, non-refundable, has no cash surrender value and must be accepted as awarded with no substitutions, except as may be decided by Blackburn Radio Inc. in its sole discretion. Blackburn Radio Inc reserves 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.

7. WINNER SELECTION

On September 17th, 2018 (“Draw Date”) at Blackburn Radio Inc (95.1/100.7 CoOL FM Studio) located at 2090 Wyandotte Street East, Windsor ON, ONE (1) eligible entrant will be randomly selected as the potential winner of the Prize and Blackburn Radio (95.1/100.7 CoOL FM) will make an announcement shortly after at the Wyandotte Street location. Odds of winning depend on the total number of eligible entries received during the Contest Period.

The selected entrant will be contacted by a representative of Blackburn Radio Inc within twenty-four (24) hours of the Draw Date **by telephone and/or email** (the method selected is Blackburn Radio Inc sole discretion), as provided by the entrant in his or her CoOL Crew entry form or personal information given over the phone (if on-air qualifier). Blackburn Radio Inc is not responsible for false, incorrect, changed, incomplete or illegible contact information. Notification is deemed to have occurred immediately upon sending of an email or placing a phone call.

If the selected entrant is unable to be contacted (including failing to return phone calls or emails) within two (2) business days of the Draw Date, declines to accept the Prize or is found to be ineligible, his or her rights to the Prize shall be forfeited and another eligible entrant may be selected in Blackburn Radio Inc sole discretion.

In the event of a dispute as to the identity of a winner based on an email address, the winning entry will be deemed to be made by the authorized account holder of the email address at the time of entry. The authorized account holder is the natural person who is assigned an email address by an Internet service provider or other organization responsible for assigning email addresses for the domain associated with the email address in question.

8. DECLARATION AND RELEASE OF THE PRIZE WINNER

Before being awarded the Prize:

- (a) the selected entrant must correctly answer, unaided, a time-limited skill-testing mathematical question during a prearranged telephone call; and
- (b) the selected entrant and his or her guest must each sign and return to Blackburn Radio Inc, a standard form Declaration and Release (the “**Release Form**”) confirming compliance with the Contest Rules, acceptance of the Prize as awarded and releasing Blackburn Radio Inc, its affiliates and each of their respective officers, directors, employees, representatives and agents from all liability arising in connection with the Contest and the Prize. The Release Form will be picked up at Blackburn Radio Inc, 117 Keil Drive South, Chatham Ontario, by the selected entrant. The selected entrant is responsible for obtaining and returning signed copies of the Release Form from his or her guest.

In the event that the selected entrant fails to answer the mathematical question correctly, does not return the signed Release Form as instructed by Blackburn Radio Inc and within two (2) business days of receipt of such Release Form, or otherwise does not meet all Contest Rules, the selected entrant will be disqualified and the Prize will be forfeited. Blackburn Radio Inc will then award the Prize (subject to these Contest Rules) to another selected entrant drawn from the remaining entries.

9. OWNERSHIP OF ENTRIES AND PUBLICITY RELEASE

All entries shall become the property of Blackburn Radio Inc. By entering the Contest, each entrant, regardless of whether or not he or she is selected as the Prize winner, grants Blackburn Radio Inc. and its advertising and promotional agencies, and each of their respective affiliates and subsidiaries, the right to display, disclose, produce, reproduce, publish and/or republish, broadcast, communicate, exhibit, distribute, adapt, alter, use and/or reuse and otherwise exploit the entrant's entry and any other information and material provided by entrant at any time (including, but not limited to, the entrant's name, city of residence and province, voice, likeness, photograph and likeness of entrant, image or any other aspect of entrant's personality, photographs, images, video, biography, statements, story and endorsements), in whole or in part, individually or in conjunction with other items for advertising and/or publicity purposes, throughout the world, in any and all media, now known or hereafter devised (including, but not limited to, print, video, television, website/internet and broadcast), in perpetuity, and without any obligation, notice, payment or compensation. The entrant hereby waives any right to inspect or approve any advertising copy or other material which may be used in conjunction with the entry and any moral rights entrant may have in or in respect thereof.

10. CONSENT TO COLLECTION AND USE OF PERSONAL INFORMATION AND TO RECEIVE ELECTRONIC MESSAGES

By entering the Contest, the entrant consents to the collection, use and disclosure of his or her personal information by Blackburn Radio Inc for the purpose of administering the Contest, awarding the Prize and announcing the Prize winner, as applicable, and any subsequent advertising or promotion related thereto. By opting in to receive emails, the entrant further consents to receive electronic messages from Blackburn Radio Inc. regarding its products, services, special events, surveys, contests, offers, promotions or any other marketing material. The entrant may unsubscribe or withdraw consent at any time by clicking the unsubscribe link at the bottom of email communications. Personal Information collected in connection with this Contest will be used by Blackburn Radio Inc. in accordance with their privacy policy. For more information contact Blackburn Radio Inc.

