

CONTEST RULES
(the “Official Rules”)

TOYS 21
(the “Contest”)

These Official Rules govern the Contest. By participating or attempting to participate in the Contest, you will be deemed to have read, understood, and agreed to be bound by these Official Rules.

1. WHO ARE THE SPONSORS?

The Contest is sponsored and administered by Rogers Communications Inc. or one of its subsidiaries or affiliates (“**Rogers**”) on behalf of CHEZ 106 (the “**Station**”).

The following entities are co-sponsors of the Contest: Import Car Centre, AirZone HVAC Services, Guildcrest Homes, Ottawa Valley Meats, Class Axe Guitars, Ottawa Fastener Supply: The Tool & Equipment Store, Mahon’s Pools, Spas, Tanning & Billiards, House of Canvas, Cabela’s and RBC Bluesfest together with Rogers, collectively the “**Sponsors**”.

Rogers and any co-sponsors of the Contest are referred to collectively or individually as the “**Sponsors**”.

This Contest is in no way sponsored, endorsed, administered by or associated with any third party social media or social networking service or site (each a “**Third Party Service**”), including but not limited to Facebook, Instagram and/or Twitter. Any questions, comments or complaints regarding the Contest should be directed to Rogers and not to any Third Party Service.

2. WHO IS ELIGIBLE TO ENTER?

To be eligible to enter this Contest, an individual must:

- (a) Be a legal resident of the province of Ontario who has reached the age of majority as of the date of entry and who resides within the listening range of the Station. For greater certainty, to be eligible, you must be able to access the Station’s terrestrial broadcast without recourse to satellite radio, the Internet (including simulcasting), cable television, an application (including 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 Rogers.
- (b) Own their place of residence, or if the entrant is not the owner, have permission to enter into the contest and accept the prize as awarded.
- (c) Be willing and able to participate in the prize as awarded.

Employees, officers, directors, agents, and representatives of the Sponsors or any of their respective parents, subsidiaries or affiliates, any prize suppliers, any and all other companies associated with the Contest, a household member of any of the individuals listed above, whether or not related or members of the immediate family (spouse, parent, child, sibling) of the individuals listed above are not eligible to enter.

3. WHEN DOES THE CONTEST START/END?

You may enter the Contest between **8:00am** on Tuesday, September 8, 2020 and 9:00am on Friday, October 30, 2020 (“**Entry Period**”) after which time the Contest will be closed and no other entries shall be accepted. All times referenced in these Official Rules are Eastern Time.

4. HOW DO I ENTER THE CONTEST?

No purchase is necessary to enter the Contest. Enter using any of the 6 methods of entry outlined below. No entries will be accepted by any other means.

(a) To enter the Contest via Cue to Text:

Starting on Saturday, September 12, 2020, listen to the Station at approximately 8am, noon, 5pm + 8pm each weekday (Monday-Friday) and noon + 4pm weekends (Saturday + Sunday) during the Entry Period for a cue to text and the provided keyword (no contest cue will be given on Monday, October 12, 2020). Within five (5) minutes of any such cue to text (the “**Entry Window**”), send the Station a message that starts with the keyword given to 762-555. Such message may be sent via a cellular telephone that is capable of two-way messaging. Your carrier’s standard text message or short code message and data rates may apply. By sending a message to the Station in accordance with these Official Rules, you agree to being put on-air by the Station.

Weekday mornings at approx. 6:45am, starting on Monday, September 14, 2020 and ending on Friday, October 30, 2020 (excluding October 12, 2020) the Station will conduct a random draw in Ottawa, Ontario from among all eligible messages received to date (the “**Eligible Messages**”), to select two (2) entrants to be deemed as potential qualifiers. Non-selected messages will not carry forward to future draws. The Station will contact each selected entrant using the phone number they used to text; however, in the event the Station is unable to make contact with a selected entrant for any reason within one (1) minute, the Station may disqualify such selected entrant and randomly select an alternate entrant from among remaining Eligible Messages received during the applicable Entry Window until the Station successfully makes contact with an eligible potential qualifier.

