



ImagineNation Outcomes Challenge (“Challenge”)

www.imaginationchallenge.ca

Rules and Regulations



September 15, 2011





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1 Challenge Statement

The ImagineNation Outcomes Challenge will accelerate the use of innovative solutions in four key areas with the potential to improve healthcare quality and the patient experience: e-scheduling, patient access to health information, medication reconciliation, and clinical synoptic reporting. With up to \$1 million in awards, we are challenging teams to increase the use of these solutions in their practice or organizations. Imagine the benefits to Canadians and their clinicians if these solutions were used at least 1 million times by the end of the Challenge in March 2013!

2 Challenge Timeline (all categories)

Registration Opens	September 15, 2011
Early Adopter Period	September 15 – December 15, 2011
Early Adopter Draw 1 deadline	October 15, 2011
Early Adopter Draw 2 deadline	November 15, 2011
Early Adopter Draw 3 deadline	December 15, 2011
Challenge begins	January 1, 2012
Spring 2012 reporting period	January 1 – May 31, 2012
Trailblazer Plan submission deadline	March 31, 2012
Spring 2012 reporting deadline	June 14, 2012
Fall 2012 reporting period	June 1 – October 31, 2012
Fall 2012 reporting deadline	November 14, 2012
Winter 2013 reporting period	November 1, 2012 – March 31, 2013
Winter 2013 reporting deadline	April 12, 2013

We expect that the recipients of Overall Awards will be announced by the end of June 2013.

3 Challenge Categories

There are four Challenge categories in the *ImagineNation Outcomes Challenge*:

- e-Scheduling
- Patient Access to Health Information
- Medication Reconciliation
- Clinical Synoptic Reporting

Each category is defined below, including the definitions used for calculating momentum and volume for the awards described in Section 4, and the rules for determining the award winners.



3.1 e-Scheduling

3.1.1 Definition of a Qualifying Solution

A qualifying e-scheduling solution allows individuals to schedule appointments for clinical services offered by regulated health professionals, online or by mobile device remotely (e.g. from home). Individuals must be able to choose a date and time for an appointment and to book the appointment without interacting with another person.

Speaking to a person over a telephone or webcam (e.g. Skype) to book an appointment or emailing an appointment request is not a qualifying solution. An automated solution that involves making selections by pressing the number pad on a phone (with no direct human interaction) would qualify.

3.1.2 How Momentum is Defined for an e-Scheduling Solution

Momentum is the per cent increase over the baseline of the total number of users who have used the Team's solution. An individual is considered an e-scheduling user when he/she has booked an appointment using the Team's solution. Each unique user can only be counted once.

Momentum is calculated as follows:

$[(\text{Total users up to the end of the relevant reporting period} - \text{baseline}) / \text{baseline}] * 100$, where the baseline is the number of unique users at the time the Team qualifies to participate in the Challenge or 50, whichever is greater.

3.1.3 How Volume is Defined for an e-Scheduling Solution

Volume is the number of appointments booked through a qualifying e-scheduling solution in the relevant reporting period. Each visit booked using e-scheduling counts as one appointment. A cancelled or rescheduled appointment does not count as an appointment.

Teams that qualify after Decembers 31, 2011 begin counting as of the first month in which they qualify to participate in the Challenge.

3.2 Patient Access to Health Information

3.2.1 Definition of a Qualifying Solution

A qualifying solution must allow individuals to securely view, online or through a mobile device, their personal health information (and/or, where authorized, those of a family member or friend) that is generated by a regulated health professional.

Individuals must be able to access the health information online or using a mobile device remotely (e.g. from home). Access resulting from both sending results to the patient and/or the patient retrieving information qualifies to be counted.

The information accessed can be the actual test result (e.g. a numeric value) or interpretation of the test result (e.g. "results are normal"). The patient must be able to view the results independently of the physical presence of a clinician and of the use of a clinician's hardware.



3.2.2 How Momentum is Defined for a Patient Access to Health Information Solution

Momentum is the per cent increase over the baseline in the total number of unique registered users who have ever accessed personal health information using the Team's solution. A user is a person who has used the Team's solution to access their own or an authorizing person's health information (e.g. a family member).

Momentum is calculated as follows:

$[(\text{Total users up to the end of the relevant reporting period} - \text{baseline}) / \text{baseline}] * 100$, where the baseline is the number of unique users of the qualifying solution at time the Team submitted their qualification materials or 50, whichever is greater.

