

# **“Dave and Chuck the Freak’s Big Money Monday’s on 89X”**

## **OFFICIAL RULES AND REGULATIONS**

September 14, 2009-November 16, 2009 (“Contest Period”)

No Purchase Necessary to Enter or Win

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1. TO ENTER the 89X CIMX “Big Money Monday’s on 89X” Contest (the “Contest”) an announcement will be made each week day of the Contest Period telling listeners to call in for a chance to get qualified (“the Announcement”). Announcements will be made Monday through Friday of the Contest Period at approximately 8:00am, 12:00pm, 4:00 pm and 8:00 pm Eastern Time (“ET”) except that on Big Money Monday’s (starting September 28, 2009), there will be no 8am qualifier. When you hear the Announcement, call the CIMX contest line at either (313) 298-7999 or (519) 792-5000. Eligible Detroit and Michigan residents should use the 313 number from the US to avoid long distance charges. In the event the entrant is outside of the local calling area, standard long distance rates as charged by the entrant’s long distance service provider will apply. The 10<sup>th</sup> caller through on the CIMX contest line following the Announcement (as determined by Contest Sponsor) will be eligible to win \$1,000 the following Monday and each Monday thereafter during the Contest Period provided they haven’t already been awarded a prize and provided that the 25 maximum number of prizes has not been reached. The eligible contestant will be announced on air. Beginning September 28, 2009 and each Monday morning after until and including November 16, 2009 (“Big Money Monday’s”) once per hour in the 6 am, 7 am, 8 am, and 9 am a CIMX FM on-air host will call out a name of one of the qualified contestants on air (“Selected Entrant”). The person who was called out on air will then have 89 seconds to call back the station at (313) 298-7999 or (519) 792-5000. The decision as to if the person has called back in time will be determined by the 89X employee who answers the phone, and all decisions as to if the person has called back in time are final. If the person who’s name was called does not call back within the allotted time, 89X will not call another name until the next hour or in the case of the 9 am hour, the next Monday. The prize will be awarded in USD or CDN depending on the contestant’s country of residence. All decisions of the Contest Sponsor are final. Contestants may be required to chat on-air. Inaudible entries and disconnected calls are ineligible. Each eligible contestant will then be required to provide a representative of CIMX with their name, address and telephone number. Ontario residents must correctly answer a time limited mathematical skill-testing question in order to be awarded a prize. Each individual can only participate as a Selected Entrant once during the Contest Period. Contest starts on Monday September 14, 2009 at 8:00 a.m. ET and closes on Monday, November 16, 2009 at 10:00 am ET (the “Contest Period”). Limit of one Prize per household. No purchase necessary. All contests on CIMX are void where prohibited by law.

2. The contest sponsor is CTV Limited (“89X CIMX”) (hereinafter referred to as the “Contest Sponsor”).

3. To enter and to be eligible to win, entrant must be a legal resident of Ontario, Canada or Michigan, USA calling from within those locations and be eighteen (18) years of age or older at the time of entry. Employees of the Contest Sponsor and their parents,

siblings and children, and persons domiciled with an employee of the Contest Sponsor, its agents, parent, affiliated or related companies, subsidiaries, divisions, prize sponsors, and promotional and advertising agencies and administrators, are ineligible to enter. A winner of an 89X CIMX contest within the three (3) months preceding the start of this Contest (including persons designated by such winners to take ownership of prizes) and persons domiciled with such a winner are not eligible to enter.

4. Prizes – \$1,000 in cash is available per time we call out a Selected Entrant's name throughout the Contest Period until the earlier of 25 prizes being awarded or the Contest Period ends. The number of cash Prizes to be awarded will depend on the number of successful contestants who call back within the 89 seconds. In no event will more than 25 prizes be awarded. The prize will be awarded in USD or CDN depending on the contestant's country of residence. Prizes won will be awarded in the form of a cheque which will take approximately ten (10) business days to process. Any federal, state and local taxes applicable to winning a prize in this Contest, as well as any expenses not specified in these Official Rules, are the sole responsibility of the winner(s).

5. All entrants agree that the Contest Sponsor and its agents can use, exploit and distribute, in any media whatsoever, including without limitation, the Internet, now known or hereafter created, worldwide in perpetuity, the entrant's entries, the contestant's audio recordings, the entrant's comments, without any further consent or compensation of any nature or kind. All entrants agree to waive any and all copyright interest, of any nature or kind, they may have in their comments, interviews and appearances, including without limitation any moral rights in the foregoing.

