Impact 2019 Award Rules & Regulations

PLEASE NOTE: It is your sole responsibility to review and understand your employer's policies regarding your eligibility to participate in trade promotions. If you are participating in violation of your employer's policies, you may be disqualified from entering or receiving awards. Microsoft disclaims any and all liability or responsibility for disputes arising between an employee and their employer related to this matter, and awards will only be awarded in compliance with the employer's policies.

GOVERNMENT EMPLOYEES: Microsoft is committed to complying with government gift and ethics rules and therefore government employees are not eligible.

If you do not agree with this provision and these Official Rules, please do not enter this Competition.

COMMON TERMS USED IN THESE RULES:

These are the official rules that govern how the Microsoft Canada Impact Awards program competition will operate ("Competition").

In these rules, "we," "our," and "us" refer to Microsoft Canada Inc., the sponsor of this Competition. "You" and "Company" refers to an eligible Competition entrant.

COMPETITION DESCRIPTION:

This is a skill-based Competition.

The object of this Competition is to recognize the best Solution(s). For purposes of this Competition, "Solution" means a product application or implementation that: (i) uses the most recent versions of Microsoft technologies; and (ii) alleviates customer pain or solves a related business problem.

Partners will be asked to describe their successful implementation of a Solution for a specific customer and show how the Solution was innovative and added business value. For purposes of this Competition, each "solution" you create will be called an "entry". All eligible entries received will be judged using the criteria described below to determine the winners of the awards described below.

NOTE: If your customer has any proprietary rights in and to the Solution you submit, as a condition of being named a winner in this Competition, your customer must be willing and able to grant to you and Microsoft the right and permission to feature and otherwise describe the Solution in a case study and to use the case study for promotional, editorial, demonstration or any other related purposes. If your customer is not willing to and/or is unable to grant such permission, then you should not enter the Solution in this Competition.

WHAT ARE THE START AND END DATES?

The Impact Awards starts at 12:01 A.M. Pacific Time on April 11, 2019 and ends at 11:59 P.M. Pacific Time on May 12, 2019 ("Entry Period").

CAN I ENTER?

You are eligible to enter this Competition if you meet the following requirements at time entry:

You are a company actively enrolled in the Microsoft Partner Network (MPN) unless otherwise stated, or as it was previously known, the Microsoft Partner Program (MSPP) with a valid MPN ID; you are 18 years of age or older, but are considered a minor in your place of residence, you should ask your parent's or legal guardian's permission prior to submitting an entry into this Competition; and

Your solution was based on a customer within Canada. You are also a Canadian recognized partner as per the Microsoft Partner Membership Centre.

- You are NOT an employee of Microsoft Canada or an employee of a Microsoft subsidiary; and
- You are NOT involved in any part of the administration and execution of this Competition; and
- You are NOT an immediate family (parent, sibling, spouse, or child) or household member of a Microsoft employee, an employee of a Microsoft subsidiary, or a person involved in any part of the administration and execution of this Competition.
- If any entrant submitting Personally Identifying Information (PII) on behalf of another the entrant submitting must have consent (a) to submit the PII; and (b) to use the PII and/or display it as contemplated in the rules (e.g. displaying winners on a website). By submitting, the entrant has agreed they are entering on behalf themselves, or that both (a) and (b) have been met.

This Competition is void outside the geographic area described above and wherever else prohibited by law.

WHAT CONSTITUTES AN ELIGIBLE ENTRY?

To be eligible for judging an entry must meet the following content / technical requirements:

- Submit entries using the Impact Award Submission Tool.
- Submit entries in the English language [Please note that the Solution may be developed in any language but the entry itself must be submitted in the English language].
- Solution must have at least one commercial customer and the solution must have been delivered within the last 18 months.
- Solution must be developed primarily using Microsoft software and/or hardware.

