

## COMPETITION WINNER RELEASE

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned (the "**Competitor**") hereby acknowledges that as a result of the participation in the INCLUSIVITY, DIVERSITY & EQUITY IN ADVERTISING COMPETITION (THE "**IDEA Competition**") conducted by the Institute of Communication Agencies ("**ICA**") and Bell Media Inc. ("**BMI**" and together with ICA, the "**Competition Providers**"), Competitor has been selected as the IDEA Competition winner (the "**Winner**"), and will receive a prize consisting of one (1) prize of CAD\$1,000,000 of in-kind advertising media value, to be evaluated scheduled and managed at the sole discretion of the Prize Provider (the "**Prize**"). I acknowledge that the approximate retail value of the Prize is zero dollars (CDN \$0.00).

Competitor hereby acknowledges and confirms that: (a) Competitor has read, understood and complied with the rules governing the IDEA Competition (the "**Competition Rules**"), a copy of which Competitor has initialled and attached hereto; (b) the Competition Providers have the right to terminate the IDEA Competition, in whole or in part, or modify, amend or suspend the IDEA Competition and/or the Competition Rules in any way at any time for any reason without prior notice or compensation; and (c) any failure or refusal to abide by the Competition Rules shall result in a breach of this agreement and my immediate dismissal from the IDEA Competition.

Competitor hereby represents and warrants that: (i) the Work (as defined in the IDEA Competition rules) submitted by or on behalf of Competitor in connection with the IDEA Competition (the "**Work**") does not contain any material that is libelous, defamatory, profane or obscene; (ii) the Work is original and all right, title, and interest (including copyright) therein and thereto is owned and/or controlled by Competitor to the full extent necessary to enable the Competition Providers to use the Work in connection with the IDEA Competition, the Prize, and the promotion and exploitation thereof; (iii) the Work does not infringe upon the intellectual property or other statutory or common law rights of any third-party, including copyrights; and (iv) the Competition Providers shall not be responsible for making payments of any kind or nature to any third-party with respect to the Work, including but not limited to any guild or union or person.

Competitor hereby acknowledges and confirms that: (a) the Prize shall be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except in the Competition Providers' sole discretion; (b) the Competition Providers reserve the right, in their sole discretion, to substitute all or any part of the Prize if the Prize (or any part thereof) cannot be awarded as described; (c) Competitor shall be solely responsible for any expense not specifically described as included in the Prize; and (d) Competitor shall not receive any additional compensation for participation in the IDEA Competition, or for any rights granted to the Competition Providers herein.

Competitor hereby confirms that the Competition Providers do not make, have not made, nor are the Competition Providers in any way responsible or liable for, any warranty, representation or guarantee, of any nature whatsoever, expressed or implied, in fact or law, related in any way to the IDEA Competition and/or the Prize.

Competitor hereby grants to the Competition Providers, and their agents, the unrestricted right to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the Work (where applicable) and/or Competitor's name, statements, biography, endorsements, photographs and likeness in any and all media now known or hereafter devised in connection with the IDEA Competition, or any related future contest or competition, and any advertising and/or publicity related thereto, without compensation.

Competitor hereby acknowledges and agrees that the Competition Providers shall own any and all right, title and interest (including copyright) in and to images, audio-visual productions, sound recordings and/or other materials produced, recorded, and/or created for the purpose of or used in connection with the IDEA Competition and/or any advertising or promotion related thereto (collectively, the "**Materials**"). Competitor hereby assigns any and all copyright it may have in and to the Materials and expressly waives, to the fullest extent permitted by law, any so-called "moral rights" which may now or may hereafter be recognized by legislative enactment or otherwise at law or in equity with respect to the Materials.

