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## FAIRMONT PACIFIC RIM'S THE SOUNDTRACK OF THE PACIFIC RIM LIFE CONTEST

### OFFICIAL RULES

As a condition of participating in the *Fairmont Pacific Rim Soundtrack of The Pacific Rim Life Contest* (the “**Contest**”), entrant agrees to be fully and unconditionally bound by the full extent of the rules contained in this document (the “**Official Rules**”) and the decisions of Fairmont Pacific Rim and waive any right to claim ambiguity in the Contest or these Official Rules. In order to accept the prize, the winning entrant will be required to enter in additional agreements described herein.

#### 1. ELIGIBILITY

This Contest is open to persons who are at least 19 years of age and are legal residents of Canada, EXCLUDING QUEBEC. Directors, officers, employees, agents or representatives of Fairmont Pacific Rim, Siegel Entertainment, and other sponsors (the “**Sponsors**”) and/or their affiliate companies, as well as the immediate family of such employees (including any spouse, parents, children, siblings, and their respective spouses regardless of where they live) and individuals living in the same households as these employees, whether related or not, are not eligible. Moreover, the Contest’s judges and their relatives are also ineligible. The Contest is subject to all applicable Canadian, federal, provincial, and local laws and regulations and is VOID WHERE PROHIBITED OR RESTRICTED BY LAW. Winner must be able to fulfill the full 10 (ten) day stay of their prize before the date of August 28, 2019.

#### 2. HOW TO ENTER

The Contest will begin at 12:00pm on April 16, 2019 and end at 12:00pm Pacific Time on May 16, 2019 (the “**Promotional Period**”). There are TWO (2) ways to enter during the Promotional Period:

- (1) **Official Fairmont Pacific Rim Site:** Visit [www.pacificrimlife.com](http://www.pacificrimlife.com) and enter through *The Soundtrack of The Pacific Rim Life Contest* page; supply your name, email address, phone number, place of residence; and upload your video and soundtrack for the Pacific Rim Life. Then upload THREE to FIVE (3-5) additional samples of your music, and complete the TWELVE (12) questions in the questionnaire.

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- (2) **By Email:** You may email your video submission for *The Soundtrack of the Pacific Rim Life* to [vpr.socialmedia@fairmont.com](mailto:vpr.socialmedia@fairmont.com). Include in your email message the following: your name, mailing address, email address, and phone number for which you are the authorized user (as defined below) and opt-in to receive future promotional notification from Fairmont Pacific Rim; a Dropbox link to your THREE to FIVE (3-5) uploaded additional samples of your music; your completed TWELVE (12) question questionnaire found on the official [www.pacificrimlife.com](http://www.pacificrimlife.com) contest page.

ONE (1) entry will be accepted per person per household. Entry must be received by Fairmont Pacific Rim during the Promotional Period to be eligible. Entries that are lost, late, misdirected, damaged, illegible, incomplete, or subject to technical difficulty, for any reason, will not be eligible. Proof of mailing is not proof of receipt. Any form of entry other than that described herein is void. All entries become the property of the Fairmont Pacific Rim and will not be returned.

“Authorized user” is defined as the natural person who is assigned an email address by an Internet access provider, online service provider or organization (e.g. business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the email address.

### 3. ENTRY SPECIFICATIONS – MUSIC AND VIDEO

Entrants are required to submit an original song, written and recorded by them as a solo artist, to be used as the ‘Soundtrack to The Pacific Rim Life.’ The Pacific Rim Life entry song stipulations are as follows:

- a. The submitted song must be original; it cannot be a copy, or cover;
- b. Entering musicians must be solo artists – the Contest is not open to bands, duets or collaborations;
- c. The song must be professionally recorded in full. Partial entries and/or those with sub-standard audio quality may be disqualified;
- d. Song lyrics must not contain any profanities or racial slurs and must be written by the artist entering the contest;
- e. The song must be a minimum of two minutes long; and

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- f. If uploaded to an online service such as YouTube, Vimeo, SoundCloud or Spotify, provide a link using a valid URL.

The 3 – 5 additionally submitted songs must be included to better allow judges to get an understanding of your overall musical style. These additional songs are not limited to solo performances, and may contain covers, duets, etc. Recordings that contain artists other than the entrant, however, must include information detailing the entrant's role in the included recordings.

