Bell Media Inc. General Contest Rules

- 1. <u>Application</u>. These general contest rules (the "General Contest Rules") apply to contests (each, a "Contest") operated by Bell Media Inc. at the applicable Bell Media Inc. ("Bell Media") radio station (the "Station") on which the Contest is advertised, unless there are specific contest rules for a particular Contest, in which case those specific contest rules will apply. By entering a Contest, entrants agree to be legally bound by these General Contest Rules, and will be deemed to have read and understood these General Contest Rules.
- 2. Eligibility. Unless otherwise stated, to enter a Contest and to be eligible to win, entrant must be a legal resident in the province or territory in which the Station is located. Each entrant must be over the age of majority in his/her province or territory of residence. Employees of Bell Media, its agents, parent, affiliated or related companies, subsidiaries, divisions, prize sponsors, promotional and advertising agencies or of any other entity involved in the development, production, administration, or fulfillment of the applicable Contest, as well as the parents, siblings and children of any such employees and any person domiciled with such employees, are ineligible to enter. Individuals that have won a Station contest within the thirty (30) days preceding the winner selection date for the applicable Contest (as well as those with whom they reside) are also not eligible to enter or to be selected for a prize and may be disqualified.
- 3. Prizing & Contest Period. The details of the prize(s) available to be won (including the number and the approximate retail value of the prize(s) available to be won), the duration and timing of a Contest and any other relevant information of a Contest will be identified through applicable promotional materials, by the on-air host and/or on the Station website (as applicable) at the start (or before the start) of the Contest. Prize(s) may not be exactly as advertised. Prize(s) must be accepted as awarded, may not be sold, transferred and are not convertible to cash. Bell Media reserves the right to substitute a prize, in whole or in part, in the event all or any component of a prize is unavailable. Limit of one (1) prize per household per Contest.
- **4.** Contest Entry. No purchase necessary to enter a Contest. Unless otherwise stated, there is a limit of one (1) entry per person per day per Contest. To enter a Contest, follow the instructions given on-air, on the Station's website and/or via the Station's official social networking page (described below), as applicable.

<u>For call-in entry</u>: Without limiting the foregoing, if entry in a Contest occurs via calling-in to the applicable Station, call-in using the telephone number provided on-air when prompted in order to be the caller who places the call received in the position indicated by the program host (e.g. the 8th caller). If you are such caller, you may be deemed a potential winner and you may also be required to follow the instructions of the Station representative to validate your eligibility (e.g. identify a song).

<u>For online entry</u>: Without limiting the foregoing, if entry in a Contest occurs online, visit the Station website during the applicable Contest entry period and follow the on-screen instructions on the applicable Contest's webpage to complete and submit the online entry form.

<u>For entry via social media</u>: Without limiting the foregoing, if entry in a Contest occurs via one or several of the official social networking pages for the applicable Station, entry must occur during the applicable Contest entry period by means of the applicable third party service or site (each, a "**Third Party Service**"). To enter a Contest by means of a Third Party Service, you must have a valid account with the applicable Third Party Service and are solely responsible to ensure that your account settings allow the applicable Station to view your account as required to administer the applicable

Contest (failing which, you may be disqualified). By creating an account with a Third Party Service, you agree to comply with such Third Party Service's Terms of Service. By entering a Contest by means of a Third Party Service, entrants completely release any such Third Party Service of all liability in relation to his/her participation in the applicable Contest. Entrants acknowledge that the applicable Contest is in no way sponsored, endorsed or administered by, or associated with the Third Party Service(s) and that any questions, comments or complaints regarding any Contest should be directed to Bell Media and not to Third Party Service(s).