Competitor hereby grants to the Competition Providers the right to use Competitor's and any person submitting entries to the IDEA Competition on Competitor's behalf (each a "**Participant**") name, mailing address, telephone number, and/or e-mail address ("**Personal Information**") for the purpose of administering the IDEA Competition, and the right to use Competitor's and/or Participant's Personal Information for publicity and promotional purposes relating to the IDEA Competition, in any and all media now known or hereafter devised, without further compensation unless prohibited by

law. Furthermore, Competitor acknowledges that the Competition Providers may disclose Personal Information to third-party agents and service providers of any of the Competition Providers in connection with any of the activities listed above.

Competitor hereby assumes all risk of injury, illness, disease, death, or any other damage which may arise in connection with the Competition Providers' use of the Work (where applicable), and/or participation in the IDEA Competition and/or acceptance and/or use of the Prize. Without limiting the foregoing, Competitor hereby: (a) forever releases and discharges the Competition Providers, Competition Judges and each of their respective parent companies, subsidiaries, affiliated, related and associated entities, and each of their respective employees, directors, officers, suppliers, agents, sponsors and administrators (collectively, the "Releasees"), from and against any and all claims, actions, costs, liabilities, judgments, damages, obligations, losses, penalties, and expenses of any kind or nature whatsoever (including legal fees) in any way arising directly or indirectly out of any injury, loss, or damage that suffered as a result of, or in connection with, the Competition Providers' use of the Work (where applicable), and/or participation in the IDEA Competition or any IDEA Competition-related activity, and/or use, or misuse of the Prize, including but not limited to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light and/or any claims made against the Releasees by any Competitor and/or Participant; and (b) indemnify, defend and hold harmless the Releasees from and against any and all damages, loss and expenses, including legal fees, which may be suffered directly or indirectly by reason of the breach or alleged breach of any of the foregoing and/or my negligence or willful misconduct during or in connection with the IDEA Competition and/or acceptance of the Prize.

Competitor hereby confirms that it has not participated in and will not participate in any unlawful act or any other deceptive or dishonest act with respect to the IDEA Competition, including without limitation, tampering with the selection process and/or the operation of the IDEA Competition.

Competitor hereby acknowledges that the Competition Rules and this agreement shall apply to and be binding on Competitor and Competitor's Participants, employees, contractors, sub-contractors, agents, representatives and clients, and all of their heirs, executors, administrators, personal representatives, successors and assigns. To the extent that any such parties are not bound by the Competition Rules and/or this agreement, Competitor acknowledges and agrees that Competitor's indemnification obligations extend to any claims made by such parties, and Competitor is liable for the acts, omissions and conduct of such parties.

Competitor acknowledges that the Competition Providers, and their respective successors, assigns and licensees, are entitled to assign or license any of the rights granted hereunder to any third-party for any purpose whatsoever, and that in the event of any such assignment, this agreement shall remain binding upon Competitor and inure to the benefit of such assignee.

Competitor hereby confirms that it is an communications agency with a permanent establishment in Canada in the City of \_\_\_\_\_, in the Province of \_\_\_\_\_, and all Participants have reached the age of majority in their province of residence. Furthermore, Competitor hereby declares that neither Competitor nor any Participants are employees, representatives or agents of any of the Competition Providers, or any of their respective subsidiaries, affiliates, associated companies and/or advertising agencies, and no Participants or other of Competitor's employees, contractors, sub-contractors, agents, representatives are a member of the immediate family of any of the Competition Providers, and/or their respective subsidiaries, affiliates, associated companies and/or advertising agencies.

Competitor acknowledges and confirms that it has read and understood this agreement, and agree to be bound by the terms and conditions contained herein.

This agreement shall be governed by and construed in accordance with the laws of the province of Ontario and the laws of Canada as applicable therein, excluding the operation of any rule or principle of conflict of laws.

SIGNED AT CITY OF \_\_\_\_\_, IN THE PROVINCE OF \_\_\_\_\_, ON THE \_\_\_\_\_  
\_\_\_\_\_, OF \_\_\_\_\_, 2021.

FULL LEGAL NAME OF COMPETITOR:

\_\_\_\_\_  
**WINNER'S SIGNATURE**

Full Legal Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
**WITNESS' SIGNATURE**

Full Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_