

## CONTEST RULES

You Could Win \$10,000 at the 3rd Annual Rock 95 Rock, Paper, Scissors Invitational (the "Contest")

### 1. ENTRY PERIOD & CONTEST SPONSORS.

(a) The Contest is brought to you by the following entities (collectively or individually, the "Contest Sponsors"): Central Ontario Broadcasting. ("ROCK 95"), operator of radio station Rock 95 ("Rock 95") Gateway Casinos Innisfil ("Gateway Casinos").

(b) The Contest entry period (the "Entry Period") starts at 12:01am on Wednesday May 1st, 2019 and continues until 5pm on May 30<sup>th</sup>, 2019. All times are Eastern Standard.

### 2. HOW TO ENTER.

(a) No purchase necessary.

(b) To enter the Contest, (i) qualify to attend the Rock 95 3rd Annual Rock, Paper, Scissors Invitational event (the "Event") to be held at Georgian Downs, 7485 5th Sideroad, Innisfil, ON L9S 3S1, On Friday, June 7th, 2019 from 7pm until approximately 9pm; and (ii) attend and participate in the Event in person (or have a Proxy do so in your stead, as further described below) in accordance with these Contest rules.

(c) A total of sixty-four (64) qualifiers will be eligible to participate in the Event (a "Contestant") in accordance with one of the following qualification methods:

i) Register at Rock95.com then Listen to Rock95 every weekday during the Entry Period to see if your name is called starting on May 6<sup>th</sup>, 2019 – May 30<sup>th</sup>, 2019 at the pre-determined times; 9am, 2pm and 5pm. There will be fifteen (15) Official Contest Plays played per week during the Entry Period. When a registered participant hears their name called out on the air, they'll have 9 minutes and 57 seconds to call back at 705-721-ROCK (7625) and claim their spot, becoming one of the sixty-four (64) Contestants competing in the Event. If a registered participant fails to call back within the allotted time after they hear their name, then they DO NOT qualify for the event.

ii) Compete against Rock 95 during Live Broadcast. Visit Gateway Casinos Innisfil Tuesday, May 7<sup>th</sup>, 2019, Tuesday, May 14<sup>th</sup>, 2019, Tuesday, May 21<sup>st</sup>, 2019 and/or Tuesday, May 28<sup>th</sup>, 2019 between 5-7pm and play a on air personality of Rock 95 in a game of Rock Paper Scissors in accordance with the official game rules outlined in Appendix A. If you successfully beat the on air announcer, you'll earn a ballot for the chance to become a Contestant. You can play the On Air Announcer as many times as you want, but are only entitled to fill out one (1) ballot. If it is discovered that someone has filled out more than one (1) ballot then all of their ballots will become null and void and they will be disqualified. A random draw from all eligible qualification entries received via this mechanism will be conducted by a representative

of Rock 95 in Barrie, ON, at approximately 8:00am on each following morning (Wednesday, May 8<sup>th</sup>, 2019, Wednesday, May 15<sup>th</sup>, 2019, Wednesday, May 22<sup>nd</sup>, 2019 and Wednesday, May 29<sup>th</sup>, 2019) from all eligible ballots received in respect of this qualification method. Two (2) ballots from each live broadcast will be selected and the individual who submitted such ballot will be deemed a Contestant. Selected Contestants will be contacted by means of the information provided in their ballot. Non-selected ballots submitted via this method will not be carried forward to future draws in respect of this qualification mechanism.

(d) Other than as set forth above, there is no limit on the number of times you may attempt to qualify; however, you may only qualify once in this Contest.

(e) Any attempt or suspected attempt to enter the Contest or to qualify in a fashion not authorized by these rules shall be deemed to be tampering and will void all of your entries.

(f) Rock 95 reserves the right to amend their rules at any time and make the changes effective retroactive. If, after the Contest has begun, changes or updates are made, the changes will be announced on the day the changes are made and made retroactive and will be available at the Rock 95 Office located at 431 Huronia Road Unit 10, Barrie, Ontario..

