

FM96 - BATTLE OF THE BEATERS CONTEST RULES

THE FM96 - BATTLE OF THE BEATERS 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. ENTRANTS 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 time of entry;
- (c) be the sole owner of all right, title and interest (including copyright) in and to the Work (as defined in Section 3.2 below) submitted in connection with the Contest;
- (d) live within a one hundred (100) kilometer radius of the city of London, Ontario; and
- (e) be the owner of the vehicle being submitted in conjunction with this Contest.

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

- (a) Employees of Corus Radio Inc., operating as CFPL-FM (the “**Station**”) and its parent, affiliates, subsidiaries, related companies, successors and assigns (together with the Station, “**Corus**”);
- (b) Employees of Tiny's Automotive Service Experts Ltd., its affiliates, subsidiaries, related companies, successors and assigns (collectively, “**Tiny's Automotive**”, together with Corus, the “**Sponsors**”);
- (c) Judges (as defined in Section 6 below) of the Contest;
- (d) Any person who has been confirmed as a winner of two (2) Station administered contests within ninety (90) days preceding the Contest start date indicated below where the prize was valued over one thousand Canadian dollars (CDN \$1,000.00); and
- (e) The household members of any of the parties listed in Section (a) to (d) 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 online entry portion of the Contest begins at 12:00 a.m. Eastern Time (“ET”) on February 24, 2025 and ends at 11:59 p.m. ET on March 6, 2025 (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, complete and submit the entry form located at www.fm96.com (the “**Contest Microsite**”). No entries will be accepted by any other means.

3.2 Each entrant must submit an entry form together with a photo of their vehicle and a short essay describing their vehicle and the list of mechanical work that it requires and why it deserves to be selected (the “**Work**”).

3.3 By participating in this Contest, each entrant represents and warrants that the Work: (i) does not contain any material, language or gestures that are libelous, defamatory, indecent, profane, obscene or violent and does not violate any laws including without limitation, relating to hate speech or otherwise; (ii) is original, solely created by the entrant and that no third party participated as an author, co-author or otherwise in the creation of the Work or any part thereof; (iii) all right, title and interest (including copyright) therein is owned and/or controlled by the entrant to the full extent necessary to enable the Sponsors to use the Work as contemplated by these Contest Rules; (iv) the Work does not infringe upon the intellectual property rights, rights of publicity, privacy rights, proprietary interests or other statutory or common law rights of any third party; (v) does not contain any recognizable logos or any other copyrighted material; (vi) does not contain any mention, endorsement, or “plug” any commercial product, service, venture or thing, including, without limitation, the name of entrant’s employer; and (vii) has not been submitted in connection with any other contest and/or promotional campaign.

3.4 Limit of one (1) entry per person, per vehicle during the Contest Period. In the case of multiple entries, only the first eligible entry will be considered.

3.5 All entries including the Work, 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.

3.6 Entries received online shall be deemed to be submitted by the authorized account holder of the e-mail address associated with the entry. For the purpose of the Contest Rules, “authorized account holder” of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Any entrant may be required to provide the Sponsors with proof that they are the authorized account holder of the e-mail address associated with their entry.

4. PRIZE.

- 4.1 There is one (1) prize (the “**Prize**”) available to be won by the Prize winner (the “**Winner**”) consisting of a two thousand five hundred Canadian dollar (CDN \$2,500.00) mechanical/repair package from Tiny’s Automotive.
- 4.2 Winner is not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.
- 4.3 The Sponsors and/or the Sponsors’ representatives will contact the Winner to coordinate the provision of the Prize within three (3) days once such Winner has been successfully contacted and notified of their Prize and fulfilled the requirements set out herein.

5. PRIZE CONDITIONS.

- 5.1 The Prize is not eligible for body work. All bookings and/or reservations are subject to availability at time of booking. Winner must redeem the Prize prior to December 31, 2025. Should Winner be unable to redeem the Prize on the dates and times designated by the Sponsors, the Prize will be forfeited and awarded to an alternate winner.
- 5.2 Winner will be responsible for any other expense not explicitly included in the Prize including but not limited to transportation and/or towing to and from Tiny’s automotive location and any fees above and beyond the Prize value. Winner may be required to present a valid major credit card prior to work being performed.
- 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 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 the 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.
- 5.5 Shipped Prizes shall not be insured and the Sponsors shall not assume any liability for lost, damaged or misdirected Prizes.

