

**Eligibility requirements for special lighting for the Montréal Tower (hereinafter called  
“Special Lighting”**

The organization whose request for Special Lighting was accepted (hereinafter called “Request”) by the *Régie des installations olympiques* (hereinafter called the “Régie”), and who received a written confirmation of acceptance from the Régie, is committed to respecting the conditions outlined below, as well as any updates:

1. The organization will not modify any element on their request form without prior written permission from the Régie. The Régie’s acceptance only applies to the event and dates indicated on the form submitted by the organization, which are mentioned in the written confirmation from the Régie (hereinafter called the “Event”).
2. The organization is a duly organized non-profit, of legal existence, in good standing under the laws of jurisdiction where it was formed, and has the requisite power and authority to execute, deliver, and put into place the conditions outlined herein.
3. The organization has no pending trial or lawsuits that may affect the performance of its obligations under these conditions. The organization is in regulation with government authorities (municipal, provincial, and federal), that is, all fiscal authorities.
4. The organization undertakes to not put themselves in any situation that puts them at risk of being directly or indirectly in conflict with the Régie, as well as its partners, and/or damaging their brand image. The organization also commits to ensuring everyone in their employ does the same.
5. The Régie cannot guarantee the final result of the Special Lighting and can only vouch for available time slots. No claims can be made as to the result of such a situation.
6. Any Special Lighting may be cancelled and/or shortened and/or modified by the Régie without prior notice and at their sole discretion. No claims can be made as the result of such a situation.
7. The Régie reserves the right to cancel and/or cease and/or modify any Special Lighting if it sees that the organization has failed to respect these conditions (including, notably, not signing the present document), without prejudice to its other rights and recourses.
8. As well, failure to meet any of these conditions (including, notably, not signing the present document) could result in the rejection of a future application for Special Lighting for the organization as well as any affiliated persons.
9. A limit of one (1) accepted request per organization per calendar year. For recurring events, the organization must submit a request per calendar year with no guarantee of having it accepted, even if the same event was accepted the previous year. No exclusivity rights will be granted to the organization.
10. The Régie can, at any time and at their entire discretion, modify and/or postpone and/or put an end to its offer for Special Lighting, without prior notice or compensation.
11. The organization is committed to respecting the technical, safety, and other guidelines that the Régie previously communicated in order to ensure the proper functioning of the Special Lighting, as well as respecting the rights of the Régie and any third parties.

12. The organization agrees in its communications to respect the applicable legal framework, and not make discriminatory, offensive, libellous, or suspect remarks or sully the reputation of any person (natural or legal), including the Régie. The organization is also committed to ensuring its employees, members, and partners do the same. The organization holds the Régie harmless against any claim arising out of the failure to comply with the present clause and indemnifies the Régie of any damage that may occur.
13. The Régie remains, at all times, the sole holder of the intellectual property rights when it comes to the Olympic Stadium, Régie logos, slogans (such as “*Ravivons la flame*” and “*Vivons le*”) and other trade names belonging to the Régie, including the Montréal Tower, and the organization cannot use any or several of these elements without having prior written consent from the Régie based on conditions they’ve established.
14. Unless a decision by the Régie goes against what the organization must conform to, the Request is offered free by the Régie.
15. The organization authorizes the Régie to use, broadcast, and reproduce for promotional or other purposes any logos, copy, slogans, and photos of the Event as related to the Request, and guarantees to obtain beforehand any authorization and rights required from third parties, as required, in order to provide authorization without territory or time limitations. The organization holds the Régie harmless against any claim or liability arising out of the failure to comply with this clause and indemnifies the Régie of any damage that may occur.
16. The Régie will determine how the special lighting works and under what conditions. The organization will not intervene in the process unless via a special request from the Régie.
17. All Régie documentation related to Special Lighting for organizations (notably the Form, present conditions, general lighting policy, etc.) is subject to change without notice, in which case an updated version is available on the Régie website at [parcolympique.qc.ca](http://parcolympique.qc.ca). The organization must meet the updated requirements of all documentation related to Special Lighting, available on the Régie’s website.
18. The organization will provide all assistance, documents (paper or electronic or other support), collaboration, and any element required by the Régie in order to produce the Special Lighting and all other conditions noted herein.
19. Notwithstanding the preceding, no action or claim of any nature shall be brought by the organization or anyone under their control against the Régie for any incident/damage related to the Special Lighting. The laws applicable to the interpretation of these conditions are those of the province of Québec, and any dispute regarding this matter must be resolved before the courts with jurisdiction in the Montréal area.
20. The organization represents and warrants that the information in their request form is true and accurate and holds all rights necessary to promote, present, and utilize the Event as outlined in their request. The Régie’s role is limited to offering Special Lighting based on the conditions outlined herein. The organization holds the Régie harmless against any

claim arising out of the failure to respect these conditions and indemnifies the Régie against any damage that may result from such a case.

21. In the event of a discrepancy between the French and English versions, the French version shall prevail.

I, the undersigned, duly authorized representative \_\_\_\_\_  
(first and last name of authorized representative), of \_\_\_\_\_ organization  
(name of organization), hereby declare to have read, understood, and agreed to the conditions outlined herein, and am committed to respecting them for and on behalf of the organization.

**AND I HAVE SIGNED:**

\_\_\_\_\_  
Signature of the authorized representative of the organization

**Date:** \_\_\_\_\_