A user who has registered but not accessed any personal health information cannot be counted. Users are counted as of the reporting period in which they first access their information, not in which they first register.

3.2.3 How Volume is Defined for a Patient Access to Health Information Solution

Volume is the number of access sessions during the relevant reporting period using the Team's solution. Each access session is counted once, that is, views of the same result during separate access sessions counts as multiple access sessions.

Teams that qualify after December 31, 2011 begin counting as of the first month in which they qualify to participate in the Challenge.

3.3 Clinical Synoptic Reporting

3.3.1 Definition of a Qualifying Solution

A qualifying solution enables regulated health professionals to create structured reports to be used by other clinicians for patient care. A synoptic report uses a standardized nomenclature (e.g. SNOMED CT), a set of universally required findings based on best evidence, and a consistent report structure. The reports must be driven by evidence-based, provincial, national or international clinical guidelines. To qualify for the Challenge, the structured reports must be used for direct patient care (i.e. to share information with other clinicians caring for the patient); be signed-off by a regulated health professional; and be part of the patient's health record.

3.3.2 How Momentum is Counted for Clinical Synoptic Reporting

Momentum is the per cent increase over the baseline of the total number of regulated health professionals who have contributed to at least one clinical synoptic report using the Team's solution. A health professional who has accessed a report completed by someone else does not qualify to be included in a Team's counts.

Momentum is calculated as follows:

$[(\text{Total number of regulated health professionals that have used the Team's solution at least once by the end of the reporting period} - \text{baseline}) / \text{baseline}] * 100$, where the baseline is the total number of regulated health professionals who had used the Team's solution at least once to contribute to a synoptic report reported at the time the Team submitted their qualification materials or 5, whichever is greater.



3.3.3 *How Volume Is Counted for Clinical Synoptic Reporting*

Volume is the total number of completed clinical synoptic reports created using the Team's solution and signed-off by a regulated health professional during the relevant reporting period. Each completed report is counted only once. A report must be created and signed-off during the reporting period to be counted in the Team's totals.

Teams that qualify after December 31, 2011 begin counting as of the first month in which they qualify to participate in the Challenge.

3.4 **Medication Reconciliation**

3.4.1 *Definition of a Qualifying Solution*

A qualifying solution is a medication reconciliation process that is supported by information and communication technologies. Medication reconciliation is a formal process in which healthcare providers work together with patients, families and care providers to ensure accurate and comprehensive medication information is communicated consistently across transitions of care. Medication reconciliation requires a systematic and comprehensive review of all the medications a patient is taking to ensure that medications being added, changed or discontinued are carefully evaluated. It is a component of medication management and will inform and enable prescribers to make the most appropriate prescribing decisions for the patient. An electronically supported medication reconciliation process can be accomplished with one integrated system or multiple systems. For the Challenge, an electronically supported medication reconciliation process must include at least one of the following components:

- an electronic source of community dispensed medication used as one of the inputs to capture a best possible medication history (BPMH)
- ability to electronically capture the BPMH and make it accessible
- ability to electronically generate medication orders using the BPMH
- ability to electronically reconcile medication at transfers / discharge
- ability to electronically create a medication discharge / transfer plan (sometimes called a best possible medication discharge plan) which lists additions / changes / deletions to medications and is used to communicate with patients and other care providers.

Merely dictating the results of a medication reconciliation process into a digital recorder for later transcription is not sufficient to qualify

3.4.2 *How Momentum is Defined for Medication Reconciliation*

Momentum is based on growth in the percentage of patients for whom medication reconciliation is completed during the specified period. This is the standard measure used in Safer Healthcare Now!.

Momentum is calculated as follows: $[(\text{average percentage of patients for whom medication reconciliation was completed during the reporting period} - \text{baseline percentage}) / \text{baseline percentage}] * 100$, where the baseline percentage is the percentage of patients for whom medication reconciliation was completed at the time the team qualified for the challenge.

Note: If the scope for which the team's solution has changed between qualifying and the end of the reporting period (e.g. new sites have joined your team), the denominators for the average and baseline percentages described above will be the maximum number of patients who potentially could have received medication reconciliation for any one month during the reporting period.



3.4.3 How Volume is Defined for a Medication Reconciliation Solution

Volume is the total number of times medication reconciliation processes were performed on patients during the relevant reporting period using the Team's solution.

