

## **TERMS AND CONDITIONS**

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1. Definitions. The term "**Food Week Event**" means the Off the Eaten Path - Halifax Asian Food Festival currently scheduled to be held from May 16 to May 28, 2022 and the term "**Carnival**" means the Asian Food Carnival to be held on October 31, 2021 at the Halifax waterfront Chalets operated by Develop Nova Scotia (the "**Venue**"). The term "**Event**" refers to both the Food Week Event and the Carnival. The term "**Organizer**" means Maritime Wave Association. The term "**Participant**" means the addressee of the attached invoice (the "**Invoice**").
2. Acceptance and Agreement. These terms and conditions (this "**Agreement**"), constitute a valid and binding agreement between Organizer and Participant for Participant to take part in the Food Week Event and the Carnival, as applicable. In the event of any conflict between these Terms and Conditions and any terms inserted by Participant, these Terms and Conditions shall govern. Organizer reserves the right to accept or refuse, in its sole discretion, any application for participation in the Event or any part thereof. In the absence of Organizer acceptance, Organizer incurs no obligations hereunder. A Participant who has not participated in a prior event held by Organizer similar to that of the Event may be required to submit a description of the nature of its business and the items intended to be exhibited separate from and in addition to the information noted on the Invoice.
3. Payment. All of Organizer's obligations hereunder are conditional on receipt by Organizer of payment of the fee noted on the Invoice (the "**Event Fee**"). Participant's ability to participate in the Carnival are conditional on receipt by the Organizer of all fees for the Carnival as shown on the Invoice (the "**Carnival Fees**").
4. Food Week Services. On acceptance of this Agreement by Organizer and following payment by Participant of the Event Fee, Organizer will provide to Participant the services noted on the Invoice (the "**Event Services**") in connection with the hosting by Organizer of the Food Week Event. Except for those Event Services that require Organizer or its subcontractors to physically attend at Participant's premises, the Event Services will be delivered remotely via social media, internet, or televisions or radio broadcast. Organizer will consult with Participant on the format and content of the Event Services but reserves the right to design, write, or modify the Event Services in Organizer's sole discretion.
5. Carnival. If Participant has indicated to Organizer its interest in participating in the Carnival, Participant understands that Organizer may approve or deny Participant for a chalet at the Carnival ("**Chalet**") in its sole discretion notwithstanding that Participant may have delivered a complete application. Upon approval, Organizer will attempt to place Participant in a Chalet. Participant acknowledges that there are a limited number of Chalets and that Participant may not be selected to participate in the Carnival. In the event that Participant has paid any Carnival Fees but is not accepted to participate in the Carnival, all Carnival Fees paid will be refunded to participant. Chalets will be allocated on a first come, first served basis. Organizer shall have full discretion whether and where to place Participant at a Chalet and reserves the right to move locations of Participants who have been assigned

a Chalet, from time to time prior to the commencement of the Carnival for any reason. Organizer shall not be liable for errors in acceptance of application or allocation of space.

6. Terms of Use for Chalet. Participant shall not assign, sublease, sublicense or otherwise grant rights to a third party for use of the Chalet without the prior written consent of Organizer, which consent may be denied in its sole discretion. Any purported assignment, sublease, or sublicense in violation of this Section shall be null and void. No assignment, sublease, or sublicense shall relieve Participant of any of its obligations hereunder.

7. Rules and Regulations. Participant will abide by all rules and regulations regarding the construction, maintenance, and tear-down of Participant's display at the Chalet, as well as any rules and regulations promulgated, from time to time, by Organizer or the Venue. Organizer reserves the right to determine the suitability and appropriateness of all exhibits at the Carnival and the attire and conduct of all Participant personnel and to regulate the same at its sole discretion. Participant must provide the necessary safety items to protect attendees, other exhibitors, and all others from equipment that is operable or from any other materials, processes, or operations that might cause bodily harm. Participant will not use any copyrighted music or dramatic materials or any other property owned by a third party without first obtaining all necessary licences for the use of the same. Participant is responsible for compliance by Participant with all requirements under applicable law including all food service, vendor, or other permits, licenses, permissions, or authorizations pursuant to applicable law that may be required for Participant to participate in the Carnival.

8. Event Management, Exhibit Construction, and Tear-Down. Organizer will work with the Venue on the management and coordination of the Carnival space and may appoint any subcontractors or outside sources of supply as it deems fit to assist it in carrying out this responsibility. Participant is responsible for set-up and tear-down of its assigned Chalet and following the Carnival must leave the Chalet in the same condition as Participant found it. Set-up and tear-down hours will be communicated by Organizer to Participant prior to the Carnival.

9. Event Security. Whether or not security is provided the Venue or Organizer, Participant shall be solely responsible for the protection of its property and its confidential and proprietary information and for obtaining insurance with respect thereto. Organizer shall, in any event, have no obligation to provide security services and makes no representation or warranty whatsoever and disclaims all liability with respect to security of the premises or Participant's goods or equipment. Participant hereby releases and shall hold Organizer harmless with respect to the same.

