

Terms and Conditions

The Aviva Community Fund is for participation only in Canada and is subject to the laws within Canada. The Aviva Community Fund is sponsored by Aviva Canada Inc. ("Aviva"), 10 Aviva Way, Markham, Ontario, Canada, L6G 0G1.

How to Participate and Register

To participate in the Aviva Community Fund you must register at www.avivacommunityfund.org or through Facebook.

Please read all the Terms and Conditions below 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 or through other electronic communications including email and social media such as Facebook or Twitter, you consent to receive electronic communications about the Aviva Community Fund from Aviva Canada Inc. Electronic communications include important information related to the Aviva Community Fund and your participation in the Aviva Community Fund. You can 'opt out' of receiving these communications at any time by updating your consent preferences in your [profile section](#) on Aviva Community Fund website. If you 'opt out' of receiving information about the Aviva Community Fund, you may miss notifications on important competition information.

Aviva Canada Inc. may use personal information collected during registration to process ideas submitted, manage votes and provide updates as ideas moves through the phases of the Aviva Community Fund. It is the responsibility of the registrant to ensure and confirm that consent has been obtained from any individual(s) mentioned in the idea submission about these arrangements and that they may be contacted by Aviva Canada Inc.

To register with the Aviva Community Fund, visit 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, will be attributed to you and you will be solely responsible for such activity or action.

You can participate in the Aviva Community Fund in the following two ways: (1) create and submit an idea for positive change in a community; (2) show support for one or more ideas submitted by others by voting for your favourite idea(s). To participate on any of these levels 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.

Anyone registered with the Aviva Community Fund can vote for ideas during the **Voting Round** which begins on October 10, 2017 at 12:00 noon Eastern Standard Time (ET) and ends on October 19, 2017 at 5:00 p.m. Eastern Standard Time (ET).

Registered participants have a total of 18 votes to use during the **Voting Round** and can vote for the same idea more than once or use their votes for multiple ideas. Registered participants can cast all 18 votes at once or at different times throughout the **Voting Round**. Once a vote is cast, it cannot be taken back.

Registered participants can only cast 18 votes and 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. Proxy votes will be removed from the associated idea at the sole discretion of Aviva.

Who Can Submit an Idea

To submit an idea to the Aviva Community Fund, you need to be residing in Canada and be a permanent Canadian resident or citizen of Canada. The competition is open to both customers and non-customers of Aviva and its subsidiaries. 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. **Note:** *registrants under the age of 18 years old may be asked to provide written evidence of parent/guardian approval at Aviva's discretion.*

To submit an idea to the Aviva Community Fund:

- You cannot be an Aviva employee or an employee of any of its subsidiaries, or an immediate family member (i.e. spouse, child, parent, regardless of where he/she lives, or sibling if living in the same home) of an Aviva employee;
- You cannot be a judge or immediate family member (i.e. spouse, child, parent or sibling, regardless of where s/he lives) of a judge participating in the Aviva Community Fund; and
- You cannot be an employee or immediate family member (i.e. spouse, child parent or sibling regardless of where s/he lives) of any promotion or development partners of Aviva involved with the Aviva Community Fund.

Entry and Eligibility/Non-Eligibility for Funding

To submit your idea to the Aviva Community Fund competition, visit www.avivacommunityfund.org between September 13, 2017 at 12:00 noon ET and October 2, 2017 at 5:00 p.m. ET. Register and complete the online 'submit an idea' form. **Note:** *you must register first before you can submit an idea.*

To submit an idea to the "Community Legacy" category you must be a Canadian resident between the ages of 18-25 years old.

After you submit your idea, it will be moderated for objectionable content and to ensure your idea meets eligibility for funding. Moderation will take up to three business days. If Aviva Canada Inc. requires additional information during the moderation process, the idea submitter will be contacted. If the idea submitter does not make contact with Aviva Canada Inc. before 5:00 p.m. ET on October 2, 2017, they forfeit their submitted idea.

Eligible for funding

The following does meet the eligibility criteria and will qualify for funding.

