

LEGAL TERMS & CONDITIONS

The Event of Events Competition (the "Competition") Regina Hotel Association

(Last Updated: January 15, 2016)

1. DEFINED TERMS

"RHA" includes the Regina Hotel Association and all employees, members, partners, sponsors, officers and directors, and all those otherwise employed by the Regina Hotel Association, as well as judges, coaches, and consultants designated and authorized by the Regina Hotel Association.

2. ELIGIBILITY

- 2.1. <u>Eligible Persons.</u> The Competition is open to all legal residents of Canada, excluding Quebec, who are 18 years of age or older. The following people are not eligible to enter the Competition:
 - 2.1.1.Current employees of the Regina Hotel Association and any of their children, parents, spouses, or siblings and persons living in the same household of such employees; and
 - 2.1.2. Judges and any of their children, parents, spouses, or siblings and persons living in the same household as a judge.
- 2.2. Eligible Entries. The following rules apply to all submissions:
 - 2.2.1. Submissions must be received by Friday, February 26, 2016 at 3:00 P.M. Saskatchewan time (the "Entry Deadline").
 - 2.2.2. Submissions must not contain anything which is offensive, illegal, abusive or vulgar and must otherwise fit with the professional image of the RHA.
 - 2.2.3. Submissions must not contain inaccurate information.
- 2.3. <u>Eligible Events.</u> If your submission relates to an event already in existence, the proposed event must <u>not</u> have received any funding or sponsorship from the RHA during the past two years (i.e., since December 31, 2013).

2.4. <u>Your Submission Must be Eligible.</u> You represent and warrant that your submission meets all of the foregoing eligibility requirements. If your submission violates any of the rules above, it will be disqualified and you will not be permitted to change your submission or make additional submissions.

The RHA will not be liable for confirming that your submission adheres to the eligibility requirements, including ensuring that your submission is complete and accurate.

3. HOW TO ENTER

- 3.1. The Competition may be entered only by submitting a detailed description of the proposed event idea via email to info@stayinregina.com with the subject line: "Event of Events Submission (Your Event Idea)". Your submission must contain the information requested in the entry form posted on the eventofevents.ca website. No acknowledgement of receipt will be sent.
- 3.2. No purchase is necessary to enter the Competition.

4. PRIZE PACKAGE

- 4.1. A single prize package (the "**Prize**") with a value of \$20,000 will be awarded, which includes the following:
 - \$20,000 in cash sponsorship (may be allocated through pre-approved, reimbursable event-related expenses, sponsored by and at the discretion of the RHA);
- 4.2. The Prize shall only be used for hosting the winning event.
- 4.3. The winning event must take place on or before December 31, 2017.
- 4.4. All Prize values are in Canadian dollars.
- 4.5. The odds of winning depend on the total number of submissions received. There is no limit on the number of submissions that will be accepted.
- 4.6. The Prize may be altered by the RHA at any time acting in its unfettered discretion.

5. PROCEDURE FOR AWARDING PRIZE

- 5.1. Within 30 days of the Entry Deadline, the RHA will select successful submissions to proceed to further consideration ("**the Contestants**"). If you are selected as a Contestant, you will be notified by the RHA.
- 5.2. Contestants may be obligated to take place in a series of activities, and will be required to deliver on-site presentations to judges and the RHA, the type, number, location and timing which will be determined by the RHA (the "**Competition Activities**"). These activities and presentations will be filmed and all, or portions of, will be made available to the public.
- 5.3. Following the Competition Activities, the winner(s) will be selected by the RHA acting in its discretion.
- 5.4. The winner of the Competition will be announced on a date to be determined by the RHA.

5.5. Contestants who fail to participate in the Competition Activities may be disqualified.

6. AWARD OF PRIZE

- 6.1. In order to be awarded the Prize, the winner(s) must be in compliance with all of these terms and conditions and the Contest Rules (collectively, the "Official Contest Rules") and must complete, sign and return the RHA's standard form declaration and release within thirty (30) days after the date on which the form is sent to the potential winner(s) by the RHA in order to claim the Prize. Following the receipt by the RHA of the potential winner's completed and signed declaration and release, the RHA will make arrangements for the provision of the Prize to the confirmed winner. The RHA reserves the right to disqualify the winner from the Competition and select an alternative winner(s) or decline to award the Prize.
- 6.2. The RHA reserves the right to withhold or substitute the Prize or divide elements of the Prize amongst several co-winners, or to not award the Prize.
- 6.3. The RHA reserves the right to disperse the Prize at agreed-upon intervals, or make the receipt of the Prize contingent upon certain milestones in the planning and execution of the winning event idea and/or the provision of receipts for eligible costs.
- 6.4. The Prize shall be accepted as is and may not be exchanged, sold, or transferred. Any unused portion of the Prize will be forfeited. Refusal to accept the Prize as is releases the RHA from any obligation toward the winner(s) of the Competition.

