

Business Impact Challenge Rules



ImagineNation
CHALLENGES

Business Impact Challenge (“Challenge”) Rules

1 Challenge Statement

The ImagineNation Business Impact Challenge (“Challenge”) will capture the business impact of public investments in digital health.

2 Challenge Question

“How have public investments in digital health in Canada made a business impact on your company or organization?”

3 How to Participate

- a) A company or organization that is eligible may enter this challenge by completing the form on the Business Impact Challenge-Submission page at www.imagenationchallenge.ca, before 3:00 pm ET on July 31, 2013.
- b) Submissions are entered on behalf of the company or organization concerned. The person who enters the submission (“Submitter”) must be a current employee and be duly authorized by the organization to submit the entry. The Submitter must provide the name and phone number of an executive of the company or organization who can attest that the submission has been authorized.
- c) The submission must be a written response to the Challenge Question of a maximum of 3000 characters including spaces (approximately 500 words) in English or French.
- d) A company or organization that enters a submission (“Participant”) may optionally submit, in addition to the written response to the Challenge question, any of the following:
 - One URL to a website, video, or slideshow, etc. that supports the submission.
 - Up to two image files, for example a chart, graph, photo, etc.
- e) Any Organization that is eligible to make a submission must agree to the Challenge Rules, including, but not restricted to, that of providing *Infoway* with the right to use the submission.
- f) A Participant may provide multiple submissions, but each submission must be unique and must be submitted separately.
- g) A Participant must ensure that it has received written permission from any and all persons named in its submission, relating to any and all information on such person, including but not limited to personal information.

4 Eligibility

- a) Any company or organization that has experienced a business impact from public investments in digital health may enter, except those excluded below. Business impact could include one of the following: increased revenue, expanded operations (e.g. additional employees), or improved productivity.
- b) The Participant must have at least one full-time equivalent employee in Canada as of the submission date.

c) Parties ineligible to be Submitters under this Challenge

- i. Current *Infoway* employees, directors, officers, and their immediate family members, and all persons with whom they reside;
 - ii. 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;
 - iii. Business Impact Challenge judges, their immediate family members, and all persons with whom they reside;
 - iv. Any person with an actual or potential conflict of interest.
- d) For the purposes of the Challenge: "immediate family member" is defined as a spouse, a common law partner, his/her dependent children as well as the dependent children of his/her spouse or common-law partner.
- e) In order to be eligible for the donation draw, the Participant must meet all of the terms and conditions described in these Rules.
- f) *Infoway* reserves the right to refuse a submission from a Participant whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter, or who has entered an incomplete or insufficient submission.

5 Donation Draws

- a) All qualifying Participants will be entered in a draw.
- b) A Participant's name may be drawn only once.
- c) Each of up to three (3) Participants whose names are drawn will be able to designate a \$2,000 unrestricted donation to a health, informatics, or other relevant academic program at an accredited Canadian academic institution of the Participant's choice.

6 Obligations of all Participants

The Participant agrees that for all purposes the identifier established for it in the context of the registration or similar process will be attributed to and legally bind such Participant and may be relied upon by *Infoway* and its agents, affiliates, and other third parties with whom *Infoway* works with respect to the Challenge and this even if another person used the Participant's identifier.

Infoway reserves the right to disqualify a Participant from the Challenge if *Infoway* reasonably believes that a Participant 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, has violated these Rules, acts in an unsportsmanlike or disruptive manner, or annoys, abuses, threatens, or harasses *Infoway*, its Supporting Organizations (organizations that support and promote the Challenge, its representatives or any other Challenge Participant, or if a Participant provides (or *Infoway* has reasonable grounds to believe that a Participant provided) any information that is inaccurate, erroneous, not current, or incomplete.

7 Obligations of all Submitters

The Submitter must agree that they have been duly authorized to enter the submission on behalf of the Participant. The Submitter agrees to act as the contact between *Infoway* and the Participant.

8 Obligations applicable to Submissions Selected in the Donation Draw

If a Participant whose Submission is randomly selected in the draw is found to be ineligible or otherwise not in compliance with these Rules, the Participant will be disqualified, and all rights of the Participant with regard to the donation draw will be forfeited. If this occurs, *Infoway* may, at its sole discretion, randomly select another Submission from the remaining eligible Submissions.