While some of the Competition Award categories are open to all entrants without restriction, many category awards may include stricter entry requirements, including the earning of pre-requisite Microsoft competencies. Entrants can view complete awards descriptions and eligibility criteria. Answers provided in the IMPACT Awards Tool remain confidential and are not made public without the partner's consent.

In addition:

Your entry must be your own original work; and you must have obtained any and all consents, approvals or licenses required for you to submit your entry; and your entry must not otherwise violate the rights of any other person or company by using their trademarks, music, logos, names or images without their express written consent.

Entries may NOT contain, as determined by us, in our sole and absolute discretion, any content that:

Is sexually explicit, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic;

Promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing) or a particular political agenda; is obscene or offensive; defames, misrepresents or contains disparaging remarks about other people or companies;

Communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or violates any law;

We reserve the right to reject any entry, in our sole and absolute discretion, that we determine does not meet the above criteria.

HOW WILL MY ENTRY BE POTENTIALLY USED?

Other than what is set forth below, we are not claiming any ownership rights to your entry. However, by submitting your entry, you:

are granting us an irrevocable, royalty-free, worldwide right and license to: (i) use, review, assess, test and otherwise analyze your entry and all its content in connection with this Competition; and (ii) feature your entry and all content in connection with the marketing, sale, or promotion of this Competition (including but not limited to internal and external sales meetings, conference presentations, tradeshows, and screen shots of the Competition entry in press releases) in all media (now known or later developed);

Agree to sign any necessary documentation that may be required for us and our designees to make use of the rights you granted above;

Understand and acknowledge that Microsoft may have developed or commissioned materials similar or identical to your submission and you waive any claims you may have resulting from any similarities to your entry;

Understand that we cannot control the incoming information you will disclose to our representatives in the course of entering, or what our representatives will remember about your entry. You also understand that we will not restrict work assignments of representatives who have had access to your entry. By entering this Competition, you agree that use of information in our representatives' unaided memories in the development or deployment of our products or services does not create liability for us under this agreement or copyright or trade secret law;

Understand that you will not receive any compensation or credit for use of your entry, other than what is described in these Official Rules.

Please note that following the end of this Competition the details of your entry may be posted on a website for viewing by visitors to that website. We are not responsible for any unauthorized use of your entry by visitors to this website. While we reserve these rights, we are not obligated to use your entry for any purpose, even if it has been selected as a winning entry.

If you do not want to grant us these rights to your entry, please do not enter this Competition.

HOW DO I ENTER?

In order to participate, you must go to the <u>Nomination Website</u> and complete and submit the online entry form, including submission of your entry, as instructed.

You may submit more than one entry in any category and you may be chosen as a finalist and/or winner in more than one category.

We are not responsible for entries that we do not receive for any reason, or for entries that we receive but are not decipherable for any reason.

We will automatically disqualify:

Any incomplete or illegible entry; and

Any entries that we receive from you that are in excess of the entry limit described above.

FINALIST AND WINNER DETERMINATION AND AWARDS

On or around the close of the Entry Period, a panel of judges will review all eligible entries received and select one runner-up finalist and one winner for each of the Competition Awards below See Microsoft Canada Impact Award Guidelines document posted on the Nomination Website. Winners will be contacted in early June 2019, to the e-mail address, the phone number, or mailing address (if any) provided at time of entry and must agree at that time to participate in the Awards Program. We will make three (3) attempts to contact each finalist and winner to confirm their participation. If we are unable to make contact in three (3) attempts, we will notify the next runner-up finalist and give that company the opportunity to verify their participation. PLEASE NOTE that agreeing to participate as a finalist or winner does not mean that you are required to attend Inspire in person.

Finalists, winners and their guests who choose to attend the Inspire 2019 in person are responsible for all registration, travel and personal expenses associated with attending the event.

