

The Forest – Common Ground Submission Rules and License to Use

THESE RULES (the “Rules”) ARE THE STANDARD TERMS AND CONDITIONS APPLICABLE TO THE FOREST – COMMON GROUND CANADA AND THE FOREST – COMMON GROUND INTERNATIONAL INITIATIVES (collectively the “Initiative”). THE RULES SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. PARTICIPANTS MUST BE EIGHTEEN YEARS OF AGE OR OLDER AT THE TIME OF SUBMISSION. VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. SUBMISSION OF IMAGES CONSTITUTES ACCEPTANCE OF THESE RULES.

Please note in the event of any discrepancy or inconsistency between the terms and conditions of the Rules as posted on The Forest – Common Ground website and the downloadable PDF version, the website version shall prevail.

1. ELEGIBILITY.

To be eligible to submit images for consideration, a photographer (the “Photographer”) must:

(a) for the Canadian Forest initiative (“CFI”), be a Canadian citizen/permanent resident of Canada and resident in the province/territory in which the tree being submitted is located, or for the International Forest initiative (“IFI”), be a citizen/permanent resident of, and resident in, the country in which the tree being submitted is located. For example, if you are submitting to the CFI and the images are of a tree in Ontario, Canada, you must be a Canadian citizen or permanent resident of Canada and resident in Ontario. If you are submitting to the IFI and the images are of a tree in Kenya, you must be a citizen or permanent resident of, and resident in, Kenya;

(b) be eighteen years of age or older at the time of entry; and

(c) have personally photographed and have sole ownership of the images submitted.

The Forest – Common Ground Inc. (“FCGI”) shall have the right at any time to require proof from a Photographer of identity and/or eligibility to submit images for consideration. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to FCGI for the purpose of image submission must be truthful, complete, accurate and in no way misleading. FCGI reserves the right, in its sole discretion, to disqualify any Photographer should such Photographer at any time supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

2. NUMBER OF SUBMISSIONS TO BE ACCEPTED

(a) The number of trees comprising the CFI will be a minimum of 200, being at least five from each of the ten provinces and 3 territories.

(b) The number of trees comprising the IFI will be a minimum of 193, being one from each country recognized as such by the United Nations, and such other territories and de jure sovereign states (e.g. Puerto Rico, Greenland, Cook Islands, Gibraltar and Palestine) as FCGI may, in its absolute discretion, decide to include.

(c) There is no limit on the number of trees which may be selected for sale as a single image.

(d) The final number of trees may vary from the targeted goals.

3. SUBMISSION AND LICENSE TO USE.

(a) Submissions for The Forest – Common Ground Canada will be accepted from and to the dates noted on the website. Submissions for The Forest – Common Ground International has not been determined.

(b) No purchase or entry fee shall be necessary.

(c) Each Photographer shall be permitted to submit a maximum of 5 individual trees. Only images taken with a digital camera having at least 18 megapixels will be accepted. FCGI may select any number of such submissions (0 through 5) from a Photographer as it determines, in its sole discretion, to be appropriate.

(d) The submission and selection process comprise three stages. Please see the Photographer Submission Guidelines section entitled “How and What to Submit” under the tab entitled Submissions. FCGI recognizes, acknowledges and agrees the Photographer is the first and sole owner of all copyright of all submitted and unedited images and may use them for their personal or professional use, provided such use does not include using such images to reproduce, or attempt to reproduce, nor authorizing anyone else reproducing or attempting to reproduce, an image similar in likeness, size and materials to the Final Work Product (as defined in Subsection 3(e) below).

(e) Photographers hereby irrevocably authorize FCGI and Jonathan Havelock, the creator and founder of the Initiative, to edit, alter and copy the images submitted by such Photographer for the purposes of creating a single tree from such images, or alternatively multiple trees if more than one related series of tree images are submitted by the Photographer (the “Final Work Product”), and use the same in any way it deems appropriate for the purposes of the Initiative, including the production of the images for resale and any associated retail products. Images converted into a Final Work Product will vary in size, color and installation parameters to form part of the Initiative. The Photographer waives the right to inspect or approve the Final Work Product and any associated materials, including printed and electronic copy.

(f) The Photographer recognizes, acknowledges and agrees FCGI is:

1. entitled to edit, modify, change and alter the Photographer's images so submitted to create the Final Work Product without the Photographer's consent, written or otherwise;
2. the sole owner of such Final Work Product and all associated copyright;
3. entitled to assign and transfer its rights hereunder to its successors; and,
4. entitled to copy, exhibit, publish or distribute the Final Work Product for the purposes of the Initiative.

