

## THE FM96 SMASHING PUMPKINS 1979 HOUSE PARTY FLYAWAY RULES

THE SMASHING PUMPKINS 1979 HOUSE PARTY FLYAWAY CONTEST (THE “**CONTEST**”) IS INTENDED TO BE CONDUCTED IN THE PROVINCE OF ONTARIO ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. PARTICIPANTS MUST BE TWENTY-ONE YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. VOID IN WHOLE OR IN PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE “**CONTEST RULES**”).

**1. ELIGIBILITY.** To be eligible for this Contest, an individual must:

- (a) be a legal resident of the province of Ontario;
- (b) be twenty-one (21) years of age or older in the province of Ontario at the time of entry;
- (c) be legally able to travel to The United States of America and have any and all necessary documentation as may be required for presentation to Canadian and/or International customs and airport personnel; and
- (d) be available to travel from June 27, 2018 to June 29, 2018.

Employees of Corus Radio Inc. operating CFPL-FM (the “**Station**”) and its parents, affiliates, subsidiaries, related companies, successors and assigns (together with the Station, the “**Sponsors**”), Live Nation Canada, Inc. and its affiliates, subsidiaries, related companies, successors and assigns (the “**Prize Provider**”), advertising and promotional agencies, and/or the household members of any of the above are not eligible to enter.

The Sponsors shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsors for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

**This Contest is in no way sponsored or administered by Live Nation Worldwide, Inc. All inquiries regarding the Contest should be directed to Sponsors.**

**2. CONTEST PERIOD.** The Contest begins at 12:00 a.m. Eastern Time (“**ET**”) on May 14, 2018 and ends at 11:59 p.m. ET on June 1, 2018 (the “**Contest Period**”) after which time the Contest will be closed and no other entries shall be accepted.

**3. HOW TO ENTER.**

- (a) There is no purchase necessary to enter the Contest. Enter using the method of entry outlined below. No entries will be accepted by any other means.
  - (i) Listen to the Station Monday to Friday, during the Contest Period at 8:20 am. ET and 4:20 p.m. ET for the cue to call to be played (the “**Cue to Call**”). Upon hearing the Cue to Call, listeners are invited to call 519-643-9696 (the “**Contest Line**”). The tenth (10<sup>th</sup>) caller through the Contest Line will qualify to enter the prize draw, (each

a “**Qualifier**”). There will be two (2) Cues to Call each weekday.

- (b) Limit of one (1) entry per Qualifier during the Contest Period. In the case of multiple entries, only the first eligible entry will be considered.
- (c) All entries become the sole property of the Sponsors and will not be returned for any reason. Entries must be received no later than the end of the Contest Period. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. Unless otherwise set out herein, no communication or correspondence will be exchanged with entrants except with those selected as a potential winner.
- (d) Streaming listeners may be listening to a delayed stream of the radio signal, which may vary depending on the device on which you are listening and the speed of the internet connection. Sponsors recommend turning on a radio to the Station for the Cue to Call. Sponsors assume no liability for entrants not making timely phone calls to the Station due to delays in the streamed signal.
- (e) If the telephone connection between the Station announcer and an entrant is not clear, such that the announcer and/or entrant cannot hear each other or the entrant is disconnected, that entrant may, in the sole discretion of the Sponsors, be disqualified and the Releasees (defined below) will not be liable in any way.