(g) By accepting an invitation to the Event, Contestants confirm compliance with these rules and release each of the Releasees (defined below) from and against all liability in connection with the invitation, the Contest and/or the awarding and/or use of any prize.

(h) Although this Contest may be communicated, promoted, or administered by means of any third party social media or social networking service or site (each, a "Third Party Service"), participants acknowledge that: (i) this Contest is not sponsored, endorsed or administered by, or associated with, any Third Party Service; (ii) if entry into this Contest is by means of a Third Party Service, participants must have a valid account with the applicable Third Party Service (and may be required to have a public (i.e. non-private) account in order to participate) and must comply with the applicable Third Party Service terms and policies; and (iii) any questions, comments or complaints regarding this Contest should be directed to Rock 95 and not to any Third Party Service.

By participating in this Contest, you completely release any Third Party Service of all liability in relation to any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from your participation.

### 3. ELIGIBILITY.

(a) This Contest is open to Canadian residents who (at the time of participation) are: 19 years of age or older; Patrons who are qualifying using the qualification method set out in subsection 2(b) must additionally reside within the listening range of the Rock 95. For greater certainty, “within the listening range of the Rock 95” means that you must be able to access the Rock 95’s terrestrial broadcast without recourse to satellite radio, the Internet (including, without limitation, simulcasting), cable television, an application (including, without limitation, a web, digital or telephone application), or any other non-traditional listening device or tool. Whether or not an individual resides within the listening range of the Station will be determined by ROCK 95 in its sole discretion.

(c) Employees, officers, directors, agents, and representatives of the Contest Sponsors, their parent and affiliated companies, the Contest prize suppliers, the contest judges (if applicable), and any and all other companies associated with the Contest, as well as those with whom the foregoing individuals reside, are not eligible to enter this Contest.

(d) Rock 95 shall have the right at any time to require proof of identity and/or eligibility to enter the Contest, including requiring the patron to present valid Government Issue photo identification. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Contest Sponsors reserve the right, in their sole discretion, to disqualify any participant should such participant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

(d) If a contestant is unable to attend the Event, he/she may transfer the invitation to another individual (a “Proxy”) at the discretion and with the approval of Rock 95, provided that the individual meets the eligibility requirements of this Contest and is not the Proxy for any other Contestant.

### 4. PRIZE DESCRIPTION.

(a) One (1) eligible Contestant will be eligible to win one (1) cash grand prize, valued at \$10,000.00 CDN (including all fees and taxes) (the “Prize”).

(b) Prize must be accepted as awarded, without substitution, transfer, exchange or assignment, unless otherwise determined in the absolute discretion of the Contest Sponsors and/or prize suppliers. The Contest Sponsors and/or the prize suppliers reserve the right, in their absolute discretion, to substitute the Prize, or a component of a prize, with a prize, or a component of a prize (as applicable), of equal or greater value, including, without limitation, a monetary award, if the Prize or Prize component cannot be awarded by the Contest Sponsors and/or the prize supplier(s) for any reason. Prize may not be exactly as advertised. Prize will not be replaced if lost, destroyed or stolen.

(c) Except as expressly warranted herein, any Contest prize is provided “as is” without further warranty of any kind.

(d) Odds of winning depend on the number of eligible Contestants (or their Proxies) in attendance at the Event.

## 5. TOURNAMENT EVENT

(a) Contestants or their Proxies are required to register at the Event by 6:30pm on Friday, June 7<sup>th</sup>, 2019 with photo identification as designated by the Contest Sponsors in their absolute discretion and to be further specified in each qualifier’s invitation or by email or phone. All Contestants (or their designated Proxies) must be in attendance at the Event and participate in the Activity (defined below) in order to be eligible to win the Prize. Failure to officially register at the Event by the pre-determined time may result in disqualification from the Contest.