6. Proof of identification must be provided upon request. Before being awarded the Prize, potential winner(s), will be required to sign and return within the time stipulated by the Contest Sponsor, a full release and indemnity form stating that he/she has read and understood these official rules and regulations ("Rules"), grants and has obtained all consents required, authorizes the Contest Sponsor to broadcast, publish and disseminate his/her name, city of residence, photograph likeness, sobriquet and voice, in connection with any promotion or publicity, and/or for general news, entertainment and information purposes at no additional compensation to the potential winner beyond the awarding of or participation in the Prize, accepts the Prize as offered and releases the Contest Sponsor from any and all liability of any kind arising out of the potential winner's participation in this Contest and receipt and use of the Prize. In the event that the potential winner does not comply with all the provisions as contemplated in these Rules, Contest Sponsor shall have the right to disqualify potential winner and forfeit the prize and the Contest Sponsor shall be fully and completely released and discharged from any liability or responsibility in this regard.

7. The odds of winning a Prize will depend on the total number and timing of callers after each Announcement on any weekday of the Contest Period.

8. By entering this Contest, the entrants and participants automatically agree to accept and abide by these Rules. All decisions of the Contest Sponsor with respect to any aspect of this Contest, including, without limitation, the eligibility of entries, are final and binding on all entrants in all matters as they relate to this Contest.

9. Contest Sponsor assumes no responsibility for garbled, inaudible lost, late, delayed, destroyed or misdirected entries, mail, voice messages, e-mail or any computer errors or malfunctions. No correspondence will be entered into except with entrants requesting Rules by mail or requesting the names of the prize winners (for which a self-addressed, postage paid envelope must be included). Contest Sponsor does not assume any

responsibility for incorrect or inaccurate capture of entry information, technical malfunctions, human or technical error, seeding or printing errors, lost, delayed or garbled data or transmissions, omission, interruption, deletion, defect or failures of any telephone or computer line or network, computer equipment, software or any combination thereof. Entry materials or data that have been tampered with or altered are void. If for any reason, in the opinion of the Contest Sponsor, in its sole discretion, the Contest is not capable of running as originally planned, or if the administration, security, fairness, integrity or the proper conduct of the Contest is corrupted or adversely affected, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond its control, Contest Sponsor reserves its right to cancel, terminate, modify, amend, extend or suspend the Contest. Contest Sponsor reserves its right to modify the Rules without materially affecting the terms and conditions hereof. The Contest Sponsor reserves its right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Rules or otherwise in a disruptive manner or providing content that does not adhere to applicable standards regarding broadcast material. Any attempts to deliberately damage the Contest web site or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made the Contest Sponsor reserves its right to seek remedies and damages to the fullest extent of the law. Contest Sponsor shall not be held responsible for any errors or negligence that may arise or occur in connection with the Contest including any damage to an entrant's computer equipment, system, software or any combination thereof, as a result of its participation in this Contest or from downloading any material from the Contest web site, where applicable.

10. Contest is subject to all applicable federal, state, provincial and municipal laws and regulations. Personal information collected from entrants will be used by Contest Sponsor for the purpose of administering this Contest only. Contest Sponsor will not sell, share or otherwise disclose personal information of entrants with third parties, other than to third parties engaged by them to fulfill the above purposes or as permitted or required by law. By entering the Contest, entrants consent to the manner of collection, use and disclosure of personal information as set out in CIMX's Privacy policy at 89Xradio.com. Any inquiry concerning the personal information held by the Contest Sponsor should be addressed to CTV Inc. at 299 Queen St. West, Toronto, ON, M5V 2Z5.

11. 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.

12. All intellectual property, including but not limited to trade-marks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned by the Contest Sponsor and/or its affiliates. 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. Sponsor: CTV Limited 1640 Ouellette Avenue, Windsor ON N8X1L1 in Canada.

14. Official Rules and Winner's List Requests: For a list of winners or a copy of these Official Rules, send a self-addressed postage-stamped envelope to: 30100 Telegraph Rd. Suite 460 Bingham Farms, MI 48025 in US or 1640 Ouellette Avenue, Windsor ON

N8X1L1 in Canada and indicate your request. Requests for winner's lists must be received no later than six (6) months following the close of the Contest. Requests for Official Rules must be received no later than one (1) week after the close of the Contest.

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