

## COMMUNITY ACCESS AGREEMENT

### FOR SHOW PROPOSAL, EVENT COVERAGE OR VIDEO SUBMISSION

**PLEASE READ THE TERMS OF AGREEMENT BELOW, AND THE COMMUNITY GUIDELINES, BEFORE SUBMITTING YOUR PROPOSAL. BY SUBMITTING YOUR PROPOSAL, AND ACCEPTING THESE TERMS, YOU WILL BE BOUND BY THE TERMS OF THIS AGREEMENT.**

Rogers tv is a free service provided by Rogers Communications Canada Inc. ("Rogers"). Rogers tv generally does not purchase television programming. There is no charge to you or your group for Rogers tv to provide production support for your show, or to broadcast your show, or to televise your event. Sponsorship revenues may be used to offset the cost of producing and televising your proposal or event.

### Program Proposal, Event Coverage and Video Submission Terms

By submitting your request for event coverage, video submission or your show proposal (the "Proposal"), you acknowledge, understand, and agree to the following:

1. Rogers tv is not obligated to use your Proposal in any manner, nor does Rogers tv have an obligation to contact you with regards to the Proposal. Rogers tv may decline the Proposal for any reason.
2. Rogers tv receives numerous submissions of ideas, stories and other materials from other sources and Rogers tv creates and/or commissions others to create such materials on Rogers tv's behalf (collectively, the "Rogers tv Materials"). The subject matter and substance and/or other elements contained in the Rogers tv Materials may be similar to those contained in the Proposal. You understand, acknowledge and agree that Rogers tv is accepting the Proposal at your request, which request was and is deemed to have been made by you knowing that there are or may be Rogers tv Materials which may be similar in subject matter, substance and/or other elements, to those found in the Proposal. You further understand, acknowledge and agree that Rogers tv may also in the future develop Rogers tv Materials which may be similar in subject matter, substance and/or other elements, to those found in the Proposal. As such, you have no claims or rights, including any moral rights, to any Rogers tv Materials.
3. If Rogers tv accepts your Proposal and televises your event or program (collectively, the "Program") (i) the Program, and all hosts and guests, must comply with Rogers tv's Programming Policy, a copy of which will be provided to you at that time; (ii) the Program, and its host and guests, must comply with the Broadcasting Act and its regulations and industry codes, details of which will be provided to you at the time; (iii) if you are granted access to use Rogers tv's facilities and equipment to produce your Program, you must follow all health and safety protocols, as communicated to you and Rogers Community Guidelines; and (iv) you must disclose any personal interest, including any relationship, with sponsors, which may arise at any time.
4. All Program hosts are subject to the following additional terms:
  - Hosts must conduct themselves in a neutral and balanced manner when conducting

interviews.

- Hosts must conduct themselves in a professional manner in general, so that their credibility and objectivity as a host of a Rogers tv program are not called into question.
  - Hosts must not act as a spokesperson for Rogers tv or to represent Rogers tv in any way, without Rogers tv's express prior approval.
5. You acknowledge that Rogers is under no obligation to pay you for your Proposal, your Program, and your involvement in the Program is voluntary, with no expectation of compensation.
  6. Nothing contained in this agreement grants anyone the right to use Rogers tv branding in any media, including in social accounts. The use of Rogers tv branding in any of your personal or commercial social media accounts, including social media hashtags, such as #RTVHost and #RTVstation is subject to prior approval by Rogers. You must stop using Rogers tv branding when your involvement with Rogers tv ends.
  7. If you receive a media enquiry about Rogers tv, you must refer the enquiry to Rogers tv's station management. While you are free to speak to the media about your Program, you acknowledge that you are not authorized to speak on behalf of Rogers or Rogers tv.
  8. You acknowledge that there is no relationship of any type created, including without limitation any agency, or fiduciary relationship, as between you and Rogers tv, by submitting a Proposal.
  9. You release and forever discharge Rogers, and its respective parent, subsidiary, affiliated and associated companies, and their directors, officers, employees, agents, representatives, independent and dependent contractors, licensees, successors and assigns of and from any and all actions, causes of action, suits, proceedings, liability, debts, judgments, claims and demands which you may have arising out of Rogers tv's use or rejection of the Proposal and the Program.
  10. You represent and warrant that:
    - a) the Proposal and the Program, and each and every one of its component elements, is your own work and is wholly original with you and not copied in whole or part from any other work;
    - b) you have the full right to grant the permissions given hereunder to Rogers tv, and that no further permissions are required from, nor payments required to be made to any third party in connection with the use by Rogers tv of the Proposal and the Program; and
    - c) the Proposal and the Program does not defame anyone and does not infringe on anyone's rights including intellectual property, publicity, privacy or any other rights, or violate any law, regulation or order.
  11. You agree to indemnify Rogers and repay expenses it incurs if you breach of your representations and warranties above (such as a claim against Rogers for rights you fail to clear in your Program).

12. If your Program is a video submission or an access production, you will own the Program and grant Rogers a royalty-free, licence to exhibit the Program in any media worldwide, until the licence ends pursuant to Section 13. If you are unable to grant worldwide all media rights to your Program, you must inform your Rogers tv contact, in writing, prior to broadcast that the Program (or a particular episode) is not cleared for online use.
13. If you no longer want Rogers to exhibit the Program, you must notify Rogers in writing. Rogers may cancel your Program at any time. Rogers may also reschedule your Program, or modify the available resources for your Program, at any time.
14. You acknowledge having obtained independent legal advice in connection with this agreement, failing which, you will be deemed to have voluntarily waived the right to seek such independent legal advice.
15. Except to the extent that they conflict with these terms, the general terms and conditions for use of the Rogers tv website (the “General Terms”) are also applicable to your submission of the Proposal and the General Terms are incorporated into this agreement. If those General Terms conflict with the terms of this agreement, these terms will govern.
16. This agreement will be governed by the laws of the Province of Ontario and the laws of Canada applicable in such Province.
17. By submitting the Proposal and clicking “I Agree”, you acknowledge that you have read, understood and agreed to all of its terms.
18. This agreement was drawn up in English at the express request of the Parties. / La présente entente a été préparée en anglais à la demande expresse des parties.

**I AGREE**

**I DO NOT AGREE**