COMPETITION AWARDS

The 2019 IMPACT Awards are:

- 1. Modern Workplace Innovation Award
- 2. Data Innovation Award
- 3. Al Innovation Award
- 4. Business Applications Innovation Award
- 5. Innovation with Hardware Award
- 6. Hardware Partner of the Year Award
- 7. Infrastructure Innovation Award
- 8. Application Innovation Award FinTech
- 9. Application Innovation Award Manufacturing

- 10. Application Innovation Award Retail
- 11. Application Innovation Award Healthcare
- 12. Application Innovation Award Education
- 13. Application Innovation Award Government
- 14. Commercial Enterprise Partner of the Year
- 15. SMB Scale Direct Partner of the Year
- 16. SMB Scale Indirect Partner of the Year
- 17. SMB Regional Partner of the Year
- 18. New Acquisitions Champion Award
- 19. Sales Excellence Award
- 20. Breakthrough Partner of the Year Award
- 21. Modern Marketing Innovation Award
- 22. Living the Mission Award
- 23. Winning Together Award

Impact Award benefits:

- Customized logos and web banners that help you showcase your company as an honored Microsoft partner.
- Custom public relations templates to help promote your award-winning status. Trophies for winners to signify your success.
- Congratulatory letters from key Microsoft Canada executives for winners and finalists.
- Photo opportunities (winners) with Microsoft Canada executives at Inspire 2019.
- Winners are recognized at Inspire 2019 in Las Vegas, Nevada.
- Winners are also invited to an exclusive awards celebration during Inspire. The event is a unique
 opportunity to network with Microsoft executives and strengthen relationships.

WHAT OTHER CONDITIONS AM I AGREEING TO BY ENTERING?

By clicking the "Accept Rules" button in the Microsoft 2019 Impact Awards Tool submission process for submitting an entry, you hereby acknowledge and agree:

To abide by these Official Rules; and

To release and hold harmless Microsoft Canada and its respective parents, subsidiaries, affiliates, employees and agents from any and all liability or any injury, loss or damage of any kind arising from or in connection with this Competition, or any prize won; and

That Microsoft's decisions will be final and binding on all matters related to this Competition; and

That Microsoft may use your proper name and state/country of residence online and in print, or in any other media, in connection with this Competition, without payment or compensation to you, except where prohibited by law.

That Microsoft may contact you via phone, email and/or mail as it relates to this competition and will include notification of the outcome of the contest, letters to finalists and winners, and invitation to the Finalist Dinner on July 15, 2019 at Inspire in Las Vegas, Nevada.

Finalists should be prepared to provide additional materials required for editorial or promotional purposes and to help promote the 2019 Impact Awards Program. Additional materials may include, but are not limited to, screen images, photographs of the development team, company logo (both on disk and a high-resolution printout), and video source.

WHAT IF SOMETHING UNEXPECTED HAPPENS AND THE COMPETITION CAN'T RUN AS PLANNED?

If someone cheats, or a virus, bug, catastrophic event, or any other unforeseen or unexpected event that cannot be reasonably anticipated or controlled, (also referred to as force majeure) affects the fairness and / or integrity of this Competition, we reserve the right to cancel, change or suspend this Competition. This right is reserved whether the event is due to human or technical error. If a solution cannot be found to restore the integrity of the Competition, we reserve the right to select winners from among all eligible entries received before we had to cancel, change or suspend the Competition.

If you attempt to compromise the integrity or the legitimate operation of this Competition by hacking or by cheating or committing fraud in ANY way, we may seek damages from you to the fullest extent permitted by law. Further, we may ban you from participating in any of our future Competition, so please play fairly.

HOW CAN I FIND OUT WHO WON?

Entrants can find out who won either by attending the awards ceremony during Inspire or by visiting the <u>Nomination Website</u> where the names of the competitions winners will remain posted for 12 months after July 14, 2019.

WHO IS SPONSORING THIS COMPETITION?

Microsoft Canada

Questions? Please email the Impact Award team at cdnmpn@microsoft.com. Please allow two (2) business days for a response.