

Patient Impact Challenge Rules



ImagineNation
CHALLENGES

Patient Impact Challenge (“Challenge”) Rules

1 Challenge Statement

The ImagineNation Patient Impact Challenge (“Challenge”) will capture the impact of digital health solutions on patients and their caregivers.

2 Challenge Question

“How has health IT improved your health, health care, or experience as a patient or caregiver in Canada?”

3 How to Participate

- a) Those who are eligible may enter this Challenge by completing the form on the Patient Impact Challenge - Submission page at www.imagenationchallenge.ca, before 3:00 pm ET on July 31, 2013.
- b) The submission must be a written response to the Challenge Question of up to 250 words in English or French.
- c) Anyone who is eligible to make a submission (“Participant”) must agree to the Challenge Rules, including, but not restricted to, that of providing *Infoway with the right* to use the submission.
- d) A Participant may provide multiple submissions, but each submission must be unique and must be submitted separately.
- e) A Participant must ensure that he/she has received the written permission from any and all persons named in the submission, relating to any and all information on such person, including but not limited to personal information..

4 Eligibility

- a) A Participant must be a legal resident of Canada and of the age of majority in the province or territory in which he/she resides as of July 31, 2013.
- b) The submission must describe true events personally experienced by the Participant either as a patient or as a caregiver to friends or family.
- c) **Parties ineligible to submit under this Challenge**
 - i. Current *Infoway* employees, directors, officers, contractors, and consultants 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. Challenge judges, their immediate family members, and all persons with whom they reside;
 - iv. An employee or agent of a commercial business whose name, brand name, product or other trademark is mentioned or featured in the submission;. A submission that is promotional may be disqualified at the discretion of *Infoway*.
- 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 an award, 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.

5 Awards

a) Judged Awards

- i. Up to ten (10) awards of \$500 will be awarded to Participants whose submissions are judged to be the most compelling by a panel of judges.
- ii. The judges will evaluate the entries based on the following criteria:
 - a) Potential impact for motivating and inspiring others
 - b) The quality of the submission

b) Draws

- i. All qualified submissions received before June 28 at 3:00pm ET will be entered in the June Draw for up to five (5) awards of fifty dollars (\$50).
- ii. All qualified submissions received before July 31 at 3:00pm ET, including those mentioned in i) above will be entered in the July Draw for up to five (5) awards of fifty dollars (\$50).
- iii. A Participant may receive only one draw award.

c) Public voting

- i. The public will vote on the submissions on www.imagenationchallenge.ca between August 7, 2013 at 3:00 pm ET and August 21, 2013 at 3:00 pm ET to determine the Canada's Choice award recipients.
- ii. Up to three (3) awards will be determined by public voting. The submission with the most votes will receive \$250, the second-most votes \$150, and the third-most votes \$100.

6 Public Voting

Each verified voter is able to place one vote for each his/her favourite submission(s). In the event of a tie, *Infoway* will determine the award recipient(s). Use of an automated process or similar device to submit a vote is prohibited. Any attempt to circumvent the one vote limit per submission or to use an automated process will disqualify all votes emanating from the voter or person. If a Participant receives multiple and/or irregular votes from the same user or users, *Infoway* reserves the right to disqualify the Participant at its sole discretion. A Participant may not provide any type of consideration to any individual in exchange for a vote. Should the Participant engage in such conduct it will result in disqualification. Vote totals shown on the Challenge website during the voting period are not official and may change as a result of the verification process.

7 Obligations of all Participants

The Participant agrees that for all purposes the the identifier established for him/her 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.

8 Obligations applicable to Award Recipients

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

Awards recipients may be invited to participate in additional activities to communicate and share their submission and 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 he/she have all necessary rights, title, interest, including licenses, in and to all information and other material provided in the submission as provided on 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 Participant’s identification, profile and contact information and, submission, (the “Material”), (ii) represents and warrants that he/she has received all the necessary approvals required as it relates to his/her submission, (iii), and (ii) grants 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 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 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 (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.

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 submission 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 Award(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) accepting any award.

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 his/her personal information in order to process the submission and administer the Challenge, including the granting of any awards.

The Participant consents to the collection, use and publication on the website of his/her first and last name, city of residence, 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 his/her submission and the names and/or likenesses of the Participant 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 Participants 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 awarding of an Award 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 www.imagenationchallenge.ca .

16 Award Decisions and Appeals

All decisions regarding this Challenge and the selection of the award 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.