On Friday September 18, Friday September 25, Friday October 2, Tuesday October 6, Friday October 9, Friday October 16 and Friday October 23, 2020 at approx. 8am, noon, 5pm + 8pm the Station will conduct a random draw in Ottawa, Ontario from among all Eligible Messages received to date, to select one (1) entrant to be deemed a potential qualifier. Non-selected messages will not carry forward to future draws. The Station will contact such selected entrant using the information provided in the message they sent; however, in the event the Station is unable to make contact with a selected entrant for any reason within one (1) minute, the Station may disqualify such selected entrant and randomly select an alternate entrant from among remaining Eligible Messages received during the applicable Entry Window until the Station successfully makes contact with an eligible potential qualifier.

The Station’s online stream may be a delayed stream of the Station’s radio signal and may vary depending on your computer’s memory capacity and the speed of your Internet connection. For that reason, it is recommended that listeners listen to the Station in “real time” by turning on an actual radio.

A total of ninety four (94) contest qualifiers (the “**Qualifiers**”) that entered through this entry method will receive keys (the “**Keys**”) for the grand prize draw (as set out below in section 8) on November 5, 2020.

(b) To enter the Contest via Cue to Call

Listen to the Station at approximately 8am on September 8, 2020 and October 30, 2020 and telephone the Station (613-750-1061) following any Contest cue to call. To be deemed a potential qualifier, be the correct caller to reach the Station following any such cue to call with the correct information.

If the telephone line is dead when answered, or no audible response is heard, or no one responds after five seconds, the Station will answer the next call in sequence and the next call in sequence will replace that call, and so on and so forth. In the event a call is cut off before all personal data is collected, the Station will use reasonable efforts to make contact with the cut-off caller, provided enough personal information was gathered in order to correctly identify the cut-off caller. In the event two or more calls come through on the same line, all such callers will be advised to hang up and try again, and the next call in sequence will replace that call. In the event the Station answers a call and identifies the caller as

an individual already qualified in this Contest or ineligible to participate in this Contest, the Station will answer the next call in sequence and the next call in sequence will replace that call, and so on and so forth.

The Station's online stream may be a delayed stream of the Station's radio signal and may vary depending on your computer's memory capacity and the speed of your Internet connection. For that reason, it is recommended that listeners listen to the Station in "real time" by turning on an actual radio. A total of two (2) contest Qualifiers (1 per each cue to call) that entered through this entry method will receive a Key for the prize draw on November 5, 2020.

- (c) To enter the Contest on Facebook, visit the CHEZ 106 Facebook page and 'Follow'. On September 23 and October 15, 2020 and look for the TOYS 21 Contest prize video and question and comment on the post. A random draw from all eligible correct entries received via this mechanism will be drawn by a representative of the station on September 24 and October 16, 2020 in Ottawa, Ontario. One (1) individual will be selected as a Qualifier for each draw. The selected individual will be contacted via Facebook Direct Message.
- (d) To enter the Contest on Instagram, visit the CHEZ 106 Instagram page and 'Follow'. On September 21, 2020 look for the TOYS 21 Contest prize photo and follow the instructions on the post. A random draw from all eligible entries received via this mechanism will be drawn by a representative of the station on October 29, 2020 in Ottawa, Ontario. One (1) individual will be selected as a Qualifier. The selected individual will be contacted via Instagram Direct Message.
- (e) To enter the contest online, visit chez106.com/contests (the "**Contest Website**") during the Entry Period and complete and submit the online entry form on the Sponsor's page of your choosing. There are no limits to the number of times you can enter online. A random draw from all eligible entries received per Sponsor page will be drawn by a representative of the station on October 30, 2020 in Ottawa, Ontario. One (1) individual per Sponsor selected will be selected as a Qualifier for a total of five (5) Qualifiers.
- (f) To enter in person during the Entry Period, visit Import Car Centre at 880 Merivale Rd in Ottawa, Ontario during regular business hours and fill out a Contest ballot onsite. Limit of one (1) ballot per person. A random draw from all eligible entries received via this mechanism will be drawn by a representative of the station on October 30, 2020 in Ottawa, Ontario. One (1) individual will be selected from all eligible ballot entries received as a Qualifier.

