

## RULES AND REGULATIONS

1. These rules and regulations (“**Rules**”) apply to the Industrial’s Free Website Competition 2020 (“**Competition**”) being run by Industrial Media Inc. (“**Industrial**”) and may change without notice.
2. **TO ENTER** the Competition, entrants in Ontario simply visit the website located at <https://industrialagency.ca/industrials-free-website-competition-2020-entry-form> and submit your entry by filling out the form (“**Entry Form**”). All entries must include your first name, last name, organization name, what type of organization, organization’s mission, why your organization deserves to win, organization’s registered office and mailing address, and e-mail address. Entrants must set out a short text about their mission and why they deserve to win. Limit of one (1) entry per eligible entrant. If it is discovered that you attempted to enter more than once, all your entries will be void. No purchase necessary.
3. **COMPETITION PERIOD:** The Competition starts Friday, April 24, 2020 at 6:00 PM and the deadline to enter is May 17, 2020 at 5:00 PM EST. The winner will be announced via email and on social media channels on May 22, 2020 by 5:00 PM EST.
4. **ELIGIBILITY:** To enter and to be eligible to win, entrants must:
  - a. Be a for-profit company, registered charity, or non-profit organization (incorporation required) with registered head offices in Ontario, Canada;
  - b. Be an organization with an initiative whose goal is to have a positive impact on (or represents a group that is on the frontlines of) the COVID-19 pandemic in Ontario;
  - c. Be an organization with no history of discrimination based upon race, colour, religion, creed, nationality, ancestry, disability, gender, sexual orientation, age, or any other characteristic protected by Canadian law;
  - d. Be an organization that is in need of either (i) a new website, or (ii) a redesign of an existing website; and
  - e. Answer a skill-testing question.

Individuals submitting an Entry Form on behalf of an entrant must be eighteen (18) years of age or older and must have authority to bind the entrant.

5. **PRIZE:** There is one prize to be won. The Winner will receive services from Industrial to provide a mobile-friendly, custom-designed and developed website, or redesign of their existing website valued at up to CDN \$25,000 (“**Prize**”), including:

- **Planning & Discovery** - Industrial will spend time developing a clear understanding of your current state and future business goals. You will receive:
  - 2-hour discovery and planning session
  - Dedicated project manager throughout the project managing a timeline and all communications
  - Detailed scope documentation will be delivered once full project discovery is completed
- **User Experience Research** - Industrial will conduct a review to understand who the primary users are for your website and provide a strategic recommendation for targeting them. You will receive:
  - Up to 3 personas
  - Journey mapping session
  - Up to 3 user interviews
  - Content audit + strategy recommendations
- **User Experience Design** - Industrial will outline the navigation structure and page layouts. You will receive:
  - Information architecture
  - Up to 6 wireframes with up to two revisions
- **Graphic Design** - Industrial will extend your brand through compelling visual design for your website. You will receive:
  - Moodboard
  - Design concept with up to two revisions
  - Design mockups of up to 4 unique page templates (including mobile friendly design)
- **WordPress Content Management Development** - Industrial will handle all of the development of your new website by configuring the content management software for your needs and following best quality assurance standards. You will receive:
  - Convert design to front-end markup
  - Digital style-guide/framework
  - CMS set up in WordPress
  - Hosting set up
  - Content types and taxonomies set up
  - Blog, search, other features depending on requirements
- **Content Population & Training** - Industrial will train your team on how to go about adding new content or changing old content on your new website. You will receive:
  - 2-hour training session
  - Populate content of up to 6 pages
- **Launch** - Industrial will help make your website public
- **Maintenance and Support.** You will receive:
  - 30-days free support within the scope of the project
  - 2 training sessions
  - Access to WordPress tutorial videos

The Prize may not be sold, transferred and is not convertible to cash. Any unused portion of the Prize will be forfeited and have no cash value. Industrial reserves the right to substitute a component of the Prize for a component of equal or greater value if the Prize (or any portion thereof) cannot be awarded for any reason.

