

## Terms and Conditions

The Aviva Community Fund is for participation only in Canada and is subject to all applicable federal, provincial and municipal laws and regulations within Canada. The Aviva Community Fund is sponsored by Aviva Canada Inc. ("Aviva"), 10 Aviva Way, Markham, Ontario, Canada, L6G 0G1. Participation in the 2018 Aviva Community Fund competition for funding ("ACF Competition") constitutes full and unconditional agreement with and acceptance of these terms and conditions ("Terms and Conditions").

### How to Participate and Register

To participate in the ACF Competition, you must register at [www.avivacommunityfund.org](http://www.avivacommunityfund.org) or through Facebook. **Please read all these Terms and Conditions carefully before registering.** By registering, you are acknowledging you accept these Terms and Conditions and agree to be bound by them.

By registering at [www.avivacommunityfund.org](http://www.avivacommunityfund.org) or through Facebook, you consent to receive electronic communications about the Aviva Community Fund from Aviva. Electronic communications include important information related to the Aviva Community Fund and your participation in the ACF Competition. You can 'opt out' of receiving these communications at any time by updating your consent preferences in your [profile section](#) on the Aviva Community Fund website. However, if you 'opt out' of Aviva Community Fund communications you may miss important competition information and notifications.

When you register, Aviva may use your personal information to evaluate ideas, manage votes and provide updates throughout the ACF Competition. If you submit an idea, it is your responsibility to obtain consent from any individual(s) mentioned in the idea submission. They should also be made aware of how their personal information will be used and be advised that Aviva may contact them.

To register with the Aviva Community Fund, visit [www.avivacommunityfund.org](http://www.avivacommunityfund.org). You will be asked to register using Facebook or to provide your name and a valid email address, and to create a password so you can sign in. You are solely responsible for maintaining the confidentiality of your sign-in information. Any activity or action taken with your sign-in information, whether authorized or unauthorized by you, will be attributed to you and you will be solely responsible for such activity or action.

You can participate in the ACF Competition in the following two ways: (1) create and submit an idea that meets the idea eligibility criteria for positive change in a community; (2) show support for someone's idea by voting. To participate in either of these ways, you need to be registered on the Aviva Community Fund website. You can also participate by supporting and commenting on the Aviva Canada Facebook page or participating in online discussions using Twitter or other social media channels.

To submit your idea to the ACF Competition, visit [www.avivacommunityfund.org](http://www.avivacommunityfund.org) between 12:00 p.m. Eastern Time (ET) on August 28, 2018 and 5:00 p.m. ET on September 18, 2018.

Anyone registered with the Aviva Community Fund can vote for their favourite ideas during the **Voting Round** which begins at 12:00 p.m. ET on September 25, 2018 and ends at 5:00 p.m. ET on October 4, 2018.

## Entrant Eligibility

The ACF Competition is open to both customers and non-customers of Aviva and its subsidiaries. To be eligible for entry into the ACF Competition, you must meet the following requirements:

- You must be a Canada Revenue Agency (CRA) registered charitable organization or a CRA-qualified donee operating in Canada (and be good standing) or be submitting on behalf of one of these entities. If you are a charity, you will be required to submit your Charitable Registration Number as part of your idea submission; and
- You must be residing in Canada and be a permanent resident or citizen of Canada.

Note: If you are under the age of 18, you must have approval by a parent or guardian and indicate that you have such approval to participate when registering. Registrants under the age of 18 may be asked to provide written evidence of parent/guardian approval at Aviva's discretion.

## Entrant Non-Eligibility

You are not eligible for entry into the ACF Competition if any of the following applies to you:

- If you are an Aviva employee or an employee of any of its subsidiaries, or you are an immediate family member of an Aviva employee;
- If you are a judge or immediate family member of a judge participating in the Aviva Community Fund; or
- If you are employee or immediate family member of any promotion or development partner of Aviva directly or indirectly involved with the Aviva Community Fund or ACF Competition.

For purposes of this ACF Competition, "immediate family members" shall include the mother, father, brothers, sisters, daughters, sons, partner or spouse of an individual (regardless of where any such "immediate family member" resides).

## Idea Eligibility

In order to enter your idea in the ACF Competition, your idea must meet all of the following criteria:

- Benefits a community at its core by bringing people together to create change.
- Anticipate implementation within a one-year period (completed by December 2019).
- Take place within Canada in publicly accessible spaces. Note: Your idea should not require access to private or restricted property in order to be implemented.
- Be generally accessible to the larger community.