Teams that qualify after Decembers 31, 2011 begin counting as of the first month in which they qualify to participate in the Challenge.

4 Awards

	Description	Maximum Award (for each category)	Reporting Deadline
Early Adopter Awards	Teams that submit qualification materials by the deadline and qualify are entered in a draw.	Draw 1 - \$10,000 Draw 2 - \$5,000 Draw 3 - \$5,000	Draw 1 - October 15, 2011 Draw 2 - November 15, 2011 Draw 3 - December 15, 2011
Spring 2012 Trailblazer Awards	Trailblazer Plans and demonstration videos are judged.	1st - \$30,000 2nd - \$20,000 3rd - \$10,000	March 31, 2012
Fall 2012 Momentum Awards	Awarded to Teams that increase their users the most by October 2012.	1st - \$30,000 2nd - \$20,000 3rd - \$10,000	June 14, 2012 for reporting data for January-May 2012 November 14, 2012 for reporting data for June-October 2012
Overall Awards	Awarded to Teams with the best combined rank for (i) total volume of use and (ii) increase in users.	1st - \$50,000 2nd - \$30,000 3rd - \$20,000	April 12, 2013 for reporting data for November 2012 to March 2013

4.1 Early Adopter Awards

There will be up to twelve Early Adopter Awards available, three per Challenge category.

Three draws will be held to select Early Adopter Award winners. To be eligible to win an Early Adopter Award the Team must correctly answer a skill testing question. Teams that submit all required materials for qualification (see Section 7.2) before the draw deadline will be entered in that draw. Teams in the draw that do not win an Early Adopter Award will automatically be entered in any subsequent Early Adopter draws. A Team that wins an Early Adopter Award is not eligible to win another Early Adopter Award in that category.



	Deadline for submitting qualification materials	Award amount
First Draw	12 noon ET, October 15, 2011	\$10,000 per category
Second Draw	12 noon ET, November 15, 2011	\$5,000 per category
Third Draw	12 noon ET, December 15, 2011	\$5,000 per category

For the purposes of determining the Early Adopter awardees, the date and time of submission are the date and time at which all required documentation is submitted to the Challenge website (imaginationchallenge.ca) in its complete form. If the submission is deemed incomplete and is later re-submitted, the new submission date and time will be used.

Draws will be held five days after qualification decisions have been made for all teams that submitted qualification materials before the draw deadline. Draws will take place at Canada Health Infoway (*Infoway*) offices at 150 King Street West, Suite 1300, Toronto, Ontario. Winners will be contacted by phone.

4.2 Spring 2012 Trailblazer Awards

The Spring 2012 Trailblazer Awards will be distributed to qualified Teams that receive the highest scores from Challenge judges based on the quality of their solution, as described in their qualifying video, and on their Trailblazer Plan for increasing use of their solution. To be eligible for the award, a Team must:

- 1) Qualify for a Challenge category by March 31, 2012 (see Section 7.2);
- 2) Submit a Trailblazer Plan (maximum three page PDF) by 12 noon ET March 31, 2012 describing current use of its solution and how it plans to scale up the use and the number of users by March 31, 2013; and

Judges selected by *Infoway* will score each Team's Trailblazer Plan and video based on the following criteria:

- **Value for Patients/Clinicians (20%)** – How well does the solution meet the needs of patients/clinicians? Is the solution easy to use? Is it well-integrated with clinical or other workflow? Does it improve the patient experience and/or the quality of care?
- **Innovation and Originality (10%)** – Is the solution, use or application imaginative, innovative and inspired, whether it is a new approach or a creative use or combination of existing solutions or technologies?
- **Robustness of solution (20%)** – How robust is the solution and its implementation? Does it appropriately take into account privacy, clinical practice standards, interoperability, and other requirements? Does it address likely risks? Is it certified? Is it integrated with the electronic health record or other applications that are in use in the settings in which it is employed (e.g. electronic medical records)?
- **Track Record (10%)** –What has the Team already done to increase use and the number of users? Has the Team shown a commitment to increasing the use of their solutions?
- **Plan Strength (20%)** – Is the plan is likely to be effective in significantly increasing use and the number of users? Is it well thought out and detailed enough?
- **Feasibility of Trailblazer Plan (20%)** – Are the actions described in the plan likely able to be accomplished with a reasonable amount of resources and within the timeframe(s) proposed?

