

Terms and Conditions for The Challenges

These terms and conditions (the “Terms and Conditions”) provide participants with information on the Damon Allen High School Quarterback Challenge (“The QB Challenge”), the Cheerleading and Dance Squads Challenge (“The Cheerleading Challenge”) and the School Band Challenge (“The Band Challenge” and collectively, “The Challenges”). The purpose of The Challenges website is to notify, engage and register stakeholders for The Challenges. By registering for The Challenges, participants accept the below Terms and Conditions. An agreement between the parties is made upon the participant (or in the case of those under the age of 18, a parent and/or legal guardian) signing a Consent Form and registering for The Challenges and agreeing to be bound by the Terms and Conditions.

The Challenges website and competitions are managed by Compass Creative Media Inc. (“Compass”).

1. Eligibility to compete

The Challenges are skills competitions for Ontario youth and will take place on Friday, May 27, 2011 at York University. To participate in The Challenges, participants must be a registered full-time student attending an Ontario Secondary School.

Participants under the age of 18 on the day of The Challenges will require a signed Parental/Guardian Consent Form to participate in The Challenges. Participants over the age of 18 on the day of The Challenges will be required to sign a Participant Consent Form. The applicable consent form must be submitted by mail or electronically on or before **Sunday May 15th, 2011**.

By participating in The Challenges, participants agree to abide by the Terms and Conditions of The Challenges as outlined on The Challenges website, as well as all decisions of Compass and the judges. All decisions made by Compass and the judges with respect to any aspect of The Challenges are final, including (without limitation) the selection of prize winners.

2. The Challenges

1. The QB Challenge: The QB Challenge is a quarterback skills competition for Ontario youth. Quarterbacks will participate in four challenges and be awarded points on their performance. The qualifying round will have all quarterbacks compete in an Accuracy Challenge, a Footwork Challenge, a Longest Pass Challenge and a Pass on the Run Challenge. The top 8 scorers will move on to the final round to compete again in all four skills challenges, being an Accuracy Challenge, a Footwork Challenge, a Longest Pass Challenge and a Pass on the Run Challenge. Scores from the qualifying round and the final round will not be cumulative. Should a tie exist among the top 8 scorers, all participants among the top 8 scorers with the same score will be named to the final round. Should a tie exist among the top 3 scorers after the final round, the quarterback participant’s time recorded in the Footwork Challenge, including time credits awarded for accuracy as detailed in the scoring chart for the Footwork Challenge, will determine the order of the overall winners. Visit www.damonallen.ca for challenge illustrations and scoring information. The QB Challenge will be limited to the first 200 paid registrations received by Compass.

2. The Cheerleading Challenge: The Cheerleading Challenge will be held on the day of The QB Challenge. Teams will perform on the football field in front of a spectator crowd. The winner will be chosen by a celebrity panel of judges, to be named at a later date. For performance criteria and top prize details visit www.damonallen.ca. The Cheerleading Challenge will be limited to the first 10 paid registrations received by Compass.

3. The Band Challenge: High school bands will perform on the day of the QB Challenge. Teams will perform on the football field in front of a spectator crowd. The winner will be chosen by a celebrity panel of judges, to be named at a later date. For performance criteria and top prize details visit www.damonallen.ca. The Band Challenge will be limited to the first 10 paid registrations received by Compass.

The judges for all of The Challenges will make every effort to ensure that points are awarded fairly, with no partiality to any registered contestant's age, school, gender, ethnicity, religion or any other factors.

3. The QB Challenge Scholarship Prizes

There will be three prizes awarded to the top three scoring quarterbacks in the final round of The QB Challenge, consisting of various sizes of tuition scholarships. The tuition scholarships will be limited to a member university with the Ontario University Athletics ("OUA Member University"). Please visit www.OUA.ca for a complete list of all OUA Member Universities.

First Place: The top scoring quarterback in the final round of The QB Challenge will receive a four (4) year tuition scholarship (up to a maximum value of \$5,000 per year).

Second Place: The second top scoring quarterback in the final round of The QB Challenge will receive a tuition scholarship prize in the amount of \$5,000.

Third Place: The third top scoring quarterback in the final round of The QB Challenge will receive a tuition scholarship prize in the amount of \$2,500.

All tuition scholarships will be payable to the particular OUA Member University the winner attends.

