

Competition Rules

Echo Bay Development Ltd. dba Echo Bay Marina & Lodge has issued an invitation for a competition (the “Competition”) to design a logo (the “Logo”) for Echo Bay Marina & Lodge.

Echo Bay Development Ltd. is inviting Kwakwaka’wakw artists to enter the Competition to design a Logo that will represent Ƙ wəxwəlawadi, Echo Bay Marina & Lodge.

About Ƙ wəxwəlawadi, Echo Bay Marina & Lodge

Ƙ wəxwəlawadi, Echo Bay Marina & Lodge (*formerly Pierre’s at Echo Bay*) was purchased in 2020 by the Kwikwasut’inuxw Haxwa’mis First Nation (KHFN).

The Echo Bay Marina is a full-service marina and lodge offering eco-tourism and boating opportunities. During peak tourism season, the Echo Bay Marina has been, and will remain, a key tourism staple and essential service destination in the Broughton Archipelago.

The Marina is only a fifteen-minute boat ride from KHFN’s main village of Gwa’yasdams. It is surrounded by an ancient KHFN village with the Kwakwala name Ƙ wəxwəlawadi, which was also a source for clams.

As the business continues to develop, it is important to undertake a process to rebrand Ƙ wəxwəlawadi, Echo Bay Marina & Lodge and create a visual impact that represents KHFN and the beautiful territory and history.

Rules of the Logo Competition

The Competition is governed by these Rules. Participation in the Competition by the Entrant and the Designer constitutes acceptance and agreement to these Rules.

I. ELIGIBILITY

The Competition is open to Indigenous artists living in British Columbia, with preference given to Kwakwaka’wakw artists. No payment or fee is required to enter the Competition.

The following persons are not eligible to be Entrants or to participate in the design process for a submitted design: (a) board members, directors, employees of the Echo Bay Marina & Lodge (b) any members of the Selection Panel, (c) any member of KHFN Governance.

II. DESIGN OBJECTIVES

The objective of the Competition is to select a Logo that reflects Ƙ wəxwəlawadi, Echo Bay Marina & Lodge, its unique and important location, and its commitment to offering and celebrating the culture and history of the Kwikwasut’inuxw Haxwa’mis.

The Logo will be selected based on the following criteria:

1. The design provides a distinctive and powerful visual identity for Ƙ wəxwəlawadi, Echo Bay Marina & Lodge.
2. Ƙ wəxwəlawadi, Echo Bay Marina & Lodge is owned and operated by the Kwikwasut’inuxw Haxwa’mis First Nation, the design should capture and reflect the unique history and location of the business.
3. The design should incorporate traditional shapes/design elements.
4. The detail of the design is evident in all scales and media, and is capable of being reproduced by: etching, screen printing, textiles, embroidery, die-cast or other moulds, embossing, and all electronic media. The design must be simple enough to be clearly legible in small sizes (the minimum size will be 1.5cm). It is critically important that the detail of the Logo not be lost when scaling down the size to a business card.
5. The design should work well in multi-colour, solid, and black and white versions and be easy to reproduce in 2D and 3D applications for production and processing (e.g. for media, merchandise, etc.).
6. Submitted in JPEG or PDF formats (for ease of viewing by the Selection Committee). If design is created by hand, please submit a digital file (JPEG or PDF) derived from a quality high-resolution photograph or scan of the artwork. Designs created digitally may also be provided in one of the

following formats if available: vector or .ai or .eps format, but must also be submitted as a .jpg or .pdf file. We will undertake a process to create a vector version of the final selected logo.

III. LIMITS ON SUBMISSIONS

Each Entrant may submit a maximum of three designs. Entrants who submit more than one entry must submit a separate Entry Form for each submitted design, clearly identifying each entry with the Entrant's name and number of the submission clearly marked on the back of each entry (or second page). Please do not add names ON the design as this will be an anonymous process.

IV. SUBMISSION PROCEDURES

Two forms must be completed and attached to each design submitted: the Entry Form and the Intellectual Property Rights and Confidentiality Agreement. Both forms can be found within this package. Please direct queries to communications@kwaxwalawadi.com.