- Ideas that result in a change that positively affects Canadian communities.
- Ideas that can be implemented within a two-year period (completed by December 2019).
- Ideas associated with Canadian registered charities, public foundations, non-profit organizations, social enterprises, registered B Corporations, publicly-funded schools, universities or colleges, and municipality or government entities. *Note: Ideas must be associated with one of the above entities at the time of submission (Sept. 2017).*
- Ideas that are aligned to one of the four idea categories and its associated criteria (Community, Development, Health, Resilience & Legacy). *Note: Ideas submitted to the Community Legacy idea category must be submitted by current or aspiring social entrepreneurs aged 18-25 years old, who are Canadian residents.*
- Ideas that fall within one of the three funding levels (up to \$50,000, \$50,000 - \$100,000, and \$150,000)
- Ideas that take place within Canada on publicly accessible spaces. *Note: Ideas should not require access to private or restricted property in order to be implemented.*
- Ideas that are accessible to all individuals regardless of faith/religious background.
- Ideas that include planned outcomes, supported by a measurement and evaluation process.
- Ideas associated with organizations with a record of achievement and potential for success.
- Ideas associated with organizations with sound financial practices and a sustainable funding model.
- Ideas that demonstrate a sound implementation plan and realistic budget for requested funds.
- Ideas that demonstrate the use of education and skills training.
- Ideas that demonstrate likelihood of sustainability, legacy, impact, success, viability, originality and knowledge mobilization.
- Ideas that increase access to scholarships/bursaries/internship programs for youth of marginalized populations.
- Ideas that address a community need and provide direct impact to the community served. **Note:** Aviva Community Fund prefers to fund programs and projects rather than bricks and mortar.
- Ideas submitted in English or French.

Non-Eligible for funding

The following does not meet the eligibility criteria and will not qualify for funding.

- Ideas outside of Canada.
- Ideas associated with capital campaigns where at least 60% of the total funding goal has not been secured (e.g. if your capital campaign goal is \$1 million you must have at least \$600,000 secured to apply).
- Ideas associated with operational/overhead costs including administrative and salary costs. **Note:** Aviva will not fund ideas where salaries/administrative costs account for more than 25% of the requested funding amount.

- Ideas that promote any activities that may appear unsafe or dangerous or relate to controversial subject matter (determined at Aviva's sole discretion).
- Ideas that are based on financial/medical/educational/monetary support to individuals and or individual pursuits.
- Ideas associated with political or fraternal organizations, service clubs, or third-party organizations that raise funds for charity.
- Ideas associated with religious organizations or associations/political parties/lobbyist or affiliated groups where the idea itself is not accessible.
- The following standalone projects listed below, which do not align with Aviva's commitment to fund ideas that result in sustainable change:
 - Advertising or promotional campaigns
 - Events, conferences, workshops, seminars, conventions, symposiums
 - Endowment or memorial campaigns
 - Production of a film, video, or publication (will be funded if it is a part of an idea or if it is an educational skills training tool)
 - Travel-related events, including student trips or tours, subsidized travel, accommodation and entertainment expenses (will be funded if it is a part of an idea or if it is an educational skills training tool)
 - 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
- Ideas associated with private foundations/private fee based independent schools.
- Ideas 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).
- Ideas for commercial or promotional benefit or purposes/for-profit business venture
- Organizations that discriminate against race, gender, religion or promote 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.

Aviva reserves the right to decline ideas from being posted on the Aviva Community Fund site at any point in the competition if the idea does not comply with the Terms and Conditions or the idea is not suitable for the Aviva Community Fund, as determined in the sole discretion of Aviva. Please note that you cannot change your submitted idea, including but not limited to, the idea category or funding level once the **Voting Round** begins at 12:00 noon ET on October 10, 2017.

Aviva reserves the right, in its sole discretion, at any time and at any stage of the Submission, Judging and Voting Rounds to disqualify any idea that does not comply with the requirements set forth in these Terms and Conditions, or if the idea submitter or any other participant is not in

full compliance with these Terms and Conditions, or if Aviva reasonably determines that it would be necessary or appropriate to disqualify any idea to avoid potential liability to Aviva, to maintain the integrity of the Aviva Community Fund, or to protect the welfare of Aviva and its customers, or the Aviva Community Fund or its participants, or if Aviva deems is not suitable for the Aviva Community Fund competition.

The posting of any idea on the Aviva Community Fund website does not guarantee advancement to the **Judging Round**. An idea that does not meet the eligibility criteria will not qualify for funding. If Aviva, in its sole discretion, determines an idea does not meet eligibility criteria at any point during the competition, the idea will be eliminated from competing and will not receive any compensation.