- Have an outcome that must be accessible to persons or community of any faith.
- Include a sound implementation plan with planned outcomes, a realistic cost breakdown and be supported by a measurement and evaluation process.
- Be submitted in English or French.

## Idea Non-Eligibility

Your idea will not be accepted in the ACF Competition if any of the following applies:

- Takes place outside of Canada.
- Is or contemplates a capital campaign.
- Covers operational/overhead costs including administrative and salary costs.
- Promotes any activities that is unsafe or dangerous, may appear unsafe or dangerous, or relate to controversial subject matter (determined at Aviva's sole discretion).
- Supports any particular political party or affiliated group.
- Provides financial/medical/educational/monetary support to individuals and or individual pursuits.
- Associated with political or fraternal organizations, service clubs, or third-party organizations that raise funds for charity.
- Associates or uses, whether directly or indirectly, the Aviva Community Fund as a platform to express political or controversial views (determined at Aviva's sole discretion).
- Directly promotes or speaks negatively about any particular faith, political action, legislation or party, or promotes or encourages the violation of any law (determined at Aviva's sole discretion).
- Associated with private foundations/private fee based independent schools.
- Associated with animal welfare organizations including spay, neuter, animal rescue, humane society, animal cruelty, perceived animal cruelty, animal sanctuary programs including but not limited to, all cat and dog shelters (determined at Aviva's sole discretion).
- Used for commercial/promotional benefit or for a for-profit business venture.
- Discriminates against race, gender, gender expression, religion (creed), national origin (ancestry), disability or sexual orientation, or promotes offensive, obscene, or sexually suggestive material, propaganda, potentially misleading information, or defamatory or disparaging material about other people or companies, or endorse any form of hate or hate group or terrorist activity.
- Be any one of the standalone projects described below:
  - Advertising or promotional campaigns
  - Conferences, conventions or symposiums
  - Endowment or memorial campaigns
  - Travel-related events, including student trips or tours, subsidized travel, accommodation and entertainment expenses
  - Professional or amateur sports (individual or team), golf tournaments and other sports activities such as runs and races
  - Reduction of accumulated capital or operating deficits
  - Tuition, membership/registration fees, sabbatical or academic leaves
  - In-kind contributions, such as meeting space and materials, and promotional items

## Idea categories and prizes

There are two idea categories: Small Ideas and Big Ideas. Your idea must be entered into one of these two categories. If you have two different ideas you may choose to submit up to one idea in each category. There are a total of 60 prizes to be distributed to winners in the two idea categories:

Small Ideas category

- 50 prizes each of \$10,000 CAD funding

Big Ideas category

- 3 prizes each of \$100,000 CAD funding
- 7 consolation prizes each of \$15,000 CAD funding

## How winners are determined

Small Ideas category for \$10,000 funding:

- The 50 ideas that receive the highest number of votes in the Small Idea category will each receive the \$10,000 prize, subject to a final due diligence check by Aviva.

Big Ideas category for \$100,000 funding:

- The 10 ideas that receive the highest number of votes in the Big Idea category will progress to the **Judging Round**.
- The three ideas with the highest scores in the Judging Round will each receive a \$100,000 prize, subject to a final due diligence check by Aviva.
- The remaining seven ideas will each receive a consolation prize of \$15,000, subject to a final due diligence check by Aviva.

## Competition process

### *Idea Submission*

To submit your idea to the ACF Competition, visit [www.avivacommunityfund.org](http://www.avivacommunityfund.org) between 12:00 p.m. ET on August 28, 2018 and 5:00 p.m. ET on September 18, 2018.

### *Moderation*

After you submit your idea, it will be moderated to ensure the idea meets the eligibility criteria and does not contain objectionable content. Ideas that do not meet the eligibility criteria outlined above or are deemed objectionable by Aviva in its sole discretion will be rejected and the idea submitter or entry disqualified from the ACF Competition.

Moderation will take up to three (3) business days. If Aviva requires additional information during the moderation process, the idea submitter will be contacted. If the idea submitter does not return Aviva's call or email within two (2) business days, Aviva reserves the right to reject the idea submission and the idea submitter will be deemed to have forfeited their entry or submitted idea.