For the purposes of scoring, Judges will have access to all information submitted by the Team by March 31, 2012 including the qualification video and the three page PDF document.



There will be up to twelve Spring 2012 Trailblazer Awards available, three per category:

- First place \$30,000 (if at least 3 qualified teams participate in the category)
- Second place \$20,000 (if at least 5 qualified teams participate in the category)
- Third place \$10,000 (if at least 5 qualified teams participate in the category)

4.3 Fall 2012 Momentum Awards

The Fall 2012 Momentum Awards will be distributed to the Teams with the greatest momentum by the end of the Fall reporting period, 23:59 October 31, 2012 in the time zone of the Site reporting the data (see Section 3.1.2, 3.2.2, 3.3.2 and 3.4.2 for definitions of momentum).

There will be up to twelve Fall 2012 Momentum Awards available, three per category:

- First place \$30,000 (if at least 3 qualified teams participate in the category)
- Second place \$20,000 (if at least 5 qualified teams participate in the category)
- Third place \$10,000 (if at least 5 qualified teams participate in the category)

4.4 Overall Awards

The Overall Awards will be granted to the Teams with the best combined rank based on both volume and momentum over the course of the Challenge from 00:01 January 1, 2012 to 23:59 March 31, 2013 in the time zone of the Site reporting the data.

The Overall Awards will be calculated using the following formula:

Combined rank score = Team rank in the category for total volume + Team rank in the category for momentum.

There will be up to twelve Overall Awards available, three per category:

- First place \$50,000 (if at least three qualified teams participate in the category)
- Second place \$30,000 (if at least five qualified teams participate in the category)
- Third place \$20,000 (if at least five qualified teams participate in the category)

5 Other Benefits

5.1 Non-Monetary Benefits

In addition to monetary awards, *Infoway* and the Challenge's Supporting Organizations (organizations that support and promote the Challenge) have identified a number of other opportunities that will be made available to Challenge participants throughout the Challenge. These may include education sessions and networking opportunities. Participation in these opportunities is optional.

These opportunities will be announced on the Challenge website.

5.2 Additional Awards

Infoway, in its sole discretion, may make available other cash and/or non-monetary awards during the course of the Challenge. These will be announced on the Challenge website.



6 Award Rules

6.1 Limits on Awards

There is no limit to the number of awards a Team may win, except that a Team may win only one Early Adopter Award per category.

6.2 Distribution of Monetary Awards

All monetary Challenge awards will be forwarded to the organization named by the Team Leader during qualification, who is then responsible for any distribution to others. The recipient selected to receive any award payment cannot be a federal government department or agency. It is the responsibility of the Team to determine how the award money will be distributed. Once it has disbursed awards to the organization designated by the Team Leader, *Infoway* will not be involved in further distribution of award monies.

6.3 Minimums

Infoway reserves the right to withdraw some or all awards in a category if a minimum number of Teams, a minimum amount of volume, or a minimum amount of momentum is not reached. Team minimums for each prize are described in Sections 4.2, 4.3, and 4.4. The minimum number of users required for a Team to win the Fall 2012 Momentum Award or the Overall Award is 50 for e-scheduling and patient access to health information, and, 5 for clinical synoptic reporting and medication reconciliation.

6.4 Interpretation of Definitions

Infoway may, from time to time, make clarifications with regard to the Rules. These will be available on the Challenge website.

6.5 Award Decisions and Appeals

All decisions regarding this Challenge and the selection of the winning Teams are final and without any right of appeal.

7 Challenge Teams

7.1 Challenge Teams

Each Team must have a Team Leader and a Site Lead for each Site on the Team. Teams may also have additional Team Members registered on the Challenge website. Each of these roles is defined below.

A Team consists of one or more Sites (i.e. organizationally distinct units). Each Site must assign a Site Lead.

All Team Members:

- must be registered on the Challenge website;
- must agree to be listed on the Team Roster on the Challenge website;
- must agree to these Rules and Regulations and to be bound by the Declaration of Compliance with the Rules and Release, Indemnity Form and Consent to Disclosure of Personal Information by registering through the Challenge website.



In addition to the requirements above, Team Leaders and Site Leads have additional responsibilities as outlined below.

