

CANADIAN INCLUSIVITY, DIVERSITY & EQUITY IN ADVERTISING (“IDEA”) COMPETITION

THE CANADIAN INCLUSIVITY, DIVERSITY & EQUITY IN ADVERTISING COMPETITION (THE “**IDEA COMPETITION**”) IS INTENDED TO BE CONDUCTED IN CANADA AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. THE IDEA COMPETITION IS OPEN TO RESIDENT CANADIAN ADVERTISING AGENCIES ONLY (“**COMPETITORS**”), AND THOSE COMPETITOR EMPLOYEES SUBMITTING ENTRIES ON BEHALF OF COMPETITORS (“**PARTICIPANTS**”) MUST BE THE AGE OF MAJORITY OR OLDER IN THEIR PROVINCE OR TERRITORY OF RESIDENCE AT THE TIME OF ENTRY. VOID IN WHOLE OR IN PART WHERE PROHIBITED BY LAW. ENTRY IN THE IDEA COMPETITION CONSTITUTES ACCEPTANCE OF THESE COMPETITION RULES (THE “**COMPETITION RULES**”).

1. ELIGIBILITY. To be eligible for the IDEA Competition, Competitors must:

- (a) be an communications agency with a permanent establishment in Canada.
- (b) have entries submitted by Participants who are of the age of majority or older in his/her province or territory of residence at the time of entry.
- (c) have a client who has consented in writing to be included as part of the Competitor’s submission (along with a client contact for verification purposes).
- (d) be the sole owner of all right, title and interest (including copyright) in and to the Work (as defined below) submitted in connection with the IDEA Competition.
- (e) have the resources and capability of producing audio-visual content based on the Work, and compliance with the full terms and conditions applicable to the Prize (see also Section 6 below), if the Work is chosen as the winner of the IDEA Competition.

Employees of the Institute of Communication Agencies (“**ICA**”) and Bell Media Inc. (“**Prize Provider**”) (ICA and Prize Provider collectively, the “**Competition Providers**”), their respective affiliates, subsidiaries, related companies, advertising and promotional agencies, Competition Judges (as defined below) of the IDEA Competition and the household members of any of the above, are not eligible to participate in the IDEA Competition.

The Competition Providers shall have the right at any time to require proof and/or verification of identity of the Participant and/or Canadian residency of the Competitor and/or other eligibility criteria for any involved party, in a form acceptable to the Competition Providers to participate in the IDEA Competition. Failure to provide such proof and/or verification, or meet all of the eligibility requirements may result in disqualification. All personal and other information requested by and supplied to the Competition Providers for the purpose of the IDEA Competition must be truthful, complete, accurate and in no way misleading. The Competition Providers reserve the right, in their sole discretion, to disqualify any Competitor or entry should such Competitor or entry fail to meet all of the eligibility requirements or, at any stage, supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

2. COMPETITION PERIOD. The IDEA Competition begins Monday, March 8 2021 at 9 am local time in Toronto and ends Friday, April 23, 2021 at 11:59 pm local time in Toronto (the “**Competition Period**”) after which time the IDEA Competition will be closed and no further entries shall be accepted. The Competition Providers’ designated server’s clock will be the official time-keeper for the Competition Period.

3. HOW THE IDEA COMPETITION WORKS. The ICA is asking for new communications campaign ideas from eligible communications agencies that best connect and represent Canada’s Indigenous communities. The ideas must be supported by a brand or client and form part of that brand’s or client’s communication strategy. These

ideas and supporting narrative will be placed in front of the Competition Judges (as defined in Section 8 below) comprised of industry experts and Indigenous creatives. With the best idea and strategy selected to win the Prize (as defined in Section 6 below).

4. HOW TO ENTER. There is no purchase necessary to enter the IDEA Competition. Enter using any of the methods of entry outlined below. Entries must include new creative executions in English and French. No entries will be accepted by any other means:

(a) The following methods of entry are acceptable (only methods of entry that are checked are permitted):

Online Entries. To enter online, complete and submit the entry form located at <https://theica.ca/idea-competition-entry-draft> (the “**Competition Website**”).

(b) Where required, each Participant must submit the following items (the “**Work**”) together with their entry (all boxes apply, whether checked or not) on behalf of a Competitor:

Visual. Visual board showing key visuals in support of the entry idea. There should be one (1) key visual and, if necessary, supporting visuals to further illustrate the entry idea, including proposed appearance in various media channels. The key visual board should be no larger than C / A2: 420mm x 594mm or 16.54 inches x 23.39 inches and can be used horizontally or vertically, with a maximum file size of ten megabytes (10MB).

