CONTEST RULES

Rogers Small Business

"Big Giveaway" Contest

Rogers Communications Partnership

The Rogers Small Business "Big Giveaway" Contest (the "Contest") is sponsored by Rogers Communications Partnership (the "Contest Sponsor" or "Rogers").

1. CONTEST ELIGIBILITY - The Contest is open to

- (i) residents of Canada having reached the age of majority in their province or territory of residence at the time of entry in the Contest,
- (ii) who are the owners of an existing and active Small Business domiciled in Canada, in good standing and having between one (1) and 99 employees inclusively ("Small Business").

Eligible entrants herein individually referred to as "entrant" and altogether "entrants".

Employees of Contest Sponsor, its parent and affiliated companies, representatives, dealers and agents, contest suppliers and judges, and those with whom they are domiciled are not eligible to enter.

2. <u>CONTEST PERIOD</u> – The Contest starts on September 3, 2013 and closes at 11:59:59 pm on October 19, 2013, the **Contest Closing Date**. All times in the present rules are Eastern Daylight Saving Time.

3. HOW TO PARTICIPATE

NO PURCHASE NECESSARY.

The prizes in the Contest will be allocated on a regional basis. Entrants submitting their entry as described below will be part of the region based on the location of the head office of their small business. Regions (individually "**Region**" and collectively "**Regions**") are defined as followed:

	Regions	
1.	British Columbia, Yukon	
2.	Alberta, Saskatchewan, North West Territories, Nunavut	
3.	Ontario, Manitoba	
4.	Québec, Atlantic Provinces	

- **3.1.**To enter, visit the contest website at rogers.com/bigidea during the Contest Period and fully complete the contest entry form with:
 - 3.1.1. your personal information, including your name and contact number, as well as your Business Information

- 3.1.2. the name of your Small Business, including the primary address (head office), business contact number, email address and # of employees of your small business
- 3.1.3. a 350-word essay ("**Essay**") answering the topic question "Tell us how Rogers can give your Business a competitive edge to help achieve your big ideas?

Complete any other information that may be required, confirm your compliance with the present Contest rules and submit the contest entry form as instructed before the Contest Closing Date.

3.2. ACKNOWLEDGEMENTS AND ESSAY REQUIREMENTS

3.2.1. By submitting an Essay, each entrant acknowledges and warrants that the Essay submitted:

- is in connection with the small business of entrant, based on true facts:
- is the entrant's own and original work;
- has not been submitted or accepted elsewhere for publication or broadcast, except on a personal and non-commercial page the entrant may have;
- does not contain any copyrighted works other than as owned by the entrant and therefore, does not contravene or infringe on anyone else's copyright or other intellectual property.
- **3.2.2.** By submitting an Essay in the Contest, entrant also irrevocably grants the Contest Sponsor, its agents, licensees, and assigns the unconditional and perpetual right and permission to store, copy, transmit, post, broadcast, and display, in whole or in part, the Essay on any and all media now known or hereinafter invented, without additional review, compensation, or approval.

By submitting an Essay in this Contest, the entrant agrees to indemnify the Contest Sponsor for any claim, demand, judgment, or other allegation arising from possible violation of someone's trademark, copyright, or other legally protected interest in any way in the entrant's Essay.

3.2.3. <u>ESSAY REQUIREMENTS - In addition to the acknowledgements and warranties listed above and made by entrants when submitting their Essay, each Essay:</u>

- must be relevant to the theme of the Contest;
- shall only be submitted once;
- must not be entered simultaneously in any other contest;
- must not contain complete personal information namely but not limited to, personal contact information, email addresses, contact numbers;
- must contain only content that, in the sole and unfettered discretion of the Contest Sponsor is suitable for all persons.

An Essay will not be considered by the judging panels if it is not compliant with the Requirements listed above and if:

- it includes offensive and/or inappropriate language;
- it is a personal attack on any person, organization, religion, sex, creed, nationality;
- it is not relevant to the theme of the Contest;
- it relates to a small business not owned by entrant (entrant must be the owner of the small business referred to in the Essay);
- it relates to legal matters;
- it encourages others to participate in behaviour that is considered unethical;
- it is assumed to be spam overtly promoting products or services;
- it has been submitted by an entrant having submitted more than one Essay.
- **3.3.** Each entry form fully completed and duly submitted, containing one Essay not exceeding 350 words as instructed, is hereafter referred to as one "entry".

3.4. NUMBER OF ENTRIES PERMITTED

Limit of one (1) entry per eligible entrant/eligible Small Business. Any use of entry methods not authorized by these rules shall be deemed as tampering and will void all of your entries. All entries that are irrelevant to the the theme of the Contest, incomplete, illegible, damaged, and/or containing false entry or contact information will be automatically disqualified by the Contest Sponsor.