(g) Photographer submissions received online and/or uploaded on to a secure site shall be deemed to be submitted by the authorized account holder of the email address associated with the submission. For the purpose of the Initiative, "authorized account holder" means the natural person who is assigned to an email address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each Photographer may be required to provide FCGI with proof the Photographer is the authorized account holder of the email address associated with the submission. In addition, each Photographer submitting may be required to provide proof of ownership of the submitted images.

4. IMAGE SELECTION AND PARTICIPATION OPPORTUNITY.

(a) All submissions will be evaluated and selected by FCGI, led by Jonathan Havelock. There is no obligation on the part of FCGI or Jonathan Havelock to select any images submitted.

(b) If a Photographer submitting images and selected by FCGI does not respond within three (3) days of notification of such selection, he/she may be disqualified and another eligible Photographer may be selected in FCGI's sole discretion until such time as a Photographer satisfies the terms set out herein.

(c) Photographers will be notified if their images were not selected for inclusion in the Initiative and FCGI shall destroy such images and any Final Work Product relating thereto.

(d) If selected, there are three primary ways in which a Photographer can participate in the Initiative. As a "tree" or multiple "trees":

1. within the CFI;
2. within the IFI; and/or
3. for sale as a separate image, either on a standalone basis or as part of a grouping.

It is possible for a Canadian Photographer to be selected for one, two or all three, whereas Photographers outside of Canada may be selected for the International and/or separate image categories. It is also possible for a Photographer's image, if included within the CFI and/or the IFI, to be used for the production of merchandise and associated retail products and/or sold as a separate image, either on a standalone basis or as part of a grouping.

5. RECOGNITION AND COMPENSATION.

(a) Photographers will be appropriately recognized as having sole ownership of and photographed the original images comprising the Final Work Product.

(b) Photographers will be provided with a low-resolution copy of the Final Work Product comprising the images they submitted for the purposes of promoting their selection for and participation in the Initiative. The Photographer is strictly precluded from using the image so provided for any other purpose, including reproducing the same in any way for sale, exchange for goods or any other monetary or non-monetary purpose.

(c) FCGI intends to make 10 single images of each tree accepted to be in the Initiative (either as part of the CFI, IFI and/or for sale as a standalone single image or part of a grouping), being the Final Work Product, available for sale to the general public. Each Photographer shall have a right of first refusal to purchase a maximum of 5 of his/her images comprising the Final Work Product after public announcement of his/her selection (or such earlier date if deemed appropriate by FCGI) and up until such time as the first public exhibition of the same. The Photographer shall pay FCGI's full retail price for each image less 10%; provided if the Photographer is acquiring an image for resale, he/she shall not charge less than the FCGI established full retail price for each image. A Photographer may purchase any or all of his/her unsold images comprising the Final Work Product at any time from two months after the date of the first public exhibition of such images upon the same terms and conditions. The Photographer shall be responsible for all shipping and associated costs (excluding production costs) for any Final Work Product purchased. Final Work Product purchased by a Photographer will be exempt from and not form part of revenues as described in Subsections 5(d) and (e) below.

(d) Any Photographer image used to create retail products and the revenues generated by such products (e.g. phone cases, scarves, calendars, etc.), excluding the sale of single images comprising Final Work Product, will form part of overall retail sales and the "pooled" monies will be shared with all Photographers as noted under Exhibition and Retail Sales Revenues below.

(e) Photographers will be compensated as follows (please note all revenues noted below are mutually exclusive. One category of revenues will not be "credited" to nor form part of another category – e.g. revenues accruing from the sale of the entire Canadian Forest do not form part of Exhibition and Retail Sales Revenues. Further, revenues exclude: shipping costs charged to a purchaser; purchases by Photographers of their images comprising Final Work Product as outlined in Subsection 5(c) above; and any sales, use, transfer, privilege, excise, personal property, and all other taxes of every kind and nature, and all duties whether international, national, state or local, however designated, which are levied or imposed by reason of the sales as outlined below. Income taxes which may be levied against FCGI will not be excluded from the calculation of the revenues generated. FCGI will cover the cost of producing the image):

