



PROGRAM GUIDELINES

OVERVIEW

Investing in HOPE was created to support the communities where CREB® members live and work. To celebrate 30 years of legacy giving, CREB® Charitable Foundation will grant \$300,000 in total to three (3) Calgary and area charities, demonstrating the care and support CREB® REALTORS® have for their community.

Nominated organizations can choose to participate in the 30th Anniversary Edition funding by completing a funding application for programs or projects for citizens within CREB®'s service area that:

- Support affordable housing or shelter-related initiatives; or
- Initiatives which enhance or provide sustainability for the community.

Three organizations will be chosen to participate by a selection committee. The selection committee will score each application on criteria specified on the application completed by the nominee to determine the top three nominated organizations to participate on the [Investing in HOPE website](#).

Finalists who receive an Investing in HOPE grant are determined by CREB® members and staff who vote for their favourite charity through an exclusive online nomination and voting program. Grant amounts will be determined by the number of votes each receives. The highest number of votes will receive the greatest amount and so forth. The grant rankings are as follows:

1. \$125,000
2. \$100,000
3. \$75,000

ELIGIBILITY

Nominators: Only CREB® members in good standing and CREB® staff in good standing (“nominators”) are eligible to nominate an organization (“participant”) to participate in the Grant Program.

Participants: Registered charities or non-profit organizations whose programs or initiatives benefit communities where CREB® members and staff live and work.

Voters: Only current CREB® members and staff in good standing are eligible to vote.



TIMING FOR NOMINATING AND VOTING

The program will consist of three (3) segments:

- The nomination period will begin at noon MDT on Friday, June 9 and end at noon MDT on Friday, June 30.
- The committee selection period will begin Tuesday, July 4. The (3) three finalists will be notified at 11 a.m. MDT on Tuesday, Aug. 1.
- The voting period will begin at noon MDT on Friday, August 11 and end at noon MDT on Friday, Sept. 1.

NOMINATING AN ORGANIZATION

Only CREB® members and staff currently in good standing with CREB® who are registered on the [Investing in HOPE website](#) may nominate an organization for inclusion. Members and staff may only nominate one organization and an organization may only be nominated once.

WHEN A NOMINATION IS MADE

After the nomination is submitted, the following steps will be taken:

1. The nominator will receive an email advising that the nomination submission was successfully sent.
2. CREB® Charitable Foundation will be notified of the nomination.
3. The nominated organization will receive an email advising they have been nominated to take part in the program by the nominator, mentioned by name (no anonymous nominators will be permitted). The formal 30th Anniversary Edition program guidelines and application form will be attached to this email for completion. **The nominated participant is required to complete the application and provide all required documentation within three (3) business days.**
4. Upon receiving a fully completed application, including attachments, CREB® Charitable Foundation will confirm the nominated organization's eligibility through the Canada Revenue Agency website.
5. Nominators will be advised as to the status of their nomination after the verification process. Nominees will also be advised as to their application status.
6. All eligible applications will be reviewed by a selection committee. Three (3) nominated organizations will be chosen to participate on the [Investing in HOPE website](#). Nominators and nominees will be advised of the final selection.
7. Finalists will be provided:
 - a. A link and content guidelines to create their online profile page ("Profile") on the [Investing in HOPE website](#); and
 - b. A 2,000 character maximum (including spaces) project description with up to five photographs (with captions provided as the titles of the photos), which must be submitted by Tuesday, Aug. 8 at noon.



VOTING

Voting is restricted to CREB® members and staff in good standing during the voting period. The recipients of the Investing in HOPE grants are determined by CREB® members and staff, who vote for their favourite charity through an exclusive online nomination and voting program.

If there is a tie among the participants after the voting period has ended, CREB® Charitable Foundation (and/or its designated agent), in its sole and absolute discretion, will review the tied profiles and will break the tie based on the profile that first received the highest number of votes during the voting period.

CREB® Charitable Foundation also reserves the right to cancel any funding agreement and to take any further action it desires if it determines, in its sole discretion that the grant recipient engaged or participated in any fraudulent activity at any time during the Investing in HOPE 30th Anniversary Edition program period or during the subsequent funding agreement period.

CREB® Charitable Foundation's decisions, in its sole and absolute discretion, are final and binding in all matters relating to the grant program. No substitution of a grant is offered, except at the sole and absolute discretion of CREB® Charitable Foundation. The grants are non-transferable.

ADDITIONAL APPLICATION REQUIREMENTS

CREB® Charitable Foundation may, in its sole and absolute discretion, reject, refuse, remove, delete and/or disqualify or disallow any participant which, in its sole and absolute discretion, is deemed inappropriate or otherwise non-compliant with these program guidelines.

CREB® Charitable Foundation reserves the right to waive the requirements set forth herein in its reasonable discretion:

- CREB® Charitable Foundation is not responsible or liable for any disputes between nominators and participants arising under or related to the program;
- A project developed utilizing grant funds cannot communicate messages or images inconsistent with the positive images and/or goodwill with which the CREB® Charitable Foundation wishes to associate;
- If the CREB® Charitable Foundation, at any time during the grant program period, receives a complaint (including but not limited to a cease and desist letter, general letter of complaint, etc.) alleging intellectual property infringement in a profile, the CREB® Charitable Foundation, in its sole and absolute discretion, reserves the right to remove such profile from the website and disqualify the nomination without prior notice to nominators and participants; and
- All finalists will be required to complete a funding agreement (“funding agreement”) to receive grant funds.



GRANT PRESENTATIONS

Finalists and nominators will be invited as honored guests to the Investing in HOPE 30th Anniversary Edition celebration on Tues. Sept. 26 at 5 p.m. at CREB® where voting results will be announced.

