

## Contest and Incentive Terms and Conditions

**To Enter:** No Purchase Necessary. Entry into an alive Contest or Incentive constitutes your acceptance of these Official Terms and Conditions. Occasionally, you will have the opportunity to enter contests or incentives as part of alive's online community. These opportunities may arise when joining the community, or when you complete surveys and questionnaires as an online community participant. You will be made aware of these opportunities via email or when you log in to alive's online community and will be entered automatically. A random draw by a representative of Alive Publishing from all entries received will be made. By entering the contest or incentive, entrants consent to the use of their entry, name, city of residence and/or any photograph of or that may be taken in publicity carried out by alive and its advertising agencies, without further notice or compensation. Contest or Incentive Sponsor reserves the right to disqualify for any reason, in its sole and absolute discretion.

**Contest or Incentive Sponsor:** Contest or Incentive Sponsor is Alive Publishing Group Inc. 100-12751 Vulcan Way, Richmond, BC V6V 3C8 ("Sponsor" or "Alive")

**Eligibility:** Contests are open to (i) legal residents of the 50 United States and the District of Columbia and Canada; (ii) age of majority at the time in their state, province, territory of residence. Employees of Alive Publishing Group Inc. and their immediate families (meaning spouse, parent, child, sibling and their respective spouses, regardless of where they reside of those living in the same households, whether or not related), ambassadors, affiliates, subsidiaries, advertising and promotion agencies (collectively, "Contest Parties") or any developer and/or manufacturer of application software to manage business solutions are not eligible to enter or win. Contests are governed by British Columbia and Canadian Law. Contests are subject to all applicable federal, state, provincial, and local laws and regulations. Contests are void where prohibited by law. By participating, entrants agree to abide by and be bound by these official Contest Terms and Conditions and to accept the decisions of alive as Final.

**Prizes:** The alive Listens recruitment incentive is a one-time 32GB iPad. This incentive is open to all members, regardless of how they learned of alive Listens, as long as they have confirmed their membership in alive Listens and also have completed the Welcome Survey. This recruitment incentive event closes on August 31, 2014. All new recruits, as of September 1, 2014, to alive Listens will be eligible for ongoing monthly incentives and special, occasional incentives to be determined at a later date by APG. No specific recruitment incentive will be offered after August 31, 2014.

Monthly incentives are ongoing charity donations but can change without advance notice. Each month, APG will be donating \$200 to a predetermined charity of our choice on behalf of the incentive winner. Each month has a different selected charity. These monthly incentives will begin in July 2014 and are based on participation in surveys (excluding the Welcome Survey). Other occasional incentives and prizes may be offered from time to time at the sole discretion of APG. All incentives and prizes, and all winners, will be posted in alive Listens.

There are varying prizes available of assorted values. The odds of winning the prize depend on the number of eligible Submissions received. Winners will be selected at random. Prize must be accepted as

awarded and may not be transferred or exchanged and has no cash surrender value. Alive Publishing reserves the right to substitute a prize of at least equal value (including without limitation a cash award) in the event of the unavailability, for whatever reason, of the advertised prize.

**Selected Entrant Notification:** Attempts will be made by alive, or its representatives, to contact each entrant selected as a potential winner of a prize by telephone and/or e-mail for a period of ten (10) days following the Contest or Incentive Closing Date. If that selected entrant cannot be contacted within such ten (10) day period, alive reserves the right, as its sole discretion, to select another entrant or to cancel the prize. No communications will be entered into except with selected entrants.

**Other Conditions:** Sponsor reserve the right, in their sole discretion, to cancel, terminate, modify or suspend the Contest or Incentive or any portion thereof, or to disqualify any individual implicated in any of the following actions, if for any reason:

