

RULES & REGULATIONS
GREAT CANADIAN INNOVATION COMPETITION™
Rogers Publishing Limited, NYTRIC LIMITED

1. (a) "Competition Period" starts at 9:00 am on Thursday, February 26, 2009 and continues until 11:59 pm on Friday, May 1, 2009, the "Competition Closing Date". No purchase necessary. Only one (1) entry per concept ("submission") as outlined below; although there is no limit to the number of submissions from each entrant (provided each complies with the following requirements). Eligible submissions must each focus on products that are technical in nature, and must have business applications and/or consumer retail appeal. All times are Eastern Standard Times. This Competition is sponsored by Rogers Publishing Limited ("Rogers") as represented by *Canadian Business* magazine, *Nytric Ltd.*, *NBP*, and *Bereskin & Parr*.

By entering this Competition, the entrant represents that the submission is original to him/her and that the entrant has all necessary rights in and to the submission to enter the submission in this Competition. By entering this Competition, entrants agree that Rogers Publishing Limited shall have the right to publish the submission in any publication.

Submissions may relate to patentable ideas, although it is not a necessary component for this competition. If your submission is potentially patentable, it is recommended that you consult a patent lawyer or patent agent and, if so advised, prepare and file a patent application prior to submitting your concept, to properly secure your rights. Although the "Competition Sponsors" will make reasonable efforts to maintain the confidentiality of each submission, by participating in this Competition, the entrant acknowledges and agrees that:

- submission of an entry shall not in any way constitute a binding commitment by either of the Competition Sponsors to enter into any discussions with any entrant;
- submission of an entry shall not restrict or limit Competition Sponsors' respective abilities to engage in, develop or launch any business initiative similar to the initiative described in the submission that has been developed, reviewed and/or decided on by either Competition Sponsors prior to the submission of the entry, whether alone or jointly with third parties;
- details of the submissions selected as semi-finalists may be published and/or disclosed without prior notice to the entrant;
- the entrant bears sole responsibility for ensuring that adequate steps are taken to protect and preserve any potential patent rights relating to the ideas contained in his or her submission; and he or she releases and discharges, on his or her own behalf and on his or her own respective successors and assigns, the Competition Sponsors, individually and jointly, from any and all claims, demands, damages, liabilities, actions or causes of action whatsoever arising out of or otherwise relating to this Competition.
- Submission of an idea or innovation that has previously won a prize from any similar Competition or contest within the 12 months prior to the closing date of this Competition is ineligible for entry and as such will be disqualified from the Competition.
- The Judging panel reserves the final decision in declaring eligibility.

(b) To enter, visit www.greatcanadianinnovation.ca to complete the entry form. Each entry must consist of a 2-page outline of your product concept, including:

- A brief description of what the invention does;
- A description of the market for your product idea;
- An outline of any competitor's product(s), and why your idea is better;
- Any steps taken to secure intellectual property rights relating to the invention; and

- What work you have done to date to bring your idea to market.
You may also submit a simple drawing of the concept, if one is available.
- Be sure to include a cover page with your full name, email address, residential/home address and daytime contact telephone number.

PLEASE NOTE that the submission selected by the Judges as outlined below shall be subject to the terms and conditions set out in Nytric Limited's website at www.nytric.com/greatcanadianinnovation.

2. (a) Participants are eligible to win one (1) Grand Prize having an approximate retail value of up to \$60,000 and consisting of a formal feasibility study (currently valued at \$20,000) by Nytric Limited followed by up to \$50,000 in professional services by Nytric towards the development of a prototype IF the feasibility study results in the concept being something that can be developed and marketed in Canada or elsewhere. In addition, the Grand Prize winner will receive intellectual property legal services valued at \$10,000 from Bereskin & Parr intellectual property law firm, business/financial advisory services valued at \$10,000 from NBP and be featured in a future article to be authorized by *Canadian Business* magazine.

The feasibility prize will be delivered to the confirmed winner within twelve (12) months of the prize announcement date. The professional fees of up to \$50,000 fees for product development prize to be delivered to the confirmed winner within thirty-six (36) months of the prize announcement date. The Competition Sponsors reserve the right to substitute a prize of equal or greater value if for any reason a prize cannot be awarded as described. The prizes are non-transferable and must be accepted as awarded with no substitutions of any kind.

