

Mary Penny
Director, Information Management
Bus: 902-424-6164
Fax: 902-424-0964

April 23, 2015

Mr. Kevin Lacey
1533 Barrington Street, Suite 300
Halifax, NS
B3J 2V9

Dear Mr. Lacey,

Re: *Freedom of Information and Protection of Privacy (FOIPOP) Act Application*
File No. NSB-15-1 / NSBI – RBC Canada Cup / Nova Scotia Open Agreement
File No. NSB-15-2 / Government NS – RBC Canada Cup / Nova Scotia Open Agreement

FOIPOP Application NSB-15-1 and NSB-15-2:

Your applications requests access to the following records:

- NSB-015-1: [A copy of] ... *"the agreement between NSBI and the RBC Canada Cup / Nova Scotia Open for 2014 and 2015."*
- NSB-15-2: [A copy of] ... *"the agreement between Government of Nova Scotia and the RBC Canada Cup / Nova Scotia Open for 2014 and 2015."*

As stated in my notice letter of April 8, 2015, NSBI has processed the two applications concurrently having determined they requested access to the same record.

Notice of Access Decision (s. 7(2) and 23(2) FOIPOP Act):

NSBI has completed its consultations with affected third parties and after reviewing the record in accordance with the Act determined that exemptions to disclosure do not apply and that you are entitled to access the record in full.

Release of Record:

Please find enclosed a copy of the requested record.

Status of Application:

With issuance of the access decision and disclosure of the requested record your application is complete and the file closed. Thank you.

Right to Request Review:

You have the right to ask the FOIPOP Review Officer to review the above decisions. To do so, within 60 days of this notice (i.e. on or before **June 22, 2015**), complete Form 7 (copy enclosed; also available on-line at:

(http://www.gov.ns.ca/just/IAP/forms/FOIPOP_Form_7.pdf) and send to: FOIPOP Review Officer, PO Box 181, Halifax, NS, B3J 2M4. For more information you can contact the FOIPOP Review Office at: Telephone: 902-424-4684, Toll Free Telephone: 1-866-243-1564, TDD/TTY number: 1-800-855-0511, Fax: 1-902-424-8303.

If you have any questions about this letter please contact me at the address or telephone number above or by e-mail at mpenny@nsbi.ca.

Sincerely,

A handwritten signature in black ink, appearing to read 'MPenny', with a large, sweeping flourish extending to the right.

Mary Penny
Director, Information Management

Enclosure: 2 (Record; Form 7)

June 3, 2014

Mr. Patrick Sullivan
CEO
Nova Scotia Tourism Agency
8 Water Street
Windsor, NS
B0N 2T0

Mr. Ron Smith
Interim President and CEO
Nova Scotia Business Incorporated
World Trade & Convention Centre
1800 Argyle Street, Suite 701
Halifax, NS
B3J 3N8

Dear Sirs:

The purpose of this letter agreement (this "Agreement") is to set forth the terms agreed to between the two lead agencies, Nova Scotia Business Incorporated ("NSBI") and Nova Scotia Tourism Agency ("NSTA") [Jointly referred to as "NOVA SCOTIA"] and SportBox Inc. ("SPORTBOX") with regards to NOVA SCOTIA becoming the exclusive provincial destination partner of GOLFest Nova Scotia (the "Event"). The Event is to be held in Halifax Regional Municipality, Nova Scotia, Canada.

The Event includes the Junior Canada Cup, Canada Cup and Nova Scotia Open.

1. Term.

The term of this Agreement shall be for two (2) years, commencing on January 1, 2014 and concluding on December 31, 2015, with an option to extend this agreement for a third year.

A "benefits adjustment" window between both parties shall commence on September 1, 2014 and conclude on October 31, 2014. The purpose of the "benefits adjustment" window will be to adjust the benefits received by NOVA SCOTIA for the second year of the term. For the purposes of clarity, the intent of such negotiation will solely be to adjust the benefits received by NOVA SCOTIA based on key learnings from year one, and any such adjustment will be for no more than equivalent value of the current benefits provided except as the parties may otherwise agree in writing. In addition,