10. Limitation of Liability and Timing of Claims. In no event shall Organizer or the Venue or any of their officers, directors, employees, agents, contractors, subcontractors, representatives, affiliates and assignees be liable for consequential, indirect, incidental, special, exemplary, punitive or aggravated damages, lost profits or revenues or diminution in value, arising out of, or relating to, and/or in connection with any breach of this Agreement or otherwise in connection with their acts or omissions, regardless of (a) whether such

damages were foreseeable, (b) whether or not Organizer or the Venue was advised of the possibility of such damages, and (c) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based. In no event shall Organizer's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the total of the amounts paid to Organizer pursuant to this agreement. Claims arising under or in connection with this Agreement must be made in writing within thirty days after the last day of the event, and failure to give such notice shall constitute a waiver of any claims.

11. Indemnification. Participant shall indemnify, hold harmless, and defend Organizer and its officers, directors, employees, agents, subcontractors, affiliates, successors and permitted assigns and the Venue and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including legal fees, that are incurred by Indemnified Party (collectively, "**Losses**"), arising out of or resulting from (a) injury to the person, property, or business of any person in connection with Participant's conduct during or in relation to the Food Week Event or the Carnival, (b) Participant's construction or maintenance at the Carnival, (c) any act, omission, negligence, fault, violation of law or ordinance, or misconduct of Participant, its employees, subcontractors, invitees or agents, or any breach by Participant of any agreements, covenant, promises or other obligations under this Agreement, (d) Participant's participation or presence at the Food Week Event or the Carnival and/or use of the Venue, (e) any claim brought by any of its employees, agents, contractors, or invitees against an Indemnified Party in connection with such activity, or (f) Participant's actual or alleged infringement of the patent, trademark, copyright, or any other intellectual property rights of a third party including any claim resulting from the use of copyrighted music, dramatic materials, or other property which is used by Participant in connection with the Food Week Event or Carnival.

12. Ownership of Intellectual Property. Participant acknowledges that Organizer or its subcontractors or assignees, as determined by Organizer in its sole discretion (together with Organizer, the "**Organizer Group**"), will own and retain all right, title, and interest in and to any and all photographs, videos, or other products comprising the Event Services or which are taken or recorded by the Organizer Group during the Food Week Event and/or the Carnival (collectively, the "**Works**") subject to the License granted to Participant below. Participant acknowledges and agrees that the Organizer Group may use the Works for any purpose in the future including but not limited to self-promotion, art projects, or resale and is entitled to edit, copy, reproduce, or publish any of the Works in any form. Participant hereby releases and forever discharges the Organizer Group from and against any and all claims, actions, demands, causes of actions, or suits that it, its affiliates, successors, assigns, agents, or employees (collectively the "**Participant Releasees**"), may have against the Organizer Group with respect to any rights it may have in the Works including any rights arising by virtue of the depiction therein of Participant's or any of Participant Releasees' appearance, trade-marks, products, premises, or any other property. Participant hereby indemnifies

Organizer and the Organizer Group from and against any and all such claims brought against Organizer or the Organizer Group by any of Participant Releasees.

13. Grant of Licence. The Organizer Group shall grant to Participant, a non-exclusive, perpetual, irrevocable, non-transferable and non-sublicensable, fully paid-up, and royalty-free right and licence (the "**Licence**") to use the Works in connection with and during the Food Week Event or the Carnival and otherwise for social media or on Participant's website. Participant may not edit or modify the Works in any way without the express consent of the Organizer Group and any use of the Works by Participant must be accompanied by an appropriate accreditation of the Works to Lumi Studios Inc.

14. Listings and Promotional Materials. Participant grants Organizer a fully paid, perpetual non-exclusive licence to use, display, and reproduce Participant's name, trade names, and product names in any directory (print, electronic, or other media) that list the other participants participating at the Event and to use such names in Organizer's promotional materials. Organizer is not liable for any errors or omissions in any listings or descriptions of Participant or Participant's products.

15. Organizer Materials. Any materials that are distributed to Participant related to the planning or execution of the Event, including but not limited to, logos, pamphlets, brochures, social media posts, and websites are owned exclusively by Organizer or its subcontractors or assignees. Organizer grants Participant a non-transferable, non-exclusive licence to use such materials solely in connection with Participant's participation in the Event.

16. Force Majeure. In the event that Organizer is unable to host either Event or provide the Event Services due to any acts of God, flood, fire, earthquake, tsunami, epidemics, pandemics, government order or law, states of emergency, injury or any other occurrence outside of Organizer's control which impedes Organizer's ability to host either Event or perform the Event Services, Organizer shall attempt to rectify such inability to perform by, in its sole discretion, rescheduling the Event, substituting the Event Services for substantially similar replacements, issuing a refund or credit for Event Services not performed or delivered, or terminating this Agreement.

17. Relationship of the Parties. This Agreement will not be construed to create any association, partnership, joint venture, employee, or agency relationship between Organizer and Participant for any purpose.

18. Miscellaneous.

- (a) Further Assurances. Upon receipt of a reasonable request of a party, the other party shall execute, and shall cause any of its employees or contractors to execute, and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

- (b) Assignment; Successors and Assigns. Neither party shall assign or otherwise transfer any of its rights, or delegate, subcontract, or otherwise transfer any of its obligations or performance, under this Agreement except as provided herein.
- (c) Governing Law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the province of Nova Scotia and the federal laws of Canada applicable therein.
- (d) Entire Agreement. This Agreement, including any exhibits and schedules, constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter.
- (e) Amendments and Modifications. No amendment to this Agreement is effective unless it is in writing and signed by an authorized representative of each party.
- (f) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement nor invalidate or render unenforceable such term or provision in any other jurisdiction.