3.5. IDENTITY OF ENTRANT AND CONFIRMATION OF SMALL BUSINESS - Upon request by the Contest Sponsor, each entrant must provide the Contest Sponsor with proof of their identity, qualification as an Eligible Entrant, and/or qualification as an eligible Small Business. Any entrant who is not the owner of a Small Business having between one (1) and 99 employees at the time of entry and at the time of the draw and the remittance of the prize, and/or does not conform to or satisfy any condition of the rules at the time of entry, and/or at the time of judging and/or the remittance of the prize will be disqualified by the Contest Sponsor.

The Small business associated with the entry must be in good financial standing and shall not be subject to bankruptcy or insolvency proceedings, or having appointed a receiver or performing any other act of bankruptcy or becoming insolvent over the course of the Contest. By entering this Contest, entrants consent to undergo a background check on their Small Business by the Contest Sponsor when selected as an eligible winner in this Contest.

A selected entrant may be required to provide proof of being the authorized account holder of the e-mail address associated with the selected entry. All entries must be submitted with a valid e-mail account that may be identified by reverse domain name search. The sole determinant of time for the purposes of receipt of a valid entry in this Contest will be the contest server machine(s).

4. <u>REGIONAL PRIZES</u> - Entrants in each Region are eligible to win one of the prizes described below.

4.1. Allocation of prizes per Region

The number of prizes to be awarded per Region are as follows:

	Regions	Grand Prize Allocation	Runner Up Prize Allocation
1.	British Columbia, Yukon	1	2
2.	Alberta, Saskatchewan, North West Territories, Nunavut	1	2
3.	Ontario, Manitoba	2	4
4.	Québec, Atlantic Provinces	1	2

- **4.2. Grand Prize**: each Grand Prize has an approximate retail value of up to \$20,000 and consists of:
 - \$5,000 in cash (payable by cheque)
 - Up to 10 devices, included but not limited to smartphones and tablets
 - Professional Services Mobility Package includes:
 - Wi-Fi kit and 1 year of fully Managed Wi-Fi Service
 - 3 month subscription and deployment services to ProntoForms™ (Mobile Forms)
 - Digital Sign
 - OutRank[™] by Rogers service for 3 months*
 - Vicinity[™] service for 3 months plus the installation kit*
 - Feature in Connected for Business™ magazine
 - * Services to be replaced by their cash value for winners who are residents of Québec, as they are not available in Québec.
 - **4.3.** Runner-up Prizes: each Runner-up Prize has an approximate retail value of up to \$2,000 and consists of:
 - Up to four (4) devices (smartphone and/or tablets)
 - **4.4. ODDS OF WINNING** Odds of winning depend on the number of eligible entries and the quality of the Essays received in each Region, and the number of prizes awarded.
- 5. <u>JUDGING OF ESSAYS (JUDGES AND JUDGING CRITERIA)</u> In each Region, eligible Essays received during the Contest Period will be evaluated in a fair and unbiased two-round judging process.

First Round Judging

In each Region, the First Round Judging is going to be carried out by a panel of judges comprising of five (5) representatives of Contest Sponsor. Once all Essays have been reviewed in a Region, the judges will select, five (5) entries, except for Ontario, Manitoba region which will have ten(10) entries based on the defined criteria described in 5.1. below.

	Regions	Number of Entries/First Round Judging
1.	British Columbia, Yukon	5
2.	Alberta, Saskatchewan, North West Territories, Nunavut	5
3.	Ontario, Manitoba	10
4.	Québec, Atlantic Provinces	5

Second Round (Final Round) Judging

In each Region, the Second Round Judging is going to be executed by an independent panel of judges comprising of four (4) members in the small business and/or technology fields. The judges are individually selected by the Contest Sponsor. In each Region, the Essays selected in the First Round will be evaluated based on the same criteria used in the First round and described in 5.1. below.

5.1. Judging Criteria - All Essays submitted must comply with all the Essay Requirements described in section 3.2. of the present rules and will be judged on the following criteria,:

- 1. Clarity and understandability 33%
- 2. Applicant demonstrates an emotional connection and/or passion for the business 33%
- 3. Authenticity 33%

Decisions by the judging panels in assigning the ratings to the Essays are final and without appeal.

6. CONFIRMATION OF REGIONAL WINNERS

6.1. In each Region (except the Ontario Manitoba Region), the entrant associated with the Essay having obtained the highest score will be the eligible Grand Prize winner. The entrants associated with the Essays having obtained the second and third highest score will be the eligible to a Runner-up Prize Pack.

In the Ontario Manitoba Region, the two entrants associated with the Essays having obtained the highest scores will be the eligible Grand Prize winners and the four entrants associated with the Essays having obtained the next highest scores will be the eligible to a Runner-up Prize. In the event of a tie between entrants for the Grand Prize or the Runner-up Prizes, a random draw will be made by a representative of Contest Sponsor or the independent agency to break the tie and to determine the Grand Prize and/or Runner-up Prize winner.