NOVA SCOTIA acknowledges that adjustments to benefits will only be applicable if such benefits are reasonably available, are reasonably aligned with and part of the partnership tier/level for NOVA SCOTIA, and are subject to the approval of SPORTBOX. The negotiation window will have no effect on the total investment made by NOVA SCOTIA. Notwithstanding the foregoing, if NOVA SCOTIA does not provide written notification of the desire to enter into the "benefits adjustment" window on or before August 15, 2014, the terms and conditions in this agreement shall stand for 2015.

not
The parties hereby acknowledge and agree that NOVA SCOTIA shall have the option to extend this Agreement for additional year term(s), granting NOVA SCOTIA the right of first refusal for the 2016 Event. Extension discussions between NOVA SCOTIA and SPORTBOX shall commence on or before September 1, 2014 and shall be conducted in good faith, concluding on January 15, 2015. NOVA SCOTIA agrees to inform SPORTBOX no later than four o'clock (4:00) PM (EST) on January 15, 2015 as to their decision regarding right of first refusal. Should NOVA SCOTIA exercise the right of first refusal and decline to extend the Agreement for the 2016 Event, SPORTBOX will have the right to enter discussions with other host destinations regarding future events.

2. 2014 Event Schedule.

GOLFest Nova Scotia will take place during the Canada Day week. SPORTBOX has the right to change or adjust the Event schedule, and will inform NOVA SCOTIA promptly and on a timely basis of any schedule adjustments.

WEEK DAY	EVENT	DATE
Sunday	Junior Canada Cup Junior Canada Cup Junior-Am	June 29
Monday	RBC Canada Cup RBC Canada Cup Pro-Am	June 30
Tuesday	Nova Scotia Open Practice Round Day	July 1
Wednesday	Nova Scotia Open Pro-Am	July 2
Thursday	First Round of Nova Scotia Open Web.com Small Business Summit	July 3

Friday Second Round of Nova Scotia Open July 4

Saturday Third Round of Nova Scotia Open July 5

Sunday Fourth Round of Nova Scotia Open
Trophy Presentation on 18th Green July 6

3. Grant of Sponsorship Rights. SPORTBOX grants to NOVA SCOTIA the rights and benefits set forth in Paragraph below. All rights not herein specifically granted to NOVA SCOTIA shall remain the property of SPORTBOX and the Event to be used in any manner SPORTBOX/Event deems appropriate. NOVA SCOTIA understands that SPORTBOX and the Event reserve the right to authorize others to use of Event image, likeness and benefits.

4. Agreements of SPORTBOX. SPORTBOX agrees that NOVA SCOTIA shall have the following rights and benefits for the Event, subject to the provisions of this Agreement. NOVA SCOTIA reserves the rights herein to apportion rights and benefits between the two lead agencies, NSBI and NSTA:
 - (a) Designation as Host Region partner of the Event and the right to advertise as such.
 - (b) NOVA SCOTIA logo listed as Host Region partner where other Host Region partners are displayed.
 - (c) Right to use Event name, logo(s) and creative imagery, subject to the approval of SportBox in each case, which shall not be unreasonably withheld
 - (d) Right to activate charitable initiatives to drive additional fundraising around GOLFest above/beyond planned Event activities
 - (e) NSBI shall receive eight (8) and NSTA shall receive four (4) invitations to the Canada Cup Evening Reception
 - (f) NSTA shall receive one (1) team of four (4) in the Nova Scotia Open Pro-Am (4 playing spots total); NSBI shall receive six (6) playing spots in the Nova Scotia Open Pro-Am (i.e. one-and-a-half teams of four)
 - (g) NSBI shall receive six (6) and NSTA shall receive four (4) invitations to the Nova Scotia Open Pro-Am Pairings Party (Tuesday evening)

