

CONTEST RULES
(the “Official Rules”)

WHAT WOULD YOU DO TO SEE AEROSMITH LIVE IN CONCERT?
(the “Contest”)

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

1. WHO ARE THE SPONSORS?

The Contest is sponsored and administered by Rogers Communications Inc. or one of its subsidiaries or their affiliates (“**Rogers**”), on behalf of JACK 96.9 (the “**Station**”).

The following entities are co-sponsors of the Contest: Me and Lewis and New West Travel

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

Although the Contest may be communicated, promoted, or administered by means of a third party social media or social networking service or site (a “**Third Party Service**”), the Contest is not sponsored, endorsed or administered by, or associated with, any Third Party Service; any questions, comments or complaints regarding the Contest should be directed to Rogers and not to any Third Party Service.

2. WHO MAY ENTER THE CONTEST?

The Contest is open only to residents of the Province of British Columbia who are 21 years of age or older as of the date of entry and who reside within the listening range of the Station. 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.

The following individuals are not eligible to enter the Contest:

- (a) employees, officers, directors, agents, and representatives of: (i) the Sponsors, or any of their respective parents, subsidiaries or affiliates; (ii) any prize suppliers; (iii) any and all other companies associated with the Contest;
- (b) a household member of any of the individuals listed in (a), above, whether or not related;
- (c) members of the immediate family (spouse, parent, child, sibling) of the individuals listed in (a), above
- (d) individuals who have won any Station contest within the 30 days preceding the start of the Contest
- (e) individuals who have won any prize valued at approximately \$1,000 or more from the Station within six (6) months of selection as a potential winner of the Contest.

3. WHEN DOES THE CONTEST START/END?

You may enter the Contest at 8:00am Friday, March 1, 2019 to 10:00am on Friday April 5, 2019 (“**Entry Period**”). All times referenced in these Official Rules are PST.

4. HOW DO I ENTER THE CONTEST?

No purchase is necessary to enter the Contest.

To enter the Contest: (i) go to www.jack969.com during the Entry Period; (ii) click on the Contest banners, buttons or links to access the online entry form for the Contest; (iii) complete the online entry form as instructed, including all required information, plus your answer to the question “What would you do to see

Aerosmith live in concert (“**Submission**”); and (iv) submit your completed online entry form as instructed during the Entry Period.

Your Submission

- must consist of a task, action or activity that you are willing to perform live;
- must be feasible;
- shall be acceptable for the public, including children;
- shall not, at the sole discretion of Rogers, involve any risks, dangers and hazards for yourself or any other individual or third party;
- shall not, at the sole discretion of Rogers, involve any action or activity of sexual nature;
- shall not, at the sole discretion of Rogers, be considered as abusive, discriminatory, defamatory or in any way inappropriate.

Moderation by Rogers: If Rogers, at its sole and entire discretion, determines that a Submission does not respect the applicable conditions described above, Rogers reserves the right to disqualify the said Submission, at its sole discretion and without further notice.

As part of the process to determine the potential winners, eligible Submissions will be judged based on the Criteria defined in Section 10 below. A minimum score of 80% must be achieved to qualify and the entrants associated with the top Submissions will be required to perform the task, action or activity described in their Submission to be eligible to win a prize.

5. HOW MANY TIMES MAY I ENTER THE CONTEST?

There is a limit of one entry per person/email address. By way of illustration, if two or more otherwise eligible individuals share a single email address, only one of them may enter the Contest; and, if an eligible individual has multiple email addresses, he or she may only enter the Contest once in respect of only one of those email addresses.

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.

In addition, 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;
- (f) you agree that the Sponsors shall have the right at any time to require proof of identity or eligibility to enter the Contest; failure to provide any such proof upon request may result in disqualification;
- (g) you release 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, or any travel or activity related to any 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 ten (10) trip prizes for two (2) available to be won in the Contest (“**Trip Prize**”) to Las Vegas, Nevada (“**Destination**”) to see Aerosmith live in concert.

