

## **CALGARY STAMPEDE GMC RANGELAND DERBY 2012 CANVAS AUCTION RULES**

1. Chuckwagon canvas advertisers shall have the right to advertise on their driver's canvas for ten (10) days of chuckwagon racing during the 2012 GMC Rangeland Derby, July 6th through 15th. Successful bidders have the exclusive right to advertise on the driver's chuckwagon canvas that they have purchased.
  - a. An "Advertiser" is defined as any individual, group, company, or group of entities NOT exceeding ten (10) individual entities that successfully purchases the rights to advertise with a driver for the 2012 GMC Rangeland Derby, including any individual, group, company, or group of entities that purchases such rights from the original successful bidder (the "Sub-Advertiser");
  - b. In the event that a Sub-Advertiser purchases a portion of the rights to advertise with a driver for the 2012 GMC Rangeland Derby i.e. for example, for any of one, two or five nights, the original Advertiser and each Sub-Advertiser shall execute the "Sub-Advertiser Agreement", as found in the Buyer's Manual, and shall forthwith submit the same to the Rodeo and Chuckwagon Office;
  - c. There will be ONE Main Contact person of record for any Advertiser and for each respective Sub-Advertiser. Advertiser groups are to coordinate their requests through that ONE contact person to the Stampede at all times. In the same manner, any Sub-Advertiser(s) shall also coordinate their requests through their ONE Sub-Advertiser contact person to the Stampede at all times.
  - d. A designated alternate contact, for both Advertisers and Sub-Advertisers must be provided to the Rodeo and Chuckwagon Office should the Main Contact be unable to fulfill their duties. Only the Main Contact has the authority to discuss any pertinent issues with the Chuckwagon Committee or Calgary Stampede Staff.
  - e. **Drivers or anyone acting on their behalf are prohibited from purchasing their own canvas or the canvas of another driver participating in the 2012 GMC Rangeland Derby. Any driver found in breach of this policy will be disqualified from competing in the 2012 GMC Rangeland Derby and subsequently will also be disqualified from competing in the 2013 and 2014 Calgary Stampede GMC Rangeland Derbies.**
2. The Calgary Stampede does not guarantee that a chuckwagon driver and/or wagon outfit will perform for ten consecutive days.
  - a. If a driver and/or wagon outfit must be replaced for any reason, including but not limited to, injury, illness, compassionate reasons, suspension or disqualification prior to or during the 2012 GMC Rangeland Derby, in whole or in part, designated

Calgary Stampede Officials, in their sole and unfettered discretion, are responsible for selecting a replacement driver and wagon outfit.

- b. The replacement driver and wagon outfit will be entitled to all prize monies and canvas proceeds on a pro rata basis for the performance(s) in which they compete.

**3.** A successful bid for each Driver's canvas auctioned will entitle the Advertiser to:

- a) 10 – Chuckwagon All Access passes (10 day entry per pass)
- b) 5 or 10 – Chuckwagon VIP passes per day (single day entry) depending on purchase price
  - for purchases up to \$99,999.99 – 5 Chuckwagon VIP passes per wagon
  - for purchases \$100,000.00 and over – 10 Chuckwagon VIP passes per wagon
- c) ability to purchase Chuckwagon VIP passes – limits apply
- d) one complimentary parking pass
- e) Barn access is limited to 40 people per wagon per night – inclusive of all complimentary and purchased passes

**In any and all circumstances, an Advertiser or Sub-Advertiser on any given night, is entitled to an absolute maximum total number of staff and/or guests totaling forty (40) persons in the Chuckwagon barns area, due to City of Calgary fire regulations, which are strictly enforced.**

4. A Sub-Advertiser shall be entitled to the number of each of the foregoing perquisites as set out in paragraph 3 above **as shall be specified and designated on the Sub-Advertiser Agreement.** It is **CRITICAL** that each of the Advertiser and its respective Sub-Advertiser(s) define these details on the Sub-Advertiser Agreement as the Rodeo and Chuckwagon Office will only allocate those passes as defined on the Sub-Advertiser Agreement. In no event shall the allocation of passes on a given night between an Advertiser and Sub-Advertiser exceed the total passes specified in paragraph 3 above.

Advertisers and Sub-Advertisers are offered the opportunity to purchase additional Gate and Evening Grandstand admissions to facilitate their needs. Please see your Buyer's Manual for details and request forms.

**5. New Payment Terms – Effective Canvas Auction 2012**

Method of Payment - Cheque – payable to “Calgary Stampede”

A successful bidder shall:

- a. Pay 25% of the total accepted bid price plus GST **on or before 4:00 p.m. April 6th, 2012; and**
- b. Pay the 75% outstanding balance of the total accepted bid price plus GST **on or before 4:00 p.m. April 30th, 2012.**

If either of the above payment deadlines is not adhered to, the Calgary Stampede will be entitled to place the canvas with an alternate buyer and the original successful bidder will be responsible for any loss, damages, cost or expenses suffered by the Calgary Stampede and/or driver. Furthermore, any overdue amounts shall be subject to interest at the rate of ten percent (10%) calculated monthly and payable from the due date of such payment until paid.

