

## #HackMining Hackathon

Canada Mining Innovation Council (the “**Contest Sponsor**”), with the support of Ryerson University (“**Ryerson**”) is sponsoring the #HackMining Hackathon (the “**Contest**”) that will challenge participants to build innovative solutions for the real-world challenges faced by mining companies.

See below for full Contest details. Participation in this Contest constitutes your full and unconditional acceptance of, and agreement to be legally bound by, these Contest rules (the “**Contest Rules**”).

### CONTEST RULES

1. **CONTEST ENTRY PERIOD.** The entry period for the Contest begins on May 12, 2017 at 6:00 p.m. Eastern Time and ends on May 12, 2017 at 8:00 p.m. Eastern Time (the “**Contest Entry Period**”). To be eligible, the Contest Entry (as defined below) must be submitted during the Contest Entry Period.
2. **ELIGIBILITY.**
  - (a) The Contest is open to individuals who attend at the Venue (as defined below) for the duration of the Contest Entry Period and comply with these Contest Rules (the “**Entrant**” or “**you**”).
  - (b) You are not eligible to enter the Contest or be selected as a Winner (as defined below) if you are: (i) an employee (except an employee who is also a student), officer, director, governor, representative or agent of the Contest Sponsor or Ryerson or any other company or individual engaged in the provision of good or services, including judging, related to this Contest (the “**Contest Parties**”); or (ii) a member of the immediate family (parent, child, sibling, or spouse) or household (whether related or not), of any of the Contest Parties.
3. **HOW TO ENTER. No purchase necessary.** You may enter the Contest at any time during the Contest Entry Period by attending in-person at the Cisco Innovation Centre, 88 Queens Quay West, Toronto, ON M5J 0B8 (the “**Venue**”) and registering and forming a team of no less than three (3) individuals and no more than five (5) individuals (each, a “**Team**”) to compete in the Contest (the “**Contest Entry**”).
4. **CONTEST ENTRY CONDITIONS.**
  - (a) There is a limit of one (1) Contest Entry per Entrant during the Contest Entry Period. Entrants cannot register on more than one team. If it is discovered that an Entrant has registered on more than team, then (in the sole and absolute discretion of the Contest Sponsor) that Entrant may be disqualified from the Contest.
  - (b) By entering the Contest, you agree as follows:
    - (i) you will comply with these Contest Rules and with the decisions of the Contest Sponsor, which are irrevocable, final and are legally binding in all matters related to the Contest; and
    - (ii) you will be in attendance and participate in the hackathon from Friday, May 12,

2017 at 8:00 p.m. Eastern Time to Sunday, May 14, 2017 at 12:00 p.m. at the Venue, which includes but is not limited to working on one of the following two challenges: (1) Transporting ore and waste from difficult-to-access areas; and (2) Reducing the volume of mine tailings, and presenting your solution in your Team to the Contest Contest Judges (as defined below) (the “**Hackathon**”).

## **5. PRIZES.**

The following prizes are available to be won in this Contest (the “**Prizes**”):

(a) **First Place Prize:**

- (i) \$2,500 (split equally between members of the winning Team and payable by cheque);
- (ii) 50 silver maple leaf coins (split equally between members of the winning Team; approximately valued at \$1,000; and
- (iii) the choice of (1) a Team visit to a mine (approximately valued at \$200 per winning participant), or (2) a Team lunch with an executive of the Contest Sponsor (approximately valued at \$250).

There is a maximum of one (1) First Place Prize to be won.

(b) **Second Place Prize:**

- (i) \$1,500 cash (split equally between members of the winning Team and payable by cheque); and
- (ii) the alternative to what is chosen in Section 5(a)(iii) by the First Place Prize winning Team.

There is a maximum of one (1) Second Place Prize to be won.

(c) **Third Place Prize:** \$1,000 cash (split equally between members of the winning Team and payable by cheque). There is a maximum of one (1) Third Place Prize to be won.

(d) **Participation Prizes:** One (1) silver maple leaf coins (approximately valued at \$10). There are a maximum of fifty (50) Participation Prizes to be won in accordance with the rules for Participation Prizes explained during the Contest Entry Period at the Venue.

Full participation in the Hackathon is required in order to be eligible for a Prize.