<u>For text entry</u>: Without limiting the foregoing, send a text message that includes the Contest word to the short code that was communicated by the Station. Text messaging is not available in all areas. Standard text messaging fees apply (check your carrier plan for your standard text messaging fees). Text Entries shall be deemed to be submitted by the Authorized Mobile Account Holder of the mobile phone used to enter the Contest. "Authorized Mobile Account Holder" of a mobile phone is defined as the natural person who is assigned to a cellular telephone number by a wireless carrier that is responsible for assigning cellular telephone numbers. A potential prize winner may be required to provide proof that he/she is the Authorized Mobile Account Holder associated with the selected Text Entry.

All entries are subject to verification at any time and for any reason. Bell Media reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to Bell Media – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in the applicable Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any entry or other information entered (or purportedly entered) for the purposes of the applicable Contest; and/or (iii) for any other reason Bell Media deems necessary, in its sole and absolute discretion, for the purposes of administering the applicable Contest in accordance with the General Contest Rules and, if provided, any further Contest-related instructions. Failure to provide such proof to the complete satisfaction of Bell Media within the timeline specified by Bell Media may result in disqualification in the sole and absolute discretion of Bell Media The sole determinant of the time for each Contest will be the applicable Station's official clock.

5. Requirements for Photo, Video or Written Submissions. From time to time, a Contest entry mechanism may require you to submit an original photograph, video, written composition (i.e. essay, comment or story) or another form of original submission (each, a "Submission") to Bell Media, subject to instructions provided by the Station and/or its representatives. Submissions must be original and must not include any third party's proprietary content. Bell Media in its sole and absolute discretion may: (i) disqualify any entrant who uses third party proprietary content, at any time; (ii) edit any Submission to blur out any trade-marks or to remove any copyrighted content, including but not limited to, music or video clips, as applicable; and/or (iii) disqualify any Submission that involves anything illegal, potentially or actually dangerous or harmful or containing any element of physical risk. Submissions must not contain any reference to, or likeness of, any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their jurisdiction of residence. Submissions must not include any illegal, defamatory or in any way obscene content. Submissions cannot be a parody or derogatory. Submissions remain the property of the entrant, however by entering a Contest, each entrant: (i) represents and warrants that his/her Submission is her or her original work and does not infringe on any third party rights, including, without limitation, copyright, trade-mark or any other intellectual property rights; (ii) represents and warrants that he/she has all necessary rights from any third party that appears, or is mentioned, in the Submission, including those from the parent or legal guardian if third party is under the age of majority; (iii) grants Bell Media an unlimited, royalty free, irrevocable, right and license to reproduce, post and/or broadcast the Submission in any form of media now

known or hereinafter developed; (iv) waives all moral rights in the Submission in favour of Bell Media; (v) agrees to release, indemnify, discharge and hold harmless Bell Media from any claim or liability arising from or related to the Submission; and (vi) consents to the publication and/or use, in any medium of the Submission for the purpose of administering the applicable Contest and publicity purposes carried out by Bell Media and/or its advertising and promotional agencies without payment or compensation of any kind. Submissions may be showcased by Bell Media at its sole and absolute discretion on a public viewing gallery. Bell Media assumes no responsibility for any claims against infringement of the right of privacy with respect to any Submission.

