

OFFICIAL TERMS & CONDITIONS

By registering for the Life to Buildings™ Design Challenge, Participants automatically agree to be bound by this Official Life to Buildings™ Design Challenge Terms & Conditions. Decisions made by Nature Harmony Institute Inc. (the “Challenge Organizer”) in any aspect of this challenge are considered to be final and binding.

ELIGIBILITY

To be eligible to participate in the Life to Buildings™ Design Challenge you must be:

- Enrolled in a full-time program at a recognized Canadian post-secondary institution at the time of registration
- A legal resident of Canada, excluding the province of Quebec

Those meeting the eligibility requirements to participate in the Life to Buildings™ Design Challenge are referred to herein as “Eligible Individuals”.

The Challenge Organizer reserves the right to request at any time from Participants, proof of identity and qualification as an Eligible Individual and/or Team. The Challenge Organizer may disqualify any Submission where such satisfactory proof is not provided upon request.

In the event of a dispute over the identity of an Individual, an entry will be deemed to have been submitted by the authorized holder of the school email account used to register for the Challenge.

Any director, officer, or employee of the Challenge Organizer, its affiliates, or other party involved in the development or administration of the Life to Buildings™ Design Challenge is automatically ineligible to participate.

MINORS

In the event that an Eligible Individual is under the age of majority in their province/territory of residence at the time of registration, the Minor’s parent or legal guardian must provide written consent to the Minor’s participation in the Challenge. This parent or legal guardian also agrees to be bound by these Official Life to Buildings™ Design Challenge Terms & Conditions on the Minor’s behalf.

The Challenge Organizer reserves the right to contact any Minor's parent or legal guardian to confirm their consent to the Minor's participation in the Competition under the above terms. Failure to complete this verification may result in the disqualification of the Minor.

ENTRY AND REGISTRATION

Eligible Individuals may enter the Life to Buildings™ Design Challenge either singly or as part of a team, herein referred to as a "Participant". There is no limit to the number of members per team, though all members of a team must be enrolled at the same educational institution at the time of registration, and each member must meet the Eligibility Requirements detailed above. Eligible Individuals may not register with more than one Participant.

Eligible Individuals are required to use their official school email for the initial registration in order to confirm eligibility. An alternative email address may be specified for subsequent communications.

The Challenge Organizer must be notified immediately via email of any changes to the Participant's details, including without limitation the names of its members, primary and secondary (where applicable) points of contact, and contact information.

Participants are required to complete and submit the Life to Buildings™ Design Challenge online registration form in order to receive the competition Participant's Package which contains all necessary details, including design specifications for each category.

CHALLENGE DESIGN BRIEF

A complete Challenge Design Brief, with full details of Submission Requirements and supporting documentation, will be made available to Participants upon successful completion and approval of their registration. A general outline can be found at www.natureharmony.org and is summarized below:

Participants may submit only one design.

Participants will submit a full design package, which will include all schematics, renderings, materials lists, capital and operating cost estimates, and any other documentation required to fully communicate their design concept. The submission is also to include a video presentation of approximately 5 minutes but

not exceeding 10 minutes in length, that describes the design concept, how it satisfies the client's project requirements, how Nature Harmony Institute's Life to Buildings™ framework has been applied, and any unique and/or innovative features. This video is in lieu of a written narrative, and consequently no such narratives will be accepted or considered.

SUBMISSION

Final submissions will be accepted online from February 1st, 2017 until March 31st, 2017. Participants wishing to submit prior to this date should contact the Challenge Organizer by email.

Submissions must be uploaded in full to the Challenge Organizer's computer server no later than March 31st, 2017 at 11:59pm Pacific Standard Time, using the account details to be provided by the Challenge Organizer. Video files are to be uploaded to an online storage service such as Dropbox, Google Drive, or Microsoft Onedrive, and the file's download link included in the document package. All files, with the exception of the video, must be submitted in PDF format. No other file formats will be considered.

Upon successful receipt of the documents and download of the video, a confirmation email will be sent to each Participant. Although files will be checked for integrity, it is the Participant's responsibility to ensure that the correct version of each file is submitted. No further documents will be accepted after the submission.

No late submissions will be accepted. In the event of a dispute regarding the timeliness of a submission, the time logged on the Challenge Organizer's server at the completion of the upload shall be used in resolving the dispute.

