

## Impact 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 2015 Impact Awards start at 12:01 A.M. Pacific Time on February 20, 2015, and end at 11:59 P.M. Pacific Time on April 20, 2015 ("Entry Period").

### CAN I ENTER?

You are eligible to enter this Competition if you meet the following requirements at the time of 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; and
- You are 18 years of age or older. Be advised, however that if you 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; and
- 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.

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 more strict 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, tradeshow, 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 in this Competition, you must go to the Competition Web site at <https://mspartner.microsoft.com/en/ca/Pages/Impact-Awards-winners-2015.aspx> 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 the Microsoft Canada Impact Award Guidelines document posted on <https://mspartner.microsoft.com/en/ca/Pages/Impact-Awards-winners-2015.aspx>. Winners will be contacted in mid-late May 2015, 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 the Worldwide Partner Conference in person.

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

#### COMPETITION AWARDS

The 2015 Impact awards are:

- INFRASTRUCTURE INNOVATION AWARD
- FASTEST GROWING WESTERN CLOUD PROVIDER OF THE YEAR AWARD
- FASTEST GROWING EASTERN CLOUD PROVIDER OF THE YEAR AWARD
- FASTEST GROWING CENTRAL CLOUD PROVIDER OF THE YEAR AWARD
- BIG DATA – BI INNOVATION AWARD
- INNOVATION IN DYNAMICS CRM AWARD
- INNOVATION IN DYNAMICS ERP AWARD
- WINDOWS APPLICATION DEVELOPER AWARD
- DIGITAL MARKETING INNOVATION AWARD
- ENTERPRISE PUBLIC CLOUD INNOVATION AWARD
- CITIZENSHIP AND COMMUNITY AWARD
- BUSINESS PRODUCTIVITY INNOVATION AWARD
- DIGITAL LITERACY AWARD
- PARTNER HOSTED CLOUD INNOVATION AWARD
- 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 (winners) and plaques (finalists) to signify your success.

Congratulatory letters from key Microsoft Canada executives for winners and finalists.

Photo opportunities (winners) with Microsoft Canada executives at WPC 2015.

Winners are recognized at the Worldwide Partner Conference in Orlando, Florida.

Winners are also invited to an exclusive awards celebration during WPC. The event is a unique opportunity to network with Microsoft executives in specific business areas and strengthen relationships with Microsoft business groups.

WHAT OTHER CONDITIONS AM I AGREEING TO BY ENTERING?

By clicking the “Accept Rules” button in the Microsoft 2015 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 of 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.

Finalists should be prepared to provide additional materials required for editorial or promotional purposes and to help promote the 2015 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 by 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 Competitions, so please play fairly.

#### HOW CAN I FIND OUT WHO WON?

Entrants can find out who won either by attending the awards ceremony during WPC or by visiting <https://mspartner.microsoft.com/en/ca/Pages/Impact-Awards-winners-2015.aspx> where the names of the competitions winners will remain posted for 12 months after July 17, 2015.

#### WHO IS SPONSORING THIS COMPETITION?

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