Written Essay. Written responses to questions, each response to be no more than five hundred (500) words.

Client Brand Sign Off. A letter of authorization from a senior member of the client brand associated with the entry expressly referencing the IDEA Competition.

Other. If necessary to understanding the entry idea, please upload a Word document example of a sample script illustrating the entry idea, with a maximum file size of five megabytes (5MB).

(c) With respect to each Work, Competitor represents and warrants that such Work:

(i) is original to the Competitor and all right, title, and interest (including copyright) therein and thereto is owned and/or controlled by the Competitor to the full extent necessary to enable the Competition Providers to use the Work as contemplated by these Competition Rules;

(ii) does not violate any law, statute, ordinance or regulation;

(iii) does not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their jurisdiction of residence;

(iv) does not infringe upon the intellectual property or other statutory or common law rights of any third party;

(v) includes a Competitor client brand with the consent in writing of the client (including client contact information for purposes of verification by the Competition Providers);

(vi) is free of all claims, liens and encumbrances, contingent or otherwise, with respect to: (a) rights from individuals depicted or appearing therein and/or rendering services or furnishing materials therefor and (b) music fees, tariffs and/or royalties, excluding customary performing rights societies, such as SOCAN or ASCAP; and (ii) not contain any advertising matter for which direct or indirect compensation has been or shall be receivable or payable; (iii) not violate any applicable law or regulation (statutory, common law, civil law, or otherwise) or any advertising standards; and

- (v) is not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity, alcohol/drug consumption or smoking, explicit or graphic sexual activity, or sexual innuendo, crude, vulgar or offensive language and/or symbols, derogatory characterizations of any ethnic, racial, sexual or religious groups, content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct, personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic), commercial messages, comparisons or solicitations for products or services other than products of the Competition Providers; any identifiable third party products, trademarks, brands and/or logos, other than those of the Competition Providers, conduct or other activities in violation of these rules and/or any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Competition Providers in their sole discretion.
- (d) There is no limit to the number of entries per Competitor during the Competition Period, but no more than one entry per client brand. If it is discovered that any Competitor or Participant attempted to: (i) use a script, macro, robotic, programmed, or any other automated means to participate in the IDEA Competition; or (ii) falsified, copied without permission or otherwise may have violated any applicable law or rule or requirement, the Competition Providers, in their sole discretion, may disqualify such Competitor and/or Participant, and all entries may be subject to disqualification.
- (e) All entries including the submitted copy of the Work becomes the sole property of the Competition Providers and none will be returned for any reason. Entries must be received no later than the end of the IDEA Competition Period. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged or copied without permission or otherwise unlawfully, garbled or mechanically or electronically reproduced. No communication or correspondence will be exchanged with entrants except with those selected for the Prize (as defined below), or otherwise for Competitor, Participant or client verification purposes.
- (f) Where entries are received online, entries shall be deemed to be submitted by the Participant on behalf of the Competitor who is the authorized account holder of the e-mail address associated with the entry. For the purpose of the Competition Rules, "authorized account holder" of an e-mail address is defined as the Competitor who is the employer of the Participant. Competitors and/or Participants may be required to provide the Competition Providers with proof that the selected entrant is the authorized account holder of the e-mail address associated with the winning entry.

5. SOCIAL MEDIA RULES (IF APPLICABLE). The IDEA Competition is not running on Social Media.

6. PRIZING. Prizing for the IDEA Competition consists of one (1) prize of CAD\$1,000,000 worth of in-kind advertising media value (based on standard rates only - any agency discounts or otherwise negotiated rates do not apply), to be evaluated, scheduled and managed at the sole discretion of the Prize Provider (the "**Prize**"). All Prize Provider platforms (including TV, radio, OOH and digital) are available to the Winner (as defined below). The Winner (as defined below) agrees that it is responsible for all costs associated with finalizing their winning campaign and delivering it to the Prize Provider. The Prize has an approximate value of CAD\$1,000,000 based on standard rates only - any agency discounts or otherwise negotiated rates do not apply. The confirmed and verified (in accordance with these Competition Rules) winner of the Prize is hereinafter referred to as the "**Winner**". The Winner is not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any. Prize is subject to Bell Media Inc. standard ad terms and media contracts.

