

Q107 TUBA TO Q-BA CONTEST RULES

THE Q107 TUBA TO Q-BA CONTEST (THE “**CONTEST**”) WILL 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 OF THE AGE OF MAJORITY IN THE PROVINCE OF ONTARIO OR OLDER AT THE TIME OF ENTRY. VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE “**CONTEST RULES**”).

1. **ELIGIBILITY.**

1.1 To be eligible for this Contest, an individual must:

- (a) be a legal resident of the province of Ontario;
- (b) be of the age of majority in the province of Ontario or older at the time of entry;
- (c) reside within a sixty (60) kilometer radius of the city of Toronto, Ontario; and
- (d) be legally able to travel to Cuba and have any and all necessary documentation that may be required for presentation to Canadian and/or International customs and airport personnel.

1.2 The following people are not eligible to enter the Contest:

- (a) Employees of Corus Radio Inc., operating as CILQ-FM (the “**Station**”) and its parent, affiliates, subsidiaries, related companies, successors and assigns (together with the Station, “**Corus**”);
- (b) Employees of Cuba Tourist Board, its affiliates, subsidiaries, related companies, successors and assigns (collectively, “**Cuba Tourist Board**”, together with Corus, the “**Sponsors**”);
- (c) Any person who has been confirmed as a winner of any previous Station administered contests within sixty (60) days preceding the Contest start date indicated below where the prize was valued over one-hundred Canadian dollars (CDN\$100.00); and
- (d) The household members of any of the parties listed in Section (a) to (c) above.

1.3 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 information that does not meet these requirements.

2. **CONTEST PERIOD.** The Contest begins at 7:00 a.m. Eastern Time (“**ET**”) on March 4, 2024 and ends at 5:05 p.m. ET on April 12, 2024 (the “**Contest Period**”) after which time the Contest will be closed and no further entries shall be accepted.

3. HOW TO ENTER.

- 3.1 There is no purchase necessary to enter the Contest. To enter listen to the Station weekdays during the Contest Period (except statutory holidays) at approximately 7:00 a.m., 11:00 a.m. and 5:00 p.m. ET for your cue to call (the “**Cue to Call**”) to be played. Upon hearing the Cue to Call, listeners are invited to call 416-870-7625 (the “**Contest Line**”). No entries will be accepted by any other means.
- 3.2 Limit of one (1) selection as Contestant (as defined in Section 6.1(a) below) during the Contest Period. In the case of multiple entries, only the first eligible entry will be considered.
- 3.3 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.
- 3.4 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.
- 3.5 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 in Section 7 below) will not be liable in any way.

4. PRIZES.

- 4.1 There are six (6) prizes (each, a “**Prize**”, collectively the “**Prizes**”) available to be won by the Prize winner (each a “**Winner**”, collectively the “**Winners**”) each consisting of a trip for two (2) to one (1) of either Cayo Coco, Holguin, Varadero or Cayo Santa Maria, Cuba (as selected by Cuba Tourist Board in their sole discretion)(each a “**Destination**”, collectively the “**Destinations**”) which shall each include the following:
 - (a) Round-trip economy airfare for the Winner and their guest (the “**Guest**”) leaving together from the same gateway, on the same itinerary, from a Greater Toronto area airport, as determined by the Sponsors in their sole discretion, to a Destination;
 - (b) Ground transportation for the Winner and Guest between the airport and hotel at the Destination;
 - (c) Seven (7) nights hotel accommodation at a hotel or such other venue to be selected by the Sponsors in their sole discretion for the Winner and Guest based on double occupancy unless otherwise indicated;
 - (d) an all-inclusive meal plan for Winner and Guest for the duration of the stay at the hotel; excluding Cayo Guillermo Resort Kempinski, Cayo Guillermo, Cuba
 - (e) taxes (including departure taxes, air seat/airline taxes, hotel taxes, and applicable federal,

provincial, municipal taxes) and processing fees.

- 4.2 Each Prize has an approximate value of five thousand Canadian dollars (CDN \$5,000.00). Actual value of Prize will depend on departure city.
- 4.3 Winners are not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.
- 4.4 The Sponsors and/or the Sponsors' representatives will contact each Winner to coordinate the provision of the Prize within two (2) days once such Winners have been successfully contacted and notified of their Prize and fulfilled the requirements set out herein.