Infection by computer virus, bugs, tampering, unauthorized intervention, actions by Entrants, fraud, technical failures, or any other causes which, in Sponsors' sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest or Incentive, the Contest or Incentive or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper processing of Contest or Incentive Entries in accordance with these Official Terms and Conditions, or the Contest or Incentive is otherwise not capable of running as planned. By entering, Entrants agree to release and hold harmless the Sponsor and each of their parent, subsidiary companies, affiliates, divisions, franchisees, representatives, consultants, sub-contractors, suppliers, distributors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, and their officers, directors, employees, shareholders and agents, and each of the foregoing entities' employees, officers, directors, shareholders and agents (collectively the "Released Parties"), from and against any and all claims, actions and/or liability for any injuries or death, loss or damage of any kind arising from or in connection with participation in and/or Contest or Incentive Entry into the Contest or Incentive or acceptance, delivery or use of the Prize. The Released Parties are not responsible or liable for any incorrect or inaccurate Contest or Incentive Entry information, and assume no responsibility for (i) typographical or other errors in the printing of the promotion materials or the offering or announcement of the prizes, (ii) any error, omission, interruption, defect or delay in operation or transmission at any website, (iii) failure of any Contest or Incentive Entry to be received by the Contest or Incentive Sponsor due to technical problems, telephone service problems, printing errors, human error or traffic congestion on the Internet or at any website, (iv) communications line, hardware and/or software failures, (v) damage to any computer (software or hardware) resulting from participation in the Contest or Incentive, (vi) theft or destruction of, tampering with, unauthorized access to, or alteration of entries and/or Contest or Incentive Entry information, or (vii) entries which are late, lost, stolen, damaged, illegible, and/or unintelligible (or any combination thereof). Any attempt to deliberately damage or undermine the legitimate operation of the Contest or Incentive is a violation of the law, and should such an attempt be made, alive reserves the right to seek remedies and damages to the fullest extent permitted by law. By entering, Entrants agree to comply with these Terms and Conditions.

Any Entrant who attempts to tamper with a Contest or Incentive in any way shall be disqualified. In the event of dispute as to who submitted an online Contest or Incentive Entry, the Contest or Incentive Entry will be deemed submitted by the Authorized Account Holder (as defined below) of the email address submitted at the time of Sweepstakes Entry. For the purposes of these Official Terms and Conditions, "Authorized Account Holder" shall mean the natural person assigned to an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the email address in question. A selected entrant may be required to provide proof that he/she is the authorized account holder of the e-mail address associated with the selected entry. Additional restrictions may apply.

alive is collecting personal data about entrants for the purpose of administering this Contest or Incentive. No further informational or marketing communications will be received by entrants unless entrants provide Contest or Incentive Sponsor with explicit permission to do so.

**Arbitration/Choice of Law:** Except where prohibited, Entrants agree that any and all disputes, claims and causes of action arising out of or connected with this Contest or Incentive shall be resolved exclusively by arbitration pursuant to the Rules of the American/Canadian Arbitration Association then effective, and any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred by Entrant with regard to this Sweepstakes, but in no event attorneys' fees, punitive, incidental, consequential or other damages. All issues and question concerning the construction, validity, interpretation and enforceability of these Official Terms and Conditions, or the rights and obligations of Entrants and Sponsors in connection with Contests and Incentives shall be governed by and construed in accordance with the local laws, without giving effect to any choice of law or conflict of law rules or provisions (whether of US or Canadian jurisdiction) that would cause the application of the laws of any jurisdiction. The invalidity or unenforceability of any provision of these Official Terms and Conditions shall not affect the invalidity or unenforceability of any other provision so long as the general intent of these Official Terms and Conditions remains in effect. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Terms and Conditions shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

**Contest or Incentive Guidelines:** Entries that do not meet the following "Contest or Incentive Guidelines" are subject to disqualification from Contest or Incentive consideration and/or removal, in the Sponsor's sole discretion. Entries must comply with and meet the specifications or requirements called for in the Official Terms and Conditions.

Contestant has the responsibility to review and understand his/her employer's policies and applicable laws regarding contestant's eligibility to participate in and/or accept any prize in a Contest or Incentive. If an individual is participating and is in violation of such laws or his/her employer's policies, the individual may be disqualified from a Contest or Incentive. Sponsor disclaims any and all liability or responsibility for disputes related to this matter.

Sponsor is not responsible for late, lost, stolen, damaged, mutilated, incomplete, illegible, misdirected, or postage-due mail. Entries void if the Sponsor determines the entry to not be an original, or if the

entries are illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft.

**Limitation of Liability:** By participating, entrants agree to release, discharge, and hold Alive Publishing Group Inc. and their partners, affiliates, subsidiaries, agents and their employees, officers, directors, and representatives from any claims, losses, and damages (including but not limited to indirect and consequential damages) arising out of their participation in a Contest or Incentive or any Contest- or Incentive-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder.

**Suspension / Modification / Termination:** In the event the Sponsor is prevented from continuing with the Contest or Incentive by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labour dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or provincial or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within its control (each a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Contest or Incentive. Sponsor reserves the right to modify, suspend or terminate the Contest or Incentive without notice or by posting a notice on website, in its sole and absolute discretion, if it is determined that the Contest or Incentive is technically impaired or corrupted or fraud or technical problems, failures or malfunctions or any Force Majeure event(s) has destroyed or severely undermined or impaired the integrity and/or feasibility of the Sweepstakes.

**SHORT FORM RULES: NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**