

‘DAD JOKE OF THE YEAR’ CONTEST RULES

THE LUXE BARBEQUE COMPANY ‘DAD JOKE OF THE YEAR’ CONTEST (THE “**CONTEST**”) IS INTENDED TO BE CONDUCTED IN THE PROVINCE OF MANITOBA 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 MANITOBA OR OLDER AT THE TIME OF ENTRY. VOID IN WHOLE OR IN PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE “**CONTEST RULES**”).

1. ELIGIBILITY. To be eligible for this Contest, an individual must:

- (a) be a legal resident of the province of Manitoba;
- (b) be of the age of majority in that province of residence or older at the time of entry; and
- (c) be the sole owner of all right, title and interest (including copyright) in and to the Work (as defined in Section 3(b) below) submitted in connection with the Contest;

Employees of Corus Radio Inc. operating CJKR-FM (the “**Station**”), and its parents, affiliates, subsidiaries, related companies, successors and assigns (together with the Station, “**Corus**”), Luxe Barbeque Company and its affiliates, subsidiaries, related companies, successors and assigns (collectively, “**Luxe BBQ**” and together with Corus, the “**Sponsors**”), Traeger, advertising and promotional agencies, judges of the Contest, any person who has been confirmed as a winner of any previous Station administered contests within thirty (30) days preceding the Contest start date indicated below where the prize was valued over one hundred Canadian dollars (CDN\$100.00), and/or the household members of any of the above are not eligible to enter.

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 untruthful, incomplete, inaccurate or misleading personal details and/or information.

2. CONTEST PERIOD. The Contest begins at 12:01 a.m. Central Time (“**CT**”) on May 19, 2023 and ends at 11:59 p.m. CT on June 16, 2023 (the “**Contest Period**”) after which time the Contest will be closed and no other entries shall be accepted.

3. HOW TO ENTER.

- (a) There is no purchase necessary to enter the Contest. Listeners are invited to visit <http://power97.com/> (the “**Contest Website**”) to complete and submit an entry form. Entries must include the entrant’s name, address, phone number and email address. No entries will be accepted by any other means.

- (b) Each entrant must also submit a “Dad Joke” (the “**Joke**”), as defined in Merriam-Webster as “a wholesome joke of the type said to be told by fathers with a punchline that is often an obvious or predictable pun or play on words and usually judged to be endearingly corny or unfunny”.
- (c) By participating in this Contest, each entrant represents and warrants that the Joke: (i) does not contain any material, language or gestures that are libelous, defamatory, indecent, profane, obscene or violent and does not violate any laws 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 Joke or any part thereof, and 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 Joke as contemplated by these Contest Rules; (iii) does not infringe upon the intellectual property right, proprietary interest or other statutory or common law rights of any third party; (iv) does not contain any recognizable copyrighted material; (v) does not contain any mention, endorsement, or “plug” any commercial product, service, venture or thing, including, without limitation, the name of your employer; and (vi) has not been submitted in connection with any other contest and/or promotional campaign.
- (d) Limit of one (1) entry per person per day. In the case of multiple entries, only the first eligible entry will be considered.
- (e) All entries including the Joke, 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 whose Nominee is selected as a potential winner.
- (f) 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. **PRIZES.**

- (a) There are five (5) secondary prizes (the “**Prizes**”) available to be won by the selected finalists (the “**Finalist**”) consisting of five (5) five hundred Canadian dollar (CDN \$500) Luxe Barbeque Gift Cards, and one (1) grand prize for the winner (the “**Winner**”) consisting of one (1) Weber Genesis SPX-435 4 Burner Grill, one (1) Weber Barbeque Dream Accessory Package including Cover, Tool Sets and Thermometers, one (1) Luxe Barbeque Bucket containing Rubs, Spices and Sauces and one (1) one thousand Canadian dollar (CDN \$1,000) Luxe Barbeque Company shopping spree.

