



## CH-CHing!™ REWARDS PROGRAM CONTEST RULES

THE CH-CHing!™ REWARDS PROGRAM CONTEST (THE “**CONTEST**”) IS INTENDED TO BE CONDUCTED IN CANADA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. THE CONTEST IS OPEN TO CANADIAN RESIDENTS ONLY EXCLUDING RESIDENTS OF QUEBEC AND PARTICIPANTS MUST BE THE AGE OF MAJORITY OR OLDER IN THEIR PROVINCE OR TERRITORY OF RESIDENCE 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 Canada (excluding the province of Quebec); and
- (b) be of the age of majority or older in his/her province or territory of residence at the time of entry; and
- (c) be a registered member of the CH-CHing!™ Rewards Program in good standing.
- (d) be available and agree to appear, if asked by CHCH TV, on CHCH TV’s program “Morning Live” in Hamilton, Ontario on Friday, May 6, 2016 between 6:00am ET and 9:00am ET to announce the winner if selected as a contest finalist.

Employees of CHCH, a division of Channel Zero (the “**Organizer**”), SlimCut Media Canada Inc. (the “**Service Provider**”), and Parkway Motor Group (the “**Sponsor**” or “**Prize Provider**”) and their respective affiliates, subsidiaries, related companies, advertising and promotional agencies, and the household members of any of the above, are not eligible to participate in the Contest.

The Organizer and Service Provider 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 Organizer and Service Provider for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Organizer and Service Provider 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 6:00 a.m. Eastern Time (“**ET**”) on March 7, 2016 and ends at 11:59 p.m. ET on April 29, 2016 (the “**Contest Period**”) after which time the Contest will be closed and no further entries shall be accepted.

### 3. HOW THE CONTEST WORKS.

- (a) Entrants are required to visit [www.chch.com](http://www.chch.com) (the “**Contest Website**”) and register to become a member of the CH-CHing!™ Rewards Program (the “**Rewards Program**”) before being eligible to enter the Contest. Rewards Program Membership is free and there is no purchase required to become a member. Terms and Conditions of the Rewards Program are available on the Contest Website at [www.chch.com](http://www.chch.com).
- (b) Once entrants have registered, they can earn Rewards Program points (each a “**CH-CHing!™ point**”, collectively, “**CH-CHing!™ points**”) which are offered by the Organizer.
- (c) Entrants will be able to earn CH-CHing!™ points by logging into their account at [www.chch.com](http://www.chch.com) and making eligible actions (the “**Actions**”) at [www.chch.com](http://www.chch.com), which include but are not limited to watching news videos, entering keywords seen in select CHCH TV programs, and/or sharing news videos on social media.
- (d) A list of eligible Actions is available at [www.chch.com](http://www.chch.com), as well as details about the corresponding number of points that may be earned for each Action, the daily maximum times an entrant may participate in each Action, and the daily maximum number of CH-CHing!™ points that may be earned for each Action. The Organizer and Service Provider reserve the right, in their sole discretion, to revise the Action and/or CH-CHing!™ points associated with those Actions.
- (e) Entrants will be able to view their CH-CHing!™ points balance once they have logged into their account on the Rewards Program Website.
- (f) CH-CHing!™ points may only be used to enter into contests or draws featured in the CH-CHing!™ Rewards Program Catalogue available on the Contest Website. Entrants may select which contest or draw they would like to enter by clicking on the appropriate link. Entrants must have enough CH-CHing!™ points to enter the selected contest. The number of CH-CHing!™ points required to enter the Contest will be redeemed for contest entry unless otherwise indicated. The number of CH-CHing!™ points required to enter the contest will be immediately subtracted from the member’s CH-CHing!™ points total at the time of redemption.
- (g) Entrants may enter multiple contests at once, or the same contest repeatedly, as long as they have sufficient CH-CHing!™ points to enter.
- (h) THE CH-CHing!™ PROGRAM IS A TIME-LIMITED LOYALTY REWARDS PROGRAM, COMMENCING ON APRIL 16, 2014 AND ENDING ON AUGUST 31, 2016, OR UNTIL SUCH OTHER EXTENDED DATE AS THE ORGANIZER MAY ELECT IN ITS SOLE DISCRETION BY POSTING A NOTICE IN THE PROGRAM TERMS AND CONDITIONS AVAILABLE AT [www.chch.com/chching/terms](http://www.chch.com/chching/terms) (THE “TERMINATION DATE”). POINTS SHALL ONLY EXPIRE IN THE EVENT THAT THE PROGRAM IS NOT EXTENDED PAST THE TERMINATION DATE.