ENTRY FORM: Each design must be accompanied by an Entry Form that includes the following:

- a. A name or working title for the design;
 - b. The rationale for the creative approach and/or the theme of the design, and a brief description of how it achieves the applicable design objectives set forth in these Rules;
 - c. Details regarding the Entrant and all persons involved in the design process; and
 - d. Certification that the Entrant and all persons involved in the design process have strictly complied with the Rules.
2. **INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY AGREEMENT:** Each design must be accompanied by an Intellectual Property Rights and Confidentiality Agreement duly signed by the Entrant and all persons involved in the design process.
3. **DEADLINE:** All design submissions must be received by no later than 11:59 pm (PST) on January 18, 2021 via electronic submission as designated in the Entry Form.
4. **EVIDENCE OF ELIGIBILITY AND COMPLIANCE WITH RULES:** Entrants are required to provide any documentation reasonably requested by the Echo Bay Marina & Lodge to support the eligibility of the Entrant and to demonstrate compliance with these Rules by the Entrant and all persons involved in the design process. Documentation required:
- a. Proof of Indigenous ancestry (i.e., Status Card, letter from BC Indigenous Community leadership, etc.). Please supply a photocopy of both sides of the card or contact us to fill out a Declaration of Indigenous Ancestry.
- The Echo Bay Marina & Lodge reserves the right to seek additional documentation from an Entrant if it deems it necessary to do so.

V. FORMAT OF SUBMISSIONS

All designs should be submitted so that it can be easily printed to fit on 8.5" x 11" paper. As electronic submissions are required, the design should be submitted in either PDF or JPEG formats.

If the design is created by hand, please submit a digital file (JPEG or PDF) derived from a quality high-resolution photograph or scan of the artwork. Designs created digitally may also be provided in one of the following formats if available: vector or .ai or .eps format, but must also be submitted as a .jpg or pdf file.

Each design should be presented in two versions:

1. Full colour image
2. Black and white version of the image

VI. CONFIDENTIALITY

Entrants and other individuals involved in the design process are required to keep strictly confidential the submitted design, as well as all information and images regarding the submitted design, throughout the creative development process and, subject to Echo Bay Marina & Lodge's written permission to the successful Entrant to the contrary, in perpetuity, after the winning design has been chosen by the Echo Bay Marina & Lodge. The Echo Bay Marina & Lodge may, in its discretion, disclose information regarding the winning design of the Logo. The Intellectual Property Rights and Confidentiality Agreement requires

that Entrants and all persons involved in the design process certify their compliance with this requirement.

VII. ORIGIN OF DESIGNS

Entrants and all other individuals involved in creating a submitted design must provide written details regarding the development of the design and certify that the design is original and not copied or derived from any other materials and that its use will not infringe upon the rights of any other person.

The winning Entrant and all other individuals involved in creating the selected design will be required to sign and deliver an Irrevocable Release and Agreement to indemnify, defend, and hold harmless the Echo Bay Marina & Lodge and its affiliates and representatives from and against any and all claims and liabilities arising from, connected with or relating to the use and exploitation of the selected design by the Echo Bay Marina & Lodge.

VIII. SELECTION OF WINNING DESIGN

The Echo Bay Marina & Lodge will make the final decision regarding the winning Logo.

The Echo Bay Marina & Lodge will establish the Selection Committee (of five people) to review the submitted designs and to make recommendations to Echo Bay Marina & Lodge regarding its decision. The Selection Committee will select those designs it considers to be appropriate for Echo Bay Marina & Lodge consideration.

The Selection Committee may recommend refinements to selected designs. Selected designs may be subjected to investigations regarding originality and eligibility.

The Selection Committee will have full and unfettered discretion in its evaluation and recommendations regarding submitted designs. The Echo Bay Marina & Lodge will have full and unfettered discretion in its decisions regarding all submitted designs and the winning Entrant. The Echo Bay Marina & Lodge's decisions regarding any and all aspects of the Competition are final and binding on all Entrants. If the Entrant of the selected design is found not to be in full compliance with these Rules, then at the Echo Bay Marina & Lodge sole discretion, the prize may be forfeited without any liability by Echo Bay Marina & Lodge to the selected Entrant or to any other person, and the Echo Bay Marina & Lodge may select another design in accordance with these Rules.

IX. SCHEDULE OF COMPETITION

- December 16, 2020 – Ƙ waxwɔlawadi, Echo Bay Logo Design Competition opens
- January 18, 2021 at 11:59 pm PST – Deadline for submissions
- February 2021 – the Selection Committee will make its recommendations and Echo Bay Marina & Lodge may select the winning design
- Approximately mid to late March 2021 – Unveil the winning Logo
- These dates are tentative, and subject to revision by the Echo Bay Marina & Lodge without notice

X. NOTIFICATION

The Echo Bay Marina & Lodge will confidentially notify the winner of the Competition but will not notify any other Entrants of the final results of the Competition until the Echo Bay Marina & Lodge has confirmed that the winning Entrant is in full compliance with these Rules.