Exhibition and Retail Sales Revenues

1. 7% of all revenues generated by the exhibition of the Canadian Forest, being exhibition fees, ticket and retail sales associated with such exhibition and accruing to FCGI (excluding single and group image Final Work Product sales revenues), will be divided by the number of trees in the exhibition, being the Photographer's share. Each Photographer will receive one Photographer's share multiplied by the number of trees the Photographer has in the Canadian Forest exhibition. For example, if the Canadian Forest exhibition generates \$1M in exhibition, ticket and retail revenues to FCGI, \$70,000 will be allocated for the total Photographer's share. If there are 200 trees within the Canadian Forest, each Photographer having a tree in the Canadian Forest will receive \$350 per tree in the Canadian Forest.
2. 7% of all revenues generated by the exhibition of the International Forest, being exhibition fees, ticket and retail sales associated with such exhibition and accruing to FCGI (excluding single and group image Final Work Product sales revenues), will be divided by the number of trees in the exhibition, being the Photographer's share. Each photographer will receive one Photographer's share multiplied by the number of trees the Photographer has in the International Forest exhibition. For example, if the International Forest exhibition generates \$1M in exhibition, ticket and retail revenues to FCGI, \$70,000 will be allocated for the total Photographer's share. If there are 200 trees within the International Forest, each Photographer having a tree in the International Forest will receive \$350 per tree.

Sales Revenues Generated Through Sale of the Entire Exhibition

1. 15% of all revenues generated by the sale of the entire Canadian Forest will be divided by the number of trees in the exhibition, being the Photographer's share (excluding images displayed as singles and not forming part of the Canadian Forest unless sold as part of the Canadian Forest). Each Photographer will receive one Photographer's share multiplied by the number of trees the Photographer has in the Canadian Forest exhibition. For example, if the sale of the entire Canadian Forest generates \$1M in revenues, \$150,000 will be allocated for the total Photographer's share. If there are 200 trees within the Canadian Forest, each Photographer having a tree in the Canadian Forest will receive \$750 per tree.
2. 15% of all revenues generated by the sale of the entire International Forest will be divided by the number of trees in the exhibition, being the Photographer's share (excluding images displayed as singles and not forming part of the International Forest unless sold as part of the International Forest). Each Photographer will receive one Photographer's share multiplied by the number of trees the Photographer has in the International Forest exhibition. For example, if the sale of the entire International Forest generates \$1M in revenues, \$150,000 will be allocated for the total Photographer's share. If there are 200 trees within the International Forest, each Photographer having a tree in the International Forest will receive \$750 per tree.

Single and Group Sales Revenues

1. 10% of all revenues generated by the sale of a Photographer's tree comprising Final Work Product (excluding purchases by a Photographer of his/her images comprising Final Work Product) if that tree is sold as a single image (whether forming part of the CFI, IFI or for sale as a separate image). For example, if 10 separate images of a Photographer's tree generate \$10,000 in revenues, the Photographer receives \$1,000.
2. 10% of all revenues generated through the sale of a grouping of trees comprising Final Work Product (excluding purchases by a Photographer of his/her images comprising Final Work Product and the sale of the entire Canadian or International Forest but including single images from the Canadian or International Forest and images available for sale as singles) will be divided by the number of trees in that grouping, being the Photographer's share. Each Photographer will receive one Photographer's share multiplied by the number of trees comprising Final Work Product the Photographer has in the grouping. For example, if the sale of a grouping generates \$30,000 in revenues, \$3,000 will be allocated for the total Photographer's share. If there are 10 trees within the grouping, each Photographer having a tree in such grouping will receive \$300 per tree.

All other revenues, including sponsorship revenues, donations, government grants and similar revenues will not form part of the monies available for sharing with Photographers. Rather, such monies will be used to offset Initiative production and operating costs and expenditures, examples being staffing, promotional, advertising, shipping, travel and Final Work Product and retail item costs, with the excess being donated to the Initiative's designated charity partner.

6. AGREEMENT TO RULES AND BREACH

(a) By submitting images to FCGI to be considered for inclusion in the Initiative the Photographer hereby agrees to be bound by, and will comply with, the Rules.

(b) If at any time prior to final selection the Photographer breaches the Rules FCGI, in its sole and absolute discretion, may disqualify the Photographer from further consideration. In such event, FCGI will destroy the images submitted by such Photographer.

(c) If at any time after final selection, and assuming any or all of the images submitted by the Photographer have been included in the Initiative through Final Work Product (as defined in Section 3 above), the Photographer breaches the Rules and does not rectify such breach within 10 days of receiving notice thereof from FCGI, then FCGI, in its sole and absolute discretion, may:

1. disqualify the Photographer from further inclusion in the Initiative. In such event FCGI will not use the Final Work Product created from the Photographer's images so submitted and destroy such images; or

2. elect to continue the use the Final Work Product created from the Photographer's images so submitted; provided the Photographer will only be entitled to one-half of its share of the revenues as described in Section 5 above.