7. PRIZE AWARD. The Prize will be distributed without undue delay after the Winner has been determined and verified in accordance with these Competition Rules. The Prize is subject to media availability and may not be used towards premium media including, but not limited to, premium sporting events, awards shows, and program finales, all of which shall be determined at the sole discretion of the Prize Provider. The full value of

the Prize must be spent by no later than December 31, 2021 and is only redeemable towards the brand campaign determined as the Winner. Failure to spend the Prize within the allotted time period will result in disqualification and forfeiture of all rights to any unused portion of the Prize, in the Prize Provider's sole discretion. The Prize must be accepted as awarded and cannot be transferred, assigned, exchanged, substituted or redeemed for cash, or used as credit in any manner whatsoever (including toward another campaign or existing or future buy), except at the sole discretion of the Prize Provider. Any unused portion of a Prize will be forfeited and have no redemption value. The Competition Providers reserve the right, in its and their sole discretion, to substitute a prize of equal or greater value if the Prize (or any portion thereof) cannot be awarded for any reason.

8. WINNER SELECTION. The Winner shall be selected as follows:

- (a) On or about Friday, June 11th 2021 at 9 am local time in Toronto, Ontario, one (1) entry will be selected as the Winner by a panel of judges as detailed below in Judging Criteria (the "**Competition Judges**"). The odds of being selected as the Winner are dependent upon the number of eligible entries received and the ability of an entry to satisfy the judging criteria.
- (b) Judging criteria will be based on the criteria listed below. The Competition Judges, in their absolute discretion, shall select the Winner based upon such criteria. The decisions of the Competition Judges shall be final and binding and may not be challenged in any way.

Judging Criteria: A group of diverse creative and marketing industry professionals, individually and collectively comprising the Competition Judges, will review each entry. The Competition Judges will be charged with selecting which entry, in their opinion, best targets and reflects the Indigenous communities of Canada and otherwise complies with the Rules. Alongside the creative idea(s), the Competition Judges will also review written submissions that outline how Indigenous people are included in the creation and production of the idea(s) and how this campaign fits into the agency and client brand's overall diversity, equity and inclusion strategies and actions.

The creative idea authentically targets and/or represents the Indigenous communities of Canada.

The entry has demonstrated how Indigenous communities have been and will continue to be involved in the creation and execution of the campaign idea.

The entry has shown that their business and their client brand's business is committed to positive diversity, equity and inclusion.

The entry has demonstrated how this campaign idea fits into a long-term diversity, equity and inclusion strategy for the brand.

- (c) THE COMPETITOR ASSOCIATED WITH THE ENTRY SELECTED AS POTENTIAL WINNER WILL BE NOTIFIED BY TELEPHONE OR E-MAIL NO LATER THAN THE 11TH DAY OF JUNE, 2021 AT 5 PM LOCAL TIME IN TORONTO, ONTARIO AND MUST RESPOND WITHIN SEVENTY-TWO (72) HOURS OF NOTIFICATION. Upon notification, the Competitor associated with the entry selected as potential winner must respond by telephone to the contact number provided in the notification, and such Competitor's response must be received by the Competition Providers within seventy-two (72) hours of such notification. If the Competitor associated with the entry selected as winner does not respond in accordance with the Competition Rules, such entry will be disqualified and will not receive the Prize and another entry may be selected in the Competition Providers' sole discretion until such time as a Competitor satisfies the terms set out herein. The Competition Providers are not responsible for the failure for any reason whatsoever of a selected Competitor to receive notification or for the Competition Providers to receive a selected Competitor's

response.

- (d) If, as a result of an error relating to the entry process, judging process, winning entry selection or notification process, or any other aspect of the IDEA Competition, there are more selected entries than contemplated in these Competition Rules, there will be a random draw amongst all eligible Prize claimants after the IDEA Competition's closing date to award the single Prize.

