

Cash Prize for Creative Space Initiative - Open Print Campaign Contest in support of Enable Imaging Cardiovascular Health Product

Contest Detailed Rules

Submission Deadline: 11:59:59 pm EST March 31, 2016

The Enable Imaging Cardiovascular Health Product Contest (the “Contest”) is administered by the Department of Visual Arts at the University of Western Ontario (“Visual Arts”). Enable Technologies Inc. is the sponsor of this contest (the “Sponsor”). Any questions, comments or complaints regarding the Contest should be directed to Visual Arts, at John Labatt Visual Arts Centre, London, Ontario, Canada, N6A 3K7. By participating in this Contest, each Contestant agrees to be legally bound by these official contest entry rules (the “Rules”).

Visual Arts is hosting an open contest for eligible students to contribute submissions for the Enable Vasqscan product global campaign concept (the “Campaign”). Enable Vasqscan is a 3D vascular scanning system owned by Enable Technologies Inc. which evaluates the status and change of the general cardiovascular health of its patients. From a pool of open concept submissions, the Selection Committee will identify a campaign concept that is in line with its corporate vision to be realized in its Chinese product launch. The grand prize winning submission will receive a cash award and, at the sole discretion of the Sponsor, potential realization of the concept or elements thereof in some form in a campaign.

1. CONTEST PERIOD

The Contest is run by Visual Arts and will take place from February 5, 2016 9:00:01 a.m. Eastern Time (“ET”) to April 1, 2016 at 4:59:59 p.m. ET (the “Contest Period”). Visual Arts reserves the right to cancel, terminate, modify, amend, extend or suspend the contest, and select a winner from previously received applicable eligible Submissions.

2. ELIGIBILITY

This Contest is open to:

- (i) an individual who is registered as a student with Visual Arts; or
- (ii) or group of individuals as a team, at least one of whom is registered as a student with Visual Arts, but all of whom are students registered at the University of Western Ontario;

who submit a Submission (each a “Contestant”). A Contestant can submit one or more submissions to the Contest, provided that each Submission is substantially different.

3. SUBMISSIONS

In one or more of the following electronic formats and using the website identified below, each Contestant must submit a concept statement (maximum 500 words) that articulates and unifies the Campaign , and includes a minimum of eight high resolution images which unify the advertisement

concepts in Microsoft Powerpoint file format, Keynote file format, Word document format, PDF file format and/or Jpeg file format (the “Submission”). The Submission may be a collection of video, 2D, or web-based concepts. Ideally concepts may be realized in 2D print or billboard advertising. Contestants should consider the following when making a Submission: (a) evaluation of typical iconic advertising visions of the 20th century (b) reviewing the documentary Art&Copy (PBS) and (c) an open introduction and QA forum by the Sponsor of the product, where the product fits in the market, and the target Chinese market of ~1.4 Billion people. Each Submission must identify the first and last name of each and every individual who has contributed to the Submission and their related email and mailing address(es), must be created solely by the Contestant, must be original and not infringe the intellectual property rights of others (such as copyright or trademark) and must be submitted to Visual Arts in accordance with this Article 3 before the Submission Deadline.

Submissions must be filed using following website:
<https://westernu.slideroom.com/#/permalink/program/29875/2mOHA4LZOS>

Each Contestant grants to Visual Arts and the Sponsor the right to publicly display all or part of their Submission at the Department of Visual Arts or on online social media platforms used by Visual Arts and/or the Sponsor during the Contest Period and waives all moral rights with respect to such display. If a Submission is selected as a Grand Prize or as an Honorable Mention Prize, the Submission will be made public in April 2016 when the winners are announced. Neither Visual Arts or the Sponsor are responsible for any expenses incurred by a Contestant in connection with the participation in the Contest and will not return any materials submitted to the Contest.

4. PRIZES AVAILABLE

There are up to **six (6)** prize(s) available to be won (individually referred to as a “Prize” and collectively referred to as the “Prizes”) consisting of the following:

Prize(s)	# of Winners	Prize Details
Grand Prize	1	The Grand Prize winner will receive \$5,000.00.
Honorable Mention Prizes	0-5	Each winner, if any, will receive \$500.00. Whether a Contestant wins an Honorable Mention Prize is at the sole discretion of the Selection Committee.

All amounts in these Rules are in Canadian dollars. In the event that a Prize is won by a Contestant consisting of two or more individuals, then the Prize will be divided evenly among them (for example, if a Contestant consists of a team of 5 people and the Contestant wins a \$500.00 Honorable Mention Prize, then each individual team member of the Contestant will receive \$100.00).