- c. Payment for a group of companies may be comprised of individual company cheques BUT they must total the amount of the invoice (25% or 75%) and must all be delivered **in the same envelope** on or before the due date.
- d. Please reference the driver in relation to which the successful bid was made on all cheques and correspondence.

6. The order of the sale for Canvas Auction 2012 will be:

- a. order of finish of the 2011 final four drivers (2011 champion goes first)
- b. drivers in order of total dollars won at the 2011 Calgary Stampede GMC Rangeland Derby - any ties in dollars won will be broken by final placing at the 2011 GMC Rangeland Derby.
- c. 2012 drivers who did not compete at the 2011 Calgary Stampede GMC Rangeland Derby in alphabetical order
- d. Rookie drivers invited to participate in alphabetical order.

The final order of sale will be at the discretion of Stampede Officials.

7. If you are unable to personally attend or bid, it is your responsibility to find a representative to attend the auction and act on your behalf. If you require assistance obtaining a representative, we can assist you. Please contact the Rodeo and Chuckwagon Office at 403.261.0107 in advance of sale day.

- 8.
- a. A Canvas purchased by a group of entities may carry up to ten (10) company logos. The logos can be used in any combination throughout the 10 days, but on any given night only one company will be acknowledged by the Announcer. I.E. a canvas may have up to ten companies listed on it, in any configuration, for the entire 10 days; or each company may have an individual tarp for use on one or more days; or a combination of the two formats. ALL tarps must be pre-approved by the Rodeo and Chuckwagon Office.
  - b. Each Wagon will be required to register the "Day Name" that the wagon will run under for each of the 10 days with the Rodeo and Chuckwagon Office by June 1<sup>st</sup>, 2012 and must be accompanied by the "Announcer By-line" for each day. All "Day Names" and "Announcer By-lines" must be received by this deadline, without exception.
  - c. Each Wagon will be referred to by the Driver's name with the exception of that GMC Rangeland Derby Daysheets, Website reports and Media results produced during the ten days will list the "Day Name" for each Wagon along with the Driver daily.

- d. It is the responsibility of each Sub-Advertiser to get their tarp pre-approved by the Rodeo and Chuckwagon Office for the night(s) that such tarp will be on the respective Wagon, as well as registration of the "Day Name" and "Announcer By-line".
9. The Driver acknowledges and agrees that by participating in the canvas auction process the Calgary Stampede shall have no liability or responsibility to the driver for unpaid sale proceeds.
10. The Calgary Stampede will hold back an Administration Fee of 20% plus GST from the Canvas Auction. This fee will be used to offset expenses related to prize money, administration and production.
11. All on-site (Calgary Stampede Park) promotions and marketing efforts to be undertaken by the Advertiser and/or any Sub-Advertiser(s) must be submitted in writing for approval to the Rodeo and Chuckwagon Office prior to June 1st, 2012.
12. Advertisers and Sub-Advertisers are expressly prohibited from using any and all Calgary Stampede branding and all trademarks and logos, including but not limited to, "GMC Rangeland Derby", "Calgary Stampede" and "Stampede Park", **without the express prior written permission of the Calgary Stampede.**
13. Canvas Auction monies will be disbursed by the Calgary Stampede as follows:
  - a. \$10,000.00 to the driver after the fourth day of racing at the Calgary Stampede GMC Rangeland Derby.
  - b. Balance to the driver after the tenth day of racing at the Calgary Stampede GMC Rangeland Derby.
  - c. In the event that the driver/wagon outfit is unable to complete the full ten days of chuckwagon racing, for any reason, including but not limited to, injury, illness, suspension or disqualification and the Calgary Stampede is unable to secure a replacement driver and/or wagon outfit, the Advertiser will be reimbursed **for a portion of their successful bid price**, on a pro rata basis, **for those nights that the subject wagon outfit does not run** providing the Advertiser is not responsible for the suspension or disqualification.
14. The Driver is entitled to all prize money and trophies awarded at the Calgary Stampede, except any monies and trophies withheld as a result of penalties, fines, suspension or disqualification.
15. The Calgary Stampede reserves the right, in its sole and unfettered discretion, to not issue a bid card to a potential Advertiser or to not accept a successful bidder Advertiser or any Sub-Advertiser(s) if the Stampede determines participation by an individual, group, company or group of entities in the GMC Rangeland Derby would be detrimental to the sport of chuckwagon racing, the GMC Rangeland Derby and/or the Calgary Stampede.