ONE WEEKEND ONLY 2024 OFFICIAL RULES & REGULATIONS

GRAND PRIZE: <u>Passes to One Weekend Only - November 15 & 16 at Moxy & Melissa's</u> <u>Missteak in Banff plus two nights stay at Moxy Banff, AB</u>

CONTEST RULES AND REGULATIONS

ONE WEEKEND ONLY 2024

1. THE CONTEST AND THE CONTEST PERIOD

ONE WEEKEND ONLY 2024 contest (the "Contest") commences at 7:00am on September 3, 2024, and concludes at 4:00pm on November 8, 2024 (the "Contest Period").

2. NO PURCHASE NECESSARY

3. ELIGIBITY

The Contest is open to residents of Alberta, who have attained the age of majority in Alberta, but excluding employees and directors of X92.9 CFEX FM, Harvard Broadcasting Inc. ("Harvard"), any affiliate (as defined in the *Canada Business Corporations Act*) of X92.9 CFEX FM, Harvard (the "Affiliates"), employees, directors and officers of Modo-Live, Moxy Banff, Melissa's Missteak, Boardwalk Entertainment Centre, Gary Moe Chrysler Dodge Jeep Ram Lacombe, State & Main, Rival Gellyball, Wipe-Out Ski & Bike, MNP 310-Debt Licensed Insolvency Trustees, Adult Source, The Refinery Hair Lounge, Country Hills Toyota, South Pointe Toyota, and Atlas Pizza & Sports Bar (the "Sponsor(s)"), employees, directors and officers of their respective advertising and promotional agencies, as well as family members of any of the foregoing.

4. HOW TO ENTER

To be eligible, participants must be registered members on the cue to call sign up of the X92.9 Win Page. In order to join go to www.x929.ca and become enter in the cue to call by completing the registration form available on the WIN page. Once you are registered, you must complete the One Weekend Only Calling List Entry Form (the "Form"). The Form can be found by logging into the WIN page at www.x929.ca and clicking on the One Weekend Only 2024 Contest page. Failure to complete the form will result in disqualification.

5. HOW TO WIN

Beginning at 7 a.m. on September 3, 2024 and for the duration of the Contest Period, tune-in weekdays at 7am, 11am, & 4pm for the official Call Out (the "Call Out"). Each time the Call Out is done, should you hear your name called, you'll have 92 seconds to call or text to 403-238-9929. Should you text, the number you registered with must the same number you use to text from. All other phone numbers will not be eligible.

Should you call back in time, you'll win two wristbands to the X Gala on Friday, November 15, 2024 at Moxy Banff, and the private show of TALK & The Royal Foundry at Melissa's Missteak on Saturday, November 16, 2024. And you'll also be awarded a two nights stay (November 15 & 16, 2024) at the Moxy Banff, AB. (the "Grand Prize").

6. THE GRAND PRIZE

The Grand Prize will include the following:

- Two (2) wristbands good for access to both shows at Moxy Banff & Melissa's Missteak in Banff. AB (November 15 & 16, 2024)
- Two (2) nights standard accommodation (based on double occupancy) at the Moxy Banff, AB (November 15 & 16, 2024)

7. GRAND PRIZE VALUE

The approximate retail value of the Grand Prize is approx.. \$700 per person

8. AWARDING OF THE GRAND PRIZE

The Grand Prize winners will be selected each weekday at 7am, 11am, & 4pm (the "Event"). In order to qualify for the Grand Prize, all entrants must:

- i) register for the One Weekend Only Call Out List by submitting his or her completed Form online at www.x929.ca/win;
- ii) call within the 92 seconds following their name being called out;
- iii) of age of majority in Alberta

Only the first 80 Contest participants who call back in time will be awarded the Grand Prize. As a result the contest may end earlier than posted

9. DEADLINE FOR CLAIMING GRAND PRIZE

The Grand Prize winner must claim the Grand Prize by **Noon the following day awarded** (the "Deadline"). If the Grand Prize winner fails either to claim the Grand Prize or inform X92.9 CFEX FM of his or her inability to claim the Grand Prize before the Deadline, his or her entry will be forfeited and another eligible entrant will be selected.