**6. WINNER SELECTION PROCESS AND ODDS OF WINNING.** On Sunday, May 14, 2017, Teams will be required to present and demonstrate the strength of their proposed solution. A panel of judges (the “**Contest Judges**”) will be appointed by the Contest Sponsor to judge each Team. Teams will be judged by the Contest Judges on the basis of the following criteria (the “**Criteria**”):

| Evaluation Criteria |  |                 |          |          |          |          |
|---------------------|--|-----------------|----------|----------|----------|----------|
| (a)                 | <b>Presentation Skills</b>   | <b>1</b>        | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> |
|                     | <b>Verbal Component of the Pitch</b>   |                 |          |          |          |          |
|                     | Speakers are fluent and knowledgeable  |                 |          |          |          |          |
|                     | Speakers are able clearly articulate concept                                 |                 |          |          |          |          |
|                     | Appropriate use of vocabulary at a general level                             |                 |          |          |          |          |
|                     | <b>Component of Delivery</b>   |                 |          |          |          |          |
|                     | Enthusiasm and ability to convince   |                 |          |          |          |          |
|                     | The audience feels engaged and the presenter is comfortable on stage         |                 |          |          |          |          |
|                     | Appropriate use of gestures and body language                                |                 |          |          |          |          |
|                     | <b>Use of Visuals and Text</b>   |                 |          |          |          |          |
|                     | Good use of text   |                 |          |          |          |          |
|                     | Good use of visuals  |                 |          |          |          |          |
|                     | Organized, and easy to follow with minimum technical errors                  |                 |          |          |          |          |
|                     |  | <b>Subtotal</b> |          |          |          |          |
| (b)                 | <b>Strength of the Proposed Idea</b>   | <b>1</b>        | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> |
|                     | <i>Potential for Technological Impact to Canada</i>                          |                 |          |          |          |          |
|                     | <i>Originality and Innovation</i>  |                 |          |          |          |          |
|                     | <i>Extent to which the Scope of the Proposal Address All Relevant Issues</i> |                 |          |          |          |          |
|                     | <i>Clarity and Appropriateness of Methodology</i>                            |                 |          |          |          |          |
|                     |  | <b>Subtotal</b> |          |          |          |          |
|                     |  | <b>TOTAL</b>    |          |          |          |          |

Each Team will be given a score (the “**Score**”) by the Contest Judges. The odds of being selected as an eligible winner of a Prize will depend on the total number of Teams, the calibre of each Team and compliance with the Criteria. The Teams with the top three (3) Scores will be selected as eligible winners of a Prize. Judging is scheduled to be completed on or about May 14, 2017 (the “**Selection Date**”). In the event of a tie between two or more Teams based on the Score, the Team that receives the highest score in criteria (b) of the Criteria will be deemed to have the higher Score.

The Contest Sponsor, or its designated representative, will make a maximum of three (3) attempts to contact each eligible Prize winner by telephone or email (using the information provided at the time of entry) within three (3) days of the Selection Date. If the eligible Prize winner cannot be contacted within three (3) days of the Selection Date, or if there is a return of any notification as undeliverable, then the applicable Entrants will be disqualified and will forfeit all rights to the Prize, and the Contest Sponsor reserves the right in its sole and absolute discretion, to select an alternate eligible winner of a Prize based on the next highest Score in accordance with these Contest Rules (in which case the foregoing provisions of this section shall apply to such alternate eligible winner of a Prize) or to cancel that Prize.

## 7. DECLARATION OF WINNER.

- (a) Before selected Teams are declared a winner (after declaration, referred to as a “**Winner**”), the selected Teams must sign and return, within five (5) business days of notification, a

declaration of compliance and release of liability prepared by the Contest Sponsor (the “**Release**”).