A Team Leader:

- is a Team Member who is the primary point of contact for the Team throughout the Challenge;
- is the primary point of contact for *Infoway* throughout the Challenge;
- acts as coordinator for the Team's activities, including data submission, cooperation in any audit, and award distribution;
- receives correspondence on behalf of the Team, including any awards in the event that the Team is declared a winner;
- is responsible for the initial Team registration and ensuring that Site Leads and other members of the Team register on the Challenge website;
- is responsible for ensuring that the Team's data is submitted to the Challenge website by the deadline; and
- may also act as a Site Lead.

A Site Lead:

- is a Team Member who represents an organizational unit that will be submitting data to the Challenge as part of a Team;
- has authority to attest on behalf of their organizational unit;
- may invite Teams Members to join through the Challenge website; and
- may be a Site Lead for more than one Site.

An individual may be a Team Member on more than one Team. A Site may participate on more than one Team but activity from a Site may only be counted by one Team for a particular Challenge category.

There is no limit to the number of Team Members on a Team.

7.2 Registration and Qualifying Requirements

To participate in the Challenge a Team must 1) **register**, 2) **qualify**, and 3) **submit data**.

7.2.1 Registration Requirements

A Team must register in order to participate in the Challenge. Teams can register for the Challenge beginning September 15, 2011.

The Team Leader registers the Team through the Challenge website.

As part of the registration process the Team Leader must supply a valid email address and other identification information as is reasonably requested in the context of the Challenge. The email address provided by the Team Leader will serve as the primary mechanism through which *Infoway* communicates with the Team Leader.

The Team Leader must identify the Challenge category(ies) in which the Team would like to participate.

7.2.2 Qualifying Requirements

Once a Team has registered to participate in the Challenge, it must qualify to participate in its chosen Challenge category(ies).



7.2.2.1 *Composition of a Site*

To qualify, each Site must have at least one Member who is a:

- regulated health professional licensed to practice in Canada; or
- representative of a health care organization that delivers the services of regulated health professionals in Canada (e.g. hospital or clinic); or
- representative of a health care organization that provides publicly funded health services in Canada.

7.2.2.2 *Attestations to Comply with Laws and Professional Standards and Participate in Challenge Promotion*

To qualify, the Team Leader and all Site Leads must attest during registration that:

- 1) their solution is in compliance with all applicable legislation (e.g. privacy); and
- 2) the solution and/or the process used by the Team are consistent with applicable professional standards (e.g. standards established by regulatory bodies).

Each Team Member must agree to reasonable participation, without any fee, in *Infoway* efforts to promote the Challenge.

7.2.2.3 *Demonstrate a Working Solution*

To qualify, each Team must demonstrate that it has a working solution that is in use in its Site and meets the definitions of the category in Sections 3.1.1, 3.2.1, 3.3.1, and 3.4.1. This must be demonstrated using a video, of a maximum five minutes in length, submitted to the Challenge website. In addition, the Team Lead must attest that this solution has been used at least one time at the Site in the normal course of operations. Product names and version information must also be supplied.

Each video must:

- show the working solution in the context of its typical use;
- demonstrate that the solution is consistent with the definitions and solution requirements for the Challenge;
- provide a demonstration of the solution in use, in enough detail that viewers will understand its functionality;
- show how the data required for reporting volume and momentum is gathered from the solution;
- include accounts from users (clinicians or patients) about how the solution has affected his/her practice or patient experience.

7.2.2.4 *Provide Baseline Data*

To qualify, teams must submit baseline data, as described in Sections 3.1.2, 3.2.2, 3.3.2, and 3.4.2. This is required for each Challenge Category in which the Team is participating.

7.2.2.5 *Qualification Approval*

Once all required items for qualifying are submitted to the Challenge website, *Infoway* will review them for completeness and adherence to the rules. Once a Team is deemed qualified by *Infoway*, the Team Leader will be notified.



7.2.2.6 Material to be available on Infoway's website.

The material submitted by a Team and Team Members may be made available on Infoway's public website and thus may be seen and viewed by the public (subject to personal information which will be managed by Infoway in accordance with the Rules and Regulations). The Team and Team Members should thus avoid communicating sensitive or confidential information to Infoway. Infoway will not be responsible in any manner for any damages that they be sustained to any person as a result of any posting of any material submitted to Infoway.

7.2.3 Expanding Teams After Qualification

Additional Sites can be added to Teams throughout the Challenge, including after a Team's initial qualification. Team leaders must invite Team Members from new Sites using the Challenge website.