#### 4. **PRIZE.**

- (a) **Prize.** There is one (1) prize (“**Prize**”) available to be won by the Prize winner (“**Winner**”) consisting of:
  - (i) A trip for two (2) to Los Angeles, California, USA (the “**Destination**”) which shall include:
    1. Round-trip economy airfare for the Winner and his/her guest (the “**Guest**”) leaving together from the same gateway, on the same itinerary, from a major Canadian airport located near the Winner’s home, as determined by the Sponsors in their sole discretion, to the Destination departing June 27, 2018 and returning June 29, 2018;
    2. Two (2) nights standard hotel accommodation at a Hilton Property hotel to be selected by the Sponsors in their sole discretion for the Winner and Guest based on double occupancy unless otherwise indicated;
    3. One (1) pre-paid cash card in the amount of Two Hundred dollars (\$200.00) to be used towards ground transportation for the Winner and Guest at the Destination;
    4. One (1) YAMAHA guitar for the Winner;
    5. Exclusive access to the ‘Smashing Pumpkins 1979 House Party’ on June 28, 2018 including intimate performance by The Smashing Pumpkins at the Destination;

6. Round-trip shuttle transportation from the hotel to the house party event for Winner and Guest on June 28, 2018;
  7. One (1) pair of tickets to see The Smashing Pumpkins at Budweiser Gardens on August 9, 2018 in London, Ontario;
  8. Hotel taxes and fees; and
  9. Departure taxes
- (b) The Prize has an approximate value of Five Thousand Six Hundred Canadian dollars (CDN \$5,600.00).
  - (c) Winner is not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.
  - (d) The Sponsors and/or the Sponsors' representatives will contact the Winner to coordinate the provision of the Prize within fourteen (14) days once such Winner has been successfully contacted and notified of his/her Prize and fulfilled the requirements set out herein.

**5. PRIZE CONDITIONS.**

- (a) Winner and his/her Guest must be available to travel from June 27, 2018 through June 29, 2018. Should Winner and/or Guest be unable to travel on the dates and times designated by the Sponsors, the Prize will be forfeited and awarded to an alternate winner.
- (b) Winner and Guest will be responsible for all incidental costs and expenses not explicitly included in the Prize, including without limitation, transportation to and from originating airport, travel and medical insurance, travel documentation, airport improvement fees, bag check fees, meals, taxes, gratuities, telephone calls, in-room charges and any other expense not explicitly included in the Prize. Winner may be required to present a valid major credit card upon check-in at the hotel to cover any expenses over and above the standard room charge.
- (c) Guitar model, design and color to be determined at sole discretion of the Prize Provider.
- (d) In the event The Smashing Pumpkins or any of its members are unable to attend the concert and/or the house party for any reason whatsoever or in the event that the concert is cancelled for any reason whatsoever, that portion of the Prize shall be deemed fulfilled and will not be substituted, except in the sole discretion of the Sponsors;
- (e) Guest must be twenty-one (21) years of age or older, be legally able to travel to the Destination, and have any and all necessary documentation as may be required for presentation to Canadian and/or International customs and airport personnel, and comply with the Contest Rules and sign and return the Release (described below).
- (f) Prize must be accepted as awarded and cannot be transferred, assigned, substituted or

redeemed for cash, except at the sole discretion of the Sponsors. Any unused, unclaimed or declined portion of a Prize will be forfeited, have no cash value and the Sponsors shall have no obligation to provide either an alternative or value-in-kind. The Sponsors reserve the right, in their sole discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason.

- (g) The Sponsors shall not assume any liability for lost, damaged or misdirected Prizes.

## 6. **WINNER SELECTION.**

One (1) Winner shall be selected as follows:

- (a) On or about June 4, 2018 in London, Ontario, one (1) Qualifier will be selected by a random draw from all eligible entries received during the Contest Period. Before being declared a Winner, the selected entrant shall be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited, mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail, to comply with the Contest Rules and sign and return the Release (described below).
- (b) The odds of being selected as a potential Qualifier are dependent upon the total number of people who call the Contest Line during a Cue to Call. Once a Qualifier, the odds of being selected as a potential winner are one (1) in twenty-eight (28).
- (c) **THE SELECTED ENTRANT WILL BE NOTIFIED BY TELEPHONE NO LATER THAN JUNE 4, 2018 AT 12:00 P.M. ET AND MUST RESPOND WITHIN TWO (2) BUSINESS DAYS OF NOTIFICATION.** Upon notification, the selected entrant must respond by telephone or e-mail (as specified in the notification) to the contact number or e-mail address provided no later than the indicated deadline set out in the Contest Rules and/or the notification. If the selected entrant does not respond accordingly, he/she will be disqualified and will not receive a Prize and another entrant may be selected in the Sponsors' sole discretion until such time as an entrant satisfies the terms set out herein. The Sponsors are not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsors to receive a selected entrant's response.
- (d) If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible Prize claimants after the Contest's closing date to award the correct number of Prizes.

