

Product of the Year Canada 2023

TERMS AND CONDITIONS

THANK YOU FOR YOUR INTEREST IN THE PRODUCT OF THE YEAR CANADA PROGRAM (THE “PROGRAM”). THIS PROGRAM IS EXCLUSIVELY SUBLICENSSED, ORGANIZED AND ADMINISTERED IN CANADA BY STAGNITO PARTNERS CANADA INC. D/B/A ENSEMBLEIQ (“EIQ”). PLEASE READ THESE TERMS CAREFULLY BEFORE COMPLETING THE SUBMISSION FORM FOR A PRODUCT (THE “SUBMISSION”). YOU (THE “ENTRANT” OR “YOU”) MUST ACCEPT THESE TERMS IN ORDER TO SUBMIT A PRODUCT TO THE PROGRAM.

BY CLICKING “ACCEPT”, YOU ACKNOWLEDGE THAT (I) YOU HAVE THE AUTHORITY TO ACCEPT THESE TERMS AND SUBMIT THE PRODUCT; (II) YOU ARE LEGALLY BOUND BY THESE TERMS; (III) THE PRODUCT IS COMMITTED TO THE ENTIRE PROGRAM, INCLUDING PAYMENT OF ALL APPLICABLE FEES; AND (IV) YOU CANNOT WITHDRAW THE PRODUCT FROM THE PROGRAM AFTER THE SUBMISSION FORM FOR THE PRODUCT IS SUBMITTED.

1. EIQ reserves the right to change these Terms from time to time and the version posted on the Program website www.productoftheyear.ca will govern your participation in the Program.
2. These Terms apply to each product submitted into the Program. EIQ has the right to refuse any product Submission at its sole discretion. You agree to provide to EIQ, upon request, evidence to substantiate any claims made in relation to the performance of the product.
3. The Program is open between April 1, 2022 - October 31, 2022 (“Submission Period”) to residents of Canada who have an innovative product that was launched in Canada on or after January 1, 2021 .
4. **Fees:** There is no upfront cost to complete a Submission. However, if a product advances to the Consumer Vote (as outlined in section 10 below) the following fees apply:
 - **Fee for advancing to the Consumer Vote:**
 - o Early bird finalist fee of \$2,990.00 plus applicable taxes; or
 - o Finalist fee of \$4,020.00 plus applicable taxes
 - **Fee for being awarded the *Product of the Year Canada* designation in a category:**
 - o \$12,775.00 award winner fee plus applicable taxes

All fees are payable to Stagnito Partners Canada Inc. D/B/A ENSEMBLEIQ. **Finalists should expect an invoice for the finalist fee in November 2022. Award winners should expect an invoice for the award winner fee in December 2022.** Payments are due within 30 days of receipt of an invoice. Failure to make any required payment may, in EIQ’s sole discretion, result in the product being disqualified from the Program in addition to any other remedies available to EIQ. EIQ reserves the right to impose a late payment charge of 2% per month, calculated and compounded monthly on the delinquent amount (26.8% per year) from the date of first invoice until the date EIQ receives such amount in full. Entrants

who are not a current advertising client of EIQ will be asked to complete a credit application. Alternatively, such entrants can pre-pay the finalist fee of \$4,020 per product or the early bird fee of \$2,990 per product. Credit applications are subject to EIQ's approval, in its sole discretion, before a Submission is considered complete. If an Entrant pre-pays the finalist fee, and the product does not advance to the Consumer Vote phase of the Program pursuant to section 10, EIQ will refund the finalist fee. If an Entrant pre-pays the finalist fee, and the Entrant's product is declared a winner within its respective category, the Entrant will be required to provide a letter of credit from a financial institution in the amount of \$12,775 in order to accept the award.

5. By submitting a product to the Program, you represent, warrant and agree that:

- a. the product complies with all applicable federal, provincial and local laws and regulations governing the product submitted;
- b. the product does not infringe upon the intellectual property rights of any other person or entity;
- c. the Submission Form contains true and accurate information in all respects and is in no way misleading or deceptive; and
- d. you are committed to the entire Program including the payment of all applicable fees.

6. EnsembleIQ Research, Insights & Innovation has developed a Product Innovation Index Score (the "PIIS") to determine each product's suitability for being awarded the *Product of the Year Canada* designation.

All Submissions that are accepted by EIQ are evaluated based on the criteria set by EnsembleIQ Research, Insights & Innovation. The PIIS is determined by incorporating the following criteria:

- **Product Satisfaction - 5%**
- **Product Innovation - 55%**
- **Product Appeal - 30%**
- **Intent to Purchase - 10%**

7. **Pre-selection:** Upon receipt of Submission Forms, EIQ will evaluate the products at its sole discretion and determine which products will advance to the voting phase.