6. SELECTION.

- 6.1 Eight (8) finalists will be selected as follows:
 - (a) On or about March 7, 2025 in London, Ontario, eight (8) entrants (each a “**Finalist**”, together the “**Finalists**”) will be selected by the Sponsors and/or the Sponsors’ representatives (the “**Judges**”) based on the following equally weighted criteria: (i) the creativity of the Work; (ii) the compelling nature of the Work; and (iii) the mechanical work that needs to be done to their vehicle (the “**Criteria**”). The odds of being selected as a potential Finalist are dependent upon the number of eligible entries received by the Sponsors and the

application of the Criteria to eligible entries by the Judges.

- (b) The Judges, in their absolute discretion, shall select the Finalists based upon the above Criteria. The decisions of the Judges shall be final and binding and may not be challenged in any way.
- (c) THE SELECTED FINALISTS WILL BE NOTIFIED BY TELEPHONE AND/OR E-MAIL IN AND AROUND MARCH 7, 2025 AND MUST RESPOND WITHIN TWO (2) BUSINESS DAYS OF NOTIFICATION.

6.2 One (1) Winner shall be selected as follows:

- (d) On or about March 14, 2025 in London, Ontario, one (1) Finalist who has received the highest number of votes between March 10, 2025 at 10:00 a.m. ET and March 13, 2025 at 6:00 p.m. ET (the “**Voting Period**”) at the Contest Website and <https://www.facebook.com/FM96London/>, will be selected as the Winner.
- (e) Online voting is open to the general public and is limited to one (1) vote per person per day. Votes are subject to verification and will be declared invalid if they are reproduced, falsified, altered or tampered with in any way. The odds of being selected as a potential Winner are dependent upon the number of votes received.
- (f) In the event that, at the end of the Voting Period there is a tie in votes received by the Finalists, Sponsors shall extend the Voting Period by twenty-four (24) hours until such time as a Winner can be confirmed.
- (g) THE SELECTED FINALIST WILL BE NOTIFIED BY TELEPHONE AND/OR E-MAIL NO LATER THAN MARCH 14, 2025 AT 2:00 P.M. ET AND MUST RESPOND WITHIN THREE (3) BUSINESS DAYS OF NOTIFICATION. Upon notification, the selected Finalist 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 Finalist does not respond accordingly, they will be disqualified and will not receive the Prize and another Finalist may be selected in the Sponsors’ sole discretion until such time as a Finalist 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.
- (h) 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 Winner will be required to execute a legal agreement and release (“**Release**”) that confirms potential Winner’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 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 name, statements, image, likeness, voice and biography; and the Work, 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. **RIGHTS CLEARANCE.** By providing the Work to the Sponsors in connection with the Contest, each entrant shall retain all right, title and interest (including copyright) in and to the Work and shall grant to the Sponsors a worldwide, gratuitous, irrevocable, and exclusive license to copy, modify, produce, reproduce, display, publish, exhibit, distribute, convert, adapt, post, serve, broadcast, communicate by telecommunication, transmit and otherwise use or reuse the Work in all media now known or hereafter devised in perpetuity beginning on the date of entry, including, but not limited to, in connection with the administration, promotion and exploitation of the Contest. Sponsors assume no responsibility for any claims of infringement of rights to copyright, privacy, personality or otherwise, and all such liability shall remain with the entrant. Sponsors reserve the right to exclude any Work for any reason whatsoever, including but not limited to, on the basis of concerns relating to the rights of third parties, including but not limited to privacy, copyright, defamation, rights of personality, obscenity or hate speech, as determined by Sponsors in their sole discretion.
10. **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 computer, online, software, 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 website users or 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 infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest and/or the Contest Microsite.
11. **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 the Contest Microsite and made available throughout the Contest Period. Each entrant further agrees to be bound by the decisions of the Sponsors and Judges, 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 and/or the Contest Microsite or any related promotional website; (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 DAMAGE THE CONTEST MICROSITE 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.

12. PRIVACY / USE OF PERSONAL INFORMATION.

12.1 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>.

12.2 Each Winner further consents that: (a) any personal information they have provided in connection with this Contest may be shared with Tiny's Automotive 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.

12.3 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. **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.