- (h) NSBI shall receive eighteen (18) and NSTA shall receive sixteen (16) invitations to the Nova Scotia Open Pro-Am Evening Reception (Wednesday evening)
- (i) One (1) 20x30 private hospitality tent and items incidental thereto on Event grounds holding up to fifty (50) people; food and beverage incremental. SPORTBOX to provide at no cost to NOVA SCOTIA, standard tables, chairs linens and bar; bar to be installed and supplied by GOLFest exclusive catering supplier RCR Hospitality Group in year one of this Agreement. All potential damage fees incurred during the Event's duration as a direct result of NOVA SCOTIA shall be borne by NOVA SCOTIA; SPORTBOX shall not be held responsible for any lost or stolen items in NOVA SCOTIA's hospitality tent.
- (j) SPORTBOX will utilize reasonable best efforts to locate the NOVA SCOTIA 20x30 private hospitality tent beside the Halifax Regional Municipality 20x30 private hospitality tent
- (k) NOVA SCOTIA will receive seventy five (75) daily hospitality passes to the Event (designated Monday to Sunday) allowing guest access to the NOVA SCOTIA hospitality tent and general admission areas. NOVA SCOTIA will receive seventy five (75) daily general admission passes to the Event for each day (Monday to Sunday).
- (l) One (1) team of four (4) in the pre- Event Media Day 18-hole event; NSBI and NSTA to share spots evenly; SPORTBOX hereby reserves the right to forego the Media Day 18-hole event in its entirety for each year during the length of the Agreement. The parties acknowledge that it will not be considered to be a breach of this agreement in the event that the Media Day is not held in any given year and this benefit is not delivered to NOVA SCOTIA.
- (m) NSBI will receive the opportunity to provide a one (1) page insert in GOLFest media kits
- (n) Two (2) 10x10 booths in the spectator village at the host course during the event week; NOVA SCOTIA is responsible for all costs associated with activating the on-site presence, including any costs associated with combining the space to create a 20x20 installation, with the exception of SportBox will cover cost of two (2) 10x10 tents
- (o) NOVA SCOTIA to be recognized as a Host Region partner in the Event boiler plate write up included in each press release
- (p) Two (2) Sponsor Ads in Event souvenir program; subject to SPORTBOX approval which shall not be unreasonably withheld

- (q) Logo placement in thank you section of Event souvenir program
- (r) Letter from Nova Scotia Premier or Minister of Economic and Rural Development and Tourism in Event souvenir program
- (s) SPORTBOX to work with NOVA SCOTIA to secure a minimum of one (1) to a maximum of two (2) speaking opportunities for the Nova Scotia Premier or Minister throughout the Event
- (t) NSBI to receive one (1) dedicated sponsor side panel for name or logo recognition on an electronic scoreboard; subject to PGA TOUR approval
- (u) NSBI to receive one (1) tee back sign for name *or* logo recognition; subject to PGA TOUR approval
- (v) Sixteen (16) :30 second ad units on the Golf Channel, to be aired during Golf Channel's coverage of the Nova Scotia Open or Run of Schedule in other Golf Channel programming during the Event week; NSBI and NSTA to share ad units equally except as NSBI and NSTA otherwise agree
- (w) NSTA to receive one (1) dedicated sponsor side panel for name or logo recognition on an Electronic Scoreboard; subject to PGA TOUR approval
- (x) NSTA to receive one (1) dedicated sponsor tee back drop sign; subject to PGA TOUR approval
- (y) Custom page within the Event website available to NOVA SCOTIA to provide content tied to the Host Region; SPORTBOX and NOVA SCOTIA to work together in good faith to ensure all content is aligned with the intentions and communication of the Event;
- (z) NOVA SCOTIA logo placement as Host Region partner in partner section of Event website; Tier II logo placement for NOVA SCOTIA in standard footer section on Event website
- (aa) Tier II logo placement for NOVA SCOTIA in sponsor boiler plate footer section on Event letterhead
- (bb) Tier II logo placement for NOVA SCOTIA in sponsor boiler plate footer section on Event posters

- (cc) One (1) NSBI and one (1) NSTA (2 total) dedicated sponsor feature or story in a Non-Ticket Holder Promotional E-Blast;
- (dd) One (1) NSBI and one (1) NSTA (2 total) dedicated sponsor feature or story in a Ticket Holder Promotional E-Blast;
- (ee) One (1) NSBI and one (1) NSTA (2 total) dedicated sponsor feature or story in an E-Blast to opted-in database;
- (ff) NSBI and NSTA to each receive one (1) sponsor-specific post per month for five (5) months on Event Facebook and Twitter platforms; all posts to be tied in to NOVA SCOTIA's support of the Event, and are subject to SPORTBOX approval.
- (gg) NOVA SCOTIA included in briefing notes provided to all Canada Cup participants, encouraging participants to share NOVA SCOTIA and Event experience on personal social media channels; The parties acknowledge that SPORTBOX cannot mandate or guarantee player social media mentions, only encourage players to do so in authentic, natural way via the briefing notes
- (hh) One (1) digital copy of the official Event photographs rights free, provided that such rights are owned by the Event or by SPORTBOX
- (ii) Event wrap report with overall highlights, coverage and impact; NOVA SCOTIA specific section of EVENT wrap report based on NOVA SCOTIA assets and objectives;
- (jj) Four (4) NOVA SCOTIA specific questions acceptable to the NSTA and NSBI in the Event spectator research survey
- (kk) SPORTBOX to work with PGA TOUR and will use reasonable best efforts to secure a Web.com Tour player to make an appearance in the NOVA SCOTIA hospitality area during the Nova Scotia Open
- (ll) NOVA SCOTIA to receive twenty (20) signed souvenir items
- (mm) Should the Event be attended by any VIPs, a full and complete list will be provided to NOVA SCOTIA by SPORTBOX. Additionally, reasonable best effort will be made to secure an appearance by attending VIPs in the NOVA SCOTIA hospitality area.