(d) Notwithstanding any other provision herein contained, FCGI may, at any time, waive any breach of the Rules by a Photographer. Such waiver shall not in any way preclude FCGI from enforcing any of the Rules and its associated rights as contained herein.

7. RELEASE.

Photographers who submit images to be considered as part of the Initiative, whether selected to participate, or rejected from participating, hereby release FCGI and its respective parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, volunteers, suppliers, agents, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the "Releasees") from any and all liability for any loss, harm, damages, cost or expense of any kind to the Photographer or any other person arising out of the Photographer's participation or attempted participation in the Initiative, participation in any related activity or the acceptance, use, or misuse of any compensation, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, any breach of the Rules or portrayal in a false light, or from any and all claims of third parties arising therefrom. The Photographer agrees to fully indemnify Releasees from any and all claims by third parties relating to its participation or attempted participation in the Initiative, without limitation.

8. LIMITATION OF LIABILITY.

FCGI assumes no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete submissions, notifications, responses or replies, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of a Photographer's submission. FCGI is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Initiative or by any technical or human error which may occur in the administration thereof. FCGI assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any submitted images. FCGI is not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing or otherwise. FCGI is not responsible for any injury or damage to a Photographer or to any computer related to or resulting from participating in or downloading materials related to the Initiative. The Photographer assumes liability for injuries caused or claimed to be caused by participating in the Initiative, or by the acceptance, possession, use of, or failure to receive any compensation. FCGI assumes no

responsibility or liability in the event the Initiative cannot be conducted as planned for any reason, including those reasons beyond the control of FCGI, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of the Initiatives and/or the associated website.

9. CONDUCT.

By participating in the Initiative, Photographer agrees to be bound by these Rules. Photographers further agree to be bound by the decisions of FCGI, which shall be final and binding in all respects. FCGI reserves the right, in its sole discretion, to disqualify any Photographer found to be: (a) violating the Rules; (b) tampering or attempting to tamper with the submission process or the operation of the Initiative website, or any related promotional website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any FCGI property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE INITIATIVE WEBSITE (www.theforest-commonground.ca and www.theforest-commonground.com) OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE INITIATIVE MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, FCGI RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION. Photographers must at all times behave appropriately and observe the Rules.

10. PRIVACY / USE OF PERSONAL INFORMATION.

By participating in the Initiative, the Photographer:

1. grants to FCGI the right to use his/her submitted likeness, name, mailing address, telephone number, and email address ("Personal Information") for the purpose of administering the Initiative, including but not limited to contacting and announcing the selected Photographers and in any and all publications, advertising, exhibitions, services and goods related to the Initiative;
2. waives the right to inspect or approve their likeness so used, including printed, written or electronic copy; and,
3. acknowledges FCGI may disclose his/her Personal Information to third party agents and service providers of FCGI in connection with any of the activities listed in (1) above.

11. INTELLECTUAL PROPERTY.

Subject to the Photographer's ownership of any images selected prior to editing, all Final Work Product, intellectual property, trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations relating to the Initiative are owned by FCGI and/or their affiliates. All rights are reserved. Unauthorized

copying or use of the Final Work Product or any copyrighted material or intellectual property without the express written consent of FCGI is strictly prohibited.

12. TERMINATION.

FCGI reserves the right, in its sole discretion, to terminate the Initiative, in whole or in part, and/or modify, amend or suspend the Initiative, and/or the Rules in any way, at any time, for any reason without prior notice.

13. LAW.

These are the official Initiative Rules. The Initiative is subject to applicable Canadian federal, provincial and municipal laws and regulations. The Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over FCGI. All issues and questions concerning the construction, validity, interpretation and enforceability of the Rules or the rights and obligations as between the Photographer and FCGI in connection with the Initiative shall be governed by and construed in accordance with the laws of the province of Alberta, including procedural provisions, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.

14. LANGUAGE DISCREPANCY.

In the event of any discrepancy or inconsistency between the terms and conditions of the Rules and disclosures or other statements contained in any Initiative-related materials, including but not limited to the Initiative Photographer Submission Guidelines, or point of sale, television, print or online advertising, the terms and conditions of the Rules shall prevail, govern and control. Further, In the event of any discrepancy or inconsistency between the terms and conditions of the English and French (if any) versions of the Rules and disclosures or other statements contained in any Initiative-related materials, including but not limited to the Initiative Photographer Submission Guidelines, or point of sale, television, print or online advertising, the terms and conditions of the English version shall prevail, govern and control. The Photographer Submission Guidelines are governed by and subject to the Rules.