(b) Any Contestant who cannot attend the Event must notify Contest officials at Rock 95 in advance, in writing, or by phone with the name of their designated Proxy who will participate on their behalf. Failure to notify Contest officials by the pre-determined time will result in disqualification from the Contest. Deadline for Proxy notification is 12pm (noon) Monday, June 3<sup>rd</sup>, 2019.

(c) Sixty-four (64) Contestants (or their designated Proxies) must participate in the Event in order to be eligible to win. Participating in the Event will involve participating in a Rock, Paper, Scissors tournament (the “Activity”).

(d) The sixty-four (64) Contestants will compete one on one by way of a single elimination bracket tournament system. The order of competition will be determined in the order in which they qualified by date. If a Contestant gets disqualified or doesn’t show up to the Event, then the Contestant which they’re facing off against will move on to the next round without being required to participate in the previous round.

(e) Each Contestant will play one other Contestant by means according to the official game rules (SEE APPENDIX A FOR OFFICIAL GAME RULES).

(f) A winner will be declared after one (1) Contestant successfully defeats all designated Contestants within the official tournament bracket posted at Event (as determined by Rock 95), without contest or appeal.

(g) In order to be declared the Prize winner, the potential prize winner must: (i) correctly answer, without aid of any kind, whether mechanical or otherwise, a time-limited, mathematical skill-testing question to be posed to the potential prize winner; (ii) be in full compliance with these Contest rules; and (iii) in the discretion of the Rock 95, sign and return a release of liability and consent to publicity

form (the "Release Form") and any other documentation that may be reasonably required by the Contest Sponsors in their absolute discretion.

(h) Decisions and/or conclusions and rulings of the Rock 95 and/or their representatives are final and binding without right of appeal in all matters related to this Contest and the awarding of a prize.

(i) An eligible winner will be disqualified and required to forfeit any claim to a prize if the terms set forth in these Contest rules are not adhered to.

(j) An entrant may be required to provide proof of identification to the Rock 95 when claiming a prize or otherwise in connection with this Contest to facilitate the Rock 95 accurate identification of a Contest winner, including requiring entrants to present valid government-issued photo identification.

(k) Once a winner has been confirmed in accordance with the terms of these Contest rules, prize distribution will promptly be coordinated.

## 6. RELEASE OF LIABILITY / CONSENT TO PUBLICITY.

By entering the Contest, each entrant accepts and agrees to:

- (i) be legally bound by these Contest rules, including all eligibility requirements,
- (ii) be bound by the decisions and/or conclusions of the Contest Sponsors and their representatives or the independent judging organization, if any, which are final, binding and conclusive (without appeal) on all matters relative to the Contest;
- (iii) promise release and forever discharge the Contest Sponsors, their respective parent and affiliated companies, subsidiaries, licensees, distributors, divisions, dealers, retailers, printers and advertising and promotional agencies, any and all other companies associated with the Contest (including prize suppliers and suppliers of materials or services related to the Contest), and all of their respective employees, directors, officers, shareholders, agents, representatives, successors and assigns (collectively, the "Releasees") from any and all actions, causes of actions, suits, debts, dues, accounts, claims, damages or liability for any loss, harm, damages, costs or expenses arising out of, or in any way related to, his/her participation in the Contest and/or the awarding, receipt, possession, use and/or misuse of any Contest prize (or any portion thereof), or any travel or activity that is related to the receipt or use of any Contest prize, including, without limitation costs or losses related to personal injuries, death, damage to, loss or destruction of property, and rights of publicity, personality, privacy and/or intellectual property. By accepting a Contest prize, the winner authorizes each of the Contest Sponsors and their respective designees to use in any related publicity the winner's name, city and province/territory of residence, photograph, image, likeness, voice, and any statements he/she may make regarding such Contest prize for advertising and promotional purposes worldwide in perpetuity, in any form of media including the Internet, without limitation and without additional compensation or consideration, permission or notification, unless prohibited by law;

and each winner waives any rights that may exist in respect of materials produced pursuant to the foregoing.