### 4. HOW TO ENTER.

- (a) There is no purchase necessary to enter the Contest. To enter, sign in to your CH-CHing!™ account at [www.chch.com](http://www.chch.com). Click on the item in the CH-CHing!™ Rewards Program

Catalogue that you wish to enter for a chance to win and select “redeem”. The number of points indicated to enter the draw or contest will automatically be withdrawn from your points balance. No entries will be accepted by any other means.

- (b) Fill in the online redemption form including who you wish to nominate. Uploading a photo of the nominee is optional. By uploading a photo, you agree that if you are selected as a qualifier and chosen as a winner, the photo of your nominee may be shown on CHCH's Morning Live as part of the winner announcement. Upon clicking “submit”, the number of points indicated to enter the draw or contest will automatically be withdrawn from your points balance. No entries will be accepted by any other means.
- (c) There is no limit on the number of times an entrant may enter the Contest as long as they have sufficient CH-CHing!™ points to enter.
- (d) Once Points are redeemed for contest entries, all Points become the sole property of the Organizer and none will be returned for any reason. Entries must be received no later than the end of the Contest Period. The ability to redeem points for contest entries will be suspended and no longer available after the contest close date. No communication or correspondence will be exchanged with entrants except with those selected for a Prize.

## 5. PRIZES.

- (a) There is one (1) prize available to be won by the Prize winner (each, a “**Winner**”, collectively, the “**Winners**”) consisting of the following:

PRIZE DESCRIPTION	QUANTITY
One (1) 2016 Nissan Rogue	1 Prize

- (b) The “Prize” has an approximate retail value of: twenty-nine thousand nine hundred and ninety-nine dollars (CDN) (\$29,999). Winner is not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.
- (c) Additional prize redemption instructions will be provided by the Organizer within four (4) business days after the Entrant has officially been declared the Winner, and has signed and returned the Winner Release. The Winner must follow additional email instructions to claim his/her prize within thirty (30) business days of the return of the Winner Release form (described in section 7). Failure to claim the Prize within the allotted time period may result in disqualification and forfeiture of all rights to the Prize (in the Sponsor's sole discretion).
- (d) 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 portion of a Prize will be forfeited and have no cash value. The Sponsors reserve the right, in its and their sole discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason.
- (e) If shipped or mailed, Prizes shall not be insured and the Sponsors shall not assume any liability for lost, damaged or misdirected Prizes.