(nn) SPORTBOX will facilitate communications between NOVA SCOTIA and Web.com Tour, to assist in the creation of a "Why Nova Scotia" video testimonial piece.

(oo) SPORTBOX will grant media access for the Event to a minimum of one (1) and a maximum of two (2) social media reporters from NOVA SCOTIA.

5. Advertising Approvals.

(a) NOVA SCOTIA agrees that all uses of the advertising, sponsorship and promotional rights herein granted are subject to the prior written approval of SPORTBOX in each case. SPORTBOX agrees that any material submitted hereunder will not be unreasonably disapproved and, if it is disapproved, that NOVA SCOTIA will be advised of the specific grounds of the disapproval in which event NOVA SCOTIA shall have sixty (60) days to submit new material or cure the deficiency in the material previously submitted. NOVA SCOTIA agrees to protect, indemnify and save harmless SPORTBOX from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever provided they are reasonable and arising out of, or in any way connected with, any advertising material furnished by or on behalf of NOVA SCOTIA. In no event will NOVA SCOTIA be liable for consequential, punitive, indirect, reliance or incidental damages, whether or not NOVA SCOTIA has been advised of the possibility of such damages.

(b) NOVA SCOTIA agrees to use the official name and logo of the Event as designated by SPORTBOX.

6. Agreement of NOVA SCOTIA. NOVA SCOTIA agrees to provide the following to SPORTBOX:

- a. Where permitted by law, NOVA SCOTIA will use their contacts to assist SPORTBOX with EVENT promotion and ticket sales
- b. Event Listing on the NOVA SCOTIA website, in a manner provided and approved by both parties acting reasonably

7. Payment and Compensation

- a. In consideration of the duties performed by SPORTBOX pursuant to this agreement, NOVA SCOTIA shall pay SPORTBOX a rights fee in the following amounts:
 - i. Contract Year 1 (January 1, 2014 – December 31, 2014) TOTAL: \$300,000
 - ii. Contract Year 2 (January 1, 2015 – December 31, 2015) TOTAL: \$300,000
- b. NOVA SCOTIA shall provide full payment for both years in two (2) installments:
 - i. 50% within 10 business days of the execution of this agreement
 - ii. 50% prior to the event start date, but not later than June 29, 2014
- c. If SPORTBOX is unable to proceed with Contract Year 2 of the Event for any reason including, but not limited to, the inability of SPORTBOX to reach an agreement with Web.com Tour or to secure an appropriate location, SPORTBOX shall deliver written notice of cancellation of the Contract year 2, with full particulars, to NOVA SCOTIA within seven (7) days of the decision not to proceed with Contract Year 2 of the Event. In such event SPORTBOX shall pay to NOVA SCOTIA a full refund of \$300,000 without deduction or set off, being the rights fee for Contract Year 2, no later than sixty (60) days following the delivery of the aforementioned notice.

8. Notices and Payments.

- a. All notices and submissions shall be sent to SPORTBOX Inc. 1171 8th Street East Saskatoon, Saskatchewan S7H 0S3.
- b. All notices, submissions and correspondence to NOVA SCOTIA shall be sent to Nova Scotia Tourism Agency c/o Neal Alderson 8 Water Street, Windsor, B0N 2T0.