#### 7. LIMITATION OF LIABILITY.

The Releasees are not responsible for:

- (i) lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider, website, or other connections, including those through and/or by any website;
- (ii) jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties;
- (iii) failures or malfunctions of phones, phone lines or telephone systems, any error, omission, interruption, defect or delay in transmission, processing, or communication;
- (iv) printing, typographical or other errors appearing within these Contest rules, in any Contest-related advertisements or other materials; or
- (v) any other errors, problems or difficulties of any kind, whether human, mechanical, electronic, network, computer, telephone, mail, typographical, printing or otherwise relating to or in connection with this Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the prize or in any Contest-related materials, or the cancellation or postponement of any event. The Releasees are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. The Releasees are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participation in this Contest or downloading materials from or use of any website.

#### 8. PRIVACY.

By entering this Contest, each entrant consents to the collection, use, and disclosure of his/her personal information for the purposes and in the manner described herein. All information submitted by entrants is being collected by ROCK 95 and will not be shared with any additional parties unless specified.

## 9. GENERAL.

(a) LAWS AND RULES. This Contest will be run in accordance with these Contest rules, which shall be subject to amendment by Rock 95 without notice or liability to you. Entrants must comply with these Contest rules and will be deemed to have received and understood these rules by participating in this Contest. The terms of this Contest, as set out in these rules, are not subject to amendment or counter-offer, except as set out herein. This Contest is subject to all applicable federal, provincial and municipal laws and regulations. These rules are governed exclusively by the laws of the province of Ontario and the federal laws of Canada (as applicable), and you submit to the exclusive jurisdiction of the courts of such province or territory.

(b) CANCEL AND AMEND. ROCK 95 reserves the right to cancel, modify, or suspend this Contest or to amend the Contest rules at any time and in any way, without prior notice, for any reason whatsoever. Without limiting the foregoing, if for any reason the Contest is not capable of running as originally planned, for example as a result of tampering or infection by computer virus, bug, corruption, security breach, or other cause beyond the reasonable control of the Contest Sponsors, ROCK 95 reserves the right to cancel or suspend the Contest and/or conduct a random draw from all previously received eligible entries.

(c) CONDUCT. The Contest Sponsors reserve the right, in their absolute discretion, to disqualify without notice any entrant that they find to be: violating the Contest rules; tampering or attempting to tamper with the entry process or the operation of the Contest or any Contest website; acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; or attempting to undermine the legitimate operation of the Contest. Any attempt by an entrant or any other individual to undermine the legitimate operation of this Contest may be a violation of criminal and/or civil laws. Should any such attempt be made, the Contest Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution, and ROCK 95 reserves the right to ban or disqualify an entrant from this Contest and any future contests.

## APPENDIX A:

### OFFICIAL Rock 95 ROCK, PAPER, SCISSORS INVITATIONAL RULES OF PLAY

#### 1. BACKGROUND

(a) These general rules apply to the 3<sup>rd</sup> Rock 95 Rock, Paper, Scissors Invitational, its tripartite variants known in any permutation and/or combination of the following Scissors Paper Rock/Stone and by any other name that is currently known or unknown to the World RPS Society, Rock 95 including: Roshambo, Jaken, JanKenPo.

## 2. DEFINITION

(a) RPS is a decision making game of wits, speed, dexterity and strategy between players who are unable to reach a decision using other means. The result of a game is considered a binding agreement between the players. RPS is a game played by honourable people and therefore every effort should be made to commit to the outcome. The game is played by substituting the elements of: Rock, Paper and Scissors with standard hand signals.