Your entry video submission stipulations:

- a. Your video must be 30 seconds *or less*;
- b. It must include a description of yourself, your musical style and preference, the musical inspiration for the submitted song and why you want to win this contest;
- c. The video must **not** contain nudity or profanity.
- d. If uploaded via YouTube or Vimeo, linked with a valid URL; and

If selected, the winner's music will be used in promotional materials. Entrants acknowledge that the signing of an official contract (the "**Winner's Contract**") is a condition of claiming the Contest's prize. The Winner's Contract will, among other things, grant Fairmont Pacific Rim and its agents the rights for the music to be included in the "Soundtrack to Pacific Rim Life," including use for advertising purposes. This will entail a license for the use of the song for a term of ONE (1) YEAR. The winner will also perform live at the Fairmont Pacific Rim in the Lobby Lounge (the "**Lobby Lounge**"). Winner must be able to fulfill the full 10 (ten) day stay of their prize before the date of August 28, 2019.

#### 4. ENTRY SPECIFICATIONS - THE SOUNDTRACK OF THE PACIFIC RIM LIFE CONTEST QUESTIONNAIRE

Your questionnaire must provide the following information and answer each of the TWELVE (12) questions in full:

Identifying information:

- Your full name
- Age
- City of residence

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- Contact info (address, phone number, email address)

Questions:

1. How long have you been creating music?
2. Name some past venues where you've performed.
3. What style of music do you play?
4. How long have you been performing live music?
5. Where do you draw your inspiration from?
6. If you could sit down with a music icon, who would it be and what would be the number one question you would ask them?
7. If you could perform at any music venue around the world, where would it be?
8. What instruments do you play?
9. Are you a solo artist?
10. Fairmont Pacific Rim's DNA incorporates art, music fashion and the West Coast lifestyle. How does your song submission represent these elements?
11. Why do you want to win this contest?
12. Please include the lyrics to your song in written format

5. JUDGING AND ODDS OF WINNING

After the conclusion of the Promotional Period, on or about May 16, 2019 at 12:00pm PST, Sponsor representatives and selected judges will judge all eligible entries, and select ONE (1) Grand Prize winner. Odds of winning the Grand Prize will depend on the number and quality of eligible entries received during the Promotional Period.

6. GRAND PRIZE

ONE (1) winner will receive the following prize (the "**Grand Prize**"), valued at FIFTY THOUSAND CANADIAN DOLLARS (\$50,000 CAD) including:

- TEN (10) DAYS' stay in a Fairmont Gold Owner's Suite at Fairmont Pacific Rim
- A \$150 on-property food and beverage credit per day (10 days), totaling \$1,500

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- A one-time \$2500 travel stipend, which includes airfare and ground transportation in Vancouver
- A \$5000 cash prize, awarded on-stage after The Lobby Lounge performance
- Up to 10 hours studio time at a local recording studio in Vancouver
- Taking in the best of the West Coast through two excursions to inspire creation and music writing
- Headlining an event to launch *The Soundtrack of The Pacific Rim Life* at The Lobby Lounge
- Film and be featured in a vlog series (*details below*)

Grand Prize winner will be determined by a panel of music and lifestyle industry panel experts including Fairmont Pacific Rim, Siegel Entertainment, and other Sponsors. Grand Prize is subject to the terms and conditions set forth in this contest. Winner must be 19 years or older. Hotel is subject to availability and certain travel restrictions and blackout dates may apply. Winner must be able to fulfill the full 10 (ten) day stay of their prize before the date of August 28, 2019. Once hotel reservations are booked, any changes, including associated fees, are the sole responsibility of the winner. All expenses outside of prize winnings, incidental expenses, room charges, additional meals, gratuities and souvenirs are solely the responsibility of the winner. The Grand Prize is not assignable or transferable. No cash equivalents of the Prize Packages or substitutions in prizes will be allowed, except by Sponsors, who may substitute the Grand Prize (or portion thereof) with one of comparable or greater value. The Grand Prize is awarded AS IS and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose) by Sponsors.

## 7. WINNER'S NOTIFICATION

Upon entry, all entrants consent to being contacted via the contact information they have provided. On or about **May 28, 2019** Fairmont Pacific Rim will contact the Grand Prize winner via telephone and email using the contact information on the winner's entry email. Sponsors will attempt to call winner during Sponsors' regular business hours at the telephone number(s) provided on the entry form and will leave a message. Sponsors will also attempt to contact winner at the email address provided on the entry

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form. Failure to reach winner by telephone after THREE (3) attempts or by email after one attempt (*i.e.*, return of email as non-deliverable or failure of winner to respond to email within two weeks of contact) may, at Sponsors' discretion, result in disqualification of winner, forfeiture of the winner's interest in the Grand Prize, and selection of a substitute winner from among all remaining eligible entries. Winner may, at the option of the Sponsors, be required to complete and sign an Affidavit of Eligibility and Liability Release and, where legal, a Publicity Release. Failure to complete and return such forms to Sponsors within SEVEN (7) days of winner's receipt of such request will result in forfeiture of the Grand Prize.