5. PRIZE CONDITIONS.

- 5.1 All bookings and/or reservations are subject to availability at time of booking. Black-out dates may apply. Winner and their Guest must be available to participate in the Prize prior to October 31, 2024. Should Winner and/or Guest be unable to participate on the dates and times designated by the Sponsors, the Prize will be forfeited and awarded to an alternate winner.
- 5.2 Winners and Guests will be responsible for any other expense not explicitly included in the Prize including but not limited to transportation to and from originating airport, travel and medical insurance, travel documentation, airport improvement fees, bag check fees, taxes not covered in the Prize, gratuities, telephone calls, and in-room charges. Winners 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.
- 5.3 In the case of event tickets, gift cards or gift certificates, the terms by which the event tickets, gift cards or gift certificates may be redeemed are governed by the applicable retailer or service provider. Corus is not responsible for administering or ensuring compliance with the terms and conditions of the event tickets, gift cards or gift certificates.
- 5.4 Guests must: (i) be of the age of majority or older in their province or territory of residence; (ii) be legally able to travel to a Destination and have any and all necessary documentation as may be required for presentation to Canadian and/or International customs and airport personnel; and (iii) comply with the Contest Rules and sign and return the Release (described in Section 7 below).
- 5.5 Prizes 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 the Prize (or any portion thereof) cannot be awarded for any reason.
- 5.6 Shipped Prizes shall not be insured and the Sponsors shall not assume any liability for lost, damaged or misdirected Prizes.

6. WINNER SELECTION.

- 6.1 Seven (7) Winners shall be selected as follows:
 - (a) The one hundred seventh (107th) caller through the Contest Line for each Cue to Call will

be chosen to play (each a “**Contestant**”). The Station will play one (1) second of a song and if the Contestant can correctly identify the song they will win a Prize. If the Contestant cannot correctly identify the song, they will not receive a Prize. For each day the song is not identified, one (1) additional second of the song will be added for the next Contestant.

- (b) Each entrant shall be eligible to win only one (1) Prize. The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Sponsors. Before being declared a Winner, each 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 to sign and return the Release.
- (c) EACH SELECTED ENTRANT WILL BE NOTIFIED BY TELEPHONE AND/OR E-MAIL NO LATER THAN APRIL 12, 2024 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, they 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.** Potential Winners and Guests will be required to execute a legal agreement and release (“**Release**”) that confirms each potential Winners’ and Guests’: (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 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, 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, indemnifies 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, exposure to the COVID-19 virus, 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 the Releasees from any and all claims made 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 or liability in the event that the Contest cannot be conducted as planned for any reason, including 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://q107.com/contest/15012/q107s-rock-tuba-to-q-ba-2024/> 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 Corus 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 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 Prize and comply with the Contest Rules and any other rules or regulations in force at any other Prize-related locations. The Sponsors reserve the right to remove from any other Prize-related locations, any Winner and/or Guest who breaks such rules and/or fails to behave appropriately and to disqualify such Winner and/or Guest. Any disqualified Winner and/or Guest will forfeit any un-awarded elements of the Prize.
- 11. PRIVACY / USE OF PERSONAL INFORMATION.**
- 11.1 By entering the Contest, each entrant expressly consents to Corus, and its third-party agents and service providers, to collect, use, store, and share any personal information submitted by entrant to enter the Contest, such as name, age of majority confirmation, and contact information, as applicable, only for the purpose of implementing, administering, and fulfilling the Contest as described in these Contest Rules, and in accordance with Corus' Privacy Policy, available at <http://www.corusent.com/privacy-policy>.
- 11.2 Each Winner further consents that: (a) any personal information they have provided in connection with this Contest may be shared with Cuba Tourist Board for the purpose of facilitating the delivery or fulfillment of a Prize; and (b) Corus may broadcast, publish, disseminate and

otherwise use a Winner's name, city/town/village and province/territory of residence, image and/or voice in connection with any promotion and/or publicity purposes without further compensation to Winner.

11.3 No communication unrelated to the Contest, commercial or otherwise, will be sent to the entrant unless the entrant otherwise expressly agrees to receive further communications from Sponsors.

12. **INTELLECTUAL PROPERTY.** All intellectual property, including but not limited to trade-marks, 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. Any questions, comments or complaints regarding the Contest must be directed to Corus.