Aviva reserves the right to decline ideas from being posted on the Aviva Community Fund website or associated platforms and social media and remove ideas from the Aviva Community Fund website or associated platforms and social media at any point in the ACF Competition if it deems the idea does not comply with the Terms and Conditions or the idea is not suitable for the Aviva Community Fund, as determined at the sole discretion of Aviva.

### *Voting Round*

Everyone registered on the Aviva Community Fund website can vote for their favourite Big Idea(s) and Small Idea(s) during the Voting Round which opens at 12:00 p.m. ET on September 25, 2018 and closes at 5:00 p.m. ET on October 4, 2018.

Registered participants have a total of 10 votes to use during the **Voting Round** and can cast all their votes for the same idea or spread them over multiple ideas. Registered participants can cast all 10 votes at once or at different times throughout the **Voting Round**. Once a vote is cast, it cannot be taken back or changed.

Registered participants who have submitted an idea are permitted to vote for their own idea submission.

Registered participants can only cast 10 votes and they cannot vote on behalf of other people. Proxy voting, or voting on behalf of another individual, is not allowed. Creating multiple or disposable email accounts or Facebook accounts, and using these accounts for voting purposes when a registered participant has already voted using another account, and/or paying for votes, is strictly forbidden.

Aviva will ensure all votes cast during the **Voting Round** are free from proxy voting. Aviva has the right to review and remove votes if it suspects proxy voting or irregular voting has occurred. Once the **Voting Round** has closed, ideas moving forward in each idea category will be determined based on the number of votes received after suspected proxy and irregular votes have been removed. The number of votes remaining after removing any proxy and irregular votes will determine which ideas will advance in the ACF Competition. The total number of votes appearing on an idea's project page is subject to change based on the number of votes removed due to suspected proxy or irregular voting.

If Aviva discovers or suspects fraudulent or ineligible votes, these may be removed at the sole discretion of Aviva.

### *Judging Round*

The Judging Round is only applicable to Big Ideas.

Aviva will appoint up to seven judges to comprise the judging panel that will review and select the Big Idea winners. All judges will complete a Conflict of Interest Disclosure Statement. If Aviva believes there may be a conflict of interest based on a relationship between a judge and an idea submitter, that judge's scores will not be included in that idea's evaluation.

The judges will review and score the top 10 Big Ideas with the highest number of votes, based on the weighted criteria below:

- **Impact (40%)**  
How deeply will people or communities be impacted by this idea? Does the idea foster connections between a wide variety of stakeholders to create positive change?
- **Sustainability & Legacy (25%)**  
What kind of lasting impact will this idea have?
- **Viability & Likelihood of Success (25%)**  
Is there a high probability of a timely and successful execution of this idea (within one year)?
- **Originality (10%)**  
How original is the idea versus other ideas entered into the competition?

Each idea will be scored on a scale from 0 to 10 and weighted based on the percentages outlined. The scores of each judge will then be aggregated and averaged across the judging panel to get the final score for each idea.

The top 10 Big Ideas will be asked to provide additional project information to aide in the judging process. This will include additional questions and the submission of a 3-5 minute video that addresses how the project meets the judging criteria. The three ideas with the top final judging panel score will each receive \$100,000 in funding. Each of the winners will receive their prize subject to the terms and conditions set out in the **winner obligations** section below.

In the event that an idea is disqualified during the **Judging Round**, the next highest vote-earning idea submission that meets the entrant and idea eligibility criteria may be promoted to the **Judging Round** in its place.

## Notifying the winners

In previous Aviva Community Fund competitions, we announced finalists on the Aviva Community Fund website. In the 2018 Competition, we will not be communicating any finalist standing publicly.

All Big and Small Idea winners are expected to be notified by Aviva on or before November 16, 2018. Winners shall agree to not utilize or disclose to anyone, without the prior written consent of Aviva, their status as a winner until Aviva publicly announces the full list of winners on the [Aviva Community Fund website](#) which is expected to occur on or about November 20, 2018 at 12:00 p.m. ET.

## Winner obligations

All winners in the ACF Competition must complete an impact questionnaire before December 31, 2019, to be provided by Aviva, to measure the impact the funding has made in their community.

All winners agree to be contacted by Aviva and take part in post-prize activities including, but not limited to, regular communications with Aviva and its partners about the project which the funding has been used towards. This could include, but is not limited to, media activity, social media or information on the Aviva Community Fund website.

All Big Idea \$100,000 prize winners will be asked to sign a Letter of Agreement (LoA) with Aviva which covers the obligations of the winner and Aviva.