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

Idea Category Criteria and Funding Levels:

Idea Categories

Ideas submitted to the Aviva Community Fund must meet the idea category eligibility criteria within at least 1 of the 4 idea categories listed below:

- (1) **Community Development** (Education, Skills Training, Culture, and Basic Needs)
- (2) **Community Health** (Health, Sport, Active Living and Play)
- (3) **Community Resilience** (Environment, Climate, Disaster Relief and Prevention)
- (4) **Community Legacy** (Climate change and environment with broad reach and scalability in Canada, and potentially globally. Only ideas submitted by current and aspiring social entrepreneurs, aged 18-25 years old will be accepted)

(1) Community Development (Education, Skills Training, Culture, and Basic Needs)

Ideas submitted to this category must meet at least one of the following criteria:

- promote skills training, provide tutoring and mentorship programs, literacy programs, and employment readiness programs or any other program that provides positive change and a pathway to a better future through education
- promote literacy, new technology, creativity and innovation
- promote culture, such as music programs, drama or the arts
- help advance science and technology discovery or engage youth through a drama program
- support charities, foundations and hospitals conducting research on health, medical, climate, conservation, environmental, or science and technology innovation
- promote programs that fight poverty such as assistance programs, drop-in centers, food banks, or awareness programs focused on hunger, poverty or healthy eating
- support projects to help restore community culture including museums, community centres, historic landmarks, art, or music and conservation
- promote programs that serve marginalized populations including low-income, new comer, homeless, or those in need of transitional housing

(2) Community Health (Health, Sport, Active Living and Play)

Ideas submitted to this category must meet at least one of the following criteria:

- promote active healthy living through sport or activities such as: aquatics centres, splash pads, soccer fields, football fields, outdoor exercise facilities, public parks, hockey arenas, basketball courts, bike and skate facilities, equestrian, or track and field facilities, playgrounds or other shared community facilities
- support amateur sports via sports non-profit organizations that help train and develop athletes in Canada
- support experiences for youth, such as programs that help fund sports or summer camps for those who can't afford it
- provide improved access to communities in need of additional healthcare options or equipment
- community programs that provide support to those impacted by major health/medical-related issues that affect the long term well-being of the public
- support purchase of new equipment for your community hospital or improve treatment services/facilities
- support programs that provide counseling or mental health services

(3) Community Resilience (Environment, Climate, Disaster Relief and Prevention)

Ideas submitted in this category must meet at least one of the following criteria:

- mitigate the risks of climate change and protect people and property from increasingly more volatile and extreme weather
- protect the diversity of nature and our quality of life, now and for the future
- be associated with renewable energy, resources, recycling and sustainability or minimize environmental impact in the areas of energy, water, waste, paper consumption, communication and travel
- reduce greenhouse emissions, create or support a pollution prevention initiative, protect community fresh water/rivers/coastal watersheds, and promote environmental initiatives
- assist Canadians in learning about their dependence on a healthy environment and the benefits of time in nature through outdoor education
- protect green (i.e., forestry, parks, natural environment, greenbelt areas) and blue (ie. rivers, creeks, watersheds, lakes, ocean, lagoons) spaces
- create or enhance pedestrian and cycle or environmentally-friendly transportation options in your community
- protect wildlife habitat from human impacts from development, deforestation, pollution and climate change and promote biodiversity
- if the idea is associated with wildlife, it must focus on habitat preservation or protection of the environment including protection of rivers, streams, forests, and Canada's natural resources or protect wildlife categorized as "pollinators" such as bees and butterflies as 90 per cent of the world's plants rely on pollinators for fertilization including about 75% of our food

(4) Community Legacy (Climate change and environment with broad reach and scalability in Canada, and potentially globally. Only ideas submitted by current and aspiring social entrepreneurs, aged 18-25 years old will be accepted)

Ideas submitted to this category must meet at least one of the following criteria:

- Support strengthening Canada's climate change/environment legacy
- Support the four priorities of Canada's environmental sustainability
 - addressing climate change and air quality;
 - maintaining water quality and availability;
 - protecting nature; and
 - shrinking the environmental footprint
- Promote protection, prevention and risk guidance around climate change/environment issues
- Promote collaborate environmental research
- Promote sustainable and environmental education programs
- Promote the collaboration of more than one climate initiative to solve alike problem
- Promote the use of education, research, and technology to support broad reach and scalability
- Promote renewable energy and carbon-reducing projects
- Promote biodiversity environment projects
- Promote protecting, lands and forests and oceans
- Promote preserving fragile eco systems
- Be associated with renewable energy, resources, recycling and sustainability or minimize environmental impact in the areas of energy, water, waste, paper consumption, communication and travel
- Support the upholding of administrative and enforcement of international, national, provincial and municipal environmental law

All ideas will be moderated to ensure it is in the right category. Ideas that do not meet the eligibility criteria within 1 of the 4 categories outlined above will be rejected.

Funding Levels & Qualifying as a Finalist

In addition to meeting the category eligibility requirements outlined above, ideas must be submitted into 1 of the 3 funding levels below.