Sites that join a Team after that Team has qualified must satisfy the qualification criteria. To do this, Site Leads must:

- register on the Challenge website and provide contact information;
- ensure that the Site satisfies the Team Composition requirements (see Section 7.1); and
- enter information about the solution in use if different from the solution already described by the Team.

Once a Site has qualified for the Challenge as part of a Team, it cannot join another Team within the same Challenge Category.

For the purposes of counting volume, a Site's volume is counted towards the Team's volume from January 1, 2012 or at the beginning of the month that the Site is qualified, whichever is later. For purposes of calculating momentum, a Site's baseline as submitted in qualification materials is added to the Team's baseline.

8 Volume and Momentum Reporting

Once qualified, the Team Leader must ensure monthly volume and momentum data are reported to *Infoway* via the Challenge website no later than the reporting period deadlines in Section 8.1.; however, it is requested that monthly data is submitted at the end of each month. Results reported after the reporting deadline will not be counted towards a Team's consideration for a prize in that reporting period. No volumes or users from a previous reporting period can be 'carried over' and reported in subsequent reporting periods. All reported data is subject to audit as specified in Section 13.

8.1 Reporting Schedule

Reporting Deadline for Spring 2012: 12 noon ET June 14, 2012

Reporting Deadline for Fall 2012: 12 noon ET November 14, 2012

Reporting Deadline for Winter 2013: 12 noon ET April 12, 2013

In the case of any issues with the Challenge website that delays submission, a resolution decided at the sole discretion of *Infoway* will be communicated to the Team Leader.



9 Eligibility Criteria

In order to be eligible for an award, the Team Leader, all Site Leads and Team Members must meet all of the terms and conditions described in these Rules and Regulations.

Infoway reserves the right to refuse an entry from a person or a Team whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter.

When an individual enters the Challenge as an employee, contractor or agent of another party, he/she warrants that such party has consented to the individual's participation on its behalf. The individual also warrants that his/her actions do not violate any of the employer's policies or procedures. Any submission made on behalf of another party without that other party's consent is *void*.

Infoway reserves the right to disqualify Teams from the Challenge if *Infoway*, in its sole discretion, reasonably believes that any Team Member has attempted to undermine the legitimate operation of the Challenge by cheating, deception, or other unfair playing practices, or has tampered with any of *Infoway's* websites, the submission process, the judging process, violates these Rules, or acts in an unsportsmanlike or disruptive manner, or annoys, abuses, threatens, or harasses *Infoway*, its Supporting Organizations, its assigns or any other Challenge participant.

10 Parties Ineligible to Participate

No Sites outside of Canada are eligible to participate in the Challenge.

Directors, officers, employees and agents of Canada Health Infoway, and their immediate family members, and all persons with whom they reside, are not eligible to participate in the Challenge.

Directors, officers, employees and agents of Idea Crossing, their immediate family members and respective partners, affiliates, divisions and subsidiaries, and all persons with whom they reside, are not eligible to participate in the Challenge.

Challenge judges, their immediate family members, and all persons with whom they reside, are not eligible to participate in the Challenge.

Directors, officers, employees and agents of Supporting Organizations of the Challenge are not eligible to act as Team Leaders or Site Leads, but may participate as Team Members.

For the purposes of the Challenge: "immediate family member" is defined as a spouse, a common law partner, his or her dependent children as well as the dependent children of his or her spouse or common-law partner.

11 Obligations of all Teams

Use of *Infoway* sites, registration on *Infoway* sites, or provision to *Infoway* of any content or personal information constitutes agreement to these terms, including but not limited to the privacy policy (available as amended from time to time). Completion of the registration process will create an account with a username and password which the Team Member agrees to guard as confidential information. The Team Member agrees to provide accurate, current and complete information at all times. Team Members also agree that they will review, maintain, correct, and update such information in a timely manner to maintain its accuracy and completeness by using the means allowed for the relevant information or, when



appropriate, by contacting *Infoway*. If a Team Member provides (or *Infoway* has reasonable grounds to believe that a Team Member provided) any information that is inaccurate, not current, or incomplete, *Infoway* may suspend or terminate access, and/or participation in the Challenge, in addition to exercising all rights and remedies allowed by law.

Team Members agree that all uses of the identifier established for them during a registration or similar process will be attributed to and legally bind them and may be relied upon by *Infoway* and its agents, affiliates, and other third parties with whom *Infoway* works (including but not limited to our and their respective affiliates, officers, employees and agents) (collectively "**Third Parties**"), as being a use made by them, even if someone else used their identifier.

