

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. **Eligibility:** This Campaign is open only to those Participants, representing a Bermuda based registered and recognized charitable organization or non-profit organization, who submit the application form at <https://www.OurFutureIsYou.com>. The feasibility of the idea must be approved by the charity or non-profit organisation in advance. The Campaign is only open to registered and recognized charitable organizations or non-profit organizations based in Bermuda and is void where prohibited by law. The Campaign is subject to all applicable federal, state, local laws and regulations. The idea submitted for consideration should be a youth based initiative designed to help shape the #Next70 years. The idea submitted by the Participant should support the overall aims and objectives of the nominated registered and recognized charitable organization or non-profit organization in Bermuda and be capable of being implemented by that organization.

2. **Agreement to Rules:** As a Participant, (“You”) agree that you are over the age of 18 years old, capable of representing your nominated charity or non-profit organization and agree to be fully and unconditionally bound by these Rules. You represent and warrant that You and your nominated charity or non-profit organization meet all the eligibility requirements and can provide evidence of the same when requested. In addition, You agree to accept the decisions of Argus as final and binding as it relates to the content of this Campaign.

3. **Campaign Period:** Entries will be accepted online starting on 23 September 2020 12:01 AM AT and ending 18 October 2020 11:59pm AT. All online entries must be received by 18 October 2020 11:59pm AT.

4. **How to Enter:** The Participants can enter the Campaign by submitting an idea (the “Proposal”) using the online form provided at <https://www.OurFutureIsYou.com>. The Proposal must fulfill all Campaign requirements, as specified in these Rules and as specified in the entry form, in order to be selected by the Argus Steering Committee. Proposals that are incomplete or do not adhere to the rules, eligibility requirements or specifications may be disqualified at the sole discretion of Argus. You may enter a Proposal only once and may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent these Rules. The use of fraudulent methods or otherwise attempting to circumvent these Rules may result in the submission being removed from eligibility at the sole discretion of Argus.

5. **Finalists Selections to Advance to Social Media Round:** The Argus Steering Committee will shortlist finalists from amongst the Proposals submitted (the “Finalists”) at their sole discretion. The selected Finalists’ Proposals will be posted on the social media platform of Argus’ discretion where the community will vote via commenting. The Argus Steering Committee will ultimately determine the Winners and the impact of the social media voting by the community.

6. **Prizes:** Two (2) Proposals will be selected by the Argus Steering Committee and declared winners (the “Winners”). Argus will then donate BMD \$15,000.00 (the “Prize”) to each of the two charities or non – profit organizations represented in order to exclusively fund the execution of the winning Proposals. For clarification, the Prize is donated to the charity and not the individual participant submitting the Proposal. The actual or appraised value may differ at the time of Prize being awarded. The specifics of the Prize shall be solely determined by Argus. No cash or other prize substitution shall be permitted except at Argus’ discretion. The Prize is non-transferable. No

substitution of Prize or transfer/assignment of the Prize to others or request for the cash equivalent by Winner is permitted. Acceptance of the Prize constitutes permission for Argus to use the Participant's and other representatives of the Winners' names, likenesses, and entry for the purposes of advertising and trade without further compensation unless prohibited by law. (See "Rights Granted by You" in Section 8 below.)

6. **Odds:** The odds of your Proposal winning and receiving this Prize depend on the number of eligible Proposals received.

7. **Winner Selection and Notification:** All submissions of Proposals will be judged by The Argus Steering Committee based on the following categories: innovation, inspiration, creativity, sustainability, feasibility and impact on youth in the community. The two Winners will be notified by the email address or telephone number provided with the Proposal within five (5) business days following selection of the Winners.

The Prize must be claimed on behalf of the registered charity or non-profit organization within five (5) business days.

Argus shall have no liability for the Winner's failure to receive notices due to spam, junk e-mail, or other security settings or for the Winner's provision of incorrect or otherwise non-functioning contact information. If the (i) Winner cannot be contacted; (ii) is ineligible; (iii) fails to claim the prize within 5 business days from the time the award notification was sent; or (iv) fails to timely return a completed and executed declaration and release as required, the Prize may be forfeited and an alternate Winner selected from any shortlisted participants. Receipt by the Winner of the Prize offered in this Campaign is conditioned upon compliance with any and all federal, state, local laws and regulations.

ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT ARGUS' SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. **Rights Granted by You:** By submitting your Proposal (e.g., photo, video, text, etc.), You hereby irrevocably grant Argus, anyone acting on behalf of Argus, and Argus' licensees, successors, and assigns, the right to use and permit others to use your name, image, likeness, voice, or including any derivative, transformative or synchronized works thereof, and any reproduction and publication of same (collectively, the 'Participant Information') connected to the Campaign in perpetuity, and such use, distribution, and promotion of the Participant Information through every possible channel of communication and marketing, including Internet-based, national and international media, web sites, blogs, forum and social networks whether now known or in future developed, and this for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent.

9. **Intellectual Property Rights:** You release any and all claims against Argus in relation to the use of Participant Information, and not to pursue any claims to copyright moral rights that You might have in the Participant Information. You hereby irrevocably grant Argus, and its successors and assigns, a non-exclusive, royalty-free license on all intellectual property rights, including but not limited to, all copyright, in and to the Proposal in whole or part, in perpetuity.

10. **Terms & Conditions:** Argus reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should any un-authorized intervention, including interventions of a human and/or automated nature, fraud, or other cause beyond Argus' control corrupt or affect

the administration, security, fairness, or proper conduct of the Campaign. In such case, Argus may select the Winner from all eligible Proposals received prior to and/or after (if appropriate) any action taken by Argus to cancel, terminate, modify or suspend the Campaign. Argus reserves the right, in its sole discretion, to disqualify any party who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions.

Argus has the right, in its sole discretion, to maintain the integrity of the Campaign, to void submissions for any reason, including, but not limited to: multiple Proposals from the same user from different IP addresses; multiple Proposals from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by any Participant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such an attempt be made, Argus reserves the right to seek damages to the fullest extent permitted by law.

**11. Limitation of Liability:** By entering, You agree to release and hold harmless Argus and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such Participant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of the Prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or internet service; (iv) unauthorized human intervention in any part of the entry process or the Campaign; (v) electronic or human error in the administration of the Campaign or the processing of Proposals and (vi) any occurrence of force majeure or extraneous factors beyond the control of the parties including, but not limited to illness, injury or accident to the parties, Acts of God, riots, strikes or epidemics.

**12. Disputes:** THIS Campaign IS GOVERNED BY THE LAWS OF BERMUDA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, the Participant agrees that that at any time, should any question, disagreement or difference arise between the Parties as to any matter or issue of whatever nature arising under or in connection with this Campaign (a "Dispute") including matters concerning the implementation, application or interpretation of these Rules, the following steps shall be followed:

- (i) Either Party shall give to the other Party notice in writing, as to such Dispute (a "Dispute Notice"). A Dispute Notice shall be sent by means of an email by one Party to the email address of the other Party. The Dispute Notice shall be deemed to be delivered on the day the email is sent.
- (ii) Upon receipt of such Dispute Notice, the Parties shall endeavour to amicably resolve any issues or concerns addressed therein.
- (iii) In the event that the Dispute is not resolved within fifteen (15) business days from the date of delivery of the Dispute Notice, either of the Parties may refer the matter for arbitration in Bermuda under the rules provided in the Arbitration Act 1986. Any dispute or question whatsoever that may arise between the Parties and relating to these Rules or this Campaign shall be submitted to two (2) arbitrators one (1) to be appointed by each of the Parties hereto such appointments to be made within thirty (30) days of notification of the decision being taken to refer to arbitration and such submission shall be considered a reference to arbitration within the meaning the Arbitration Act 1986 or any Act for the time being in force amending or replacing the said Act. Any decision reached by arbitration shall be binding on both Parties. The Parties to share equally the costs of any arbitration, with the exception of any awards made thereunder.

Further, in any such dispute, under no circumstances shall the Participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). The Participant further waives all rights to have damages multiplied or increased.

13. **Privacy Policy:** The Argus Group responsible for this Campaign, is the Data Controller for the personal data, if any, that is being processed, unless otherwise stated. Any information collected in the carrying out of this Campaign shall be for the purpose of processing the Proposals as submitted and for the implementation of the Campaign. Your data shall only be retained for as long as it is necessary and will not be shared with other unauthorised third parties.

For more information, please read our Privacy Policy at <https://www.argus.bm/privacy-policy>.

14. **Sponsor:** The Sponsor of the Campaign is The Argus Group, 14 Wesley Street, Hamilton HM 11, Bermuda.

15. \_\_\_ By checking here, You, the Participant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.