- (b) In the Release, the Winner (or, if any member of the Winner is under the age of 18, the parent or legal guardian of that member) is required to, among other things:
  - (i) correctly answer a mathematical skill-testing question without mechanical or other aid;
  - (ii) confirm compliance with these Contest Rules;
  - (iii) agree to release the Contest Parties and their shareholders, governors, officers, employees, directors, representatives, and agents (collectively, the “**Contest Representatives**”) from any and all claims, damages, liabilities, costs and expenses arising from any liability in connection with this Contest, the Winner’s participation therein and/or the awarding and use/misuse of the Prize;
  - (iv) agree to the publication, reproduction and/or other use of the name, address (province and city), statements about the Contest and/or photographs, images or other likeness of any member of the Winner without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Contest Sponsor in any manner whatsoever, including print, broadcast or the internet; and
  - (v) acknowledge acceptance of the Prize (if awarded).
- (c) The selected Teams will be disqualified and forfeit all rights to the Prize if the selected Teams:
  - (i) fail to correctly answer the skill-testing question;
  - (ii) fail to return the properly executed Release within the specified time; or
  - (iii) cannot be a declared a Winner in accordance with these Contest Rules for any reason.

The Contest Sponsor reserves the right, in its sole and absolute discretion, to select an alternate eligible winner of a Prize based on the next highest Score in accordance with these Contest Rules (in which case the foregoing provisions of this section shall apply to such alternate eligible winner of a Prize) or to cancel that Prize.

#### **8. RIGHT TO SUSPEND/MODIFY/TERMINATE.**

If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, strike or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, the Contest Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, and disqualify any individual or entity who is responsible for such action. If terminated, the Contest Sponsor may, in its sole discretion, determine the winners from among all eligible Contest Entries received up to time of such action using the procedures outlined herein.

#### **9. LIMITATIONS OF LIABILITY AND RELEASE.**

- (a) No liability or responsibility is assumed by the Contest Representatives resulting from the

Team's participation in or attempt to participate in the Contest or ability or inability to upload or download any information to the Contest Sponsor website in connection with the Contest. No responsibility or liability is assumed by the Contest Representatives for: any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; the failure of any Contest Entry or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; or unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, or worms. The Contest Representatives are not responsible for any printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing of Contest Entries, the announcement of the Prize or in any Contest-related materials. Use of the Contest Sponsor website is at user's own risk. The Contest Representatives are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer resulting from participation in the Contest. The Contest Representatives are not liable in the event that any portion of the Contest is canceled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control.

- (b) By participating in the Contest, the Team agrees as follows:
  - (i) to release the Contest Representatives from any and all claims, damages or liabilities arising from or relating to the Team's participation in the Contest;
  - (ii) under no circumstances will the Team be permitted to obtain awards for, and the Team hereby waives all rights to claim, punitive, incidental, consequential, or any other damages; and
  - (iii) all causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action.
  
- (c) By accepting the Prize, Winner agrees that the Contest Representatives will have no liability whatsoever for, and shall be held harmless by Winner against, any liability for injuries, losses or damages of any kind to persons or property resulting in whole or in part, directly or indirectly, from participation in the Contest or from the acceptance, possession, misuse or use of the Prize.
  
- (d) ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THE CONTEST SPONSOR WEBSITE OR INTERFERE WITH THE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND THE CONTEST SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

## **10. PRIVACY AND PUBLICITY RELEASE.**

- (a) The Contest Sponsor and its authorized agents will collect, use and disclose the personal information provided in the Contest Entry for the purposes of administering the Contest and Prize fulfillment, and in anonymized form for the purposes of internal review of the Collaborative Nursing program application process, in accordance with the Contest Sponsor's privacy policy, available at [http://cmic-ccim.org/wp-content/uploads/2014/05/CMIC\\_Privacy-Policy\\_2015.pdf](http://cmic-ccim.org/wp-content/uploads/2014/05/CMIC_Privacy-Policy_2015.pdf).
- (b) By accepting a Prize, Winner consents to the publication and use of the name, address (city, province), voice, statements, photographs, images and/or likeness of any member of the Winner, in any form, manner or media whether now known or hereafter devised, including, without limitation, in print, radio, television and on the Internet for any purpose in connection with the Contest including, without limitation, for the purposes of advertising and trade, promoting the Contest Sponsor, and/or the Contest, without further notice or compensation.

#### **11. GENERAL.**

- (a) The Contest is governed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein.
- (b) The Contest Sponsor 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 Contest Rules, to the extent necessary, for purposes of verifying compliance with these Contest Rules or for any other reason.
- (c) In the event of any discrepancy or inconsistency between the terms and conditions of these Contest Rules and disclosures or other statements contained in any Contest-related materials, the terms and conditions of these Contest Rules shall prevail, govern and control to the fullest extent permitted by law.