(b) All submissions will be reviewed by a Judging Panel ("the Panel"), consisting of technical and engineering persons; someone from marketing and sales; and other specialists as may be deemed appropriate by the submissions. The Panel will determine three (3) semi-finalists from which a potential Grand Prize winner will be chosen.

- (c) The following criteria will be used by the judging panel to determine the semi-finalists and winner, namely:
- (a) originality,
 - (b) technical feasibility of the product,
 - (c) assessment of marketability,
 - (d) likelihood of product to attract investment, and
 - (e) the individual's determination.

To qualify for the prize, selected entrants may be required by the Panel to answer additional questions relating to their concept.

(d) If the potential Grand Prize winner in this Competition cannot be contacted after two (2) attempts within ten (10) business days of the selection date that person will forfeit rights to the prize; and a potential Grand Prize winner will be chosen from the remaining two (2) semi-finalists.

The selected potential Grand Prize winner will be required to sign and return a Declaration and Liability/Release Form, which, among other things, releases the Competition Sponsors from all liability related to the selected entrant's participation in the Competition and the use or misuse of the concept or prize.

3. Competition judges' rulings are final and without appeal in all matters related to the promotion and the awarding of prizes.

4. By entering this Competition, 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 the Competition Sponsors and their advertising agencies, without further notice or compensation.
5. This Competition is open to residents of Canada who are over the age of majority in their province or territory of residence, excluding residents of Quebec and employees of the Competition Sponsors – namely Rogers Nytric Limited, and Bereskin & Parr – and their parent and affiliated companies, representatives, dealers and agents, Competition suppliers and judges, and those with whom they are domiciled. The Competition is subject to all applicable federal, provincial and municipal laws and regulations.
6. No communications will be entered into except with selected entrant.
7. Odds of winning depend on the number of eligible entries as selected according to the criteria set out above, and the caliber of entries received. All entries that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy any condition of the rules may be disqualified by the Competition Sponsors. Competition Sponsors take no responsibility for lost, stolen, delayed, damaged, misdirected, late or destroyed entries, or for typographical or other production errors. Competition Sponsors are not responsible for any errors or omissions in printing or advertising this competition. All entries become the property of the Competition Sponsors and will not be returned.
8. By entering this Competition, entrants release and hold harmless the Competition Sponsors, their advertising and promotional agencies and the competition judge(s), their affiliates and respective directors, officers, owners, partners, employees, agents, dealers, representatives, successors and assigns (collectively the “Releasees”) from any liability in connection with this Competition or, if declared a winner, the prize. Before being declared a winner, entrants will be required to sign and return, within a stipulated period of time, a Declaration of Compliance with the Competition Rules and a full Liability and Publicity Release. **By entering this Competition, entrants agree that Rogers Publishing Limited shall have the right to publish the submission in any publication.** Entrants also consent to the use of their name, place of residence, voice, statements, photographs, or other likenesses for publicity, advertising or informational purposes in any medium or format without further compensation or notice; and acknowledge that they may be profiled by *Canadian Business* magazine, at its sole discretion.
9. This Competition will be run in accordance with these rules, subject to amendment by Competition Sponsors. Entrants must comply with these rules, and will be deemed to have received and understood the rules by participating. The terms of this Competition, as set out in these rules, are not subject to amendment or counter-offer, except as set out herein.
10. (a) Competition Sponsors assume no responsibility for failure of the internet or the website during the Competition Period, for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any email or traffic congestion on the internet or at any website, or any combination thereof including any injury or damage to an entrant’s or any other person’s computer related to or resulting from playing or downloading any material in the promotion. Competition Sponsor reserves the right in its sole discretion to cancel or suspend the email portion of this competition should a virus, bug or other cause beyond their reasonable control corrupt the security or proper administration of the competition. Any attempt to deliberately damage any web site or to undermine the legitimate operation of this Competition is a violation of criminal and civil laws. Should such an attempt be made, Competition Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

(b) If the identity of an entrant is disputed, the authorized account holder of the e-mail address submitted at the time of entry will be deemed to be the entrant. The individual

assigned to the e-mail address for the domain associated with the submitted e-mail address is considered the authorized account holder. 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. All entries must be submitted from a valid e-mail account that may be identified by reverse domain name search. The sole determinant of time for the purposes of receipt of a valid entry in this competition will be the competition server machine(s).