

**CONTEST RULES**  
**(the “Official Rules”)**

**THE 680 NEWS WEATHER GUARANTEE WITH SUNWING.CA**  
**(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 the following radio station: 680 NEWS (the “**Station**”). Sunwing.ca, is a sponsor of this Contest.

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 in which the Station is located, who are over the age of majority in such province.

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.

**3. WHEN DOES THE CONTEST RT/END?**

The Contest will remain ongoing until otherwise notified by the Station’s website (the “**Contest Period**”). The Station will not close this Contest without awarding the jackpot.

This month’s Sunwing.ca trip giveaway begins 12:01 a.m. on Friday, February 1, 2019 and ends Thursday, February 28, 2019 at 11:59 p.m.

All times referenced in these Official Rules are Eastern.

**4. HOW DO I ENTER THE CONTEST?**

No purchase is necessary to enter the Contest. There are two ways to enter the Contest:

- 1) During the Contest Period, sign into your online account on the Station website and fill out the online ballot. If you do not have an online account on the Station website, visit the Station website to sign up for an account for free.

AND/OR

- 2) During the Contest Period, mail a letter to the Station, to the attention of "The Weather Guarantee", specifying the following particulars: your first and last name, your mailing address, your day and evening telephone numbers, your email address, and your age. Limit of one (1) entry per postage-stamped envelope.

Entries may not be eligible for the duration of the Contest. Please refer to Section 10 of these Official Rules for particulars in this regard.

## **5. HOW MANY TIMES MAY I ENTER THE CONTEST?**

You may enter the Contest once every hour during the Contest Period provided you comply with these Official Rules.

## **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?

Monetary prizes of at least CDN \$1,000 are available to be won in this Contest, as follows:

- At the start of the Contest, there will be a jackpot of CDN \$1,000 available to be won.
- Each morning during the Contest Period at approximately 6:21 a.m., the Station will announce an expected high temperature for that day (the “**Station Daily High Temperature**”).
- If the daily high temperature, as registered at Toronto Pearson International Airport from Environment Canada’s daily weather web page (the “**Official Daily High Temperature**”), is off by more than three degrees Celsius (using whole numbers only) (“**Off**”) from the Station Guaranteed Temperature, then the jackpot is awarded on the following work day and a new contest will begin with the jackpot reverting to CDN \$1,000. If, however, the Official Daily High Temperature is *not* Off from the Station Guaranteed Temperature, then the jackpot will increase by CDN \$100, as of the following day.

The value of the jackpot will be announced on-air every day and will be updated each weekday on the Station’s website.

Monetary prizes will be awarded by cheque in the name of the winner. Cheques may take up to 6 weeks to be issued following the confirmation of a winner.

### **Your Sunwing Vacations prize includes:**

- Roundtrip airfare based on economy class for two (2) persons from any available Canadian gateway to Punta Cana offered by Sunwing Airlines.
- 7 (seven) nights standard accommodation at the Majestic Colonial Punta Cana in a room based on double occupancy.
- All Inclusive meal plan while at the Majestic Colonial Punta Cana
- Land transfers between the airport and hotel in destination
- All hotel taxes and processing fees

- Taxes (including, but not limited to, departure taxes, air seat/airline taxes and applicable federal, provincial, municipal, state taxes)

**Not included in your Sunwing Vacations 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 cancelation insurance)
- Connecting flights (including to the departure gateway city)
- Sightseeing tours and other in-destination activities
- Travel related fees/surcharges
- 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

**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) 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.
- (b) 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.
- (c) The prize may not be resold.
- (d) Any unused portion of the prize, once awarded, will be deemed forfeited. The prize will not be replaced if lost, destroyed, mutilated or stolen.

**As per Sunwing.ca:**

**Limitation and Rules & Regulations:**

- You accept the prize "as is" otherwise it will be forfeited
- Travel is valid from March 03, 2019 – March 02, 2020 (the "Travel Period")
- Travel is subject to availability and must be requested a minimum of four (4) weeks prior to the requested departure date
- Blackout periods apply, including without limitation: : March 11-15; April 14- 28; May 10-15, Aug 01-31 , Nov 22-25, December 17-31 , January 1-4; February 15-28; subject to availability
- 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 Sunwing's sole discretion
- Once reservation is made, it cannot be changed
- All reservations are subject to the terms and conditions set out in Sunwing's brochure or located on Sunwing's website located at [www.sunwing.ca](http://www.sunwing.ca)
- 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

- Any lost or stolen, travel vouchers or certificates will not be replaced
- 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 compensation will be made in the event of the cancellation or delay of any flight except at the sole discretion of Sunwing
- 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
- Sunwing 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

## **10. HOW WILL THE POTENTIAL WINNER(S) BE SELECTED?**

Every morning at **6:21 a.m.**, the Station will announce whether, on the previous morning, it was Off from the Station Guaranteed Temperature. If the Station was Off on the previous morning's Guaranteed Temperature, then the Station will conduct a random draw from among all eligible tries received up until **7:00 a.m.** One (1) entrant will be selected and the Station will announce his/her name on the radio after the traffic and weather report at **7:21 a.m.** If a selected entrant is unable to be reached by a 680 NEWS representative within 14 days, the prize will be deemed forfeited by the selected entrant and a new winner will be selected.

Upon the confirmation of a winner, a new contest will be generated and all previous entries will no longer be valid. Only new entries will carry forward. There is one prize per contesting flight.

### **Sunwing Vacations prize giveaway:**

One (1) entrant will be randomly selected by a representative from the Promotions department at approximately 7:00 a.m. on the first of every month. A winner's announcement will take place on-air by the morning show the following the draw (weekdays only). You do not need to listen in order to win the trip giveaway from Sunwing.ca.

## **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;

- (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 a prize depend on the number of eligible entries received prior to each draw and on the Station's ability to correctly or incorrectly predict the daily high temperature.

## **13. HOW DO I CLAIM A PRIZE?**

Once a potential winner is confirmed as a winner, the Promotions department will contact them within 24 hours and coordinate prize distribution based on the information provided by the entrant at the time of entry.

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](http://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 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. 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.