

CONTEST RULES
(the “Official Rules”)

CityNews Ottawa Weather Guarantee
(the “Contest”)

These Official Rules govern the Contest. By participating or attempting to participate in the Contest, you will be deemed to have read, understood, and agreed to be bound by these Official Rules.

1. WHO ARE THE SPONSORS?

The Contest is sponsored and administered by Rogers Communications Inc. or one of its subsidiaries or affiliates (“**Rogers**”).

Rogers and any co-sponsors of the Contest are referred to collectively or individually as the “**Sponsors**”.

This Contest is in no way sponsored, endorsed, administered by or associated with any third party social media or social networking service or site (each a “**Third Party Service**”), including but not limited to Facebook, Instagram and/or Twitter. Any questions, comments or complaints regarding the Contest should be directed to Rogers and not to any Third Party Service.

2. WHO IS ELIGIBLE TO ENTER?

To be eligible to enter this Contest, an individual must:

Ontario

- (a) be a legal resident of the province of Ontario who has reached the age of majority as of the date of entry.
- (b) 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 the Station will be determined by Rogers.

3. WHEN DOES THE CONTEST START/END?

The Contest is ongoing. All times referenced in these Official Rules are Eastern.

4. HOW DO I ENTER THE CONTEST?

No purchase is necessary to enter the Contest. Enter using the method of entry outlined below. No entries will be accepted by any other means.

- 1) To enter online, go to <https://ottawa.citynews.ca/contests/weather-guarantee/> (the “**Contest Website**”) during the Entry Period and complete and submit the online entry form as instructed.

5. HOW MANY TIMES MAY I ENTER THE CONTEST?

In the case of multiple entries into a contest with defined entry limitations, only the first eligible entry will be considered.

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.

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; and
- (f) you waive and forever discharge the Sponsors, 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, including participating in travel or any activity related to the 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 are monetary prizes of at least \$500 CDN available to be won in the Contest, as follows:

- At the start of the Contest, there will be a jackpot of CDN \$500 available to be won.
- Each morning during the Contest Period at approximately 5:31 a.m., the Station will announce an expected high temperature for that day (the “**Station Daily High Temperature**”).
- If the daily high temperature, as registered at Ottawa Macdonald-Cartier International Airport from Environment Canada’s daily weather web page (the “**Official Daily High Temperature**”), is off by

more than three degrees Celsius (using whole numbers only) (“Off”) from the Station Guaranteed Temperature, then the jackpot will be available to be won on the following work day. If, however, the Official Daily High Temperature is not Off from the Station Guaranteed Temperature, then the jackpot will increase by CDN \$25, as of the following day. If the Official Daily High Temperature is Off from the Station Guaranteed Temperature and the jackpot is made available to be won but is not awarded, then the jackpot will increase by CDN \$25 as of the following day. If the Official Daily High Temperature is Off from the Station Guaranteed Temperature and the jackpot is awarded, then the jackpot will revert to CDN \$500 for the following day. The value of the jackpot will be announced on-air every week day (excluding holidays).

Monetary prizes will be awarded by cheque in the name of the winner. Cheques may take up to 6 weeks to be issued following the confirmation of a winner.

9. ARE THERE ANY PRIZE CONDITIONS?

All prize particulars will be determined by the Sponsors in their sole discretion. 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) Except for gift cards, vouchers or cash prizes, the 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 Sponsors reserve the right, in their sole discretion, to substitute a prize, in whole or in part, with a prize or prize component of equal or greater value if the prize or any component thereof cannot be awarded for any reason;
- (c) The prize must be accepted as awarded and may not be transferred or resold, 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; and
- (d) Any unused portion of the prize, once awarded, will be deemed forfeited. The prize will not be replaced if lost, destroyed, mutilated or stolen.

10. HOW WILL THE POTENTIAL WINNER(S) BE SELECTED?

Every morning at 5:31 a.m., the Station will announce whether, on the previous weekday morning, it was Off from the Station Guaranteed Temperature. If the Station was Off on the previous weekday morning's Station Guaranteed Temperature, then the Station will conduct a random draw at approximately 3:45 p.m. from among all eligible entries received on the day of the draw. One (1) entrant will be selected and the Station will announce his/her name on the radio after the traffic and weather report at approximately 7:21 a.m. The selected entrant will have 20 minutes to telephone the Station (and for clarity, to speak with a Station representative) at 613-736-2020 in order to be deemed a potential winner of the jackpot. If a selected entrant is unable to reach the Station within the time allotted, the prize will be deemed forfeited by the selected entrant, and the jackpot will grow by CDN \$25 for the following day, as contemplated in Section 8 of these Official Rules, above. Upon the confirmation of a potential winner, a new contest will be generated and all previous entries will no longer be valid. Only new entries will carry forward. There is one prize per contesting flight

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 Official 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.

11. HOW CAN A POTENTIAL WINNER BECOME A WINNER?

Before being declared a winner, a selected entrant must:

- (a) correctly answer, without assistance, a time-limited, mathematical skill-testing question to be administered by the Sponsors;
- (b) be in compliance with these Official Rules;
- (c) sign and return, within any designated time period, a release of liability and consent to publicity form (the “**Release Form**”) and any other documentation as reasonably required. If the potential winner is a minor, their parent or legal guardian must sign and return the Release Form. The Sponsors may require winner’s guest(s) to sign and return, within any designated time period, a Release 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; and
- (d) at the request of the Sponsors, provide proof of identification to confirm eligibility or to claim a prize, or provide proof that they are 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 prior to each draw and on the Station’s ability to correctly or incorrectly predict the daily high temperature.

13. HOW DO I CLAIM A PRIZE?

Once a potential winner is confirmed as a winner, prize distribution will be promptly coordinated. Except as otherwise indicated by the Sponsors, a winner must personally take delivery of the prize as instructed within thirty (30) days of being notified that such prize is available or within such other time period as may reasonably be advised. If a winner fails to take delivery of the prize as instructed, the prize will be deemed forfeited.

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 you:

- (a) 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) 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) 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) 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 (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) you elect to receive Commercial Communications from a party other than Rogers;
- (c) to coordinate the fulfillment or provision of the prize with a prize supplier; and/or
- (d) if you have been asked to sign and return a Release 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; and/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 Contest is subject to applicable federal, provincial and municipal laws and regulations. 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 reserve the right, in their sole discretion, to cancel, modify, or suspend the Contest or amend these Official Rules at any time, for any reason whatsoever, subject to prior approval by the Régie des alcools, des courses et des jeux, if legally required.

You may not amend these Official Rules in any way.

19. COULD THE SPONSORS DISQUALIFY OR BAN SOMEONE FROM A CONTEST?

The Sponsors reserve the right, in their sole discretion, to disqualify any entrant from the Contest, or prevent any entrant from future participation in a contest, that 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 and/or the Contest Website;
- (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; and/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.