Each Trip Prize includes:

- Roundtrip airfare based on economy class for two (2) persons from Vancouver to Las Vegas
 - Departing Vancouver, BC on Tuesday, June 18, 2019 at 9:00 AM
 - Departing Las Vegas, NV on Thursday, June 20, 2019 at 8:45 PM
- 2 night deluxe hotel accommodation at The Park MGM Las Vegas (double occupancy)
- Premium lower level tickets to see Aerosmith live in concert at The Park MGM Las Vegas on June 19, 2019
- Welcome Tour down the famous Las Vegas Strip
- Welcome reception
- Return transportation to the airport on June 20, 2019
- Airline taxes and daily resort fee at The Park MGM Las Vegas
- All taxes and processing fees
- Taxes (including, but not limited to, departure taxes, air seat/airline taxes and applicable federal, provincial, municipal, state and/or local taxes)

Approximate retail value of each Trip Prize is \$1,200 CAD

Actual value may vary based on prize particulars. All prize particulars will be determined by the Sponsors.

The following terms and conditions apply to any Trip Prize awarded in this Contest:

(a) **Not included in each Trip Prize:**

- Ground transportation not specifically mentioned above (including transportation to and from you and your guest(s) homes)
- Airport improvement fees

- Insurance (including, but not limited to, travel insurance, medical insurance and trip cancellation insurance)
- Sightseeing tours and other in-destination activities
- Excess baggage fees
- Costs associated with obtaining travel documents (including, but not limited to passports and visas)
- Costs associated with obtaining necessary vaccinations
- Items of personal nature

Travel is valid from June 18 to June 20, 2019 (the “Travel Period”)

- You accept the prize “as is” otherwise it will be forfeited
 - If you are unable to travel during the Travel Period, you will be required to forfeit the prize and an alternate winner may be selected at Sponsors sole discretion
 - Once reservation is made, they cannot be changed
 - You and your travel guest(s) must be in possession of a valid passport and 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
 - All airline tickets are subject to flight variations, work stoppage, and schedule or route changes
 - Sunwing reserves the right to structure travel routes in its sole discretion. No refund or If the prize, or any portion thereof, is unused, it cannot be carried forward and will be forfeit
 - Elements of the prize (including, without limitation, airfare and lodging) may not be used towards frequent flyer miles or other loyalty programs
 - You and your guest must comply with all applicable laws, including but not limited to, all local laws while in destination
 - 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 Sunwing in its sole discretion
 - Sponsor 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.
- (b) Each traveller must be 21 years of age or older, unless accompanied by a parent or legal guardian of 21 years of age or older.
- (c) A prize supplier may require a valid major credit card to be presented by a traveller for deposit or damage protection purposes.
- (d) If the winner elects to travel with a fewer number of guests than the number of guests provided in the prize description above, no additional compensation will be awarded under any circumstances.
- (e) The travellers are responsible for: ensuring they have all necessary travel documents prior to travel; any and all applicable taxes; any additional expenses not included in the prize as described in these Official Rules.
- (f) The Releasees are not responsible for: any cancellations, alterations, delays, diversions or other changes to the trip itinerary; any costs or expenses incurred as a result of any changes to the trip itinerary; or any damages, loss or liability in the event any traveller is denied the ability to travel, whether due to airport restrictions or otherwise. The Sponsors are only responsible for the prize elements listed in these Official Rules, subject to the terms and conditions contained in these Official Rules.
- (g) All tickets issued in connection with the prize are not eligible for frequent flyer miles. Once reservations are made, they cannot be changed, save as otherwise determined by the Sponsors or prize suppliers.
- (h) The Sponsors and prize suppliers have the right to disqualify or remove any traveller from any activity at any time if he or she is at any point uncooperative, disruptive, abusive, or unobservant of applicable rules, laws or regulations, or likely to cause or has caused damage to person, property, or the reputation of the Sponsors or prize suppliers.

9. ARE THERE ANY PRIZE CONDITIONS?

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) 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 prize may be substituted, in whole or in part, with a prize or prize component of equal or greater value if the prize or prize component cannot be awarded for any reason.
- (c) The prize must be accepted as awarded and may not be transferred, 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.
- (d) The prize may not be resold.
- (e) 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 TRIP WINNER(S) BE SELECTED?