5. WINNER(S) SELECTION:

5.1 Evaluation and Interview: Between April 1-4, 2016 (the “Selection Period”), a committee consisting of representatives from (i) the faculty at Visual Arts, (ii) the Exploration Lab, and (iii) the Sponsor’s Imaging Business and Marketing Canada/China Team (the “Selection Committee”) will evaluate the eligible Submissions and select up to six Contestants (each then a “Selected Contestant”) to proceed to an interview (the “Interview”). In the event that a Selected Contestant (i) cannot be contacted for an Interview; (ii) fails

to respond within 2 days of being contacted for an Interview; (iii) refuses or fails to attend an Interview; or (iv) otherwise withdraws from the Contest, then the Selection Committee may at its sole discretion disqualify such Selected Contestant and, at its sole discretion, either select another Submission from the remaining eligible Submissions or proceed without selecting another Contestant. After interviewing all of the qualified Selected Contestants, the Selection Committee shall announce the winner of the Grand Prize and the winners of the Honorable Mention Prizes, if any.

5.2 Odds of Winning: The odds of winning a Prize are dependent on the number of eligible Submissions received by Visual Arts before the Submission Deadline in accordance with these Rules.

5.3 Declaration, Release and Assignment Form: In order to be declared the confirmed Prize winner(s), each winning Selected Contestant must, in addition to meeting the Contest eligibility criteria and otherwise complying with these Rules, sign and return within five business days of notification by e-mail, a Declaration, Release and Assignment form prepared by Visual Arts and the Sponsor which, among other things:

- i. confirms compliance with these Rules;
- ii. acknowledges acceptance of the Prize, as awarded;
- iii. releases the Releasees (as defined in Section 7.6) from any liability and damage which could arise out of or in any way related to the Contest and from the awarding, receipt, possession of any Prize; and
- iv. transfer to the Sponsor ownership of their intellectual property rights (including copyright) in the Submission to the Sponsor and waive all of their moral rights in their Submission in favour of the Sponsor;
- v. grant to Visual Arts and the Sponsor to right use, reproduce and/or publish in any related publicity, his/her name, Submission, photograph, voice, image, likeness, biographical information, any statements made regarding the Prize(s) or their Submission for advertising and promotional purposes in perpetuity and in any manner and in any medium (including the internet), without any compensation or further attribution or notification.

If a winning Selected Contestant:

- i. fails to return the properly executed Declaration, Release and Assignment form within the specified time;
- ii. cannot accept a Prize for any reason; or
- iii. otherwise fails to comply with the Rules;

then he/she/they will be disqualified (and will forfeit all rights to the Prize) and Visual Arts and the Sponsor reserve the right, in its sole and absolute discretion, to select from among all remaining eligible Submissions an alternate Selected Contestant as the potential winner of the Prize (in which case the foregoing provisions of this section shall apply to such new potential prize winner).

6. AWARDING OF PRIZES(S)

6.1 Prize Recipient(s): A confirmed Prize winner who has properly completed and delivered to Visual Arts a signed Declaration, Release, and Assignment Form will receive his/her/their Prize within two weeks after selection.

6.2 Prizes Notification: Visual Arts and the Sponsor will determine how the presentation of each Prize will occur and this may be either in a media event, by email, regular mail or in person.

7. GENERAL TERMS AND CONDITIONS

7.1 Verification of Submissions: Visual Arts reserves the right, in its sole and absolute discretion, to verify or require proof of identity and/or eligibility (in a form acceptable to Visual Arts) from any Contestant in this Contest. A Contestant whose Submission cannot be verified to the satisfaction of Visual Arts, in its sole and absolute discretion, may be disqualified from the Contest and will not be eligible to win a Prize. In that case, Visual Arts reserves on behalf of the Selection Committee the right to conduct a reselection of a Selected Contestant by means of a further evaluation.

7.2 No Liability: The Releasees (defined below in Section 7.6) will not be liable for: (i) any failure of the submission website, Visual Arts's servers or other sites during the Contest; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any email from the Contestant to be received by Visual Arts or; (iv) any injury or damage to a Contestant's, or any other person's computer related to or resulting from participating or downloading any material in the Contest; and (v) any combination of the above.

7.3 Acceptance of a Prize: Each Prize must be accepted as awarded and is not transferable or (except in Visual Arts's and the Sponsor's sole and absolute discretion).

7.4 Number of Prizes/Winners : By entering the Contest, each Contestant acknowledges that Visual Arts and the Sponsor shall not be required under any circumstances to award more prizes than the number of available prizes, as set out in these Rules. In the event that, for any reason whatsoever (including without limitation, as a result of an error, malfunction or defect in the design, advertising, management, implementation or administration of the Contest, whether mechanical, electronic, human or otherwise) the number of declared winners or the number of prizes claimed by Contestants is greater than the number of prizes available, Visual Arts and the Sponsor reserve the right, in their sole and absolute discretion, to end the Contest in whole or in part, without notice, and to award the correct number of prizes among the correct number of winners, selected in accordance with these Rules from among those eligible Submissions validly submitted prior to the termination of the Contest.

