



## Official Contest Rules & Regulations

### CIGM-FM | THE NEW HOT 93.5

### Battle of the Bad Birthdays



**1. Dates/Terms/Eligibility.** CIGM-FM (The New HOT 93.5) – Stingray (the "Station") has set an expiry date of January 18<sup>th</sup>, 2019 for **Battle of the Bad Birthdays** (the "Contest"), however it reserves the right to terminate or extend the Contest at any time for any reason, without liability or notice. Any material changes will be broadcast on the Station and posted on its official website ([www.hot935.ca](http://www.hot935.ca)), within the Contest section. The Contest is open to legal Canadian Residents and students 18 years of age or older, residing in the province of Ontario. There is no purchase necessary to participate or to win. Employees or agents of the Station, all other Stingray Radio stations in Canada, or any entity associated with the Contest, as well as members of the same household of any such employee or agent may not participate.

**2. Prizes.** The following (3) Grand Prizes are available to be won.

- KUPP Supreme Party Package (visit [www.kidsultimateplaycentre.ca](http://www.kidsultimateplaycentre.ca) for more details)
- \$250 New Sudbury Shopping Centre Gift Card
- One DQ ice cream cake

The odds of winning a Grand Prize will depend on the number of listeners who apply online at , [www.hot935.ca](http://www.hot935.ca).

**3. How To Enter.** NO PURCHASE NECESSARY. To enter, you must comply with the eligibility criteria set out in these Contest Rules within the Contest Period. To win, the player must fill out the online form at [www.hot935.ca](http://www.hot935.ca). Once entered, The Morning HOT Tub with G-Rant & Sherri K will choose four qualifying submissions to read on-air from January 14<sup>th</sup>, 2019 to January 17<sup>th</sup>, 2019. Out of the four qualifiers there will be a draw for the winner. Winner of the Grand Prize will be contacted by The Morning HOT Tub with G-Rant & Sherri K Friday, January 18<sup>th</sup>, 2019. Winner MUST answer their phone in order to win.

Grand Prizes are nontransferable or exchangeable and may not be substituted, except by sponsors for reasons of unavailability. In which case, a prize of equal or greater value will be awarded. The Station assumes no responsibility or liability for damages, loss, or injury resulting from acceptance or use of the Prize. The Prize is only valid at Kids Ultimate Play Centre Sudbury (1965 Lasalle Blvd., Sudbury, ON), The New Sudbury Shopping Centre (1349 Lasalle Blvd., Sudbury, ON) and Dairy Queen (1244 Kingsway, Sudbury, ON).

**4. Conditions/Restrictions.** In order to be declared a 'Winner', the selected participant(s) will be required to correctly answer, unaided, a time-limited, mathematical skill-testing question, to be administered by the Station. Each Winner will be required to produce identification satisfactory to the Station and also be required to sign and return (within 10 business days of being notified by the Station) an affidavit of eligibility and release, including a publicity release as prepared by the Station prior to receiving their prize, otherwise he or she will be deemed to have forfeited their prize.

Winners will be responsible for any additional taxes or fees that result from the receipt and/or use of their prize. The Contest is void where prohibited by law. Anyone using fraudulent means to participate and/or win the Contest will be disqualified. Participants are only eligible to be declared a Winner once during the Contest.

**5. Liability limit – running of the contest.** The Station is not responsible for errors, problems or delays in the mail, or any technical malfunction of any telephone or online web systems that may prevent listeners from participating in the Contest. Participants can call the Station main line (705-560-8323) if they have any questions in relation to the Contest. Decisions of the Station are final. CIGM-FM, The New HOT 93.5 is not responsible for replacing tickets in the event of show cancellations as a result of the weather, promoter or performer, nor is CIGM-FM responsible for replacing, re-booking or re-scheduling missed or canceled flights, trains or any other modes of transportation

associated with the prize.

**6. Publicity and Personal Information Consent.** Without limiting any other provision of these Official Contest Rules and Regulations, by participating in the Contest, all participants consent to the use of their names, city of residence, voice, appearance or other recordings of him or herself whether video, photographic or otherwise ("Likeness") in any Contest related publicity or internet posting without compensation, do hereby grant to the Station all copyright and other property rights in their Likeness, and waive all moral rights therein.

The Station is collecting personal data about participants for the sole purpose of administering this Contest. No further informational or marketing communications will be received by the participant unless he or she provides the Station with explicit permission to do so.

**7. Release and Indemnification.** In exchange for the right to participate in the Contest, each participant agrees to release and indemnify the Station, Newcap Radio and its officers, directors, agents, parent companies, subsidiaries and employees (the "Released Parties"), from any and all claims, demands and/or causes of action of any nature or kind whatsoever, whether presently known or unknown, foreseen or unforeseen, that arise out of the participant's participation in the Contest, the acceptance, use or misuse of any prize, or use or misuse of the participant's Likeness.

**8. Disqualification.** The Contest Organizers reserve the right to disqualify any person or cancel one or more entries of any person participating in this Contest or trying to participate by means contrary to these Contest Rules or in a manner which is unfair to other entrants (e.g.: use of an Entry Form obtained from an unauthorized source, entries exceeding the limit allowed, computer hacking, etc.). Any attempt to tamper with the entry process, interfere with these Contest Rules, deliberately damage any website or undermine the administration, security or legitimate operation of the Contest, is a violation of criminal and civil laws and the Contest Organizers reserve the right to seek damages and/or other relief from all persons responsible for such acts to the fullest extent permitted by law, which may include banning or disqualifying entrants from this and future contests. Such person may be referred to the appropriate judicial authorities.

**9. Rules.** This contest is subject to all applicable federal, provincial and municipal laws. By entering, each participant agrees to abide by these rules and regulations and the decisions of the Station judges which are final with respect to all aspects of the contest. Any violation of these rules will result in disqualification. The Contest Organizers reserve the right to disqualify any person or cancel one or more entries of any person participating in this Contest or trying to participate by means contrary to these Contest Rules or in a manner which is unfair to other entrants (e.g.: use of an Entry Form obtained from an unauthorized source, entries exceeding the limit allowed, computer hacking, etc.). Any attempt to tamper with the entry process, interfere with these Contest Rules, deliberately damage any website or undermine the administration, security or legitimate operation of the Contest, is a violation of criminal and civil laws and the Contest Organizers reserve the right to seek damages and/or other relief from all persons responsible for such acts to the fullest extent permitted by law, which may include banning or disqualifying entrants from this and future contests. Such person may be referred to the appropriate judicial authorities. Copies of these rules are available on the Station's website ([www.hot935.ca](http://www.hot935.ca)) under the Contest listing, in person at the Station's studios (493-B Barry Downe Road, Sudbury, Ontario, P3A 3T4) during regular business hours (Monday to Friday, 8:30am to 4:30pm), or by sending a request, along with a self-addressed stamped envelope, to the Station's studios address.