9. RELEASE. Before being declared as a Winner, the selected Competitor will be required to execute a legal agreement and release (the "**Release**") that confirms such Competitor's: (i) eligibility for the IDEA Competition and compliance with these Competition Rules; (ii) acceptance of the Prize as offered; (iii) release of each of the Competition Providers, Competition Judges, other parties related to the IDEA Competition and their respective parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising agencies, media buying and promotional agencies (collectively, the "**Releasees**") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the IDEA Competition, participation in any IDEA Competition-related activity or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant to the Competition Providers of the unrestricted right, in the Competition Providers' collective or individual discretion, to produce, reproduce, publish, convert, broadcast, communicate by telecommunication, exhibit, distribute, translate, adapt and otherwise use and re-use the Winner's and submitting Participants' or other individual Competitor designee's name, photograph, likeness, voice and biography and where a Competitor is providing Work to the Competition Providers in connection with the IDEA Competition, the Work (where applicable) in any and all media now known or hereafter devised, in connection with the IDEA Competition and the promotion and exploitation thereof. The executed Release must be returned within two (2) business days of a Competitor receiving verification that they have been selected as a Winner or the selected Competitor will be disqualified and the Prize forfeited.

10. INDEMNIFICATION BY ENTRANT. By entering the IDEA Competition, Competitor and their Participants release and hold Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the Competitor and their Participants or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, participation in the IDEA Competition, any breach of the Competition Rules, or in any Prize-related activity. The Competitor agrees to fully indemnify Releasees from any and all claims by third parties relating to the IDEA Competition, without limitation.

11. RIGHTS CLEARANCE. Where a Competitor is providing the Work to the Competition Providers in connection with the IDEA Competition, each Competitor shall retain all right, title and interest (including copyright) in and to the Work, and grants to the Competition Providers a worldwide, gratuitous and irrevocable license to copy, use, modify, edit, reproduce, display, adapt and transmit the Work in whole or in part, for use in all media now known or hereafter devised in perpetuity beginning on the date of entry, including, but not limited to, in connection with the administration, promotion and exploitation of the IDEA Competition or for any other reason. The Competitor hereby confirms that the Work is an original work, solely created and wholly owned by or on behalf of the Competitor, and that no third party consents, permissions, or approvals of any kind are required, and the Competitor waives all moral rights in and to the Work in favour of the Competition Providers. The Competition Providers assume no responsibility for any claims of infringement of rights to copyright, privacy and/or personality, and all such liability shall remain with the Competitor. In addition, each Competitor represents to the Competition Providers that the Work do not infringe any copyright interest of any third party and that the Work is not defamatory or obscene and does not violate any laws relating to hate speech or otherwise. The Competition Providers reserve the right to exclude any Work on the basis of concerns relating to the rights of third parties, including but not limited to privacy, copyright, defamation, rights of personality, obscenity or hate speech, as determined by the Competition Providers in their sole discretion.

12. LIMITATION OF LIABILITY. The Competition Providers assume no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or, as applicable, for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Competition Providers are not responsible for any incorrect or inaccurate information, whether caused by, as applicable, website users or by any of the equipment or programming associated with or utilized in the IDEA Competition or by any technical or human error which may occur in the administration of the IDEA Competition. The Competition Providers assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Competition Providers are not responsible for any problems, failures or technical malfunction of, as applicable, any telephone network or lines, 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. The Competition Providers are not responsible for any injury or damage to entrant or, as applicable, to any computer related to or resulting from participating or downloading materials in the IDEA Competition. Competitor assumes liability for injuries caused or claimed to be caused by participating in the IDEA Competition, or by the acceptance, possession, use of, or failure to receive any Prize. The Competition Providers assume no responsibility or liability in the event that the IDEA Competition cannot be conducted as planned for any reason, including those reasons beyond the control of the Competition Providers, such as, as applicable, war, insurrection, failure of utilities, epidemic, pandemic, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of the IDEA Competition, or of the Competition Website.

13. CONDUCT. By participating in the IDEA Competition, each Competitor and Participant (and on behalf of their client brand) agrees to be bound by the Competition Rules, which will be posted at the Competition Website. Entrant further agrees to be bound by the decisions of the Competition Providers and, the Competition Judges, which shall be final and binding in all respects. The Competition Providers reserve the right, in their sole discretion, to disqualify any Competitor found to be: (a) violating the Competition Rules; (b) tampering or attempting to tamper with the entry process or the operation of the IDEA Competition or the Competition Website (where applicable); (c) violating the terms of service, conditions of use and/or general rules or guidelines of any Competition Provider property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE COMPETITION WEBSITE (WHERE APPLICABLE) OR UNDERMINE THE LEGITIMATE OPERATION OF THE IDEA COMPETITION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE COMPETITION PROVIDERS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.