### **Top ranked broker-supported idea**

The idea with the most Aviva broker partner votes received during the **Voting Round** will receive a \$5,000 CAD recognition prize, in addition to any other prize funds awarded.

To be eligible for the Top Ranked Broker-Supported Idea, in addition to meeting the eligibility criteria in these Terms and Conditions, the idea submitter must receive at least one vote from an Aviva broker partner who has registered for the 2018 Aviva Community Fund. Aviva may at any time and at its sole discretion, add or delete brokers from the list of contracted brokers.

### **General**

You agree that the decisions of Aviva with respect to any and all aspects of the ACF Competition shall be final.

#### **User content / assignment:**

You irrevocably assign to Aviva all rights (including copyrights) in any ideas or expressions of ideas that you provide on or through the ACF Competition website, including without limitation the idea submission and all comments, suggestions, graphics, ideas, and other information or materials you submit in the idea submission and comments and otherwise on or through the ACF Competition website (collectively, "User Content"), all of which will become and remain the exclusive property of Aviva, including any future rights associated with such materials. Aviva and its licensees and designees shall have the right to use, reproduce, modify, adapt, publish, create derivative works from, distribute, and display the User Content for any purpose (including without limitation for purposes of advertising, publicizing, and promoting the ACF Competition or other versions of Aviva Community Fund, and/or Aviva or its affiliates whether in Canada or around the world), in any media whatsoever, now or hereafter known, throughout the universe in perpetuity, without compensation (monetary or otherwise) or notice to you (collectively, "Usage Rights"). Notwithstanding the foregoing, you (and applicable third parties) shall retain all ownership rights to any support material you provide, subject to any limitations specifically identified to Aviva in writing with respect to any third-party element incorporated in the support material.

You release and waive all claims against Aviva with respect to any intellectual property or other proprietary rights, rights of privacy and publicity, rights of attribution, or any other liability under the governing law of Canada. You also hereby irrevocably waive any and all of moral rights in the User Content in favour of Aviva and its successors, assigns, licensees and designees for all purposes and for the full term of any such rights.

You agree to indemnify and hold harmless Aviva and its subsidiaries, affiliates, directors officers, management, members, employees and agents, and each of their representatives, successors and assigns (collectively, the "Aviva Indemnitees") from and against any and all third party claims with respect to the aforementioned rights, and any and all losses reasonably suffered or incurred by such Aviva Indemnitees as a result of or in connection with the aforementioned rights granted under this section to Aviva.

**Providing data for public relations purposes:**

Representatives of public relations organizations or Aviva may contact you with requests for additional information about your idea. As an idea submitter, you agree to allow Aviva to provide the email address or phone number used during registration to public relations organizations for the use of contacting you directly for press inquiries or stories regarding your idea submission. Aviva's partners may choose to feature the contents of your submission in news stories and promotional materials.

**General Conditions:**

Aviva is not responsible for: (a) lost, late, unintelligible, incomplete, damaged, or garbled submissions or messages; (b) telephone, computer, hardware, software, programming or network failure or malfunction, or interrupted or unavailable network, server or other connections, or other technical failure or error, or failure to properly process idea entries; (c) communication disruption or other forces beyond the reasonable control of Aviva, including without limitation inability to access the Aviva Community Fund website, register, submit ideas, utilize comments, or vote; (d) any disruption related to Internet traffic, virus, bug, or unauthorized intervention; (e) damage caused by computer virus or otherwise to any computer from registered participant's access to or use of the Aviva Community Fund website, whether human, mechanical, or electronic; or (f) incorrect or inaccurate information, or other error of any kind, whether caused by Aviva, the registered participants, or by any of the programming or equipment associated with or used in the ACF Competition. If such malfunction, error, disruption, or damage occurs, and/or impairs the administration, security, fairness, integrity, or proper execution of the ACF Competition and/or the ACF Competition is otherwise not capable of running as planned, Aviva may, in at its sole discretion, suspend the ACF Competition for the remainder of the competition or terminate the ACF Competition by posting a notice on [www.avivacommunityfund.org](http://www.avivacommunityfund.org) or [www.aviva.ca](http://www.aviva.ca). Aviva reserves the right to disqualify the idea associated with any person found tampering with or abusing any aspect of the ACF Competition, or keep such idea in the ACF Competition but disqualify the submitting entrant if the entrant is determined to have been engaged in such conduct. Additionally, Aviva reserves the right in its sole discretion to suspend or terminate any registered participant access to the Aviva Community Fund website or participation in the ACF competition if Aviva believes such person to be causing any such malfunction, error, disruption, or damage, or such registered participant is suspected of engaging in any unlawful or fraudulent conduct.

