

**“THE 99.3 THE FOX “FOX FX” CONTEST” (the “Contest”)**

**Official Rules and Regulations (the “Contest Rules”)**

**1. THE CONTEST PERIOD**

The Contest entry period commences at 7:00 a.m. Pacific Time (“PT”) on January 9, 2012 and concludes at 6:59 p.m. PT on February 17, 2012 (the “Contest Period”).

**2. ELIGIBILITY**

The Contest is open to residents of British Columbia, who are nineteen (19) years of age or older, who are able to travel to Mexico and have a valid Canadian passport. Employees, directors and officers of Sleeman Breweries Inc., Jubilee Tours & Travel Ltd. Marival Residence World Spa, Transat Holidays a division of Transat Tours Canada Inc., CFOX-FM and Corus Entertainment Inc. (the “Contest Sponsors”) any affiliate (as defined in the *Canada Business Corporations Act*) of the Contest Sponsors (the “Affiliates”) employees, directors and officers of their respective advertising and promotional agencies, the applicable liquor authorities as well as family members of any of the foregoing or those with whom they are domiciled are not eligible to enter the Contest.

The liquor authorities are not connected with the Contest and are not liable in any way whatsoever in regard to any matter which relates to this Contest.

**3. HOW TO ENTER**

**NO PURCHASE NECESSARY. MUST BE LEGAL DRINKING AGE.**

Listen to CFOX-FM weekdays during the Contest Period for the CFOX-FM Contest occasion to be broadcast on air during any of the following hours: 7:00 a.m., 9:00 a.m., 11:00 a.m, 3:00 p.m, 5:00 p.m. and 7:00 p.m. PT (each, a “Contest Occasion”). Contest Occasions will not take place at 7:00 a.m. PT on Fridays during the Contest Period but will resume at 9:00 a.m. thereafter.

Upon hearing the Contest Occasion, call 604.280.2369 or 1.877-FOX-ROCKS (the “Contest Line”). The first caller through to the Contest Line (the “Contestant”) will be played a clip of a certain sound effect (the “Sound Effect”) to a maximum of 2 times. If the Contestant is able to correctly identify the Sound Effect played, he or she will be entered into a random draw to win the Grand Prize for that week, as outlined below (each a “Qualifier”).

**NOTE:** Listeners may try to call in as many times as they like each time a Contest Occasion is played, but only one (1) on-air entry per person per week is permitted. Multiple entries will be discarded. Entries are subject to verification and will be declared invalid if they are reproduced, falsified, altered or tampered with in any way.

**4. WINNER SELECTION**

Every Friday during the Contest Period, during the 7:00 a.m. PT hour one (1) Qualifier will be randomly selected and contacted by telephone at the number provided by the entrant at the

time of qualification. If the selected Qualifier is unavailable by telephone at the time the call is made, another entrant will be randomly selected until a Qualifier is contacted.

Qualifiers are only eligible to enter the Grand Prize draw during the week they qualified. Once each weekly Grand Prize is awarded, Qualifiers will no longer be eligible for the Grand Prize in any of the remaining weeks of the Contest Period.

## **5. THE GRAND PRIZE AND GRAND PRIZE VALUE**

There are six (6) Grand Prizes to be won, one (1) each week of the Contest Period. Each Grand Prize consists of:

- i) Return economy airfare for two (2) between Vancouver, BC and Puerto Vallarta, Mexico;
- ii) Seven (7) nights' all inclusive standard accommodation (based on double occupancy) at Marival Residences & World Spa in Nuevo Vallarta, Mexico (the "Resort");
- iii) all hotel taxes and processing fees;
- iv) land airport-hotel transfers in Puerto Vallarta, Mexico;
- v) all meals and local drinks at the Resort;
- vi) green fees to golf at the Resort;
- vii) selected tours at the Resort; and
- viii) three-piece luggage set.

The approximate retail value of each Grand Prize is CDN \$5,350.

Only one (1) Grand Prize awarded per person.

## **6. DEADLINE FOR CLAIMING GRAND PRIZE**

Following confirmation as a Grand Prize winner in accordance with the Contest Rules, selected entrants will be given instructions and a deadline as to how they must claim the Grand Prize. Potential winners who fail either to claim the Grand Prize or to inform CFOX-FM of his/her inability to claim the Grand Prize before the deadline, as instructed, will forfeit the Grand Prize and another entrant may be selected.