XI. UTILIZATION AND EXPOSURE OF THE LOGO

The winning design will be used by Echo Bay Marina & Lodge as the Logo, primary identity and core image of the Ƙ waxwɔlawadi, Echo Bay Marina & Lodge. Through its marketing programs, the Echo Bay Marina & Lodge will be entitled in its discretion to use and exploit or authorize any third party to use and exploit the Logo in any and all ways using any and all media and technologies, including without limitation:

- Organized promotions, signage, promotional and informational materials produced by, and merchandise of Echo Bay Development Ltd. and Ƙ waxwɔlawadi, Echo Bay Marina & Lodge. and authorized third parties, venues, cultural and educational programs, volunteer activities, and any other activities relating to the Echo Bay Development Ltd and Ƙ waxwɔlawadi, Echo Bay Marina & Lodge;
- Productions, print, television broadcast or interactive communication to global media; and
- Utilization through television broadcasts, promotions held by the owners of television broadcast

rights, marketing activities promoted by Echo Bay Marina & Lodge and any of its commercial partners, and programs licensed by Echo Bay Marina & Lodge.

XII. PRIZE

There is one (1) prize available to be won only by the winning Entrant whose design is chosen as the Logo. The prize is three thousand dollars (\$3,000.00 CDN).

XIII. POSSIBILITY OF NO WINNING ENTRY

While the Echo Bay Marina & Lodge aims to find a winning Logo design through the Competition, the Echo Bay Marina & Lodge reserves the right to not select a winning Logo from those submitted. If, in the judgment of the Echo Bay Marina & Lodge, no submitted design satisfies the criteria or is sufficiently compelling as an identity for Kwaxwawawadi, Echo Bay, the Echo Bay Marina & Lodge may in its discretion terminate the Competition without selecting a winning Logo. In those circumstances, the Entrants will be notified of the result of the Competition, and the Echo Bay Marina & Lodge reserves the right to then engage professional designers (whether or not such persons are Entrants) to design the Logo.

XIV. DISCLAIMERS

The Echo Bay Marina & Lodge shall have no responsibility or liability to the Entrants for any reason whatsoever relating to the Competition, including for any erroneous, damaged, destroyed, lost, late, incomplete, illegible, incorrectly addressed or misdirected design submissions or for any damage or loss (whether in contract, tort or under any other theory of law or equity) arising from, connected with, or relating to the Competition, the submission of designs to the Competition, participation in the Competition, or the prize, regardless of the cause or of any fault by the Echo Bay Marina & Lodge or any person for whom the Echo Bay Marina & Lodge is responsible, and notwithstanding that any of those persons may have been advised by the Entrants of the possibility of such loss or damage being incurred.

If for any reason the Echo Bay Marina & Lodge determines, in its discretion, that the Competition is not capable of being conducted as intended by the Echo Bay Marina & Lodge, including due to any misconduct by or on behalf of an Entrant, the Echo Bay Marina & Lodge may, in its full discretion, disqualify the Entrant responsible for such misconduct and withdraw, cancel, terminate, modify, or suspend all or any part of the Competition or proceed with the Competition.

XV. GOVERNING LAW AND DISPUTES

These Rules and the Entry Form and the Intellectual Property Rights and Confidentiality Agreement will be enforced and interpreted exclusively in the English language. The Competition is subject to all applicable laws and regulations and is void where prohibited by law. If any provision of these Rules is found by any court of competent jurisdiction to be unenforceable, all other provisions will remain in full force and effect.

The Competition, these Rules, and all related matters are governed solely by the laws of British Columbia, Canada and applicable federal laws of Canada, excluding any rules of private international law or conflict of laws which would lead to the application of any other laws. Any dispute arising from, connected with or relating to the Competition, the submission of designs to the Competition, participation in the Competition, the prize or any related matters (collectively, "Disputes") will be resolved before the Courts of British Columbia sitting in the City of Vancouver, British Columbia, Canada, and all Entrants and persons involved in the design of submitted designs hereby irrevocably submits to the original and exclusive jurisdiction of those courts in respect of all Disputes. Proceedings regarding Disputes must be commenced in a court of competent jurisdiction in the City of Vancouver, British Columbia, Canada within six (6) months after the Dispute arose, after which time any and all claims regarding the Dispute shall be timebarred and without any legal or equitable force and effect.