**Use of the Aviva Community Fund website:**

Access to and use of the Aviva Community Fund website is subject to all applicable international, federal, provincial, and local laws and regulations. The trademarks, logos, designs, service marks and all other associated forms of intellectual property displayed on the Aviva Community Fund website (the "Marks") are the property of Aviva and other parties. Users are prohibited from using any Marks for any purpose, including but not limited to use as metatags on other pages or sites on the World Wide Web without the written permission of Aviva or such third party which may own the Marks. All information and content including any software programs available on or through the Aviva Community Fund website ("Content") are protected by copyright. Users are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works, or using any Content available on or through the Aviva Community Fund website for commercial purposes, or for any other purpose not specifically permitted by Aviva. You agree that your participation in the ACF Competition is voluntary, personal, and nontransferable. Aviva may, in its sole discretion, immediately terminate your access to the Aviva Community Fund website should your conduct fail to conform to these Terms and Conditions.



**No Warranties:**

All content on the Aviva Community Fund website (including without limitation idea entries, support materials, comments) are provided to you "as is" without warranty of any kind, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, title, non-infringement, security, or accuracy.

Aviva does not endorse and is not responsible for (a) the accuracy or reliability of any opinion, advice, or statement made by entrants, registered participants, fulfilling organizations, or anyone else on or through the Aviva Community Fund website as they may be contained in idea submissions, support materials, comments, or otherwise or (b) any Content provided on the Aviva Community Fund website.

Other than as required under applicable consumer protection laws, under no circumstance will Aviva be liable for any loss or damage caused by your reliance on information obtained through the Aviva Community Fund website. It is your responsibility to evaluate the accuracy, completeness, or usefulness of any opinion, advice, or other Content available through the Aviva Community Fund website. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific opinion, advice, product, service, or other Content.

**Limitation of liability for use of the Aviva Community Fund**

The information, software, products, idea submissions, support materials, comments, or other Content published on the Aviva Community Fund website may include inaccuracies or typographical errors, and Aviva expressly disclaims any liability for such inaccuracies or errors. Aviva does not warrant or represent that the Content on the Aviva Community Fund website is complete or up-to-date or accurate. Furthermore, Aviva does not guarantee that the information contained on the website will be free from errors, inaccuracies or omissions. Aviva is under no obligation to update any Content on the Aviva Community Fund website other than to post the most-recent versions of idea submissions in accordance with these Terms and Conditions. Aviva may change the Content on the Aviva Community Fund website at any time without notice. Aviva may make improvements or changes to the Aviva Community Fund website at any time. You agree that Aviva and any of their respective officers, directors, employees, or agents will not be liable, whether in contract, tort, strict liability, or otherwise for any indirect, punitive, special, consequential, incidental, or indirect damages (including without limitation lost profits, cost of procuring substitute service, or lost opportunity) arising out of or in conjunction with the ACF Competition, the use of the Aviva Community Fund website, or with the delay or inability to use the Aviva Community Fund website or any linked site, even if Aviva is made aware of the possibility of such damages. Aviva cannot and does not guarantee continuous, uninterrupted, or secure access to the Aviva Community Fund website.

**Use of "cookie" file features**

Aviva reserves the right to store information on a registered participant's computer in the form of a "cookie" or similar file for purposes of modifying the Aviva Community Fund website to reflect registered participant's preferences.

**Use of data**

Aviva will be collecting personal data about registered participants online, in accordance with its privacy policy. Please review the Aviva privacy policy at [www.aviva.ca](http://www.aviva.ca). By participating in the ACF Competition, you hereby agree to Aviva's collection and usage of your personal information for the purposes of this competition and acknowledge that you have read and accepted Aviva's privacy policy.

If any provision(s) of these Terms and Conditions is held by a court of competent jurisdiction to be contrary to the laws of Canada, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Aviva's failure to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Aviva in writing.

Aviva may modify or amend the Terms and Conditions to ensure fairness and integrity in the ACF Competition. These Terms and Conditions together with the website and any other terms and conditions incorporated or referred to herein, constitute the entire agreement between you and Aviva, with respect to the subject matter referred to herein and supersedes all prior agreements and understanding whether electronic, oral or written.