8. **Jury Day:** Once all products have been submitted, a panel of industry professionals are invited to review the submitted products to ensure that the innovation criteria are met before they go on to the consumer research.

9. **Product Categorization:** Once products advance to the Consumer Vote, they will be classified into product categories by EIQ. EIQ determines all product categories at its sole discretion.

10. **Consumer Vote:** Final selection of winning products by Consumer Vote is done through an online survey of 4,000 people independently carried out by Kantar. The survey will ask *consumers* to evaluate each product based on the IIS criteria outlined in section 6 above. Products are also reviewed based on product descriptions and images, and consumers will evaluate based on their personal knowledge or past experiences with the product.

Kantar studies the results of the Consumer Votes and the products that receive the most votes in their categories are acknowledged winners and awarded the *Product of the Year Canada* designation in a category.

11. You shall indemnify, defend and hold harmless EIQ, its parent company, affiliates and each of its officers, directors, agents, representatives and employees, from and against any and all liabilities, claims, damages and any other expenses (including reasonable attorney's fees) that arise or relate to: (i) any breach by you of these Terms or of any representation or warranty set forth herein; and/or (ii) any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be or be alleged to be caused by or suffered as a result of use or consumption of any product submitted or sought to have been submitted to the Program.

12. EIQ, its parent company, affiliates and each of its officers, directors, agents, representatives and employees, does not: (i) assume any liability in connection with any breach of these Terms or with the products submitted to the Program including liability for any actual or perceived defect in the quality, performance, efficacy or safety of any product, or for any injury or death resulting, or alleged to have resulted therefrom; or (ii) warrant or guarantee that participation in this Program or designation as Product of the Year Canada will result in any revenue or profit for the Entrant. Notwithstanding the foregoing, in no event shall EIQ's liability in contract, tort (including negligence) or any other legal or equitable theory, arising or related to the Program or with any breach of these Terms: (i) exceed the aggregate value of all fees paid or payable by the Entrant; or (ii) include any special, consequential, indirect, incidental, exemplary or punitive losses or damages or loss of profit resulting from or arising in connection with participation in the Program.

13. All Product of the Year Canada inductees that have paid all fees in full, are granted the limited, nonexclusive, non-transferable right to use the trade names, trademarks, logos, marks and other business identifiers of the Program (the "**Product of the Year Canada Symbols**") for a period of two (2) years from the date they are announced by *Product of the Year Canada* as a 2023 *Product of the Year Canada* inductee. Any unauthorized use of the Product of the Year Canada Symbols as described herein shall constitute an infringement of *Product of the Year Canada's* rights and a breach of these Terms, and *Product of the Year Canada* shall be entitled to immediately terminate these rights, in addition to any other rights and remedies that may be available to *Product of the Year Canada*. You agree that all such usage shall be within the format, style and treatment furnished or approved in writing by *Product of the Year Canada*.

14. You acknowledge and agree that *Product of the Year Canada* retains ownership of all *Product of the Year Canada Symbols* and that use of such *Product of the Year Canada Symbols* shall be in a form approved by *Product of the Year Canada*. You shall not at any time do or cause to be done any act contesting or in any way impairing any part of *Product of the Year Canada's* right, title and interest in and to the *Product of the Year Canada Symbols*. You acknowledge that your use of the same pursuant to these Terms shall not create in your favour any right, title or interest in or to the *Product of the Year Canada Symbols*. Upon expiry of the two (2) year license period referenced above, you shall cease and

desist from all such use of the *Product of the Year Canada* Symbols, and destroy any remaining marketing or other materials using or displaying such *Product of the Year Canada* Symbols.

15. These Terms are governed by, and construed in accordance with the laws and exclusive jurisdiction of the Province of Ontario and the laws of Canada applicable therein.

16. Nothing contained herein shall place the parties in the relationship of partners, joint ventures, principal-agent, or employer-employee and no party shall have any right to obligate or bind the other party in any manner whatsoever.

17. You shall not assign your rights or obligations under these Terms without the prior written consent of EIQ.

18. A waiver of any default, breach or non-compliance under these Terms is not effective unless agreed to in writing and signed by both parties. No waiver shall be inferred from or implied by any failure to act or delay in acting by a party in respect of any default, breach, non-observance or by anything done or omitted to be done by another party. The waiver by a party of any default, breach or non-compliance under these Terms shall not operate as a waiver of that party's rights under these Terms in respect of any continuing or subsequent default, breach or non-compliance (whether of the same or any other nature).

19. These Terms, including the submission form and any agreements and documents to be delivered pursuant to these Terms and as such terms may be modified from time to time in accordance with Section 1 above, constitute the entire agreement of the parties relating to the subject matter hereof and supersede all prior agreements, understandings, negotiations, memoranda, correspondence and discussions, whether written or oral, relating to the subject matter hereof.