- (b) The Grand Prize has an approximate value of four thousand nine hundred and fifty Canadian dollars (CDN \$4,950.00).
- (c) Winner is not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.
- (d) The Sponsors and/or the Sponsors' representatives will contact the Winners to coordinate the provision of the Prizes within two (2) business days once such Winners have been successfully contacted and notified of their Prizes and fulfilled the requirements set out herein.

5. PRIZE CONDITIONS.

- (a) Winners will be responsible for all incidental costs and expenses not explicitly included in the Prize, including without limitation pick up and delivery of the prize from Luxe BBQ located at 33 Stapleton Street, Winnipeg, MB.
- (b) The terms by which the Prizes may be redeemed are governed by Luxe BBQ. Corus is not responsible for administering or ensuring compliance with the terms and conditions relating to the Prizes.
- (c) 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 the Prizes 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 Prizes (or any portion thereof) cannot be awarded for any reason.
- (d) Shipped Prizes shall not be insured and the Sponsors shall not assume any liability for a lost, damaged or misdirected Prizes.

6. WINNER SELECTION.

One (1) Winner shall be selected as follows:

- (a) On or about June 5, 2023 in Winnipeg, Manitoba, five (5) Finalists will be selected by the Sponsors and/or the Sponsors' representatives (the "**Judges**") based on the following equally weighted criteria: (i) how the Finalist's Joke adheres to the aforementioned definition of 'Dad Joke'; (ii) the humour of the Joke; and (iii) the entrant's skill in presenting the Joke (the "**Criteria**"). Before being declared a Finalist, the selected Nominee 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 sign and return the Release (described below).
- (b) The Judges, in their absolute discretion, shall select these 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) Selected Finalists will be announced June 12, 2023 on or about 6 am CT, at which time each Finalist and his or her Joke will be available for viewing at power97.com. (the “**Website**”) Each Joke and its Finalist will be available for viewing until June 16, 2023 at 6 pm CT. During this time (the “**Voting Period**”), listeners will be encouraged to vote for their favourite Joke by selecting the first name of a preferred Finalist and texting it to 204-777-9797. (each text message, a “**Vote**”) The Finalist whose Joke receives the most Votes after the Voting Period be declared the winner. (the “**Winner**”)
- (d) THE SELECTED WINNER WILL BE NOTIFIED BY TELEPHONE OR E-MAIL NO LATER THAN TWO (2) BUSINESS DAYS AFTER THE SELECTION 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 Nominee 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 Finalist to receive notification or for the Sponsors to receive a selected Finalist’s response.
- (e) 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 Prize.

7. **RELEASE.** Winners will be required to execute a legal agreement and release (“**Release**”) that confirms Winners’: (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 their respective parent companies, subsidiaries, affiliates and/or related companies 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, communicate by telecommunication, 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 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 Releasees from any and all claims 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 non-exclusive licence 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 for use 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 for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsors assume no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those 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 Website.
- 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 Website 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 Website 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 WEBSITE 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.

- (a) By participating in the Contest, each entrant: (i) grants to the Sponsors the right to use their name, mailing address, age range, telephone number, e-mail address and submitted Work (collectively the “**Personal Information**”) for the purpose of administering the Contest, including but not limited to contacting and announcing the Winners and coordinating the provision of the Prize; (ii) grants to the Sponsors the right to use their Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (iii) acknowledges that the Sponsors may disclose their Personal Information to third-party agents and service providers of any of the Sponsors in connection with any of the activities listed in (i) and (ii) above.
- (b) Corus will use the entrant’s Personal Information only for identified purposes, and protect the entrant’s Personal Information in a manner that is consistent with the Corus Privacy Policy at: www.corusent.com/Privacy-Policy .

13. INTELLECTUAL PROPERTY. All intellectual property, including but not limited to trademarks, 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, including but not limited to Facebook and/or Twitter. Any personal information provided in connection with the Contest is being provided to Corus and any questions, comments or complaints regarding the Contest must be directed to Corus.