To designate a donation, a Participant must agree to participate in additional activities to communicate and share their experience, for example through a webinar.

9 Verification

Infoway may verify or request that a third party verify the information provided in the submission to ensure compliance with Challenge Rules at any time for any reason. Any Participant found to be in violation of the Rules will be informed of the violation and will have three (3) 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 Participant in question from the Challenge, in addition to exercising all rights and remedies allowed by law.

10 License of Rights to Submission

By entering the *Challenge*, the Participant (i) represents and warrants that it has all necessary rights, title, interest, including licenses, in and to all information and other material provided in the submission as provided on 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 its Submission randomly selected in the draw, including the Participant’s identification, profile and contact information, and submission, (the “Material”), ii) represents and warrants that it has received all the necessary approvals required as it relates to the submission, and iii) grant the following nonexclusive, unrestricted, worldwide, royalty-free, fully paid up and irrevocable licenses:

- a) To *Infoway*, its Supporting Organizations, and their successors and assigns to access, reproduce, distribute, display, 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 purposes of promoting and/or sharing the Participant’s submission and the experience of the Challenge; and
- b) To any Participant 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 Participant, 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 Participant, whether now enacted, conferred or recognized or that may be enacted, conferred or recognized in the future, that any Participant (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 Participant's submission.

Subject to the limitations set forth in paragraph 10(b) above, all Participants hereby irrevocably waive any moral rights that they 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.

11 Liability/Indemnification/Interference with the Challenge or Website

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

Infoway and its Supporting Organizations 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 reasonable cause whatsoever, without requirement of individual notice and without liability. Any changes to these Rules will be posted on the Challenge website.

Infoway reserves the right to modify the Challenge (including, but not limited to, extending any portion of the Challenge) these Rules or to cancel this Challenge for any reasonable cause 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 submission, the submission will be deemed submitted by the Participant at the time logged on the Challenge website.

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 Participant responsible for such misconduct and may then cancel, terminate, modify, or suspend the Challenge.

Any attempt to deliberately damage any website or interfere with the legitimate operation of the Challenge may be a violation of criminal and civil laws, 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 Participant agrees to hold *Infoway*, its Supporting Organizations, their respective directors, officers, employees, and representatives, 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 donation(s) provided.

By entering the Challenge, each Participant releases *Infoway* and its Supporting Organizations, directors, officers, employees, and representatives 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) having their Submission randomly selected in the donation draw

By participating in this Challenge, the Participant agrees to be bound by the Rules and the decisions of the judges and *Infoway*.

12 Use of Personal Information

By entering a submission in the Challenge, the Participant consents to the collection and use by *Infoway* of personal information in order to process the submission and administer the Challenge.

The Submitter consents to the collection, use and publication on the website of his/her first and last name, place of business, location (city and province only), profession, and submission, which information is mandatory in order to participate in the Challenge, and which information will be posted on the Challenge website.

The Participant consents to the collection, use and publication on the website of its name, location (city and province only), industry, and submission, which information is mandatory in order to participate in the Challenge, and which information will be posted on the Challenge website.

The Participant agrees that by entering the Challenge this constitutes permission for, and Participant's consent to, *Infoway*, its agencies and representatives to use its submissions and the names and/or likenesses of the Participants for advertising, and promotional, publicity and educational 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.

The Participant recognizes and agrees that the personal information he/she provides may be stored on servers located in the United States.

13 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, 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 donation draw or this Challenge must be initiated before the courts in the City of Toronto in the Province of Ontario, Canada.

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

14 Linked Sites

The Challenge website may contain links to Web sites of third parties. *Infoway* provides 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, they are independent entities of *Infoway* and are not controlled by *Infoway*, the contents are not endorsed by *Infoway*, and any visits to linked sites are at the sole risk of the persons accessing same. These sites are governed by privacy policies (if any) of the organization providing the linked website(s).

15 Interpretation of Definitions

Infoway may, from time to time, make clarifications with regard to the Rules. These will be available at <http://www.imaginationchallenge.ca>.

16 Decisions and Appeals

All decisions regarding this Challenge and the selection of the donation draw recipients are final and without any right of appeal.

17 Supremacy of the Rules

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