- 7. **RELEASE.** Winner and Guest will be required to execute a legal agreement and release ("**Release**") that confirms Winner's and Guest's: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of each of the Sponsors, the Prize Provider, and their respective parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the "**Releasees**") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising

therefrom; and (iv) grant to the Sponsors of the unrestricted right, in the Sponsors' collective or individual discretion, to produce, reproduce, display, publish, convert, post, serve, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the Winner's and Guest's name, statements, image, likeness, voice and biography, in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof. The executed Release must be returned within two (2) business days of the date indicated on the accompanying letter of notification or the verification as a Winner or the selected entrant will be disqualified and the Prize forfeited.

- 8. INDEMNIFICATION BY ENTRANT.** By entering the Contest, each entrant releases and holds Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from: (a) their participation in the Contest or any Contest-related activity; (b) the acceptance, use, or misuse of any Prize; or (c) any breach of the Contest Rules. Each entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the entrant's participation in the Contest, without limitation.
- 9. LIMITATION OF LIABILITY.** The Sponsors assume no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Sponsors are not responsible for any incorrect or inaccurate information, whether caused by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. The Sponsors assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsors assume no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsors, such as tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest.
- 10. CONDUCT.** By participating in the Contest, each entrant is deemed to have executed and agrees to be bound by the Contest Rules, which will be posted at <https://fm96.com> and made available at the Station's studios, located at 380 Wellington St, Room 222, London, ON, N6A 5B5 throughout the Contest Period. Each entrant further agrees to be bound by the decisions of the Sponsors, which shall be final and binding in all respects. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any Sponsors' property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass the Sponsors or any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION. Winner and Guest must at all times behave appropriately when taking part in the trip and exclusive concert performance and observe the Contest Rules and any other rules or regulations in force at the Destination. The Sponsors reserve the right to remove from the trip and exclusive concert performance or location, any Winner

and/or Guest who breaks such rules and/or fails to behave appropriately and to disqualify such Winner and/or Guest.

**11. PRIVACY / USE OF PERSONAL INFORMATION.**

- (a) By participating in the Contest, each entrant: (i) grants to the Sponsors the right to use his/her name, mailing address, age range, telephone number and e-mail (collectively the “**Personal Information**”) for the purpose of administering the Contest, including but not limited to contacting and announcing the Winners and coordinating the provision of the Prizes; (ii) grants to the Sponsors the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (iii) acknowledges that the Sponsors may disclose his/her Personal Information to third-party agents and service providers of any of the Sponsors in connection with any of the activities listed in (i) and (ii) above.
- (b) Sponsors will use the entrant’s Personal Information only for identified purposes, and protect the entrant’s Personal Information in a manner that is consistent with the Sponsors’ Privacy Policy at: <https://www.corusent.com/privacy-policy/>.

**12. INTELLECTUAL PROPERTY.** All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations is owned by the Sponsors and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

**13. TERMINATION.** The Sponsors reserve the right, in their sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.

**14. LAW.** These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsors. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsors in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction’s laws.

**15. DISCREPANCY.** In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.

**16. SOCIAL MEDIA.** This Contest is in no way sponsored, endorsed or administered by any social media platforms on which the Contest may have been promoted and/or publicized, including but not limited to Facebook and/or Twitter. Any personal information provided in connection with the Contest is being provided to the Sponsors and any questions, comments or complaints regarding the Contest must be directed to the Sponsors.