Selected potential Qualifiers will be contacted via information provided at the time of entry. Any potential Qualifier that does not respond within one (1) business day following the first attempt of contact will be disqualified and required to forfeit any claim to the Contest prize.

Entries received online shall be deemed to be submitted by the individual assigned to the e-mail address, telephone number, Instagram Account or Facebook Account associated with the Contest entry. For the purpose of these Rules, an authorized account holder of any of the above is defined as the person who is assigned to any of the above by an internet access or telephone provider, online service provider, Facebook or Instagram or any other organization responsible for assigning an individual to an email address, telephone number, Facebook or Instagram account associated with the submitted entry. A Qualifier may be required to provide proof that they are the authorized account holder associated with the selected entry.

5. HOW MANY TIMES MAY I ENTER THE CONTEST?

You may enter the Contest in accordance with the directions set out in section 4 above. There can only be one (1) Qualifier per household. In the case of multiple entries into a contest with defined entry limitations, only the first eligible entry will be considered.

6. COULD MY ENTRY BE REFUSED OR REJECTED?

Your entry could be refused or rejected if:

- (a) you attempt to enter the Contest in a fashion not authorized by these Official Rules;
- (b) your entry contains false or misleading information, or is late, falsified, illegible, damaged or incomplete or otherwise irregular;
- (c) your entry is submitted using robotic, automated, programmed, or other illicit means; or
- (d) your entry is not in compliance with these Official Rules.

The Sponsors reserve the right to refuse any entry for any other reason as they may determine.

7. WHAT ARE THE CONDITIONS OF ENTRY?

By entering the Contest:

- (a) you agree to be bound by these Official Rules and by the decisions of the Sponsors, which decisions are final, binding and conclusive;
- (b) you represent and warrant that: (i) your entry, including any material comprising your entry (e.g. name, user name, profile picture, etc., as applicable) and any material submitted with your entry (e.g. photograph, video, written submission, or other form of submission, as applicable) (all such material, collectively, the “**Entry Material**”) is original to you, (ii) you have all necessary rights in and to your Entry Material to enter the Contest, including the consent of any third parties whose personal information is included in your Entry Material, and (iii) your Entry Material does not contain, depict, include or involve content that is, or could reasonably be considered to be, inappropriate, unsuitable or offensive, as determined by the Sponsors;
- (c) you understand and agree that your entry, including your Entry Material, will not be returned to you and may be moderated or edited by Rogers as it deems appropriate;
- (d) you grant to the Sponsors the irrevocable right to use your Entry Material in any media worldwide and for any purpose related to the Contest (or any similar contest), including the right to use, reproduce, modify, adapt, translate, or create derivative works from, your Entry Material without notification, compensation or additional consideration to you;
- (e) you waive all claims of moral rights in any use of your Entry Material by Rogers pursuant to the rights granted in these Official Rules; and
- (f) you waive and forever discharge the Sponsors, their respective parents, affiliates, and subsidiaries, any other companies associated with the Contest, and all of their respective directors, officers, employees, agents, representatives, licensees, successors and assigns, as well as any Third Party Services, (collectively, the “**Releasees**”), and agree to indemnify and hold harmless each of the Releasees, from and against any and all claims, damages or liability, including any costs or losses related to personal injury, death, damage to or loss or destruction of property, arising out of, or in any way related to, (i) your participation in the Contest, (ii) the awarding, receipt, possession, use or misuse of any prize, in whole or in part, including participating in travel or any activity related to the prize, (iii) the use of any Entry Material or Publicity Material (defined below) in accordance with the rights granted in these Official Rules, or (iv) any breach of these Official Rules.