## 8. PUBLICITY

Except where prohibited by law, by entering the Contest, as a condition of participating in this Contest, entrant agrees to the use by Sponsors and their designees of entrant's name, photograph, video submission, social media handles, likeness, statements, biographical information, voice and city and provincial address, for advertising and promotional purposes, as well as use on Sponsors' websites, worldwide, including, but not limited to, attribution as author of entrant's song, and in perpetuity, in any and all forms of media, now known or hereafter devised without additional compensation, review or approval rights, notification or permission. At the option of Sponsors, entrants and/or winners of any prize may be required to execute a Publicity Release. Sponsors reserve the right to raw video footage and may screen shot and/or edit files for promotional purposes.

ENTRANTS FURTHER ACKNOWLEDGE THAT ENTRANT'S IDENTIFYING INFORMATION MAY BE DISCLOSED TO THIRD PARTIES INCLUDING, WITHOUT LIMITATION, PLACING ENTRANT'S NAME ON A WINNERS' LIST AND/OR HAVING ENTRANT'S NAME IDENTIFIED AS THE AUTHOR OF THE STORY AND/OR PHOTOGRAPH ENTRANT SUBMITTED AS IT MAY BE PUBLISHED ON SPONSORS' WEBSITE. BY ENTERING THIS CONTEST, EACH ENTRANT ACKNOWLEDGES AND AGREES THAT 1) ENTRANT HAS OPTED-IN TO SPONSORS' PRIVACY POLICY ON THE CONTEST ENTRY PAGE; AND 2) BY OPTING-IN, THAT ENTRANT HAS READ AND CONSENTS TO SPONSORS' PRIVACY POLICY AND TERMS AND CONDITIONS.

## 9. VLOG SERIES AND SOCIAL MEDIA

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The winner acknowledges that their acceptance of the Grand Prize will include the signing of the Winner's Contract. Said Winner's Contract shall require the winner to perform certain functions and acts, including their participation in certain promotional events and media, including the use of a professional camera crew to film key moments in the winning artist's stay at the hotel for use in a series of short videos, also known as "vlogs." The winner further acknowledges and grants the use of their likeness in the resulting vlogs which will be shared via the Sponsors' YouTube, Instagram, Facebook, and any other official social media accounts and/or platforms, and other promotional materials. As a condition of accepting the Grand Prize, the winner will also be required to post a minimum number of social media posts on Instagram.

## 10. MORALITY

The selected winner acknowledges that their acceptance of the Grand Prize and participation in the accompanying promotional activities binds them to a code of conduct. The winner, and any accompanying guest that can or will be seen in any of the Sponsors' promotional materials, vlogs, etc. have acted and shall continue to act at all times with due regard to public morals, conventions and legal obligations related to discrimination and harassment.

As a condition of their acceptance of the Grand Prize, the winner further asserts and warrants that, to the best of their knowledge and to the knowledge of a reasonable person, their name and reputation are in good standing and they are not aware of any accusations nor have they any reason to believe there could be potential accusations (verbal or otherwise) of sexual harassment or other sexual misconduct which occurred at any point in their life. They also assert that there have been no accusations, rumors, scandals or other mentions of their name in the connection with or associated with any such activity worldwide or any allegation that would bring the Sponsors' names or standing or reputation into disrepute. The winner warrants that they will not act in future as long as they are associated with the Sponsors or this contest, including the year-long term of the Sponsors' sanctioned use of the winning musical entry or entries, in any way that would amount to sexual harassment or misconduct, or that would be in a position of being associated with any such conduct. The winner understands and acknowledges that omitting any information in relation to any potential allegation of previous sexual harassment or misconduct will be considered a breach of these Official Rules and

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Fairmont Pacific Rim could end the association with the winner as it deems appropriate in all of the circumstances.

If at any time during the winner's stay, or for the timeframe during which the winner's music is used by Sponsors, the winner is involved in any situation or occurrence which subjects the winner to public scandal, disrepute, widespread contempt, public ridicule, or which is widely deemed by members of the general public, to embarrass, offend, insult or denigrate individuals or groups, or that will tend to shock, insult or offend the community or public morals or decency or prejudice the Sponsors in general, then the Sponsors shall have the right, in their sole discretion, to take any action they deems appropriate, including but not limited to terminating the use of the winners music without further notice, the forfeiture of any remaining prize awards, and possible civil action for damages resulting from the winner's actions.

#### 11. LIMITATION OF LIABILITY

Sponsors are not responsible for: 1) stolen, lost, late, misdirected, damaged, undeliverable or incomplete, inaccurate, delayed, illegible entries due to printing, typographical, human or other errors relating to or in connection with the Contest, including, without limitation, errors which may occur in connection with the administration of the Contest, the mailing of entries, notification or correspondence, the processing of entries, the announcement of the prize or other error in any Contest related materials; 2) technical failures of any kind; 3) failures of any of the equipment or programming associated with or utilized in the Contest; 4) unauthorized human intervention in any part of the entry process or the Contest; 5) technical or human error that may occur in the administration of the Contest or the processing of entries; or 6) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an entry into the Contest, entrant's sole remedy is another entry in the Contest. Sponsors' decisions are final on all matters relating to the Contest.