12 Obligations applicable to Winning Teams

If an award recipient is found to be ineligible or otherwise not in compliance with these Rules and Regulations, the award recipient and the award recipient's Team will be disqualified from that prize, and all rights of the Team to the award will be forfeited. If this occurs, *Infoway* may, at its sole discretion, select another award recipient from the remaining eligible Teams.

To receive awards, a Team must agree to communicate and share their solution and experience, for example through a webinar.

13 Audit

Infoway may audit or arrange an audit of reported activity to ensure compliance with Challenge Rules and Regulations at any time for any reason. Any Teams found to be in violation of the Rules and Regulations will be informed of the violation and will have three business days to address the violation to the satisfaction of *Infoway* and/or the Challenge auditors. *Infoway*, in its sole discretion, will determine the appropriate course of action, which may include disqualifying the Team in question from all or part of the Challenge, in addition to exercising all rights and remedies allowed by law.

14 License of Rights to Submission

By entering the Challenge, all Team Members (i) represent and warrant that they have all necessary rights, title, interest, including licenses, in and to all information, intellectual property and other material posted to the Challenge website "the Website" or otherwise submitted as part of registration to or in the course of the Challenge, or by reason of having won any award, including baseline, volume, and momentum data, Team Member's identification, profile and contact information, solution's information, submitted plans, videos and webinars, by any Team Member or by anyone else through the use of any Team Member's username and password (the "Material"), and may grant all licenses, waivers and other rights set out herein, and (ii) grant the following nonexclusive, unrestricted, worldwide, royalty-free, fully paid up and irrevocable licenses:

- a) To *Infoway*, its supporting organizations, affiliates, sub-licensees, and their successors and assigns to access, reproduce, distribute, import, export, display, perform in public, communicate or make available to the public, or otherwise use any Material, including any part thereof, whether as submitted or with any adaptation or other modification, in any format, on any medium and by any means, whether now known or existing or that may become known or existing in the future (each, a "Use"), for the purpose of promoting the Challenge, the Team Members, and any other participants, and the Team's solutions and/or process(es), and



- b) To any person accessing the Website ("Visitors") to use any Material, but solely for non-commercial purposes, as submitted (without any adaptation or other modification), provided that, where reasonable in the circumstances, the name of the Team Members, as disclosed as part of the registration process, is associated with any such Use.

The preceding license extends to all rights, including any intellectual property rights as may protect any Material or Team Member, whether now enacted, conferred or recognized or that may be enacted, conferred or recognized in the future, that any Team member (or successor and assigns) may own, control or obtain, including pursuant to applications or registrations made with the appropriate governmental authorities either before or after the date of the submission.

Subject to the limitations set forth in paragraph 14(b) above, all Team Members hereby irrevocably waive any moral rights that (s)he may have in the Material to the full extent allowed under any applicable laws, for the benefit of *Infoway* and any other person who benefits from the above licenses.

The rights granted herein shall be granted without any compensation other than that specifically provided in these Rules and Regulations.

15 Liability/Indemnification/Interference with the Challenge or Website

No responsibility is assumed by *Infoway*, its respective affiliates, subsidiaries, advertising and promotional agencies, its respective directors, officers, employees and assigns, its Supporting Organizations for any disruption to telephone network or lines, computer on-line systems, servers or providers, computer equipment, software or failure of any entry to be received because of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, as well as lost, incomplete, destroyed, misdirected, illegible or late entries which for any reason are not received.

Infoway, its Supporting Organizations, and affiliates are not responsible for printing, distribution or production errors and may terminate, modify, extend any portion of, or withdraw, this Challenge, at any time and for any reason whatsoever, without requirement of individual notice and without liability at their sole discretion. Any changes to these Rules will be posted on the Challenge website.

Infoway reserves the right to modify (including, but not limited to, extending any portion of the Challenge) these Rules and Regulations or to cancel this Challenge for any reason whatsoever including, but not limited to, in the event of technical corruption, virus, bugs, non-authorized human intervention or other technical problems which may arise from time-to-time which in *Infoway's* opinion undermine or destroy the integrity of this Challenge. No liability or responsibility is assumed by *Infoway* or Supporting Organizations, resulting from user attempts to participate in this Challenge or if required, download any information necessary to participate in this Challenge. In the event of a dispute regarding an online entry, the entry will be deemed submitted by the authorized account holder of the e-mail address submitted and at the time logged on the Challenge system.