8. WHAT ARE THE CONTEST PRIZES?

There is one (1) prize consisting of a Toys 21 package with an approximate value of Eighty Four Thousand Dollars (CAD \$84,000) and includes:

- (a) One (1) Used 2018 Honda Civic LX sedan (the “**Vehicle**”) starting with 5,000 kilometers from Import Car Centre, 880 Merivale Rd, Ottawa, ON. The Vehicle must be insured by the Winner prior to prize fulfillment and proof of insurance will be required before Winner can drive the car. Winner will be required to pay for any fees related to license and registration of the vehicle and insurance. Valued at \$20,000 CDN;

- (b) A 2020 CAN-AM ON-ROAD 3-WHEELER RYKER (Rotax 600 engine) Valued at \$12,500 CDN OR, a cash prize in the amount of \$8,000 CDN;
- (c) 500 lbs of beef from Ottawa Valley Meats valued at \$7,000 CDN; Prize is available for pick up from 2285 St Laurent Blvd Unit 15a, Ottawa, ON or free delivery within 100 kms of Ottawa.
- (d) \$2,500 CDN paid in the form of a cheque from Guildcrest Homes;
- (e) 2018 VIZIO E-SERIES 75" CLASS 4K HDR SMART TV Valued at \$3,000 CDN;
- (f) A 2018 Husqvarna Robotic Lawn Mower, Snow Blower and Gas Leaf Blower from the Tool & Equipment Store. Retail value of \$5,000.00 CDN;
- (g) A BAT Palladio 2040 Semi Cassette Retractable Awning (UP TO 19'-3" X 10'-2") from House of Canvas including all initial warranties, installation and delivery within 100km radius of Ottawa valued at \$7,100 CDN;
- (h) A PACIFIC pool table from Mahon's Pools, Spas, Tanning & Billiards (choice of 4x8 or a 4.5x9' model) complete with delivery within 100km radius of Ottawa valued at \$5,000 CDN;
- (i) An Amana 96% efficiency 2 stage furnace 60,000 BTU and an Amana Air conditioner 2 Ton 13 seer from AirZone HVAC Services. Includes delivery and installation within 100km radius of Ottawa valued at \$10,000 CDN;
- (j) Fender Artist Series Eric Clapton Signature Stratocaster, Fender Bassbreaker 18/20 AMP and a Gibson Acoustic Guitar (exact model tbd) valued at \$6,000 CDN;
- (k) A Cabela's prize package including a \$500 Cabela's Gift Card, a Cabela's Pro Series 36" Elliptical Pellet Grill, a Cabela's West Wind Dome Tent (6-Person), 2 Cabela's Mountain Trapper Sleeping Bags, and additional Cabela's promotional prizes. Retail value of \$5,000.00 CAD; and
- (l) A gift certificate for a 3-day fishing getaway to Fernleigh Lodge. Valid for Spring and Fall stays only, based on availability, in the amount of approximately \$1000 CDN.

9. ARE THERE ANY PRIZE CONDITIONS?

All prize particulars will be determined by the Sponsors in their sole discretion. In addition to any prize conditions provided elsewhere in these Official Rules, any prize awarded in the Contest is subject to the following conditions:

- (a) Except for gift cards, vouchers or cash prizes, the prize value in these Official Rules is approximate only. You will not be compensated if actual prize value is lower than the value quoted in these Official Rules;
- (b) The Sponsors reserve the right, in their sole discretion, to substitute a prize, in whole or in part, with a prize or prize component of equal or greater value if the prize or any component thereof cannot be awarded for any reason.
- (c) The prize must be accepted as awarded and may not be transferred or resold, unless otherwise determined by the Sponsors. The prize may not be exactly as advertised. The prize is provided "as is" without representation or warranty of any kind by the Sponsors;
- (d) In the event the winner lives outside of the designated delivery radius for any of the above prizes, a delivery surcharge may be applicable.
- (e) Any unused portion of the prize, once awarded, will be deemed forfeited. The prize will not be replaced if lost, destroyed, mutilated or stolen.

10. HOW WILL THE POTENTIAL WINNER(S) BE SELECTED?

All Qualifiers will be invited via email sent to the email provided at the time of qualifying to participate in a virtual prize event to be held on November 5, 2020 at a time to be determined (the “**Event**”). Approximately one hundred and six (106) Qualifiers will be selected in total during the Contest Period. The invite will have all required instructions on how to access the Event.

All Qualifiers (or their designated proxies) must be in attendance at the virtual Event in order to be eligible to win the prize. All Qualifiers will be required to register with Contest officials in advance of the Event, by a specified time to be determined on your invitation or by phone. Failure to officially register for the Event and be logged on to the Event by the pre-determined time may result in disqualification from the Contest.