If the first place tuition scholarship recipient will not be attending an OUA Member University upon graduating from an Ontario Secondary School, a cash prize of \$3,500 will be provided to the winner, and a cash prize of \$1,500 will be provided to the athletics department of the Ontario Secondary School from which the first place winner graduated.

If the second place tuition scholarship recipient will not be attending an OUA Member University upon graduating from an Ontario Secondary School, a cash prize of \$2,500 will be provided to the winner, and a cash prize of \$1,500 will be provided to the athletics department of the Ontario Secondary School from which the second place winner graduated.

If the third place tuition scholarship recipient will not be attending an OUA Member University upon graduating from an Ontario Secondary School, a cash prize of \$1,500 will be provided to the winner, and a cash prize of \$1,000 will be provided to the athletics department of the Ontario Secondary School from which the third place winner graduated.

In the event that any tuition scholarship recipient will not be attending an OUA Member University in the 2011-2012 academic year but will be attending an OUA Member University upon graduating from an Ontario Secondary School, the tuition scholarship value will be held in trust by Compass' lawyers, in a Guaranteed Investment Certificate, if available, at current interest rates, until the recipient is accepted to an OUA Member University.

The QB Challenge does not guarantee tuition scholarship recipients with acceptance to an OUA Member University or an OUA athletic team.

4. Payments and Refund Policy

Each participant who registers for the QB Challenge will be required to pay a \$99.00 registration fee per person, online via Paypal or via cheque.

Each Cheerleading team who registers for the Cheerleading Challenge will be required to pay a \$99.00 registration fee per team, online via Paypal or via cheque.

Each Band who registers for the Band Challenge will be required to pay a \$99.00 registration fee per band, online via Paypal or via cheque.

All payments made through The Challenges website are processed by Compass. Refunds may and will be issued in the event that The Challenges are cancelled in their entirety for the 2011 year. In the event of any other refund request, users may contact site administration and file their request. However, no refund guarantee is provided.

5. Name and Image of Participants

By registering and participating in The Challenges, each participant consents to the use of his/her name, image, photograph, voice statement(s), city of residence and school name without further compensation, for any and all publicity purposes, commercial or otherwise, in all media used by us and each of our respective subsidiaries, affiliates, directors, officers, governors, agents and their advertising and promotional agencies.

6. General

Compass, and any related, associated or connected company, its partners, sponsors, affiliates and their respective advertising and promotional agencies each assume no responsibility for situations such as but not limited to lost, stolen, delayed, damaged, falsified, incomplete or misdirected participant registrations, or for any failure of The Challenges website during the registration period, for any problems or technical malfunction of any telephone network or lines, computer online systems, services, access providers,

computer equipment, software, failure of any e-mail or registration to be received by Compass on account of technical problems or traffic congestion on the Internet or The Challenges website or any combination thereof including injury or damage to any participant's, or any other person's computer, related to or resulting from registering or downloading any material for The Challenges. Proof of transmission (screenshots, etc.) does not constitute proof of delivery.

Compass reserves the right, at its sole discretion, to disqualify any registrant from The Challenges in the event it is determined that he/she has registered in a fashion not permitted by the Terms and Conditions, whose conduct or actions affect the administration, integrity, security, fairness or proper conduct of The Challenges or who violates these Terms and Conditions.

Compass may terminate, modify, suspend or withdraw from The Challenges (and/or any aspect thereof, including methods for selection of the prize winners), in whole or in part, at any time without notice for any reason, without liability, at their sole discretion.

Compass reserves the right, at its sole discretion, to modify, alter or otherwise update these Terms and Conditions and to impose additional terms at any time. Changes will be posted on The Challenges website and are effective immediately. You agree to be bound by such modifications, alterations or updates as a condition of accessing, linking to and using The Challenges website. If you come back to The Challenges website from time to time, please review these Terms and Conditions for any changes. Please ensure that notwithstanding your initial registration, you continuously review The Challenges website for changes in these Terms and Conditions, as they will be binding on you.

Compass will not assume any responsibility of any nature whatsoever in all cases where their inability to hold The Challenges or to remit the prizes to the winners results from a cause beyond its control, including Acts of God, weather conditions, strike, lock-out or other labour dispute, unauthorized interventions or any other reason which in the sole determination of Compass affects the administration, security, fairness or proper conduct of The Challenges.

If you have any questions regarding the Terms and Conditions, The Challenges website generally, or The Challenges please contact Compass at: info@damonallen.ca or at 1-888-920-7277.