11. NO REPRESENTATIONS OR WARRANTIES

The Prize winner accepts the Prize "as is". Blackburn Radio Inc. does not make any representations nor offers any warranty, express or implied, as to the quality or fitness of the Prize awarded in connection with the Contest. The Prize winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from Blackburn Radio Inc should the Prize fail to be fit for its purpose or is in any way unsatisfactory to the Prize winner.

12. SUSPENSION/TERMINATION/MODIFICATION AND TAMPERING

Subject to applicable law, Blackburn Radio Inc reserves the right to cancel, suspend, terminate and/or modify the Contest Rules or administration of the Contest, in whole or in part, without prior notice with no obligation or liability, including, if for any reason, the Contest is not capable of running as planned, whether due to technical failure, tampering, fraud, corruption of security or other causes beyond the control of Blackburn Radio Inc.

Blackburn Radio Inc further reserves the right to disqualify, from this Contest and future contests, any individual who tampers with or in any way corrupts the entry process. Blackburn Radio Inc may prohibit an entrant from participating in the Contest, future contests of Blackburn Radio Inc and/or winning a prize if, in Blackburn Radio Inc sole discretion, Blackburn Radio Inc determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or any unlawful or unfair playing practices relating to the Contest (including but not limited to the use of automated quick entry programs), prize, or intending to annoy, abuse, threaten or harass any other entrants or Blackburn Radio Inc representatives. Any attempt by an entrant or any other individual to deliberately damage any web site or undermine the legitimate operation of the Contest may be in violation of criminal and civil laws and should such an attempt be made, Blackburn Radio Inc reserves the right to seek remedies and damages (including lawyers' fees) from any such entrant or any other individual to the fullest extent permitted by law, including criminal prosecution.

13. INDEMNITY AND LIABILITY

By participating in the Contest, the entrant agrees that Blackburn Radio Inc shall have no liability and agrees to release, indemnify and hold harmless Blackburn Radio Inc and its affiliates, subsidiaries, advertising and promotional agencies, dealers, prize suppliers and each of their respective agents, representatives, officers, directors, shareholders, and employees from and against any injuries, losses, damages, claims, actions, demands, suits, proceedings, costs, expenses, including without limitation any legal fees and any liability of any kind resulting from or arising directly or indirectly out of: (a) the entrant's participation in the Contest or inability to participate in the Contest; (b) the acceptance, possession, use, enjoyment or misuse of the Prize; and (c) with respect to the entry and any other information and/or material submitted by the entrant including, but not limited to, all actions of passing off, misappropriation of personality, breach of privacy, infringement of any patent, copyright, trademark or any other proprietary right.

Blackburn Radio Inc will not be responsible for lost, stolen, illegible, incomplete, inaccurate or destroyed entries, and all such entries are void. Blackburn Radio Inc assumes no responsibility for incorrect or inaccurate capture of entry information, technical malfunctions, human or technical error, printing errors, lost, delayed or garbled data or transmissions, omission, interruption, deletion, defect or failures of any telephone or computer lines or networks, emails, computer equipment, servers, software, access providers, or any combination thereof.

IN NO EVENT SHALL BLACKBURN RADIO INC. BE HELD LIABLE TO ENTRANT OR ANY THIRD PARTIES FOR ANY LOSS OR DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (A) THE CONTEST; (B) THE ENTRIES; (C) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (D) THE BREACH OF THE CONTEST RULES; OR (E) THE PRIZE.

14. WHERE CONTEST RULES AND REGULATIONS ARE AVAILABLE

These Contest Rules are available online at www.coolradio.ca or entrant may request a copy of the Contest Rules by sending a self-addressed, stamped envelope to: Blackburn Radio Inc., 117 Keil Drive South, Chatham, Ontario, N7M 5K1 or 2090 Wyandotte Street East, Windsor, Ontario, N8Y 5B2

15. COMPLIANCE WITH LAWS

This Contest is subject to all applicable federal, provincial, territorial and municipal laws and regulations. This Contest is void where prohibited or restricted by law. The entrant hereby irrevocably attorns to the jurisdiction of the Courts of the Province of Ontario.

16. MISCELLANEOUS

In the event that any provision of the Contest Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Blackburn Radio Inc failure to enforce any term of these Contest Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Contest Rules. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest related materials, privacy policy or terms of use on the Website and/or the terms and conditions of the Contest Rules, the Contest Rules shall prevail, govern and control and the discrepancy will be resolved in Blackburn Radio Inc sole and absolute discretion.

This Contest is void where prohibited by law and is subject to all Federal, Provincial and Municipal laws and regulations of Canada and Ontario respectively.