14. PRIVACY/USE OF PERSONAL INFORMATION.

- (a) By participating in the IDEA Competition, Competitor and each of their Participants: (i) grants to the Competition Providers the right to use his/her full name, age, mailing address, telephone number and/or e-mail address and/or any other personal information provided (the “**Personal Information**”) for the purpose of administering the IDEA Competition, including but not limited to contacting and announcing the Winner; (ii) grants to the Competition Providers the right to use his/her Personal Information for publicity and promotional purposes relating to the IDEA Competition, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (iii) acknowledges that the Competition Providers may disclose his/her Personal Information to third party agents and service providers of any of the Competition Providers in connection with any of the activities listed in (i) and (ii) above.
- (b) Where a Competitor and/or Participant opts-in online or on a ballot or by any other means, they consent to the ICA’s and any of its corporate affiliates’ use of his/her Personal Information to be contacted to (i) carry out the objects of the Competition; (ii) promote draws, interactive features, competitions and/or

contests similar to the IDEA Competition; (iii) promote opportunities to subscribe to ICA newsletters or promotional clubs; (iv) be notified about programs, special events and related products or services; and (v) be entered into other ICA-sponsored draws, competitions and/or contests.

(c) Where a Competitor and/or Participant opts-in online or on a ballot or by any other means, they consent to the Competition Providers' and Competition Judges' and any of their respective corporate affiliates' **use and disclosure** of his/her Personal Information to third parties to (i) carry out the objects of the Competition; (ii) promote draws, interactive features, competitions and/or contests similar to the IDEA Competition; (iii) promote opportunities to subscribe to newsletters or promotional clubs; (iv) be notified about programs, special events and related products or services; and (v) be entered into other draws, competitions and/or contests.

(d) The Competition Providers will use the Competitor's and/or Participant's Personal Information only for identified purposes, and protect the Competitor's and/or Participant's Personal Information in a manner that is consistent with the ICA Privacy Policy located at <https://theica.ca/en/privacy-policy> and applicable privacy laws.

15. INTELLECTUAL PROPERTY. All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by ICA, the Prize Provider and/or their affiliates, licensors and/or licensees as applicable. 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. TERMINATION. The Competition Providers reserve the right, in their sole discretion, to terminate the IDEA Competition, in whole or in part, and/or modify, amend or suspend the IDEA Competition, and/or the Competition Rules in any way, at any time, for any reason without prior notice, subject to the jurisdiction of the Régie des alcools, des courses et des jeux if the Competition is subject to such jurisdiction, which the Contest Providers intend it not to be.

17. LAW. These are the official Competition Rules. The IDEA Competition is subject to applicable federal, provincial and municipal laws and regulations. The Competition Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Competition Providers and/or the IDEA Competition. All issues and questions concerning the construction, validity, interpretation and enforceability of the Competition Rules or the rights and obligations as between the Competitor, Participant (including on behalf of the client brand) and the Competition Providers in connection with the IDEA Competition shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.

18. LANGUAGE DISCREPANCY. In the event of any discrepancy or inconsistency between the terms and conditions of the Competition Rules and disclosures or other statements contained in any IDEA Competition-related materials, including but not limited to the IDEA Competition entry form, or point of sale, television, print or online advertising, the terms and conditions of the Competition Rules shall prevail, govern and control. If the IDEA Competition is subject to the jurisdiction of the Régie des alcools, des courses et des jeux, which the Contest Providers intend it not to be, and there is any discrepancy or inconsistency between the English language version and the French language version of the Competition Rules, the English version shall prevail, govern and control.

19. FOR RESIDENTS OF QUEBEC. It is intended that the Competition is a private competition that is not subject to the requirements of the Régie des alcools, des courses et des jeux. Where the IDEA Competition is open to residents of the province of Quebec, any litigation respecting the conduct or organization of a publicity contest (which the Competition is intended not to be) may be submitted to the Régie des alcools, des courses et des jeux 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 reach a settlement.

20. NO ASSOCIATION. None of the parties listed above are in any way associated with the programs owned or operated by the Competition Providers.

21. BELL MEDIA INC. The Competition is not administered or managed by Bell Media Inc. and Bell Media Inc. is therefore released of any and all liability in regards to the administration or management of the Competition. Any and all enquiries respecting the management and administration of the Competition shall be directed to ICA.