## 3. RULE GOVERNANCE

(a) These rules are governed, maintained, published, updated, authorized and approved by the World RPS Society under the guidance and authority of the World RPS Steering Committee. Any changes are in strict violation of the World RPS Society's Responsibility Code. Any changes to the rules require a seven-eighths majority ruling by the World RPS Steering Committee, unless, a temporary waiving or amendment is agreed upon by the players prior to play commencing. All temporary amendments are considered ephemeral unless otherwise agreed upon, but must not include any variant throws beyond the basic trinity such as, but not limited to, dynamite, bird, well, spock, god, water, lightning, bomb, matchstick, water, and/or Texas longhorn.

## 4. THE SET UP

(a) Prior to play commencing, the players must agree that whoever is declared the winner by way of a best-of-three match will progress to the next round and the loser will be eliminated from the tournament.

(b) Players must agree to the number of primes to be two for every match in invitational tournament play.

(c) The players must stand opposite each other with one outstretched fist at waist height with a distance between their fists of no less than 1 cubit and no more than 2 cubits.

(d) The players must agree to the number of rounds to be played to be a maximum of three before the match is concluded, with the first player to win two rounds to be declared the winner.

## 5. BEGINNING PLAY – PRE-PRIME PHASE

(a) A "call for prime" is issued by the referee to both opponents in a RAT (recognizable audible tone).

(b) A Recognizable Audible Tone, is defined as an utterance that can be heard by the referee. Using the word "ready" is considered good form.



(c) In the case of match between or with hearing impaired players or in situations where it is critical that silence must be maintained, a mutual agreement upon Recognizable Visual Signal can replace the standard RAT. In this case, a nod of the head while looking directly into the eyes of the other player is standard form.

(d) A 'return of the call' is then issued by the contesting players who thus acknowledges the "call for prime", also in a RAT (or RVS). (e) Once the "return of the call" has been established, players are considered to be "at ready".

(f) Play may begin anytime after the players are established and recognized as being "at ready".

(g) Game is considered to be "in play" after the referee "breaks ready" and thus "initiates the prime".

## 6. PRIMING

(a) The vertical prime is performed by retracting the outstretched fist back towards the players' shoulder (players must face each other and perform the prime with arms parallel).

(b) The fist should be retracted towards the players' own body rather than your opponent's to avoid possible contact

(c) As soon as the referee has "broken ready" and initiated the first prime, it is the responsibility and obligation of the opponents to also begin priming and to "catch" or "synch" the prime with each other so they can establish an approach and delivery in unison.

(d) The player who has initiated the prime is under the strict obligation to maintain a constant priming speed so as to give his opponent every opportunity to "catch the prime"

(e) The fist must remain in the closed position until the delivery of the final prime. The fist is the only acceptable hand position during the prime.

(f) The fist must remain in full view of the opposing player and may not come in contact with any outside influences that inhibit the opponent's view.

(g) Prior to the delivery of the final prime, the game may be called off for the following reasons only: rule clarification, decision clarification, or injury.

## 7. APPROACH

(a) Once the fist has reached the highest point of the final throw of the last prime, the delivery of the throw is considered to be "in approach". At any time during the approach of this final prime, the hand may be released in any of the following manners:

(i) Rock: represented by a closed fist with the thumb resting at least at the same height as the topmost finger of the hand. The thumb must not be concealed by the fingers. Note: To accommodate different throwing styles, it is considered legal for the first knuckle of the thumb to point downward.

(ii) Scissors: Is delivered in the same manner as rock with the exception that the index and middle fingers are fully extended toward the opposing player. It is considered good form to angle the topmost finger upwards and the lower finger downwards in order to create a roughly 30–45 degree angle between the two digits and thus mimic a pair of scissors.

(iii) Paper: Is also delivered in the same manner as rock with the exception that all fingers including the thumb are fully extended and horizontal with the points of the fingers facing the opposing player. Use of the "vertical paper" (sometimes referred to as "the handshake") is considered exceptionally bad form.

(iv) Throws must be delivered prior to the completion of the approach. The approach is considered finished when the forearm is at a 90-degree angle to the upper body. Any throw not delivered prior to the hand crossing the 90-degree mark shall be considered a throw of rock.

