

ALL IN  
PROGRAM RULES  
(the “Program Rules”)

These Program Rules govern the Program. By applying to participate or participating in the Program, you will be deemed to have read, understood, and agreed to be bound by these Program Rules.

1. WHAT IS THE PROGRAM?

All IN is an initiative that supports a world where equality thrives. As part of this initiative, Rogers Sports & Media, a division of Rogers Media Inc. (“Rogers”), is providing a total of ten million dollars (\$10,000,000) in media value and creative services over five (5) years starting in 2021 to help businesses and organizations that support equity-deserving groups prosper (the “Program”).

2. WHO IS ELIGIBLE?

To be eligible to apply for the Program and become a Participant, you must:

- (a) be a Canadian based business or organization that supports an equity-deserving group as of the date of entry; and
- (b) be the sole owner of all right, title and interest (including copyright) in and to the Application submitted in connection with the Program.

3. WHAT DOES A SELECTED APPLICANT RECEIVE?

Each successful applicant selected to participate in the Program (each a “Participant”) will receive up to two hundred and fifty thousand dollars (\$250,000) in media value and creative services from Rogers, curated to the Participant and intended to amplify the Participant’s message.

4. WHEN DOES THE PROGRAM START/END?

The Program is intended to have a duration of five (5) years. For participation in year two (2) of the Program (2022), you may apply between January 10<sup>th</sup> 2022, and 11:59PM February 13th, 2022. Rogers reserves the right to modify these dates in its sole discretion.

5. HOW DO I APPLY FOR THE PROGRAM?

To apply for the Program, the applicant must complete the form and information required on the Program website (the “Application”). There is a limit of one Application per business or organization per year of the Program.

6. COULD MY APPLICATION BE REFUSED OR REJECTED?

Your Application could be refused or rejected if:

- (a) you attempt to enter the Program in a way not authorized by these Program Rules;
- (b) your Application contains false or misleading information, or is falsified, illegible, damaged or incomplete or otherwise irregular; or
- (c) your Application is not in compliance with these Program Rules.

Rogers reserve the right to refuse any Application for any other reason as they may determine.

## 7. WHAT ARE THE CONDITIONS OF APPLICATION?

By applying for the Program:

(a) you agree to be bound by these Program Rules and by the decisions of Rogers, which decisions are final, binding and conclusive;

(b) you represent and warrant that: (i) your Application, including any material comprising your Application (e.g. name, user name, business/organization objective as described in the application etc., as applicable) and any material submitted with your application (e.g. photograph, video, written submission, or other form of submission, as applicable) (all such material, collectively, the "Application Material") is original to you, (ii) you have all necessary rights in and to your Application Material to apply for the Program, including the consent of any third parties whose information or intellectual property is included in your Application Material, and (iii) your Application Material does not contain, depict, include or involve content that is, or could reasonably be considered to be, inappropriate, unsuitable or offensive, as determined by Rogers;

(c) you waive and forever discharge Rogers, their respective parents, affiliates, and subsidiaries, any other companies associated with the Program, and all of their respective directors, officers, employees, agents, representatives, licensees, successors and assigns, as well as any Third Party Services, (collectively, the "Releasees"), and agree to indemnify and hold harmless each of the Releasees, from and against any and all claims, damages or liability, including any costs or losses related to personal injury, death, damage to or loss or destruction of property, arising out of, or in any way related to (i) your application and, if you were selected, your participation in the Program, (ii) the use of any Application Material or Publicity Material (defined below) in accordance with the rights granted in these Program Rules, or (iii) any breach of these Program Rules; and

(d) you are currently in good standing with Rogers Media Inc., its affiliated companies (including Rogers Communications Canada Inc.) and/or its media properties and platforms.

## 8. HOW DOES ROGERS SELECT THE PARTICIPANTS IN THE PROGRAM?

Between February and April of each year of the Program, at least four (4) organizations or businesses that submitted Applications will be selected as a potential Participants by a panel comprised of Rogers representatives, based on the following criteria: Equity-deserving group supported by the applicant (34%), Relevance of Application Material to the Program (33%), Creativity/Originality/Quality of Application Material (34%). Rogers' decision is final and binding and may not be challenged in any way.

