

## **Oxford Properties Challenge Terms and Conditions**

OPGI Management GP Inc. o/a Oxford Properties Group (“**Oxford**”) is pleased to present the Oxford Properties Smart Retail Challenge (“**Challenge**”), in collaboration with the event partners (“**Challenge Partners**”).

The Challenge is governed by the terms and conditions set out below. By participating in the Challenge, you agree to abide by those terms and conditions, and the decisions of Oxford and the Challenge judges in this merit-based opportunity. You also agree to comply with all applicable laws in the Province of Ontario.

### TERMS & CONDITIONS

#### 1. Challenge Period

Registration to participate in the Challenge begins on March 7<sup>th</sup>, 2018 at 9am EST and ends on the earlier of: (i) April 20<sup>nd</sup>, 2018 at 6pm EST; or (ii) when one hundred (100) individuals have registered.

The Challenge begins on April 20<sup>th</sup> at 6pm EST and ends on April 22<sup>nd</sup> at 5pm EST or at the conclusion of the judging period, whichever is later (the “**Challenge Period**”). Participants can enter the Challenge by signing up at (<http://oxfordsmartretailchallenge.ca>) (the “**Website**”). All entries will receive a confirmation email.

#### 2. Eligibility

The Challenge is open to all legal residents of Canada of the legal age of majority or older in their province or territory of residence. OMERS employees, Oxford employees and independent contractors or employees of third party contractors regularly on site at properties owned and managed by Oxford are not eligible to participate in the Challenge.

#### 3. Teams

Participants must work on a team of two (2) to six (6) people, with each participant meeting the requirements of eligibility and being registered to participate in the event. For greater certainty, individuals may not work on multiple teams.

If it is discovered that a participant is found to have acted contrary to this rule, then (in the sole and absolute discretion of Oxford and the Challenge Partners) he/she and his/her team(s) (if applicable) may be disqualified from the Challenge and corresponding Submissions (as set out below) may be subject to disqualification.

#### 4. Submission Requirements

During the Challenge Period, all Eligible Teams are invited to create and demonstrate a submission (“**Submission**”).

Eligible Teams may work on their Submissions at any time throughout the Challenge Period.

All Eligible Teams will be required to provide their own computer and any other equipment required to develop a Submission. All participants will be responsible for their own transportation to the Challenge venue.

Submitted Submissions must never have been previously published, exhibited publically, or selected as a winner in any other contest. All proprietary code used in the Submissions submitted must be developed during the Challenge Period. To be eligible for entry in this Challenge, a Submission must meet the following specific requirements:

- Submitted via Hackworks.com Platform
- Acceptable submission types: .zip files

#### 5. Judging Process

A panel of judges appointed by Oxford (the “**Judges**”) will be in charge of reviewing all Submission deemed eligible.

##### Phase 1: Expo

- Each Submission will be judged by at least 3 judges.
- The top 5 such Submission, based on criteria under Section 12, will be chosen to move on to Phase 2: Pitches.

##### Phase 2: Pitch

- Each Team will present to a panel of judges.
- The top 3 such Submissions, based on criteria under Section 6, will be chosen.

#### 6. Judging Criteria

The Submission will be evaluated based on the following considerations:

Feasibility (35%)

Innovation (35%)

Use of Data/Technology (10%)

Strategic Thinking (10%)

Presentation (10%)

#### 7. Intellectual property and data

In the course of the Challenge, participants may receive access to confidential and/or proprietary information of Oxford and it’s Challenge Partners (“Confidential Information”). Challenge Participants shall keep Confidential Information confidential and shall use Confidential Information solely for purposes of the Challenge.

The Confidential Information will remain the exclusive property of Oxford or its Challenge Partners and Challenge Participants shall not copy or otherwise transmit the Confidential Information to any person other than team members for purposes of participating in the Challenge. Challenge Participants shall destroy any Confidential Information in their possession following the Challenge and shall not retain any Confidential Information in any retrieval system or database.

Following registration and during the event, Challenge Participants can access the data made available on the Challenge website: <http://oxfordsmartretailchallenge.ca>

In the course of the Challenge participants shall not infringe upon Intellectual Property of any third parties. Challenge Participants must be the legal and beneficial owner or authorized licensee of all Intellectual Property utilized during the Challenge or in the Solutions (except for third party, generally commercially available software). Intellectual Property includes inventions, patents, copyrights,

trademarks, industry designs, integrated circuit topography rights, know-how, trade secrets and any other intellectual property rights whether registered or unregistered.