On the dates and times in the Contest Schedule below, all eligible entries received during the corresponding period will be judged by a panel of judges comprising representatives of the Station, based on the following criteria [originality 33%, creativity 33%, and Relevance of Submission to Contest theme (33%)] (the “Criteria”).

Entrants must receive a minimum score of 80% for their Submission to qualify in the Contest (each such entrant a “Qualifier”). For each Entry Period as per the Contest Schedule below, the two Qualifiers having achieved the highest score will be the potential winners of that given Entry Period and will be notified using the information provided at the time of entry.

Should there be no Qualifiers in a given Entry Period, no prize will be awarded for that Entry Period and the prizes will carried forward to the next Entry Period or the prize may be cancelled.

Non-selected entries in a given week will be carried forward to the next week.

To be eligible to win a prize in this Contest and to be declared a winner, each potential winner will be required to perform the task, action or activity described in their Submission, at the time, date and/or location as may be determined the Sponsors, in addition to sign a release as described in Section 11(c) below.

CONTEST SCHEDULE				
	Entry Period Collection of Submissions	Completion of Judging of the Submissions received for the corresponding period	Period during which potential winners must perform the task, action or activity described in their Submission	# of Trip Prizes to be awarded
1	March 1, 2019 to March 8, 2019 at 9:59am	March 8, 2019 at 10am	Week of March 11, 2019	2
2	March 8, 2019 at 10am to March 15, 2019 at 9:59am	March 15, 2019 at 10am	Week of March 18 2019	2
3	March 15, 2019 at 10am to March 22, 2019 at 9:59am	March 22, 2019 at 10am	Week of March 25, 2019	2
4	March 22, 2019 at 10am to March 29, 2019 at 9:59am	March 29, 2019 at 10am	Week of April 1, 2019	2
5	March 29, 2019 at 10am to April 5, 2019 at 9:59am	April 5, 2019 at 10am	Week of April 8, 2019	2

In the event any potential winner does not respond to the notification by Rogers within two (2) business days, declines to perform the task, action or activity as described in their Submission, declines a prize for any reason, or does not meet the requirements set forth in these Official Rules, as determined by the Sponsors, the selected entrant will be disqualified and, time permitting, an alternate entrant may be randomly selected from among remaining eligible entries, or the prize may be cancelled.

11. HOW CAN A POTENTIAL WINNER BECOME A WINNER?

To be declared a winner, a potential winner:

- (a) must correctly answer, without assistance, a time-limited, mathematical skill-testing question to be administered by the Sponsors;
- (b) must be in compliance with these Official Rules;
- (c) must sign and return, within any designated time period, a release of liability and consent to publicity form and any other documentation as reasonably required. The Sponsors may require any winner's guest to sign and return, within any designated time period, a release of liability and consent to publicity 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;
- (d) may be required to provide proof of identification to confirm eligibility or to claim a prize, or provide proof that he or she is 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.

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:

- (a) you 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) you 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) you 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) you 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) if you elect to receive Commercial Communications from a party other than Rogers, Rogers will disclose your personal information to that other party for that purpose;
- (c) if you are a potential prize winner, Rogers may disclose your personal information to any prize supplier for purposes of prize fulfillment; and
- (d) if you have been asked to sign and return a release of liability and consent to publicity 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; 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 laws of the province or territory in which you reside apply to the Contest.

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 may cancel, modify, or suspend the Contest or amend these Official Rules for any reason whatsoever, subject to prior approval by the Régie des alcools, des courses et des jeux, if legally required. For example, if for any reason the Contest is not capable of running as originally planned, the Sponsors may adjust any of the dates, timeframes or other Contest mechanics, or suspend or cancel the Contest.

You may not amend these Official Rules in any way.

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

The Sponsors may disqualify without notice or ban someone from the Contest or any future contest for any other reason, including if the Sponsors find that a person 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;
- (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; 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.