10. LIMITATIONS ON DATES OF TRAVEL

The Grand Prize must be taken between November 15 & 16, 2024 (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 eligible Contest entrant will be selected.

11. EXPENSES

The Grand Prize winner is responsible for all incidental expenses incurred for the purpose of taking or during the trip including, but not limited to, ground transportation not specifically mentioned in paragraph 6, above, airport improvement fees, travel insurance, trip cancellation insurance, connector flights, food/beverages, Banff Park Pass fees, sightseeing tours, tips, departure taxes, fees and surcharges, excess baggage fees, costs associated with obtaining travel documents, visas, or necessary vaccinations, or items of a personal nature (the "Expenses"). The Grand Prize winner understands that he or she may not seek reimbursement for the Expenses from X92.9 CFEX FM, Harvard Broadcasting Inc, the Affiliates, the Sponsor(s) or their respective advertising and promotional agencies. The Grand Prize winner and his or her guest are responsible for ensuring that they have all necessary travel documents prior to departure.

12. LIMITATION ON NUMBER OF ENTRIES PERMITTED

Only one entry per person per household is permitted. You can only win once. And it is only One Winner per household. 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.

13. CHANCES OF WINNING

Chances of winning depend on the total number or registered Contest participants.

14. NO REPRESENTATIONS OR WARRANTIES

Neither X92.9 CFEX FM nor Harvard 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 X92.9 CFEX FM or Harvard should the Grand Prize fail to be fit for its purpose or is in any way unsatisfactory to the Grand Prize winner.

15. DECLARATION AND RELEASE OF GRAND PRIZE WINNER

Before being awarded the Grand Prize the Grand Prize winner <u>and his or her guest</u> must:

- a) Correctly answer, unaided, a time-limited skill-testing mathematical question; and
- b) Sign a standard form confirming that by entering the Contest:
 - he or she read, understood and accepted these rules and regulations;
 - 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 X92.9 CFEX FM, Harvard Broadcasting Inc., the Affiliates, the Sponsor(s), 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.

16. GRAND PRIZE TO BE ACCEPTED AS AWARDED

The decision of the Contest judges is final, and the Grand Prize must be accepted as awarded. No portion of the Grand Prize is transferable. The Grand Prize is not redeemable for cash and no substitute for any portion of the Grand Prize is offered. Should the Grand Prize winner be unable to claim the Grand Prize as awarded, his or her entry will be forfeited and another eligible Contest entrant will be selected.

17. SUBSTITUTION OR CHANGE TO THE CONTEST

X92.9 CFEX FM, Harvard, the Sponsor(s) and their respective advertising and promotional agencies reserve the right to substitute the Grand Prize or any component thereof, for those of approximately the same value and reserve the right to change the Contest rules or terminate or withdraw the Contest at any time, without prior notice.

18. OWNERSHIP OF ENTRIES

All entries shall become the property of X92.9 CFEX FM, Harvard, the Sponsor(s) 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 of equipment, servers, access providers, software, poor reception, technical problems, failure of any email or submission or due to any other reason regardless of cause.

19. CONSENT TO USE OF PERSONALITY

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 X92.9 CFEX FM, Harvard, the Sponsor(s), 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 X92.9 CFEX FM may contact him or her on-air without prior knowledge as a result of his or her participation in the Contest.

20. 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 X92.9 CFEX FM, Harvard and the Sponsor(s) to the collection 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 X92.9 CFEX FM, Harvard, the Sponsor(s) 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.

21. WHERE CONTEST RULES AND REGULATIONS AVAILABLE

These rules and regulations are available online at www.x929.ca and at the X92.9 Studios 400, 255 – 17th Avenue SW Calgary. AB

22. COMPLIANCE WITH CONTEST RULES

All contestants agree to abide by the Contest Rules, which are subject to change at the sole discretion of X92.9 CFEX FM, Harvard and the Sponsor(s).

23. 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.