7.5 Termination of Contest : Visual Arts reserves the right to void any Submission and/or withdraw, suspend, amend or terminate this Contest in whole or in part (or to amend these Rules) in any way at any time without prior notice (but subject to applicable law), in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of Visual Arts that, in its sole discretion determines, interferes with the proper conduct of this Contest as contemplated by these Rules, or in the event of any accident, printing, administrative, or other error or any kind, or for any other reason. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made, the person will be automatically disqualified and the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law.

Visual Arts reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any Contestant, or Submission with these Rules, or as a result of technical problems, or in light of any other circumstances which, in the opinion of Visual Arts, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules.

7.6 Release and Exclusion of Liability. By entering or attempting to enter the Contest, each Contestant and/or purported contestant agrees to release, discharge, and forever hold harmless Visual Arts and the Sponsor, and their respective officers, directors, employees, agents and other representatives (collectively, the “**Releasees**”) from any and all claims, actions, damages, demands, manner of actions, causes of action, suits, debts, duties, accounts, bonds, covenants, warranties, indemnities, claims over, contracts and liabilities of whatever nature or kind arising out of, or in connection with the Contestant’s participation or attempted participation in the Contest, compliance or non-compliance with these Rules and acceptance, use or misuse of a Prize. The Releasees will not be responsible for any lost, incomplete, late or misdirected Submission or for any failure of the Contest website during the Contest Period, or for any technical malfunction or other problems with, any telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software or for any technical problems or traffic congestion on the Internet or at any website, or any combination of the foregoing, and will not be liable for any resulting injury or damage to any person or property arising from, or relating to, that person’s or any other person’s participation or attempted participation in the Contest.

7.7 Minors : For greater certainty, where the Selected Contestant is under the age of majority, as a pre-condition to the Selected Contestant being declared the winner and receiving a Prize, the parent or legal guardian of the selected contestant must consent in writing to the Selected Contestant being declared a winner and receiving a Prize and must also sign and return to Visual Arts and the Sponsor the form(s) of Declaration, Release and Assignment documentation (see Section 5.4 above).

7.8 Name/Image of Winners and Content :

(a) By entering the Contest or submitting an Submission, each Contestant:

- i. authorizes Visual Arts and the Sponsor to use, reproduce and/or publish in any related publicity, his/her name, photograph, image, voice, likeness, biographical information, Submission, and any statements they make regarding a prize or their Submission for advertising and promotional purposes in perpetuity and in any manner and in any medium (including the Internet), without any compensation or further attribution or notification and waiving all moral rights in favour of Visual Arts and the Sponsor;
- ii. agrees that anything created by Visual Arts or the Sponsor which is derived from the Contestant’s Submission, photograph, image, voice, likeness or any statements the Contestant makes regarding a Prize, is owned by Visual Arts and the Sponsor; and
- iii. on his/her/their own behalf, and on behalf of his/her/their heirs, executors, administrators, personal representatives, successors and assigns, hereby release and discharge the Releasees (as defined in Section 7.6) from and against any and all claims (whether known or unknown, in law or in equity) that he/she/they or any of his/her/their heirs, executors, administrators, successors, or assigns may have or that may later accrue against any of the Releasees for any damage, loss, liability, costs, legal fees, expenses or injury based on publicity rights, defamation, libel, slander, portrayal in a false light, invasion of privacy, copyright infringement, trademark infringement or any

other intellectual property related cause of action arising out of or relating directly or indirectly in any way to the Submission, name, photograph, image, voice, likeness, biographical information, and/or any statements they make regarding a Prize or Submission.

(b) If a Contestant has any questions or does not wish Visual Arts and the Sponsor to use any or all of his/her/their name, photograph, image, voice, likeness, biographical information, and/or any statements made regarding a Prize or their Submission, for purposes other than Contest administration, please contact the Department of Visual Arts at John Labatt Visual Arts Centre, London, Ontario, Canada, N6A 3K7.

7.9 Personal Information : By entering this Contest, each contestant expressly consents to Visual Arts, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her/their Submission only for the purpose of administering the Contest and in accordance with Visual Arts's privacy policy (www.uwo.ca) and the *Freedom of Information and Protection of Privacy Act* (Ontario), unless the Contestant otherwise specifies by giving Visual Arts notice in writing. In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any contest-related materials, these Rules shall prevail, govern and control.

7.10 Applicable Law, Attornment and Decisions: This Contest and these Rules shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. Visual Arts, the Sponsor and the contestants hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario. The decisions of Visual Arts and the Sponsor with respect to all aspects of this Contest are final and binding on all Contestants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Contestants and their Submissions.

7.11 Waiver: Failure by Visual Arts and the Sponsor to enforce any of their rights at any stage does not constitute a waiver of those rights.

7.12 Severability: Each term and provision of these Rules shall be valid and enforceable to the fullest extent permitted by law and any invalid, illegal or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision.

7.13 Captions & Headings: The captions and headings of clauses contained in these Rules preceding the text of the articles, sections, subsections and paragraphs hereof are inserted solely for convenience and ease of reference only and shall not constitute any part of these Rules, or have any effect on their interpretation or construction.