Between the time the applicant applies for the Program and the selection of the applicants that will become Participants, the applicant may be required to provide, as reasonably required by Rogers, additional supporting documentation on the business or organization and/or its purpose.

In order to become a Participant in the Program, each selected applicant agrees to accept, sign and return, within any designated time period, any documentation reasonably required by Rogers, including (i) Rogers Sports & Media Standard Sales Terms and Conditions and (ii) a Rogers release of liability form.

## 9. WILL I APPEAR IN ANY PUBLICITY IF I AM SELECTED TO PARTICIPATE IN THE PROGRAM?

If you are selected as a Participant in the Program, Rogers may require you to appear in publicity related

to the Program or to any similar Program. By accepting, you:

- (a) grant to Rogers the irrevocable right to record, photograph or otherwise capture or document you, your likeness, your voice, or any statements you make regarding the Program, by any available means;
- (b) agree that any such captured material, together with your biographical information, such as name or place of residence, or your Application Material (collectively, all such materials, the "Publicity Material") may be used by Rogers or their licensees, successors, or assigns (collectively, the "Publicity Parties") in any media, whether now known or later devised, worldwide and in perpetuity, for purposes related to the Program or any similar Program. Any such use of the Publicity Material may include the reproduction, modification, adaptation, translation or creation of derivative works from your Application Material;
- (c) acknowledge that the Publicity Parties shall not be required to compensate you, notify you, or request your permission in connection with their use of any Publicity Material, unless otherwise prohibited by law; and
- (d) waive any rights that you may have or that may otherwise exist in connection with any use of the Publicity Material by any of the Publicity Parties, including any moral rights in any such Publicity Material.

#### 10. HOW WILL MY PERSONAL INFORMATION BE COLLECTED, USED AND DISCLOSED?

By applying for the Program, you consent to Rogers' collection, use and disclosure of your personal information in accordance with the Privacy Policy, available at [www.rogers.com/web/content/Commitment-to-Privacy](http://www.rogers.com/web/content/Commitment-to-Privacy) (the "Rogers Privacy Policy"), for purposes of administering the Program as described in these Program Rules.

You may be given the option to receive commercial emails or other communications of a commercial nature (collectively, "Commercial Communications") from Rogers or other parties. Should you elect to receive Commercial Communications from Rogers, your personal information will be used by Rogers to that end, in accordance with the Rogers Privacy Policy.

Your personal information may be disclosed to a third party in the following circumstances:

- (a) in accordance with these Program Rules, or with your consent, or as otherwise permitted or required by law;
- (b) you elect to receive Commercial Communications from a party other than Rogers;
- (c) to coordinate the fulfillment of creative services with a creative agency or supplier; and/or
- (d) if you have been asked to sign and return a Release Form or other documentation in accordance with these Program Rules, Rogers may disclose your personal information to any interested party, such as an entity who is released from liability.

**ROGERS' DISCLOSURE OF YOUR PERSONAL INFORMATION TO ANOTHER PARTY WILL CAUSE YOUR PERSONAL INFORMATION TO BE SUBJECT TO THAT PARTY'S PRIVACY POLICY AND PRACTICES.**

#### 11. WHAT LAWS APPLY TO THE PROGRAM?

The Program is subject to applicable federal, provincial and municipal laws and regulations. Any attempt to undermine the legitimate operation of the Program may be a violation of criminal or civil laws. Should any such attempt be made, Rogers reserve the right to seek remedies and damages to the fullest extent permitted by law.

## 12. CAN ROGERS CANCEL OR AMEND THE PROGRAM?

Rogers reserve the right, in their sole discretion, to cancel, modify, or suspend the Program or amend these Program Rules at any time, for any reason whatsoever. You may not amend these Program Rules in any way.