In the case where Participants are unable to upload their Submissions to the Challenge Organizer's server due to a technical fault on the Challenge Organizer's system, Participants shall be notified by email when access has been restored, and shall be given a 24 hour period from the time of that email in which to upload their Submissions.

The Challenge Organizer shall accept no responsibility, and grant no exceptions, for technical difficulties experienced by Participants which are outside of the Challenge Organizer's control. The sole exception to this is in the case where a video file has been successfully uploaded to an online file storage service, but is inaccessible to the Challenge Organizer due to the service being unreachable. In this case, Participants will be notified and requested to upload the file to a different service within 24 hours.

SUBMISSION RULES

By registering to the Challenge and tendering a Submission, each Participant (and the parent or legal guardian of any constituent Minors):

- i. grants to the Challenge Organizer, in perpetuity, a non-exclusive license to publish, display, or reproduce their Submission for the purposes of promoting future Challenges or other marketing efforts;
- ii. waives all moral rights to his/her Submission in favour of the Challenge Organizer;
- iii. certifies that the Submission is the Participant's own original work and that it does not infringe upon or violate any intellectual property rights including copyrights and trade-marks, proprietary rights, or any other rights of any kind whatsoever including any federal, provincial or municipal laws;
- iv. agrees to release and hold harmless the Challenge Organizer, Sponsors, and other Affiliates, and each of their respective agents, employees, directors, and successors (collectively, the "Releasees") from and against any and all claims based on publicity rights, copyright infringement, trade-mark infringement, or any other intellectual property related cause of action; and
- v. agree that the Challenge Organizer and the Life to Buildings™ Design Challenge may use either during or at any time following the Challenge, but in relation to the current Challenge or future Challenges, the name(s) and photograph(s) of the Participant without restriction or compensation.

All prize winning Participant (and the parent or legal guardian of any constituent Minors):

- i. grants to the Challenge Organizer, in perpetuity, an exclusive license to publish, display, reproduce or construct their Submission and design for the purposes of promoting future Challenges, commercialization, or business purposes.

TERMINATION OF A SUBMISSION

The Challenge Organizer reserves the right, in its sole and absolute discretion, to deem void any Submission that it determines to be in breach of these Challenge Terms & Conditions.

TERMINATION OF THE LIFE TO BUILDINGS™ DESIGN CHALLENGE

The Challenge Organizer reserves the right, in its sole and absolute discretion, to modify or terminate the Life to Buildings™ Design Challenge and amend the Official Life to Buildings™ Design Challenge Terms & Conditions at any time, without individual notice, and for any reason.

CONDUCT

By participating in the Life to Buildings™ Design Challenge, Participants acknowledge that they have read and understood these Official Life to Buildings™ Design Challenge Terms & Conditions and agree to abide and be bound by them and all decisions of the Challenge Organizer, which shall be final and binding, in all matters relating to this Life to Buildings™ Design Challenge and the awarding of prizes.

The Challenge Organizer reserves the right, in its sole and absolute discretion, to disqualify any Participant that it finds to be: (a) violating the Official Life to Buildings™ Design Challenge Terms & Conditions; (b) tampering or attempting to tamper with the registration or submission process, or the operations of the Life to Buildings™ Design Challenge; (c) acting in an unsportsmanlike or disruptive manner; or (d) attempting to undermine the legitimate operation of the Life to Buildings™ Design Challenge.

CAUTION: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS COMPETITION OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS COMPETITION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, THE CHALLENGE ORGANIZER RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, AND TO BAN OR DISQUALIFY A PARTICIPANT FROM THIS AND FUTURE CHALLENGES.

ANNOUNCEMENT OF WINNERS

On May 13th, 2017, the Challenge Organizer will host the “2016/2017 Life to Buildings™ Design Challenge Awards Ceremony”, at which the winning individuals or teams (the “Winners”) will be announced. The location of the Awards Ceremony will be held at the Ontario Science Centre.

Attendance to the event will be free of charge for all Challenge Participants who have submitted a design, though the Challenge Organizer accepts no responsibility for any associated transportation or lodging costs. Tickets will be made available for purchase for any family members, friends, or other individuals who wish to attend, details to be released at a later time. All attendees will be required to confirm their attendance by the RSVP deadline, to be announced at a later date.