If for any reason the Challenge is not capable of being conducted as intended by *Infoway*, including due to computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause that corrupts or interferes with the administration, security, fairness, integrity or proper conduct of the Challenge, *Infoway* may, at its sole discretion, disqualify any entrant responsible for such misconduct and cancel, terminate, modify, or suspend the Challenge.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR INTERFERE WITH THE LEGITIMATE OPERATION OF THE CHALLENGE MAY BE A VIOLATION OF CRIMINAL AND CIVIL



LAW, AND *INFOWAY* RESERVES THE RIGHT TO SEEK DAMAGES AND/OR OTHER RELIEF FROM ALL RESPONSIBLE PERSONS TO THE FULLEST EXTENT PERMITTED BY LAW.

By entering this Challenge, a Team Member agrees to hold *Infoway*, its Supporting Organizations and its affiliates, their respective directors, officers, employees, agents and assigns, harmless from and against any and all claims and liability arising directly or indirectly out of or in any way connected with this Challenge and/or the Award(s) provided.

Team Members assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Challenge and/or relating to the Award(s).

By entering the Challenge, each Team Member releases and agrees to indemnify and hold harmless *Infoway* and its supporting organizations, subsidiaries, affiliates, directors, officers, employees, partners, agents and assigns from any liability whatsoever for any claims, costs, losses, or damages of any kind (including, without limitation, those related to personal injury, death, damage to property, infringement of proprietary rights, rights of publicity or privacy or defamation) arising out of or in connection with:

- i) entering and participating in the Challenge;
- ii) the information submitted;
- iii) the outcome of the Challenge and/or
- iv) accepting any award.

By participating in this Challenge, Team Members agree to be bound by the Rules and Regulations and the decisions of the judges and auditors.

16 Use of Personal Information

By being a Team Member or by reporting activity into the Challenge, all Team Leaders, Site Leads and Team Members individually consent to the collection and use by *Infoway* of their personal information in order to process the entry and administer the Challenge, including assigning Awards.

All personal information collected will be used solely for the purpose of the Challenge unless otherwise agreed by the Team Member.

All Team Leaders, Site Leads and Team Members consent to the collection, use and publication on the website of their first and last names and place of business (city only), organization affiliation, and promotional video which information is mandatory in order to participate in the Challenge, and which information will be posted on the Challenge website.

By entering the Challenge, Team Members agree that should their Team be the recipient of an award, *Infoway* may use their names, organization's names, organization's addresses, photos, and/or images on videotape for publicity purposes relating exclusively to this Challenge, without compensation.

Entering the Challenge constitutes permission for, and winners' consent to, *Infoway* and its agencies or assigns to use the submissions and the names and/or likenesses of the Team Members for advertising and promotional purposes, in any media now known or hereafter devised, without further notice, compensation, consideration, review, or consent, and without regard to moral rights, unless prohibited by law.



Team Leaders, Site Leads and Team Members recognize and agree that the personal information they provide may be stored on servers located in the U.S.

17 General

The section headings contained herein are included solely for convenience and are not intended to be full or accurate descriptions of the content thereof and will not affect the interpretation of these rules.

This Challenge and the terms and conditions contained in these Rules and Regulations, shall be exclusively governed by and construed in accordance with the laws of the Province of Ontario, Canada and the federal laws of Canada applicable therein. The parties hereby attorn to the exclusive jurisdiction of the courts of Ontario.

Any litigation respecting the awarding of an Award or this Challenge must be initiated before the courts in the City of Toronto in Ontario, Canada.

This Challenge is void where prohibited or otherwise restricted by law.

18 Linked Sites

The Challenge website may contain links to Web sites of Supporting Organizations and/or other third parties. *Infoway* provide these links simply as a convenience, but does not endorse the linked website or its contents. While the information, products, services and information may be helpful to those accessing these sites as, they are independent entities of *Infoway* and are not controlled by *Infoway*, the contents are not endorse by *Infoway*, and any visits to linked sites are at the sole risk of the persons accessing same and the these sites are governed by privacy policies (if any) of the organization providing the linked website(s).

19 Supremacy of the Rules and Regulations

Where any discrepancy exists between these Rules and Regulations and other documents issued or provided in the context of the *ImagineNation Outcomes* Challenge, these Rules and Regulations shall prevail.