## **7. GRAND PRIZE CONDITIONS**

- i) All incidental costs and expenses not specifically referred to herein as part of the Grand Prize description, including but not limited to ground transportation not specifically mentioned in Section 5, above, airport improvement fees, travel and out-of-country medical insurance, trip cancellation insurance, connector flights, sightseeing tours, tips, departure taxes, fees and surcharges, excess baggage fees, costs associated with obtaining travel documents, visas, or necessary vaccinations, transportation to the golf courses or excursions near the Resort, golf cart (approximately \$49 USD) and club rentals, or items of a personal nature (the "**Expenses**") are the sole responsibility of the Grand Prize winner (and/or guest where applicable). The Grand Prize winner (and/or guest where applicable) shall not seek reimbursement for the Expenses from the Contest Sponsors;

- ii) The Grand Prize trip must be taken between April 14, 2012 and April 21, 2012 (the “**Travel Period**”). If the Grand Prize winner is unable to travel during the Travel Period, he or she will forfeit the Grand Prize and another entrant may be selected;
- iii) Medical insurance must be purchased by the Grand Prize winners and their guests prior to departure;
- iv) A valid credit card will be required upon check-in at the hotel; and
- v) The Grand Prize winner(s) (and/or guest where applicable) must be able to travel to Mexico and are responsible for obtaining all necessary travel documents prior to departure including but not limited to any requisite Travel Consent Forms proving that the custodial parent or legal guardian has the required permission to travel with a minor, prior to departure. Passports must be valid for at least 6 months from the departure date. Failure to obtain necessary travel documentation will result in forfeiture of the Grand Prize.

## 8. **CHANCES OF WINNING**

Odds of winning depend on the total number of Contest entrants.

## 9. **NO REPRESENTATIONS OR WARRANTIES**

None of the Contest Sponsors makes any representation or offers any warranty, express or implied, as to the quality or fitness of the Grand Prize. The Grand Prize winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from the Contest Sponsors should the Grand Prize fail to be fit for its purpose or is in any way unsatisfactory to the Grand Prize winner.

## 10. **DECLARATION AND RELEASE OF GRAND PRIZE WINNER**

Before being awarded the Grand Prize, the Grand Prize winner must correctly answer, unaided, a time-limited skill-testing mathematical question.

The Grand Prize winner and his or her guest, (or in the event the Grand Prize winner’s guest is a minor, the minor’s custodial parent or legal guardian) must also sign a standard form confirming that by entering the Contest:

- he or she read, understood and accepted these Contest Rules;
- that he or she understands that acceptance of the Grand Prize may involve danger and/or exposure to risks and hazards of both man-made and natural origin, whether arising from foreseeable or unforeseeable human error and negligence, and that, as a result, he or she may suffer damage to personal property, serious personal injury, illness or even death;
- that he or she nevertheless freely and voluntarily agrees and does hereby assume any and all risks of personal injury, illness, death arising out of or connected with his or her participation in the Contest and winning the Grand Prize; and

- that he or she releases the Affiliates, the Contest Sponsors, and all of their directors, officers, employees, agents as well as their respective advertising and promotional agencies (collectively, the “**Releasees**”) from any and all liability arising in connection with participation in the Contest and acceptance of the Grand Prize, including, without limitation, any financial, legal or moral responsibility or loss or personal injury including death or damage to or loss of property suffered or incurred or arising from participating in the Contest or accepting the Grand Prize, whether suffered by the Grand Prize winner or his or her guest, or by his or her heirs, administrators, personal representatives or executors, and notwithstanding that such injuries or losses may have been caused solely or partly by any act, omission, negligence or gross negligence of any or all of the Releasees.

#### 11. **PRIZE SUBSTITUTION**

Prizes and prize portions are non-exchangeable, non-transferable, non-refundable, have no cash surrender value and must be accepted as awarded with no substitutions. The Contest Sponsors reserve the right, in their sole discretion, to substitute and/or modify a prize, or prize portion, with (a) prize(s) of equal or greater value for any reason. Should a winner be unable to claim his/her prize or prize portion as awarded, his/her rights to that prize or prize portion will be forfeited.