- **6. Prize Draw**. For Contests where the winner is selected from entries received, a random draw for the prize(s) will take place by a Station representative from all eligible entries received during the applicable Contest period. The potential prize winner will be contacted using the information provided at the time of entry. In the event a potential prize winner cannot be contacted within two (2) business days after the draw, as determined by Bell Media at its sole discretion, or if these General Contest Rules are not adhered to by a potential prize winner, such potential prize winner will be disqualified and will forfeit all rights to the applicable prize.
- 7. Awarding of Prize(s). Proof of identification must be provided upon request. In order to be declared a prize winner, each potential winner must first: (i) correctly answer, unaided, a time limited mathematical skill testing question administered by Bell Media; (ii) be verified as complying with these General Contest Rules (as determined by Bell Media in its sole and absolute discretion); and (iii) sign and return within the time stipulated by Bell Media, a full release and indemnity form ("Release Form") stating that, among other things, he/she agrees to be available and to participate in publicity and/or promotions related to the Contest and/or Bell Media, authorizes Bell Media (including, without limitation, the applicable Station) to broadcast, publish, disseminate and otherwise use his/her name, city/town/village and province/territory of residence, photograph, likeness, sobriquet and voice, in connection with any promotion and/or publicity, and/or for general news, entertainment and/or information purposes at no additional compensation, beyond the awarding of or participation in the applicable prize, accepts the applicable prize as offered and releases Bell Media from any and all liability of any kind relating to the Contest and his/her receipt and use or misuse of the applicable prize.
- **8.** Odds of Winning. For call-in Contests, the odds of winning will depend on the number of eligible calls received. For Contests with online entries (including Contests where entry occurs via social media) or with text entries, the odds of winning will depend on the number of eligible entries received during the Contest period.
- 9. All decisions of the Station or Bell Media with respect to any aspect of a Contest are final and binding on all entrants without right of appeal. Contests are subject to all applicable federal, provincial and municipal laws and regulations. ANY ENTRANT DEEMED BY BELL MEDIA TO BE IN VIOLATION OF THESE GENERAL CONTEST RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF BELL MEDIA AT ANY TIME.
- 10. By entering a Contest, each entrant fully releases Bell Media, its parent companies, subsidiaries, affiliates, prize suppliers, advertising/promotion agencies and any other entity involved in the development, production, administration, or fulfillment of the applicable Contest from all liability of any kind relating to the Contest or his/her participation therein, including, without limitation, any liability related to: (i) any failure of the a website; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure

of any entry or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in a Contest; and/or (v) any combination of the above.

- 11. Bell Media reserves the right to cancel, modify or suspend a Contest or to amend these General Contest Rules at any time and in any way, without prior notice, for any reason whatsoever. Without limiting the foregoing, if for any reason, in the opinion of Bell Media in its sole and absolute discretion, a Contest is not capable of running as originally planned, for example as a result of tampering, unauthorized intervention, fraud, technical failures, mechanical manipulation or any other causes beyond its control, including any automated, macro, script, robotic or other system(s) or programs to enter, Bell Media reserves its right to amend, cancel or suspend the applicable Contest and/or conduct a random draw from all previously received eligible entries. Without limiting the generality of the forgoing, Bell Media reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.
- 12. If it is discovered by Bell Media (using any evidence or other information made available to or otherwise discovered by Bell Media) that any person has attempted to: (i) exceed any of the limits stated in these Rules; and/or (ii) use multiple names, identities, social media accounts, telephone numbers, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or to disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of Bell Media.
- 13. By entering a Contest, each entrant consents to the collection, use and distribution of his/her personal information (information that identifies an entrant as an individual, such as home telephone number, age and home address) by Bell Media for the purposes of implementing, administering and fulfilling the applicable Contest and in accordance with Bell Media's privacy policy, available at http://www.bellmedia.ca/about/Media_Privacy.page. Bell Media will not sell or transmit this information to third parties except for the purposes of administering the applicable Contest. Any inquiry concerning the personal information held by Bell Media should be addressed to the applicable Station. This section does not limit any other consent(s) that an individual may provide Bell Media or others in relation to the collection, use and/or disclosure of their personal information. Where a Contest can be entered via a Third Party Service, you understand that any personal information you share with such Third Party Service may also be used on that Third Party Service as set out in that Third Party Service's own privacy policy.
- **14.** For greater certainty, each prize claimant consents to the use of their name, city of residence, likeness, comments, photograph or voice, without further compensation, in any future publicity carried out by the Station in connection with the applicable Contest.
- **15.** If the identity of an entrant is in dispute, the authorized account holder of the email submitted at the time of entry (if provided) will be deemed to be the entrant. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an internet access provider, on-line service provider, or other organization (e.g. business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the e-mail address in question (if provided).