## 6. WINNER SELECTION.

**ONE (1)** Winner shall be selected as follows:

- (a) **One entrant will be selected from all eligible entries received during the Contest Period by a random draw in Toronto, Ontario on Monday, May 2, 2016.** The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Organizer and Service Provider. Before being declared a Winner, the selected entrant shall be required to comply with the Contest Rules and sign and return the Winner Release (described in section 7).
  - (b) **THE SELECTED ENTRANT WILL BE NOTIFIED BY E-MAIL OR PHONE (IF PHONE NUMBER HAS BEEN PROVIDED BY THE WINNER) NO LATER THAN MIDNIGHT MONDAY MAY 2, 2016 AND THE SELECTED ENTRANT MUST RESPOND WITHIN 24 HOURS OF NOTIFICATION.** Upon notification, the selected entrant must respond by email to the email address provided in the notification, and the selected entrant's response must be received by the Organizer and Service Provider within 24 hours of such notification. If the selected entrant does not respond in accordance with the Contest Rules, he/she will be disqualified and will not receive a Prize and another entrant may be selected in the Organizer and Service Provider's sole discretion until such time as an entrant satisfies the terms set out herein. The Organizer and Service Provider are not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Organizer and Service Provider to receive a selected entrant's response.
  - (c) The Winner and their Nominee may be asked to appear on CHCH TV's program "Morning Live" in Hamilton, Ontario on any of the following days: May 4, May 5, or May 6, 2016 between 6:00am ET and 10:00am ET, at their own expense, if any and without compensation of any kind for their appearance on the program. By accepting the prize as awarded and signing the winner release form, the Winner is agreeing to these terms.
- 7. RELEASE.** The Finalist will be required to execute a legal agreement and release (the "**Release**") to be confirmed as the Contest Winner: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of each of the Organizer, Service Provider, Sponsors and their respective parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, 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 there from; and (iv) grant to the Organizer and Service Provider of the unrestricted right, in the Organizer and Service Provider's collective or individual discretion, to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the Winners' name, photograph, likeness, voice and biography, 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 twenty-four (24) hours of the verification as a Finalist or the selected qualifier will be disqualified and the Prize forfeited.
- 8. INDEMNIFICATION BY ENTRANT.** By entering the Contest, 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, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, participation in the Contest, any breach of the Contest Rules, or in any Prize-related activity. The entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.

**9. LIMITATION OF LIABILITY.** The Organizer and Service Provider 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 Organizer and Service Provider 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 Organizer and Service Provider 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 Organizer and Service Provider are not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing. The Organizer and Service Provider are not responsible for any injury or damage to entrant or to any computer related to or resulting from participating or downloading materials in this Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any Prize. The Organizer and Service Provider 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 Organizer and Service Provider, 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, the Contest Website and/or chch.com.

**10. CONDUCT.** By participating in the Contest, each entrant agrees to be bound by the Contest Rules, which will be posted at the Contest Website throughout the Contest Period. Entrant further agrees to be bound by the decisions of the Organizer and Service Provider, which shall be final and binding in all respects. The Organizer and Service Provider 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, the Contest Website, or the chch.com website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any Channel Zero property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE, CHCH.COM 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 ORGANIZER AND SERVICE PROVIDER RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.

**11. PRIVACY/USE OF PERSONAL INFORMATION.**

- (a) By participating in the Contest, entrant: (i) grants to the Organizer and Service Provider the right to use his/her name, mailing address, telephone number, and e-mail address (“**Personal Information**”) for the purpose of administering the Contest, including but not limited to contacting and announcing the Winners; (ii) grants to the Organizer and Service Provider the right to use his/her 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 Organizer and Service Provider may disclose his/her Personal Information to third-party agents and service providers of any of the Organizer and Service Provider in connection with any of the activities listed in (i) and (ii) above.
- (b) By opting-in online you consent to the Organizer and Service Provider’s use of your Personal Information so that you may be contacted to (i) promote CH-CHing! Rewards Program draws, interactive features and contests similar to the Contest; (ii) promote opportunities to subscribe to Sponsor newsletters or promotional clubs; (iii) notify you about CHCH or other Channel Zero television programs, special events and related products, programs or services; and (iv) enter you into other draws and/or contests.
- (c) The Organizer and Service Provider 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 Channel Zero Privacy Policy located at <http://www.chch.com/privacy-policy/>.

**12. 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 are owned by Channel Zero, the Organizer and Service Provider and/or their affiliates as applicable. 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.

**13. TERMINATION.** The Organizer and Service Provider 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.

**14. 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 Organizer and Service Provider. 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 Organizer and Service Provider in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions 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.

**15. LANGUAGE 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.

**16. NO ASSOCIATION.** PARKWAY MOTOR GROUP is not in any way associated with the programs owned or operated by the Organizer and Service Provider.