

THE DAVE FM FLYAWAY CONTEST (the "Contest")

Official Rules and Regulations (the "Contest Rules")

1. THE CONTEST PERIOD

The Contest entry period commences at 7:00 a.m. Eastern Time ("ET") on September 7, 2010 and concludes at 9:30 a.m. ET on November 1, 2010 (the "Contest Period").

2. ELIGIBILITY

The Contest is open to residents of Ontario who are eighteen (18) years of age or older. Employees, directors and officers of Northstar Travel, CJDV-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, as well as family members of any of the foregoing or those with whom they are domiciled are not eligible to enter the Contest.

3. HOW TO ENTER

NO PURCHASE NECESSARY.

Listen to CJDV-FM weekdays from 7:00 a.m. to 7:00 p.m. ET during the Contest Period (excluding October 11, 2010) for the daily Contest "cue to call". The first caller through to 519-624-1075 (the "Contest Line") after the broadcast of the Cue to Call will be awarded \$107.50 in cash (the "Daily Prize") and will be entered into one (1) of four (4) random draws to win a Grand Prize (each, a "Qualifier"). Listeners will be entered into a Grand Prize draw, according to the date on which they become Qualifiers, as follows:

1. Listeners who become Qualifiers between September 7 and 17, 2010, inclusive ("Round 1") will be entered into the Grand Prize draw taking place on September 20, 2010;
2. Listeners who become Qualifiers between September 20 and October 1, 2010, inclusive ("Round 2") will be entered into the Grand Prize draw taking place on October 4, 2010;
3. Listeners who become Qualifiers between October 4 and October 15, 2010, inclusive ("Round 3"), will be entered into the Grand Prize draw taking place on October 18, 2010; and
4. Listeners who become Qualifiers between October 18 and October 29, 2010, inclusive ("Round 4"), will be entered into the Grand Prize draw taking place on November 1, 2010.

Only one (1) entry per person per day during the Contest Period 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

One Qualifier from each of Rounds 1 - 4 will be selected at random and announced on air between 5:30 am and 9:30 am ET as follows:

- Round 1 - September 20, 2010
- Round 1 - October 4, 2010

- Round 3 - October 18, 2010
- Round 4 - November 1, 2010

5. THE GRAND PRIZES AND GRAND PRIZE VALUES

There are four (4) Grand Prizes to be won. The Grand Prizes consist of:

Round 1 Grand Prize:

- i) return airfare for two (2) people between Toronto, ON to Tampa Bay, FLA USA departing on September 30, 2010 and returning October 2, 2010;
- ii) two (2) nights' standard accommodation (based on double occupancy) at Sheraton Tampa River Walk Hotel in Tampa, Florida
- iii) all hotel taxes and processing fees;
- iv) two (2) tickets for Rush on October 1 at the 1-800-ASK-GARY Amphitheatre in Tampa, FLA
- v) land airport-hotel transfers in Tampa Bay Florida, and

The approximate retail value of the Round 1 Grand Prize #1 is \$1,888. Travel period: September 30 to October 2, 2010.

Round 2 Grand Prize:

- i) return airfare for two (2) people from Toronto, ON to Las Vegas, NV, USA departing on October 29, 2010 and returning October 31, 2010;
- ii) two (2) nights' standard accommodation (based on double occupancy) at the MGM Grand Resort in Las Vegas, NV, USA
- iii) all hotel taxes and processing fees;
- iv) two (2) tickets for Nickelback on October 30 at the MGM Grand Resort in Las Vegas, NV, USA
- v) land airport-hotel transfers in Las Vegas, Nevada, USA

The approximate retail value of the Round 2 Grand Prize #2 is \$2,655. Travel period: October 29 to October 31, 2010.

Round 3 Grand Prize:

- i) return airfare for two (2) people from Toronto, ON to Fort Lauderdale, FLA, USA departing on November 13, 2010 and returning November 15, 2010;
- ii) two (2) nights' standard accommodation (based on double occupancy) at the Crowne Plaza Sawgrass Sunrise in Sunrise, FLA, USA
- iii) all hotel taxes and processing fees;
- iv) two (2) tickets for Roger Waters on November 14 at the Sawgrass Mills Mall and the Bank Atlantic Centre
- v) land airport-hotel transfers in Fort Lauderdale, FLA, USA

The approximate retail value of the Round 3 Grand Prize #3 is \$1,993. Travel period: November 13 to November 15, 2010.

Round 4 Grand Prize:

- i) return airfare for two (2) people from Toronto, ON to Chicago, IL, USA on departing on November 26, 2010 and returning November 28, 2010;
- ii) two (2) nights' standard accommodation (based on double occupancy) at the River Hotel in Chicago, IL, USA
- iii) all hotel taxes and processing fees;
- iv) two (2) tickets for John Mellencamp on November 27 at the Chicago Theatre in Chicago, IL, USA
- v) land airport-hotel transfers in Chicago, IL, USA

The approximate retail value of the Round 4 Grand Prize is \$1,996. Travel period: November 26 to November 28, 2010.

Hereinafter, the "Daily Prize" and the four Grand Prizes are referred to as a Prize or collective as the "**Prizes**".

6. DEADLINE FOR CLAIMING PRIZE

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

7. PRIZE CONDITIONS

- i) All incidental costs and expenses not specifically referred to herein as part of the Prize description, including but not limited to ground transportation not specifically mentioned in Section 5, above, airport improvement fees, travel 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, or items of a personal nature (the "**Expenses**") are the sole responsibility of the Prize winner (and/or guest where applicable). The 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 during the periods outlined in Section 5 in connection with each Grand Prize (the “**Travel Periods**”). If a Grand Prize winner is unable to travel during the Travel Period, he or she will forfeit the Grand Prize; and
- iii) Grand Prize winners (and/or guest where applicable) are responsible for obtaining all necessary travel documents prior to departure. Failure to obtain necessary travel documentation will result in forfeiture of the Grand Prize.

8. **CHANCES OF WINNING**

Chances 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 Prize. The 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 Prize fail to be fit for its purpose or is in any way unsatisfactory to the Prize winner.

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

Before being awarded the Prize the Prize winner and his or her guest, if applicable, 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 Contest Rules;
 - that he or she understands that acceptance of the 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 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 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 Prize, whether suffered by the 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 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.

14. **PUBLICITY**

By entering the Contest, each entrant, including the 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 Prize winner further agrees that his or her audio reaction may be used for on-air promotional purposes. **The entrants understand and**

acknowledge that CJDV-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 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 Prize winner, as a result of entering the Contest and winning the 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.davefm.com and at CJDV-FM studios, located at Suite 210 - 50 Sportsworld Crossing Road, Kitchener, ON.

19. COMPLIANCE WITH CONTEST RULES

All contestants 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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