The Winner agrees to provide necessary materials to Industrial to enable the timely completion and delivery of the Prize, including all text content and photographs (including translations, stock photos, if necessary, at the Winner's expense), and purchasing a domain and hosting account suitable for running a modern [WordPress](#) website at their own expense. Other than the 30-day free support set out at Section 5 (Prize), Industrial is not responsible for ongoing website maintenance or third-party licenses or fees required for the continued functionality of the website. The Prize will be delivered subject to Industrial's normal service terms, a copy of which will be provided for execution by the Winner prior to delivery of the Prize. By entering into this Competition, while Industrial and the Winner will agree on a timeline, the entrants agree that the Prize may be delivered over several months and is dependent on entrant's contribution to the Prize.

6. **DETERMINATION OF FINALISTS AND WINNERS:** The Industrial team will review all entries and select a shortlist of up to three (3) entrants by comparing each entrant on how they have helped Canadians deal with COVID-19. Our team will subsequently vote to determine the winning entry. The entry with the most votes from among our Industrial team will be the winner. Industrial may, in its sole and absolute discretion, reach out to entrants with follow-up questions about their organizations via Zoom. The Winner will be required to correctly answer a skill-testing question before the Prize is awarded.
7. **NOTIFICATION:** Industrial will select the Winner who will be notified by email by May 15, 2020 by 5:00 PM EST on how to claim the Prize. Industrial may, in its sole and absolute discretion, contact shortlisted entrants to request, and entrants agree to provide, proof of eligibility and identification.
8. **ODDS OF WINNING:** The Competition is a skill-based competition. The odds of winning a Prize will depend on the number of eligible entries received before the Entry Deadline and the quality of those entries. Prior purchase or relationship with Industrial will not increase the likelihood of winning. Proof of identification must be provided upon request. In the event that a shortlisted entrant does not comply with the Rules, Industrial shall have the right to disqualify the shortlisted entrant, and choose an alternate shortlist entrant, and Industrial shall be fully and completely released and discharged from any liability or responsibility in this regard. Once the Prize allocation has been determined by Industrial, it will be

announced on the Announcement Date and may be posted on Industrial's website, and/or any of Industrial's social media pages or platforms.

## GENERAL RULES

9. **Acceptance of the Rules.** By entering this Competition, the entrants acknowledge and agree to abide and be bound by these Rules. The entrants acknowledge that winning the Prize is contingent upon fulfilling all requirements under these Rules. All decisions of Industrial with respect to any aspect of this Competition, including without limitation, the eligibility of entries, are final and binding on all entrants. By entering this Competition and submitting an Entry Form, the individual filling the form on behalf of the entrant represents and warrants that they have the authority to bind the corporate entrant.
10. **Assignment of Entries.** All entries become property of Industrial. By submitting an entry for the Competition you represent and warrant that there is no third party copyrighted material in the entry, or that you have received all necessary permissions/licenses for any third party copyrighted material, and you irrevocably assign, transfer and set over unto Industrial, all right, title and interest in all copyright and any related intellectual property rights that exist in Canada and all other countries worldwide in the entry. Industrial has the right to edit, display and otherwise use the entry.
11. **Promotion Consent.** By entering this Competition, entrants agree that Industrial, and its promotion or advertising agencies, agents and representatives shall have the right and permission to use your name, voice, city/province of residence, photograph, and/or likeness for advertising and/or trade and/or any other purpose in any media or format now or hereafter known without further compensation, permission, or notification.
12. **License Grant.** By entering this Competition, entrants grant Industrial a limited, non-exclusive, transferable, worldwide, royalty-free, paid-up, irrevocable, perpetual, sublicensable license to display any official marks, trade-marks, trade-names, logos ("**Marks**") owned by the entrant on Industrial's website or social media pages or platforms.
13. **Disclaimer.** Industrial does not assume any responsibility for incorrect or inaccurate capture of entry information, technical malfunctions, human or technical error, seeding or printing errors, lost, delayed or garbled data or transmissions, omission, interruption, deletion, defect or failures of any telephone or computer line or network, computer equipment, software or any combination thereof. In addition, Industrial shall not be responsible for any problems, failures or technical malfunction of any computer online systems, servers, providers, computer

equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing or otherwise. Entry materials or data that have been tampered with or altered are void. If for any reason, in the opinion of Industrial, in its sole and absolute discretion, the Competition is not capable of running as originally planned, or if the administration, security, fairness, integrity or the proper conduct of the Competition is corrupted or adversely affected, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond its control, Industrial reserves the right to cancel, terminate, modify, amend, extend or suspend the Competition, and select a winner from previously received eligible entries. Industrial reserves the right to modify the Rules without material affecting the terms and conditions hereof. Industrial reserves the right, in its sole and absolute discretion, to disqualify any individual or organization they find to be tampering with the entry process or the operation of the Competition or to be acting in violation of the Rules or otherwise in a disruptive manner. Any attempts to deliberately damage the Competition website or to undermine the legitimate operation of this Competition may be a violation of criminal and civil laws and should such an attempt be made, Industrial reserves the right to seek remedies and damages to the fullest extent of the law. Industrial shall not be held responsible for any errors or negligence that may arise or occur in connection with the Competition, including any damage to an entrant's computer equipment, mobile device, system, software or any combination thereof, as a result of their participation in this Competition or from downloading any material from the Competition website.

- 14. Laws and Privacy.** This Competition is subject to all applicable federal, provincial and municipal laws and regulations and is void where prohibited. Personal information (as defined in PIPEDA), including the types of information set out in Section 2 of these Rules, collected from entrants (specifically individual(s) who submitted the entry on behalf of the entrant, "**Contact Person(s)**") will be used by Industrial for the purpose of administering this Competition, determining a winner, and providing the Prize to the winning entrant. If consent is given at the time of entry, Industrial may use personal information of the entrant or Contact Person(s) to provide marketing or promotional information relating to new and existing products, services and events of Industrial. Those who consent to receive marketing or promotional information retain the right to withdraw their consent at any time by contacting us at [rod@industrialagency.ca](mailto:rod@industrialagency.ca). Industrial will not otherwise sell, share or disclose the personal information of Contact Person(s) or entrants with third parties, other than to third parties engaged by Industrial to fulfil the above purposes or as permitted or required by law. Industrial will keep all personal information in its internal server system, which may only be accessed by Industrial authorized personnel, and for a period of 6 months following the completion of the Competition, or as required by law. Industrial does not intend to

collect personal information of individuals under the age of eighteen (18) years of age. Entrants and Contact Person(s) must not send Industrial any sensitive or otherwise confidential information. By entering this Competition, entrants and Contact Person(s) acknowledge that while Industrial takes steps to avoid security breaches by implementing physical, technical, and administrative safeguards, there is always a risk to the entrant or Contact Person's personal information if an unauthorized party breaches Industrial's system. Entrants or Contact Person(s) may at any time request access to their personal information, or request Industrial to update their personal information by contacting Industrial at [rod@industrialagency.ca](mailto:rod@industrialagency.ca) (Industrial may request verification of identification upon such requests). Industrial encourages entrants and Contact Person(s) to contact [rod@industrialagency.ca](mailto:rod@industrialagency.ca) about Industrial's privacy practices.

15. **Intellectual Property Ownership.** All intellectual property used in connection with this Competition, including but not limited to, Marks, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations owned (or licensed, as the case may be) by Industrial. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.
  
16. **Release.** By entering this Competition, each entrant forever releases, discharges, indemnifies and holds harmless Industrial and its representatives, agents, advertising and promotional agencies, directors, officers and employees, from and against any and all injuries, liability, losses and damages of any kind arising in connection with the entrant's participation in this Competition or his or her acceptance (or inability to accept or enjoy), use or misuse of the Prize in connection with this Competition. Each entrant agrees to fully indemnify Industrial from any and all claims by third parties relating to the Competition, without limitation.