## 8. DELIVERY

(a) Participants must exercise extreme dexterity, caution and care and not initiate contact between the opposing fists during any point of the priming phase. The direct contact of the fists can cause scraping, chaffing, rapping of the knuckles. Make sure any onlookers are aware of the intentions of the players as the swinging of closed fists can be mistaken as a sign of a potentially combative situation.

(b) Should direct contact occur players should stop play immediately and assess any personal injuries before restarting the prime.

(c) After players have revealed their throws play must stop until an agreement can be reached as to a winner or if a stalemate situation has arisen.

## 9. THROWS

(a) Player has the full range of throws to play, as follows:

i) Rock: wins against scissors, loses to paper and stalemates against itself

ii) Paper wins against Rock, loses to scissors and stalemates against itself

iii) Scissors wins against paper, loses to rock and stalemates against itself

(b) Players may use any combination of these throws at any time throughout the match. Any throws that are not conforming to the standard hand positions (outlined above) and thus deemed to be a rock (stone), paper, or scissors is considered to be an illegal throw and is thus forbidden. Should a player execute an illegal throw, the opposing player has the right (but not the obligation) to claim immediate victory over the round (not the match). Alternatively, the infringed upon player has the right but not the obligation to replay the current game if he/she so chooses.

(c) The winner of the round is dictated by the player's throw which beats that of the opponent. Under no circumstances can a losing throw ever beat a winning throw.

(d) In the case of a stalemate, where players reveal the same throw the round must be replayed. There are no limits to the numbers of stalemates which may occur in any given match. Should players find themselves in a continuous stalemate situation, also known as "Mirror Play", a good approach can be to take a short "timeout" to rethink your strategy.

## 10. POST-GAME PLAY

(a) There is no limit to the number of games, rounds, or matches that can be played in RPS. The game may continue until any and all decisions and/or conclusions are reached and are at the discretion of the players involved. Games for honour can be substituted at any point after the conclusion of a match as long as is agreed upon by all players involved before the beginning of the next match.

(b) Note: At the conclusion of the match after the winner has been determined, some players will offer a vertical paper throw or "handshake". While this gesture is seen in other circles as good manners to thank your opponent for the match, it is important to note that this action should not be expected or required in RPS, due to the fact that in general a "Handshake" is used as "deal sealer" between two parties. Since the results of an RPS match are considered to be binding, the "handshake" can be considered a redundancy since, in effect, the "deal" has already been "sealed" with the outcome of the match.

## 11. DISCLAIMER

(a) The World RPS Society, ROCK 95, Gateway Casinos, and Georgian Downs do not take any responsibility, legal or otherwise, as a result of any actions or in-actions performed as a result of a decision and/or conclusion made or changed via the use of the game.

In addition, the World RPS Society, ROCK 95, Gateway Casinos, and Georgian Downs do not govern, manage, police, or endorse any non-honour activity resulting from a decision and/or conclusion made via RPS. It is the sole responsibility of the players' involved to govern the outcomes of any matches. The World RPS Society, ROCK 95, Gateway Casinos and Georgian Downs do not encourage, endorse, or promote the use of RPS in illegal, immoral, and/or life threatening situations. RPS should only be used in situations where the two parties cannot reach agreement via other means or in order to make the decision and/or conclusion making process more enjoyable. An offer of using RPS to determine an outcome of a previously decided upon event is in strict violation of the World RPS Society's Players

Responsibility Code and will not be considered binding even if one of the players was unaware of the previous decision and/or conclusion. All players assume any and all risks associated with playing the sport. It is not recommended that novices attempt to use the physical versions of the RPS elements as they can cause serious harm or injury if not played properly. If any further information is required please consult to the World RPS Societies pamphlet "It's your life: When not use RPS as a decision and/or conclusion making vehicle".

These rules are considered full and complete and cannot be deviated from or altered UNLESS specifically noted to the contrary in the game rules.