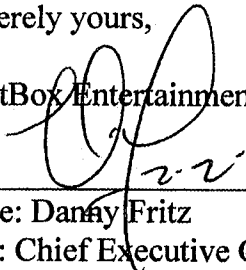
9. Force Majeure. If SPORTBOX is prevented from or interfered with in any manner whatever in fully performing its duties hereunder, by reason of any present or future law, regulation or order, act of God, earthquake, flood, fire, epidemic, accident, explosion, casualty, labor controversy (including but not limited to threatened or actual lockout, boycott or strike), riot, civil disturbance, war or armed conflict, delay of a common carrier, inability without fault on SPORTBOX's part to obtain sufficient goods or services required in the conduct of its business; or by reason of any other cause or causes of any similar nature (all of the foregoing being herein referred to as an "event of force majeure"), then SPORTBOX's obligations hereunder shall be suspended as long as any such event of force majeure occurs and, during such occurrences, SPORTBOX's nonperformance will not be deemed a breach of this Agreement.

10. Reservation of Rights. All rights regarding the Event not herein specifically granted to NOVA SCOTIA shall be and remain the property of SPORTBOX to be used in any manner that SPORTBOX deems appropriate.
11. Joint Venture. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between NOVA SCOTIA and SPORTBOX. Neither party shall have any right to obligate or bind the other party in any manner whatsoever.
12. Arbitration. In the event a dispute arises under this Agreement which cannot be resolved, such dispute shall be submitted to arbitration and resolved by a single arbitrator (who shall be a lawyer) in accordance with the Arbitration Act of the Province of Nova Scotia then in effect. All such arbitration shall take place in Halifax, NS. Each party is entitled to depose one (1) fact witness and any expert witness retained by the other party, and to conduct such other discovery as the arbitrator deems appropriate. The award or decision rendered by the arbitrator shall be final, binding and conclusive and judgment may be entered upon such award by any court.
13. Assignment. This Agreement is not assignable by either party hereto without the prior consent of the other party hereto, which consent shall not be unreasonably withheld.
14. Limited Liability. Notwithstanding anything to the contrary contained herein, in the event NOVA SCOTIA incurs any expenses, damages or other liabilities (including without limitation, attorneys' fees) in connection herewith, SPORTBOX's liability shall be limited to proven, direct, actual damages incurred by NOVA SCOTIA. SPORTBOX's maximum liability will not exceed the value of services, at NOVA SCOTIA's cost, actually provided to SPORTBOX. In no event will SPORTBOX be liable for consequential, punitive, indirect, reliance or incidental damages, whether or not SPORTBOX has been advised of the possibility of such damages.
15. Entire Agreement. This Agreement constitutes the entire agreement between us with respect to the subject matter of this Agreement and may not be changed or modified except by a writing signed by the party or parties to be charged thereby.
16. SPORTBOX hereby acknowledges and agrees that the NOVA SCOTIA's obligations hereunder whether accrued, due, or to become due, under this Agreement shall immediately cease in the event SPORTBOX becomes insolvent, makes an assignment under the Bankruptcy and Insolvency Act, makes a proposal to creditors (whether voluntary or involuntary) under the Bankruptcy and Insolvency Act, has a petition filed or presented against it pursuant to the Bankruptcy and Insolvency Act, takes or proposes to take the benefit of any provision of the Companies Winding Up Act or the Companies Creditors Arrangement Act, is subject to or takes steps similar to any of the foregoing pursuant to any other legislation, or ceases to carry on business.

17. This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein, and shall be treated in all respects as a Nova Scotia contract.
18. Except as provided herein no amendment, change waiver or variation to this agreement will be binding upon the parties unless it has first been agreed to in writing by the parties.
19. If the foregoing numbered paragraphs accurately set forth this Agreement, please sign the enclosed copies of this letter and return them to our attention.

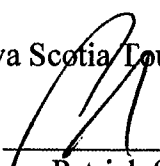
Sincerely yours,

SportBox Entertainment Group

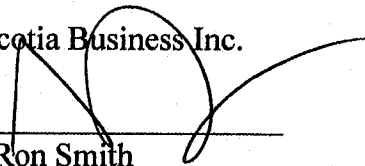
By: 
 Name: Danny Fritz
 Title: Chief Executive Officer

Accepted and Agreed:

Nova Scotia Tourism Agency

By: 
 Name: Patrick Sullivan
 Title: Chief Executive Officer

Nova Scotia Business Inc.

By: 
 Name: Ron Smith
 Title: Interim President and Chief
 Executive Officer



Peter MacAskill

Vice President