



## Promotional Contest Grand Prize Declaration and Release

The "Win This Space" Contest (the "Contest")

1. \_\_\_\_\_ (the "Winner") has been selected as the Winner in the Contest and has selected \_\_\_\_\_ (the "Premises") as the Eligible Premises. The Winner and \_\_\_\_\_ (the "Landlord") have agreed to enter into a lease for the Premises.
2. The Winner understands that they will be declared the winner and awarded the prize consisting of up to \$2,500 per month payable directly to the Landlord in respect of base and additional rent for the Premises, subject to the Contest rules (the "Prize") if they return this completed Declaration and Release to the Downtown Hamilton BIA (the "Sponsor") no later than March 15, 2020, and otherwise comply with the Contest rules.
3. In consideration of the Prize that will be awarded to the Winner, the Winner hereby:
  - (a) acknowledges that the Prize is as described in the Contest rules, a copy of which is attached to this Declaration and Release;
  - (b) agrees that they will accept the Prize as awarded, subject to the Contest rules, and shall fully discharge and release the Downtown Hamilton BIA, its licensees, partners, affiliates, related companies, representatives, advertising and promotional agencies and their respective shareholders, directors, officers, employees, agents, representatives, successors and assigns (collectively, the "Sponsor") from any and all loss, harm, claims, cost, expense (including legal and other professional expenses), demands, damages, actions or causes of action whatsoever which they, their heirs, executors, administrators, successors, affiliates, or assigns may now or hereafter have against them or any of them in respect of or relating to participation in the Contest, participation in any contest-related activity or the acceptance, use or misuse of the Prize.
  - (c) agrees to look to the Landlord and not to the Sponsor for:
    - (i) any warranty or guarantee of the suitability, fitness for use, quality or any other attribute of the Premises;
    - (ii) the remedy of any default of the Landlord; or
    - (iii) for any damages arising out of the Winner's acceptance or use of the Prize or the Premises;

- (d) grant to the Sponsor the unrestricted right, in the Sponsor's discretion, to produce, reproduce, publish, broadcast, communicate in any manner, exhibit, distribute, adapt and otherwise use or re-use their name, photograph, likeness and voice in any and all media now known or hereafter devised, in connection with the Contest and the promotion thereof, if so required, without compensation, notice or other liability to them or them or their heirs, executors, administrators, successors, affiliates, personal representatives or assigns;
  - (e) agrees to comply with all terms of the lease for the Premises, including but not limited to the payment of base and additional rent, at its sole expense and to indemnify the Sponsor from any claims against the Sponsor arising from the Winner's participation in the Competition and/or its relationship with the Landlord (including but not limited to any claim by the Landlord under the Lease), including the Sponsor's reasonable legal fees and disbursements on a substantial indemnity basis;
  - (f) declares that:
    - i. they are eligible to participate in the Contest, have complied with, and will comply with, all the rules and regulations of the Contest;
    - ii. they are a resident of Ontario and have reached the age of 19.
    - iii. neither them, nor any member of their household or immediate family, nor any person with whom they are domiciled, is employed by the Sponsor, its licensees, agents, affiliated companies, advertising and promotional agencies or any of the parties engaged in the development, production or distribution of materials relating to this Contest;
    - iv. the terms of the Contest rules and this Release shall apply to and be binding on them and their heirs, executors, administrators, successors, affiliates, personal representatives and assigns;
    - v. this Declaration is, to the best of their knowledge and belief, a true and accurate statement of the facts contained herein; and
    - vi. by signing this Declaration, they acknowledge having read, understood and agreed to be bound to the Contest rules and the above Release.
4. In consideration of the sum of \$1.00 and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Landlord acknowledges and agrees that:
- (a) It shall release the Sponsor from any and all loss, harm, claims, cost, expense (including legal and other professional expenses), demands, damages, actions or causes of action whatsoever which the Landlord may incur as a result of entering into a lease for the Premises with the Winner.
  - (b) It has conducted its own investigation of the Winner and has satisfied itself with respect to the creditworthiness and suitability of the Winner as a tenant of the Premises. The Landlord is not relying on any representations or warranties of the Sponsor with respect to the Winner.
  - (c) The Sponsor's payment of any portion of the base or additional rent for the Premises is made as agent of the Winner and not as a tenant of the Premises or as an indemnifier of the Winner's obligations as tenant.

- (d) If the Winner fails to comply with any material rule of the Contest the Sponsor may suspend or terminate payments to the Landlord without notice and the Landlord's sole recourse for amounts owing under the lease for the Premises shall be against the Winner.
- (e) It will look to the Winner to rectify any default under the Lease and shall make no demand of the Sponsor for any reason whatsoever.

Dated this       day of       , 2020.

**Downtown Hamilton BIA (Sponsor)**

•

*I have authority to bind the organization*

\_\_\_\_\_**(Landlord)**

•

*I have authority to bind the corporation*

\_\_\_\_\_**(Winner)**

•

*I have authority to bind the corporation*