Any Qualifier who cannot attend the Event must notify Contest officials in advance, in writing, 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 November 3, 2020

At the Event, a number of fake beef meat cuts, equal to the number of Qualifiers in attendance will be placed on display. One (1) of these beef meat cuts representing the winning Key will unlock the prize.

One (1) Qualifier will be selected from the pool of eligible Qualifiers to select a beef cut of their choice. The first Qualifier to select the beef cut that has the winner message on the reverse will be deemed the selected potential Winner.

In the event a Qualifier is NOT able to log in to the virtual event or leaves the Event early, or is not present at the Event when their name is called, the officials have the right to disqualify that Qualifier. In the event there are beef puzzle pieces remaining but no further Qualifiers to select a puzzle piece, a random draw will be conducted from amongst the Qualifiers to determine who will select a puzzle piece next until such time the winning puzzle piece has been selected.

If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more selected entrants than contemplated in these Official Rules, there will be a random draw amongst all eligible prize claimants after the Contest’s closing date to award the correct number of prizes.

11. HOW CAN A POTENTIAL WINNER BECOME A WINNER?

Before being declared a winner, a selected entrant must:

- (a) correctly answer, without assistance, a time-limited, mathematical skill-testing question to be administered by the Sponsors;
- (b) be in compliance with these Official Rules;
- (c) sign and return, within any designated time period, a release of liability and consent to publicity form (the “**Release Form**”) and any other documentation as reasonably required. If the potential winner is a minor, their parent or legal guardian must sign and return the Release Form. The Sponsors may require winner’s guest(s) to sign and return, within any designated time period, a Release Form and any other documentation as reasonably required, as a pre-condition to participation in the prize. In the event any guest is a minor, the parent or legal guardian of the guest will be required to sign and return such paperwork on behalf of the minor guest; and
- (d) at the request of the Sponsors, provide proof of identification to confirm eligibility or to claim a prize, or provide proof that they are the authorized account holder of any account associated with the selected entry.

12. WHAT ARE THE ODDS OF WINNING A PRIZE?

The odds of being selected as a Qualifier depend on the number of eligible entries received. The odds of winning the prize once selected as a Qualifier are one (1) in one hundred and six (106).

13. HOW DO I CLAIM A PRIZE?

Once a potential winner is confirmed as a winner, prize distribution will be promptly coordinated. Except as otherwise indicated by the Sponsors, a winner must personally take delivery of the prize as instructed within thirty (30) days of being notified that such prize is available or within such other time period as may reasonably be advised. If a winner fails to take delivery of the prize as instructed, the prize will be deemed forfeited.

14. WILL I APPEAR IN ANY PUBLICITY IF I AM A WINNER?

If you are a winner, the Sponsors may require you to appear in publicity related to the Contest or to any similar contest. By accepting a prize you:

- (a) grant to the Sponsors the irrevocable right to record, photograph or otherwise capture or document you, your likeness, your voice, or any statements you make regarding the Contest or the prize, by any available means;
- (b) agree that any such captured material, together with your biographical information, such as name or place of residence, or your Entry Material (collectively, all such materials, the “**Publicity Material**”) may be used by the Sponsors or their licensees, successors, or assigns (collectively, the “**Publicity Parties**”) in any media, whether now known or later devised, worldwide and in perpetuity, for advertising or promotional purposes related to the Contest or any similar contest. Any such use of the Publicity Material may include the reproduction, modification, adaptation, translation or creation of derivative works from your Entry Material;
- (c) acknowledge that the Publicity Parties shall not be required to compensate you, notify you, or request your permission in connection with their use of any Publicity Material, unless otherwise prohibited by law; and
- (d) waive any rights that you may have or that may otherwise exist in connection with any use of the Publicity Material by any of the Publicity Parties, including any moral rights in any such Publicity Material.

15. HOW WILL MY PERSONAL INFORMATION BE COLLECTED, USED AND DISCLOSED?

By entering the Contest, you consent to Rogers’ collection, use and disclosure of your personal information in accordance with the Privacy Policy, available at www.rogers.com/web/content/Commitment-to-Privacy (the “**Rogers Privacy Policy**”), for purposes of administering the Contest as described in these Official Rules.