The Challenge Organizer may, at their sole discretion, profile one or more of the Winners and their Submissions in print, digital, electronic, mobile and social media formats. All Winners hereby consent to the profiling and publication of their Submissions in accordance with these Official Life to Buildings™ Design Challenge Rules, and will use reasonable efforts to cooperate with the Challenge Organizer in the preparation of such profiles and publicity by the Challenge Organizer.

PRIZES

Prizes for the Winners of the Life to Buildings™ Design Challenge will be awarded as follows:

- One (1) Best Overall Design \$2000
- One (1) Best Green Interior Design \$500
- One (1) Best Floor Layout Design \$500
- One (1) Best Occupant Experience Design \$500
- One (1) Most Innovative Design \$500

Odds of winning a prize are dependent on the number and quality of eligible Submissions received.

In the event of a tie between submissions, the judges will be asked to vote amongst themselves to determine the winner. In case there are an even number of judges, a representative of the Challenge Organizer shall act as the tie-breaking judge. All decisions shall be made at their sole discretion and are not subject to appeal.

In order to be eligible for prizes, submissions must adhere to the Submission Rules as outlined in the Life to Buildings™ Design Challenge Brief.

CLAIMING OF PRIZES

In the event that a prize is awarded to a group of individuals, the funds will be transferred to that team's registered Primary Contact to hold in trust for the Team. Subsequent distribution of funds among members of the team is to be at the members' collective discretion, and the Challenge Organizer accepts no responsibility for and will play no role in any disputes that may arise.

The Challenge Organizer will make all commercially reasonable efforts to contact a Winning Individual or all members of a Winning Team and award any prizes. Any prizes that are not claimed within six (6) months of the Award Ceremony will be considered forfeit.

RELEASE OF LIABILITY / CONSENT TO PUBLICITY

By entering the Life to Buildings™ Design Challenge you are deemed to:

- (i) confirm compliance with the Official Life to Buildings™ Design Challenge Terms & Conditions;
- (ii) consent to the use of your name, city, comments, photographs, video, and/or other likenesses and all other indicia of personality, for publicity, advertising and informational purposes by the Challenge Organizer without further notice or compensation; and
- (iii) release the Challenge Organizer and other parties involved in the development or administration of this Life to Buildings™ Design Challenge, and all of their respective employees, directors, and other duly appointed representatives (collectively the "Releasees") from any and all liabilities or damages (including legal fees and expenses), arising out of your participation in the Life to Buildings™ Design Challenge and the awarding or use of a prize, including as set out

below in the Limitation of Liability section.

LIMITATION OF LIABILITY

Without limiting the generality of the forgoing, Releasees are not responsible for:

- (i) the incorrect or inaccurate capture of entry information;
- (ii) late, lost, stolen, illegible, damaged, misdirected, garbled or incomplete entries or entries that are altered or otherwise irregular, contain false information, or do not conform with or satisfy any or all of the conditions of the Official Life to Buildings™ Design Challenge Terms & Conditions, as determined by the Challenge Organizer, in its sole and absolute discretion;
- (iii) any failure of, errors, or problems with websites associated with the Life to Buildings™ Design Challenge, including any website feature, howsoever caused;
- (iv) traffic congestion on the Internet;
- (v) injury or damage to a Participant's or any other person's computer related to or resulting from participating in the Life to Buildings™ Design Challenge;
- (vi) any errors, omissions, incorrect or inaccurate information in any Life to Buildings™ Design Challenge-related materials howsoever caused;
- (vii) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer "hackers" or otherwise.

PRIVACY AND COMMUNICATIONS

By participating in this Life to Buildings™ Design Challenge, you hereby consent to the Challenge Organizer collecting and using your personal information for the purpose of administering this Life to Buildings™ Design Challenge. Participants will receive no marketing communications unless they provide expressed consent.

JURISDICTION

This Life to Buildings™ Design Competition is void where prohibited by law and is subject to all applicable laws and regulations. To the extent permitted by law, any dispute arising from this Life to Buildings™ Design Challenge will be determined according to the laws of the Province of Ontario, without reference to its conflict of law principles, and the Participants consent to the personal jurisdiction of the courts located in Markham, Ontario and agree that such courts have exclusive jurisdiction over all such disputes.