

## MOOSE FX // RULES AND REGULATIONS

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility: This Campaign is open only to those who are eighteen (18) years or older as of the date of entry. The Campaign is only open to legal residents of Canada, and is void where prohibited by law. Employees of Vista Radio Ltd, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, provincial, and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that you meet the eligibility requirements. In addition, you agree to accept the decisions of Vista Radio Ltd. as final and binding as it relates to the content of this Campaign.

3. Campaign Period: On-air contesting begins on August 6<sup>th</sup> 2019 and ends July 31<sup>st</sup> 2020

4. **How to Play: Every weekday (excluding Holidays) there will be 1 time to play (7:35 AM).** At this time there will be an on-air "cue to call". **The 3rd caller through** gets to play Moose FX. **While on the call, a sound effect will be played ONCE for you to try and recognize. You will have 10 seconds to identify the sound. You will have ONE opportunity to guess, and only your FIRST guess will be considered. You will only be told if your guess was correct or incorrect.** If you correctly identify the sound, you win the corresponding cash. Prize amount will vary. Each contest occasion is worth a minimum of \$25. For each occasion that the sound is not correctly identified, **the following opportunity increases by \$25 up to an estimate prize pool of over \$8,000.** If the at any point the sound is correctly identified, the following contest occasion will reset back to **\$100.**

5. Prizes: There is a total of approximately \$8,000 to be won throughout the campaign. No substitution of prize or transfer/assignment of prize to others by Winner is permitted. Acceptance of prize constitutes permission for Vista Radio Ltd. to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner Selection and Notification: Winner will be determined based on the ability to correctly identify the sound effect. **A video recording of the sound will be posted to Facebook and available to be provided for verification of accuracy of the Moose FX sound recording. The video recording will only be released after the sound has been correctly identified. Players can only win one prize for the duration of the promotion.** Any winning person must provide their name and phone number. At that point a cheque for the winning amount will be issued from Vista Radio's head office. Once it arrives at the **Moose FM Timmins location at 49 Cedar Street S.**, the winner will be contacted and able to pick up their prize. Vista Radio Ltd. shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted or is ineligible the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, provincial, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT VISTA RADIO LTD'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS

WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by You: By entering this content (e.g., photo, video, text, etc.), You understand and agree that Vista Radio Ltd., anyone acting on behalf of Vista Radio Ltd, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent.

9. Terms & Conditions: Vista Radio Ltd. reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Vista Radio Ltd.'s control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Vista Radio Ltd. may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Vista Radio Ltd. Vista Radio Ltd. reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. Vista Radio Ltd. has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, Vista Radio Ltd. reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, You agree to release and hold harmless Vista Radio Ltd. and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

11. Disputes: As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in British Columbia having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Vista Radio Ltd. website. To read the Privacy Policy, visit: <http://www.vistaradio.ca/privacy/>

13. Winners List: To obtain a copy of the Winner's name or a copy of these Official Rules, email your request to [digital@vistaradio.ca](mailto:digital@vistaradio.ca) or mail your request along with a stamped, self-addressed envelope to:

Vista Radio Ltd.

[202-910 Fitzgerald Avenue.](#)

[Courtenay, BC](#)

[V9N 2R5](#)

[CANADA](#)

Requests must be received no later than September 10th, 2018.

14. Sponsor: The Sponsor of the Campaign is Vista Radio Ltd. (address above)

15. Facebook: The Campaign hosted by Vista Radio Ltd. and is in no way sponsored, endorsed, administered by, or associated with Facebook.