Over the course of participating in the Contest, you may be given the option to receive commercial emails or other communications of a commercial nature (collectively, “**Commercial Communications**”) from the Sponsors or other parties. Should you elect to receive Commercial Communications from Rogers, your personal information will be used by Rogers to that end, in accordance with the Rogers Privacy Policy.

Your personal information may be disclosed to a third party in the following circumstances:

- (a) in accordance with these Official Rules, or with your consent, or as otherwise permitted or required by law;
- (b) you elect to receive Commercial Communications from a party other than Rogers;
- (c) to coordinate the fulfillment or provision of the prize with a prize supplier; and/or
- (d) if you have been asked to sign and return a Release Form or other documentation in accordance with the terms of these Official Rules, Rogers may disclose your personal information to any interested party, such as an entity who is released from liability.

ROGERS' DISCLOSURE OF YOUR PERSONAL INFORMATION TO ANOTHER PARTY WILL CAUSE YOUR PERSONAL INFORMATION TO BE SUBJECT TO THAT PARTY'S PRIVACY POLICY AND PRACTICES.

16. HOW DO THE RELEASEES LIMIT THEIR LIABILITY?

The Releasees assume no liability for the following:

- (a) stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, jumbled, or garbled entries, transmissions, email, mail, or other communications;
- (b) any error, omission, interruption, defect or delay in transmission, processing, or communication;
- (c) failures or malfunctions of, or difficulties with, computer hardware or software, telephones, telephone lines, telephone systems, or network, cable, satellite, server, or website connections;
- (d) printing, typographical, or other errors appearing within these Official Rules, in any Contest-related advertisements, or in Contest-related materials;
- (e) incorrect or inaccurate information, including where caused by website users, tampering, hacking, or by any equipment or programming associated or used in connection with the Contest;
- (f) injury or damage to any computer or other device resulting from or otherwise related to participation in the Contest, the use of any website, or the downloading or accessing of any materials;
- (g) anyone being incorrectly or mistakenly identified as a winner or potential winner; and/or
- (h) any other errors, problems or difficulties of any kind, whether human, mechanical, electronic, or otherwise, relating in any way to the Contest, including those errors, problems or difficulties that may relate to the administration of the Contest, the processing of entries, the advertising of the Contest, the announcement of any prize or prize winner, or the cancellation or postponement of any event.

17. WHAT LAWS APPLY TO THE CONTEST?

The Contest is subject to applicable federal, provincial and municipal laws and regulations. Any attempt to undermine the legitimate operation of the Contest may be a violation of criminal or civil laws. Should any such attempt be made, the Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law.

18. CAN THE SPONSORS CANCEL OR AMEND THE CONTEST?

The Sponsors reserve the right, in their sole discretion, to cancel, modify, or suspend the Contest or amend these Official Rules at any time, for any reason whatsoever, subject to prior approval by the Régie des alcools, des courses et des jeux, if legally required.

You may not amend these Official Rules in any way.

19. COULD THE SPONSORS DISQUALIFY OR BAN SOMEONE FROM A CONTEST?

The Sponsors reserve the right, in their sole discretion, to disqualify any entrant from the Contest, or prevent any entrant from future participation in a contest, that has:

- (a) resold or attempted to resell a prize, in whole or in part;
- (b) tampered with or attempted to tamper with, or undermined or attempted to undermine, the legitimate operation of the Contest and/or the Contest Website;
- (c) provided false or misleading information;
- (d) acted in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any person; and/or
- (e) otherwise violated these Official Rules.

20. WHAT HAPPENS IF THESE OFFICIAL RULES CONTRADICT OTHER CONTEST MATERIALS?

In the event of any discrepancy or inconsistency between these Official Rules and disclosures or statements made by the Sponsors or appearing in other Contest-related materials, these Official Rules shall govern.

21. WHAT HAPPENS IF PART OF THESE OFFICIAL RULES BECOMES UNENFORCEABLE OR DOES NOT APPLY?

If any part of these Official Rules is legally unenforceable or inapplicable, then that part will be deemed invalid; however, the remainder of these Official Rules will otherwise continue to be legally binding.

22. FOR RESIDENTS OF QUEBEC:

Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.