- (1) Ideas seeking funding for \$0 - \$50,000 (Community Development, Health & Resilience categories only)
- (2) Ideas seeking funding for \$50,001 - \$100,000 (Community Development, Health & Resilience categories only)
- (3) Ideas seeking funding for \$150,000 (Community Legacy category only)

A total of 35 ideas will advance from the **Voting Round** to the **Judging Round**, as follows:

- At the end of the **Voting Round**, five ideas from each of the three idea categories (Community Development, Health & Resilience) and each of the two funding levels (up to \$50,000 and \$50,001 to \$100,000) will receive a spot in the **Judging Round** based on the most votes received during the **Voting Round**. That is a total of 30 ideas.

- At the end of the **Voting Round**, five ideas from the “Community Legacy” idea category will receive a spot in the **Judging Round** based on the most votes received during the **Voting Round**.
- This results in a total of 35 Finalists.

In the unlikely scenario that there are not enough ideas submitted within a funding level or category, the highest ranking idea(s) based on votes submitted will be selected and given a spot in the **Judging Round** to ensure 35 ideas in total are provided to the judges.

The 35 Finalists will be judged by an independent panel to help determine the Grand Prize Winners. Finalists will be judged solely on the judging criterion, which is outlined in the **Judging Round** and process section below.

Voting Round and Process

Everyone registered on the Aviva Community Fund site can vote for their favourite idea(s) during the Voting Round beginning October 10, 2017 at 12:00 noon ET until October 19, 2017 at 5:00 p.m. ET.

Aviva Canada Inc. will ensure all votes cast during the **Voting Round** are free from proxy voting. Aviva Canada Inc. has the right to review and remove ideas if proxy voting has occurred. Finalists will be determined based on the number of votes received after proxy votes have been removed once the **Voting Round** has closed. The number of votes remaining after removing any proxy votes will determine which ideas will become Finalists in the Aviva Community Fund. The total number of votes appearing on an idea’s project page are subject to change based on the number of votes removed due to proxy votes.

During the **Voting Round**, the following ideas will move on to the **Judging Round**:

- the top five ideas in the Community Development, Health & Resilience categories in the “up to \$50,000” funding level, and
- the top five ideas in the Community Development, Health & Resilience categories in the “\$50,001 to \$100,000” funding level
- the top five ideas in the “Community Legacy” category

A total of 35 ideas including the Top Ranked Broker-Supported Idea (see below for more details) and the top five ideas in the Community Legacy idea category (see below for more details) will move on to the **Judging Round** following the **Voting Round**.

Our independent panel of judges will review all 35 ideas and rank them according to pre-determined criteria outlined in these Terms and Conditions to determine which ideas will be funded. The announcement of Grand Prize Winners will be made prior to December 31st, 2017.

Finalist and Grand Prizes

Each idea in the **Judging Round** will be divided into groups, small funding level (“up to \$50,000”), large funding level (“\$50,001 to \$100,000 funding level”) and ranked based on judges’ score. The five Finalist ideas from the Community Legacy category will also be included in the **Judging Round** and will be ranked based on judges’ score.

The Aviva Community Fund will award grand prizes to one idea from each funding level and idea category, starting with the highest-ranked ideas, and then keep funding ideas until the entire \$1 million Aviva Community Fund has been allocated.

The Aviva Community Fund will award one prize of \$150,000 to the highest scoring Community Legacy idea.

Ideas that qualify for the **Judging Round** of the competition which do not win a grand prize from the Aviva Community Fund will receive a finalist prize of \$5,000. This prize can be allocated to Canadian registered charities, public foundations, non-profit organizations, social enterprises, registered B Corporations, publicly-funded schools, universities or colleges, and municipality or government entities.

Judging Round and process

The Judging panel is comprised of independent judges selected by Aviva to rank the Finalist ideas that have made it to the **Judging Round**. The Judging panel will evaluate these ideas based on the following criteria:

- **Sustainability & Legacy (25%)** What kind of lasting impact/legacy will this idea have? Does this idea require sustaining funding or can the project be concluded within the funding period (2 years)?
 - **Community Legacy Category-specific criteria (25%)** What kind of lasting impact/legacy will this idea have within Canada? How does this idea solve or support Canada's climate change/environment legacy?
- **Impact (25%)** How deeply will people be impacted by this idea, and how urgent is the need within the community? How many people will this idea directly and indirectly benefit? What is the nature of the benefits produced?
 - **Community Legacy Category-specific criteria (25%)** -- Does this idea have scalability and broad reach within Canada, and potentially globally? Will this idea create a deep impact within Canada?
- **Viability & Likelihood of Success (25%)(including Community Legacy Category)** Is this the right individual/team/organization to implement this idea? Is this the right plan to make the desired impacts? Is there a high probability of a timely and successful execution of this idea (within 2 years)?
- **Votes (15%) (including Community Legacy Category)** How high did the idea rank based on vote count in its category and funding level when entering the **Judging Round**? This score will be entered automatically.
- **Originality & Knowledge Mobilization (10%) (including Community Legacy Category)** Is this idea original and innovative? How can this idea be communicated to various

stakeholders and the general public? How can the learnings be harnessed and disseminated in an effective way?