7. PRIVACY AND USE OF PERSONAL INFORMATION / OWNERSHIP OF SUBMISSIONS

- 7.1. By entering the Competition, you agree to permit the RHA to use any personal information provided to the RHA for the purposes of any advertising or promotion by the RHA without compensation.
- 7.2. You acknowledge that you will be filmed throughout the Competition and consent to the RHA's use of your name, address, photograph, video, comments, statements and image for any publicity or programming purposes, in all media, without remuneration, throughout the world in perpetuity.
- 7.3. Although the RHA will undertake reasonable measures to protect your privacy, you acknowledge that some or all elements of the event ideas will be made public during the Competition.
- 7.4. All submissions become the property of the RHA upon receipt and will not be returned. By submitting material to the RHA, you assign all of your rights in the submissions to the RHA and waive any moral rights in the submission in favor of the RHA and its assigns.
- 7.5. You acknowledge that you may receive certain confidential information in relation to the Competition, including information acquired through your participation in filmed portions of the Competition. You hereby agree to keep confidential any information that is provided to you by the RHA and where the RHA notifies you of the confidentiality of such information. Failure to comply with this section is grounds for immediate disqualification by the RHA acting in its sole discretion, in addition to any other remedies available to the RHA.

8. LIABILITY

8.1. You agree as follows:

- a) You voluntarily assume all risks of injury (including, but not limited to, bodily injury, death, reputational damage or property damage) and all other losses and damages that you may sustain, incur, suffer, or be put to, which arise out of or occur directly or indirectly by reason of your participation in the Competition and you irrevocably and unconditionally waive any claim or legal action that you might have, as well as any claim or legal action that your heirs, executors, administrators and other personal representatives may have relating to any injury or any other loss or damage that arises out of or occurs directly or indirectly as a result of your participation in the Competition (including, but not limited to, financial and weather-related losses), whether or not caused by deliberate or non-deliberate action or inaction;
- b) You shall remise, release and forever discharge the RHA, including all of the directors, officers, agents, successors and assigns of the RHA, all staff, members, partners, sponsors, and all those otherwise employed by the Regina Hotel Association, and all judges, coaches, and consultants designated and authorized by the Regina Hotel Association, and all successors and assigns of the foregoing (collectively the "Released Parties") from and against all claims, suits, damages, causes of action, costs and expenses of whatsoever nature and kind that you may sustain, incur, suffer, or be put to, which arise out of or occur directly or indirectly by reason of you participation in the Competition, whether or not caused by deliberate or non-deliberate action or inaction;
- c) You shall indemnify, defend and hold harmless the Released Parties from and against any and all claims, demands, suits, damages, causes of action, costs, loss, liability and expenses (including legal and medical fees) of whatsoever nature and kind, that may be made or brought against the Released Parties or which the Released Parties may sustain, incur, suffer or be put to which arise out of or occur directly or indirectly by reason of your attendance at and/or participation in the Competition;
- d) You shall not to take any action which is intended to, or would reasonably be expected to, harm the RHA or its reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity for the RHA; and
- You understand and accept that, as a result of your participation in the Competition, information about you that is of a personal, private, embarrassing or unfavourable nature, which information may be factual and/or fictional may become public.

9. GENERAL RULES

- 9.1. Any costs in preparing the submissions, in preparing and executing the challenges during the Competition, and any associated travel costs are solely your responsibility, and will not be reimbursed by the RHA.
- 9.2. The RHA reserves the right to terminate the Competition at any time, to amend the Official Contest Rules and timeline, or to disqualify any submission without prior notice and without any liability

to any contestant. Amendments to the Official Contest Rules will be posted at the eventofevents.ca website.

- 9.3. Where submissions are made by or on behalf of a group of people, the entire group shall be bound by the Official Contest Rules.
- 9.4. Interpretation of the Official Contest Rules is at the discretion of the RHA.
- 9.5. The Competition and the Official Contest Rules shall be exclusively governed by and construed in accordance with the laws of the Province of Saskatchewan, Canada. Any dispute shall be adjudicated in the courts sitting in Regina, Saskatchewan.