All Solutions produced by Challenge Participants (including writings of works of authorship, program codes, documentation and databases) shall remain the exclusive property of the Challenge Participants and Oxford and its Challenge Partners shall not be entitled to commercialize or implement the Solutions without the consent of the relevant Challenge Participant.

#### 8. Image and personal information

Except where otherwise prohibited by law, participation in the Challenge constitutes a Challenge Participant's consent to Oxford and its Challenge Partners for use of images, surnames, first names and characteristic elements of their project on any communication medium in connection with the Challenge (internal or external communication operations), or the promotion of Oxford's business, without further notification, permission, payment or consideration.

#### 9. Winner compliance with Challenge Terms and Conditions

The Winners must have complied with, and remain in compliance with, these terms and conditions, as found on <http://oxfordsmartretailchallenge.ca>

If a selected participant does not comply with these terms and conditions, Oxford reserves the right, in its sole discretion to disqualify the participant.

#### 10. Awards

- One (1) First Team Prize consisting of \$10,000 CAD
- One (1) Second Team Prize consisting of \$3,000 CAD
- One (1) Third Team Prize consisting of \$2,000 CAD

Awards will be announced on April 22, 2018 at 325 Front Street, Toronto, ON, and winners also will be notified by email. In the event that Oxford is unable to reach Award Winner by email within 7 days of announcement or in the event that prize is returned as undeliverable Oxford reserves the right in its sole discretion to award the prize to another Challenge Participant.

#### 11. Cancellation

If for any reason Oxford cannot run or chooses not to run the Challenge as planned, Oxford reserves the right, in its sole discretion, to cancel, modify, extend or suspend the Challenge or to reduce or eliminate any or all of the Awards.

Oxford may also in its sole discretion disqualify any individual who tampers with or in any way corrupts the Challenge process, or who attempts to undermine the legitimate operation of the Challenge by cheating, deception, or other unfair practices, or by attempting to annoy, abuse, threaten or harass any other entrants or Challenge partner representatives.

At any time and at its sole discretion, Oxford may disqualify any entrant who: does not meet the Challenge's eligibility criteria, fails to comply with these terms and conditions, attempts to enter the Challenge in any manner or through any means other than as described in these terms and conditions, attempts to disrupt the Challenge or attempts to circumvent any of these terms and conditions.

## 12. Disclaimers, Liability, and Indemnification

Oxford is not responsible for: (1) incorrect or inaccurate transcription of entry information or late, lost, incomplete, misdirected entries, or entries received through impermissible or illegitimate channels; (2) technical failures of any kind, including without limitation the malfunctioning of any telephone, computer, network, hardware or software; (3) the unavailability or inaccessibility of any service; (4) unauthorized human intervention in any part of the Challenge; (5) electronic or human error which may occur in the administration of the Challenge or the processing of submissions; or (6) any injury or damage to persons or property, including without limitation your computer or cell phone, which may be caused, directly or indirectly, in whole or in part, from your participation in the Challenge or from downloading any material from the Challenge website.

Oxford will not be liable to you for any damages, including indirect, special, consequential, or punitive damages in connection with the Challenge or these terms and conditions.

Oxford will not cover any costs associated with participation in the Challenge.

By participating in this Challenge, you release and agree to indemnify and hold harmless Oxford and its employees, directors, officers, affiliates, agents, sponsors, partners, judges and advertising and promotional agencies from any and all damages, injuries, claims, causes of actions, or losses of any kind resulting from your participation in this Challenge or receipt or use of any prize.

By participating in this Challenge, you further agree to indemnify and hold harmless Oxford and its employees, directors, officers, members, Challenge Partners, affiliates, agents, sponsors, partners, judges and advertising and promotional agencies from any and all damages, injuries, claims, causes of actions or losses of any kind (including actual legal fees and expenses) arising from or related to: (a) your failure to comply with any of these terms and conditions; (b) any misrepresentation you make under these terms and conditions or otherwise to Oxford; or (c) your participation in the Challenge.

## 13. Further Information

For more information, please contact the organizers at [smartretailchallenge@hackworks.com](mailto:smartretailchallenge@hackworks.com)