- **6.2.** Entrants eligible to a prize will be contacted by email at the email address indicated on his/her entry within three (3) to five (5) business days of the Contest Closing Date.
- **6.3.** If a selected entrant cannot be reached within seven (7) business days following the first attempt of contact, incorrectly answers the skill-testing question, declines the prize, or fails to return a Release of Liability as specified, Contest Sponsor reserves the right, at its sole discretion, to select another entrant or to cancel the prize.
- **6.4.** To be declared a winner, selected entrants may need to correctly answer, unaided, a time-limited, mathematical skill-testing question posed by phone (if there is a random draw to break a tie) and will have to return a signed Declaration of Compliance with the Contest Rules and a full Liability and Publicity Release.

7. INVITATION TO THE REGIONAL ROGERS SMALL BUSINESS EVENT

Entrants being selected and confirmed as a Winner in their Region acknowledge that they will be automatically invited to attend one of the regional Rogers Small Business events to be held after the closing of the Contest and the awarding of the prizes. Entrants further acknowledge that they have no obligation to attend such event.

- 8. <u>ACCEPTANCE OF PRIZES</u> Prizes must be accepted as awarded and are not transferable, redeemable, refundable or exchangeable for cash. Contest Sponsor reserves the right to substitute the prize, in whole or in part, with a prize of at least equal value in the event of the unavailability, for whatever reason, of the advertised prize.
- 9. <u>RULINGS</u> The rulings by the Contest Sponsor and/or the panels of judges are final and without appeal in all matters related to the promotion and the awarding of prizes. This Contest will be run in accordance with these rules, subject to amendment by Contest Sponsor and subject to the authorization of the *Régie des alcools, des courses et des jeux du Québec*. Entrants must comply with these rules, and will be deemed to have received and understood the rules by participating in the Contest. The terms of this Contest, as set out in these rules, are not subject to amendment or counter-offer, except as set out herein.
- 10. <u>CONSENT TO PUBLICITY</u> By entering this Contest and/or accepting a prize, entrants consent to the use of their entry, name, city of residence and/or voice, statements, any photographs or other likenesses for publicity, advertising or informational purposes carried out by the Contest Sponsor and/or its advertising agencies in any medium or format without further notice or compensation.

- 11. <u>APPLICABLE LAWS & REGULATIONS</u> -The Contest is subject to all applicable federal, provincial and municipal laws and regulations.
- **12.** <u>COMMUNICATIONS</u> Except the communication with entrants eligible to receive a prize and the invitations sent to winner to attend a Rogers Small Business event, no communications will be made with entrants.
 - Name of the winners in each Region will be announced to the public during the respective regional Rogers Small Business event, and will be posted at rogers.com/bigidea and on the Redboard Biz blog (www.redboardbiz.rogers.com).
- **13. PRIVACY** Rogers is collecting personal data about entrants for the purpose of administering this Contest. No further informational or marketing communications will be received by entrants unless entrants provide Rogers with explicit permission to do so as indicated on the entry form. Please see Rogers' Privacy Policy at www.rogers.com for information on its policy towards maintaining the privacy and security of user information.

14. <u>LIMITATION AND RELEASE OF LIABILITY</u>

- **14.1.** All entries become the property of the Contest Sponsor. Contest Sponsor takes no responsibility for lost, stolen, delayed, damaged, misdirected, late or destroyed entries, or for typographical or other production errors. Contest Sponsor is not responsible for any errors or omissions in printing or advertising this Contest.
- 14.2. Contest Sponsor assumes no responsibility for failure of the internet or the website during the promotional period, for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any email or traffic congestion on the internet or at any website, or any combination thereof including any injury or damage to an entrant's or any other person's computer related to or resulting from playing or downloading any material in the promotion. Contest Sponsor reserves the right, subject to the authorization of the Régie des alcools, des courses et des jeux du Québec, to cancel or suspend this Contest should a virus, bug or other cause beyond their reasonable control corrupt the security or proper administration of the Contest. Any attempt to deliberately damage any web site or to undermine the legitimate operation of this promotion is a violation of criminal and civil laws. Should such an attempt be made, Contest Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.
- **14.3.** By entering this Contest, entrants release and hold harmless the Contest Sponsor, its advertising and promotional agencies and the contest judge(s), their affiliates and respective directors, officers, owners, partners, employees, agents, dealers, representatives, successors and assigns (collectively the "Releasees") from any liability in connection with this Contest or, if declared a winner, the prize.
- **14.4.** Releasees do not assume any responsibility and each entrant releases Releasees from any and all claims, actions, damages, loss, injury, costs, demands and liabilities of whatever nature or kind arising in connection with the Contest and/or prizes including, without limitation, the administration of the Contest, the selection and confirmation of Winner, and the awarding and use of the prize.
- **15. RESIDENTS OF QUÉBEC**: Any litigation in Québec respecting the conduct or organization of a publicity contest may be submitted to the *Régie des alcools, des courses et des jeux du Québec* for a ruling. Any litigation respecting the awarding of a prize may be submitted to the *Régie* only for the purpose of helping the parties to reach a settlement.
- **16.** In the event of any discrepancies between the English and French versions of these rules and regulations, the English version of the rules and regulations shall prevail.

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