GRANT AGREEMENT

The funding agreement will be as determined by CREB® Charitable Foundation and grant administration agent, in their sole and absolute discretion, and will require that participants certify that implementing the project as outlined in their profile will be in compliance with all laws, rules, regulations, statutes, executive orders, and regulations of the province of Alberta.

The grant administration agent, in its sole and absolute discretion, may request additional information other than as provided above in accordance with its standard practices and policies, and will make decisions on how and when the grant (or any portion thereof) is to be released to the finalists and which milestones need to be met before further portions of the grant will be released to the finalist.

Applicants acknowledge that CREB® Charitable Foundation or its grant administration agent may use commercially available tools and databases to conduct background checks and validate participants' ability to implement the idea described in their application.

A person with signatory authority for participant will complete, sign and return within ten (10) days a funding agreement which will be issued by the CREB® Charitable Foundation and which contains the terms and conditions for the awarding of the Grant as set forth in more detail in this Section. The funding agreement will be sent by e-mail to the e-mail address provided when the nomination was submitted.

If the funding agreement and any required documents are not returned within the required ten (10) days, or if email is returned to the CREB® Charitable Foundation as undeliverable, the grant may be forfeited by the CREB® Charitable Foundation's sole and absolute discretion, and neither CREB® Charitable Foundation nor the grant administration agent will have any further responsibility to the Finalist in connection with this program.

If the CREB® Charitable Foundation determines, in its sole and absolute discretion, that the finalist has misused the grant or engaged in or supported any fraudulent or unsportsmanlike activity at any time during the grant program period or during the subsequent grant agreement period, CREB® Charitable Foundation reserves the right to cancel the funding agreement and to take any such further action it desires, including demanding the return of any grant funds distributed.



LIMITATIONS ON LIABILITIES

By submitting an application, the participant agrees that:

- a. Any and all disputes, claims and causes of action arising out of or connected with their Profile, the program and / or any grant will be resolved individually, without resort to any form of class action;
- b. Any and all claims, judgments and awards will be limited to actual third-party, out-of-pocket costs incurred, but in no event will attorneys' fees be awarded or recoverable;
- c. Under no circumstances will the participant be permitted to obtain any award for, and the participant knowingly and expressly waives all rights to seek, punitive, incidental, consequential or special damages, lost profits and/or any other damages;
- d. The participant irrevocably waives any right to seek injunctive or equitable relief; and
- e. The participant releases and holds harmless CREB® Charitable Foundation and the grant administration agent from any and all claims that any commercial, advertising, presentation, web content or any other material subsequently produced, presented, and/or prepared by or on behalf of CREB® Charitable Foundation infringes on the rights of the participant as contained in any profile or otherwise.

GENERAL CONDITIONS

All nominators must nominate on the [Investing in HOPE website](#). The name of the person submitting the nomination must be the name of the person who registered/nominated on the website with such email address and the authorized account holder of such email address, otherwise, entry may be deemed void.

In the event of dispute over the identity of a nominator, the nominator may be required to provide identification sufficient to show that he/she is the authorized account holder of such account.

Following the Investing in HOPE 30th Anniversary Edition celebration, where the grants (\$125,000, \$100,000 and \$75,000) are announced, finalists will be sent a funding agreement by e-mail to the contact information provided on the application. They will then be required to complete, sign and return the funding agreement within ten (10) days of its receipt or the grant will be forfeited. If the Funding Agreement or any mail is returned as undeliverable without a forwarding address, then the finalist may forfeit their grant.



If for any reason the program is not capable of being administered as planned, including without limitation, lack of sufficient number of participants and/or participants to support the continuing of the program, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the program, or for any reason CREB® Charitable Foundation deems, in its sole and absolute discretion, that the program is not meeting the expected goals, the CREB® Charitable Foundation reserves the right, in its sole and absolute discretion to cancel, modify or terminate the program. Further, the CREB® Charitable Foundation reserves the right, at its sole and absolute discretion, to disqualify any nominator, any or all of his/her nomination(s) and/or votes deemed to be:

- a) Tampering or attempting to tamper with the entry process, the voting process, the operation of the program or the CREB® Charitable Foundation website;
- b) Violating the program guidelines;
- c) Violating the terms of service, conditions of use and/or general rules or guidelines of any property or service; or
- d) Acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person, or with the intent to go against or disrupt the integrity or spirit of the program.

MISCELLANEOUS

These program guidelines and their performance will be binding on all nominators, participants, finalists, and their heirs, administrators, executor, successors and assigns. The construction, validity, interpretation and enforceability of the program guidelines and this program will be governed by and construed in accordance with the laws of the Province of Alberta without giving effect to any choice of law or conflict of law rules.

By submitting a profile, participants consent to the jurisdiction and venue of the federal, provincial, and local courts located in Calgary, Alberta. Notwithstanding the foregoing, participants acknowledge that the CREB® Charitable Foundation may nonetheless:

- (a) Obtain injunctive or other equitable relief from a court to enforce the provisions of these program Guidelines; and/or
- (b) Bring an action in court to protect or interpret any of the CREB® Charitable Foundation's purported intellectual property rights.

The CREB® Charitable Foundation, designated agents and their respective parents, successors and assigns, will have the unlimited right to assign these program guidelines and the rights granted at any time, in whole or in part, to any party. Participants and finalists will execute any documents (after being afforded a reasonable opportunity to review and/or confirm the same) and do any other acts as may be reasonably required by the CREB® Charitable Foundation to further evidence or effectuate the CREB® Charitable Foundation's rights as set forth in these program guidelines.