As a condition of participating in this Contest, entrant agrees to release, indemnify and hold harmless Sponsors and their parent and affiliated entities, subsidiaries, and each of their respective agents, representatives, officers, directors, shareholders and employees (collectively, "**Releasees**") from and against any injuries, losses, damages, claims, actions and any liability of any kind resulting from or arising from participation in



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the Contest or acceptance, possession, use, misuse or nonuse (including any travel or travel-related activity thereto) of the Grand Prize. Entrants agree that the laws of British Columbia, Canada will govern any and all disputes.

As a condition of participating in this Contest, entrant agrees that: 1) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; 2) all claims arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; and 3) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred. Entrant waives any right to seek an award of attorneys' fees. Sponsors reserve the right to modify prize award procedures.

There are software programs and technology contained within, or available through, the third-party services used in the process of recording, editing, uploading and sharing the entry materials including but not limited to YouTube and SoundCloud (collectively "**Third-Party Software**"). Any Third-Party Software is subject to the proprietary rights of its respective owner. You acknowledge and agree that neither the Fairmont Pacific Rim and Sponsors or the owners of Third-Party Software will be held liable for the removal or other unavailability of such Third-Party Software during the Promotional Period. In addition, the terms and conditions, including all limitations and restrictions, set forth by the Third-Party Software providers are in no way connected to the Contest or the Sponsors, but your use of said Third-Party Software may necessitate your acceptance of their terms. The Fairmont Pacific Rim does not assume any responsibility or liability for your use of such Third-Party Software.

If, in the Sponsors' opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if computer virus, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Contest, Sponsors reserve the right at their sole discretion to disqualify any individual who tampers with the entry process and or void any entries submitted fraudulently, to modify or suspend the Contest, or to terminate the Contest and conduct a judges' review to award the Grand Prize using all eligible, non-suspect entries received for the applicable judging as of the termination date. Any attempts by an individual to access any website associated with this promotion via robotic, automatic entry devices, programs such as, but not limited to, script, macro or any other automated means, or other unauthorized entry will void all such entries by such methods.

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ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE SPONSORS' WEBSITE(S) OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK CIVIL AND/OR CRIMINAL PROSECUTION AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW.

#### 12. NAMES OF WINNING ENTRANTS

To obtain the name of the winner, any person may mail a self-addressed, stamped envelope after May 28, 2019 to:

Fairmont Pacific Rim  
Public Relations Department (The Soundtrack of The Pacific Rim Life Contest)  
1038 Canada Place  
Vancouver BC  
V6C 0B9 Canada

#### 13. ARBITRATION AND DISPUTES

As a condition of participating in this Contest, entrant agrees that any and all disputes which cannot be resolved between the parties, claims arising out of or connected with this Contest, or the Grand Prize awarded, or the determination of the winner shall be resolved individually, without resort to any form of class action, exclusively by arbitration pursuant to the commercial arbitration rules of the British Columbia International Commercial Arbitration Centre (BCICAC), then effective. Further, in any such dispute, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than actual out-of-pocket expenses (*i.e.*, costs associated with entering this Contest), and entrant further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or entrant's rights and obligations or Sponsors' rights and obligations in connection with this Contest, shall be governed by, and construed in accordance with, the laws of British Columbia, Canada without giving effect to the conflict of laws rules thereof, and all proceedings shall take place in Vancouver.

#### 14. SPONSOR CONTACT

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While there are several official Sponsors, the primary contact, should any additional communication be necessary, is:

Fairmont Pacific Rim  
Public Relations Department (The Soundtrack of The Pacific Rim Life Contest)  
1038 Canada Place  
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#### 15. OPT-OUT

If you do not wish to receive information from or about Fairmont Pacific Rim, send your name, with your address to:

Fairmont Pacific Rim  
Public Relations Department (The Soundtrack of The Pacific Rim Life Contest)  
1038 Canada Place  
Vancouver BC  
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#### 16. INTELLECTUAL PROPERTY

All intellectual property, including but not limited to trade-marks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations that appear on the Sponsors' websites, are owned by the Sponsors and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

#### 17. DISCLAIMER

The actual odds of winning the Grand Prize will depend upon the total number and quality of eligible entries received during the Promotional Period. All entries must be received by May 16, 2019 as indicated above to be eligible. See Official Rules above for complete prize restrictions.