#### 12. **TERMINATION/MODIFICATION**

Subject to applicable law, the Contest Sponsors reserve the right to cancel, suspend, terminate, modify the Contest Rules or administration of the Contest, in whole or in part, without prior notice with no obligation or liability, including, if for any reason, the Contest is not capable of running as planned, whether due to technical failure, tampering, fraud, corruption of security or other causes beyond the control of the Contest Sponsors.

#### 13. **OWNERSHIP OF ENTRIES**

All entries shall become the property of the Contest Sponsors and their advertising and promotional agencies. The Releasees assume no responsibility for lost, stolen, destroyed or otherwise indecipherable entries due to any failure or technical malfunction of the telephone network, on-line computer systems or equipment, servers, access providers, software, poor reception, technical problems, failure of any email or submission or due to any other reason regardless of cause.

#### 14. **PUBLICITY**

By entering the Contest, each entrant, including the Grand Prize winner consents to the use of his or her name, city of residence, photograph, voice, likeness, image or any other aspect of his or her personality for any publicity and programming purposes, commercial or otherwise, in all media used by the Contest Sponsors, promoters and their advertising and promotional agencies, without any payment or compensation. The Grand Prize winner further agrees that his or her audio reaction may be used for on-air promotional purposes. **The entrants understand and acknowledge that CFOX-FM may contact him or her on-air without prior knowledge as a result of his or her participation in the Contest.**

## 15. CONSENT TO COLLECTION AND USE OF PERSONAL INFORMATION

By entering the Contest and voluntarily providing personal information including, but not limited to, name, address, city, email address, home and office telephone numbers (the “**Registrant Information**”), each Contest entrant grants permission to the Contest Sponsors to collect and use of the Registrant Information for the exclusive purpose of administering the Contest and selecting the Grand Prize winner(s). No correspondence will take place between the Contest Sponsors and the entrants except in connection with the Contest and, in the case of the Grand Prize winner, as a result of entering the Contest and winning the Grand Prize.

## 16. TAMPERING

If for any reason the Contest is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the reasonable control of the Contest Sponsors that corrupts, impairs or affects the administration, security, fairness, integrity, or proper conduct of this Contest, the Contest Sponsors reserve the right, at their sole discretion, to cancel, terminate, modify, extend or suspend the Contest and/or prizes. The Contest Sponsors further reserve the right to disqualify, from this Contest and future contests of the Contest Sponsors, any individual who tampers with or in any way corrupts the entry process. The Contest Sponsors may prohibit an entrant from participating in the Contest or winning a prize if, in the Contest Sponsors’ sole discretion, the Contest Sponsors determine that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or any unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or the Contest Sponsors representatives. **Any attempt by an entrant or any other individual to deliberately damage any web site or undermine the legitimate operation of the contest may be in violation of criminal and civil laws and should such an attempt be made, the Contest Sponsors reserve the right to seek remedies and damages (including lawyers’ fees) from any such entrant or any other individual to the fullest extent permitted by law, including criminal prosecution.**

## 17. LIMITATION OF LIABILITY

By entering the Contest, the entrant agrees that the Releasees shall have no liability and shall be held harmless by the entrant for any damage, loss or liability to person or property, due in whole or in part, directly or indirectly, by reason of entering the Contest, the acceptance, possession, use, enjoyment or misuse of any prize, or while preparing for, participating in any Contest-related or prize-related activity. The Releasees are not responsible for technical, hardware, software or telephone failures of any kind, lost or unavailable network connections, fraud, incomplete, garbled or delayed computer transmissions, whether caused by any of the Releasees, 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 processing of submissions that may cause damage to a user’s system or limit an potential entrant’s ability to participate in the Contest.

## 18. WHERE CONTEST RULES AND REGULATIONS AVAILABLE

These rules and regulations are available online at [www.cfox.com](http://www.cfox.com) and at CFOX-FM offices, located at 2000-700 West Georgia Street, Vancouver, BC V7Y 1K9.

## 19. COMPLIANCE WITH CONTEST RULES

All entrants agree to abide by the Contest Rules, which are subject to change at the sole discretion of the Contest Sponsors.

20. **COMPLIANCE WITH LAWS**

This Contest is void where prohibited by law and is subject to all federal, provincial, territorial and municipal laws and regulations of Canada and of each province, territory and municipality of Canada, respectively.

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