The judges will determine a score for each idea in the **Judging Round** based on the above criteria. Each idea will be scored on a scale from 0 to 10 and weighted based on the percentages outlined. Each idea's score will be averaged among the judges.

The Aviva Community Fund will identify at least seven judges, which will include a broker judge and at least one Aviva employee judge – to evaluate Finalists that make it to the **Judging Round**.

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 may not be included in that idea's evaluation.

Top Ranked Broker-Supported Idea

The idea with the highest Aviva broker partner votes received during the **Voting Round** will be identified as a Finalist that moves into the **Judging Round**.

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 2017 Aviva Community Fund. Aviva may at any time and at its sole discretion, add or delete brokers from the list of contracted brokers. In the event that the idea that received the highest broker votes during the **Voting Round** is disqualified during the **Judging Round**, the next highest vote-earning broker-supported idea meeting the criteria of the program mechanics may be promoted to the **Judging Round** in its place at Aviva's discretion.

Note: *The Top Ranked Broker-Supported idea will become a Finalist regardless if it is a top 5 in terms of total number of votes in its category and funding level.*

Community Legacy Challenge

In celebration of Canada's 150th Anniversary and in the spirit of the Aviva Community Fund, Aviva Canada is challenging current and aspiring social entrepreneurs aged 18-25 years old, to help strengthen Canada's **Climate Change/Environment** legacy.

The challenge will launch as a new idea category (called "Community Legacy") in the 2017 Aviva Community Fund competition. Beginning on September 13th, current and aspiring social entrepreneurs aged 18-25 years old can submit ideas to the new "Community Legacy" idea category on www.avivacommunityfund.org. Approved ideas will enter the **Voting Round** and compete within the "Community Legacy" category for a chance to win the \$150,000 prize, which is available over and above the usual \$1 million.

The five (5) ideas that receive the most votes during the Voting Round will become Finalists, and will be evaluated by our panel of judges who will determine the winning idea. The winning idea will receive \$150,000 in funding to implement their idea within a two-year period. The

remaining four (4) Finalists will receive a \$5,000 donation to their charity of choice, which can include their own idea.

General Terms and Conditions:

You agree that the decisions of Aviva with respect to any and all aspects of the Aviva Community Fund 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 Aviva Community Fund 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 Aviva Community Fund 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 Aviva Community Fund 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, but hereby grant to Aviva and its licensees and designees all Usage Rights (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 Canada Inc. and its successors, assigns and licensees for all purposes and for the full term of any such rights.

You agree to indemnify and hold harmless Aviva, each officer, director, employee or agent of Aviva and its controlling persons, and their respective estates, successors, and assigns (each a "Aviva Indemnified Party"), 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 Indemnified Party 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 Corporate Affairs 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 Aviva Community Fund competition. If such malfunction, error, disruption, or damage occurs, and/or impairs the administration, security, fairness, integrity, or proper execution of the Aviva Community Fund competition and/or the Aviva Community Fund competition is otherwise not capable of running as planned, Aviva may, in its sole discretion, suspend the Aviva Community Fund competition for the remainder of the Aviva Community Fund competition or terminate the Aviva Community Fund competition by posting a notice on www.avivacommunityfund.org or www.avivacanada.com. Aviva reserves the right to disqualify the idea associated with any person found tampering with or abusing any aspect of the Aviva Community Fund competition, or keep such idea in the Aviva Community Fund competition but disqualify the submitting participant if the participant 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 Aviva Community Fund 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:

Your 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, and service marks ("Marks") displayed on the Aviva Community Fund website 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 Aviva Community Fund 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, noninfringement, 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 registered participants, fulfilling organizations, or anyone else on or throughout 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 this 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 Aviva Community Fund 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.avivacanada.com. By participating in the Aviva Community Fund 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 reserves the right to modify or amend the Terms and Conditions of the Aviva Community Fund at any time without notice to you. 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 the Aviva Community Fund, with respect to the subject matter referred to herein and supersedes all prior agreements and understanding whether electronic, oral or written.