

Code Contest (“Contest”)

Terms and Conditions (“Contest Rules”)

1. The Contest Period

The online qualification round commences at 4:00 pm Eastern Time (“EST”) on Friday October 21, 2016 and concludes at 4:00 pm EST on Sunday October 23, 2016 (the “Contest Period”).

The final round which shall take place at SOTI headquarters located at 5770 Hurontario Street, Suite 1100, Mississauga, Ontario, L5R 3G5, Canada will commence at 11:00 am EST and end at 5:00 pm EST on Saturday, November 5, 2016.

2. Eligibility

The Contest is open only to residents of Ontario, Canada who are eighteen (18) years of age or older at the time of entry (“Contestant”). Employees, directors and officers of SOTI Inc. (the “Contest Sponsors”) any affiliate of the Contest Sponsors (the “Affiliates”) are eligible to enter the Contest.

By entering the Contest, all Contestants agree to abide by these Contest Rules and all decisions of SOTI, which shall be final and binding.

3. Requirements to Enter and Receive a Prize

In order to enter the contest, Contestants must have access to the Internet; and must have a valid email address, provide name, phone number, address including postal code, and/or any other information that SOTI may require to award a Contestant with a prize.

4. How to Enter and Contest Structure

NO PURCHASE NECESSARY. Contestants will be presented with problem(s) to solve within the given time frame. All Contestants can enter online between 4:00 pm EST on Friday October 21, 2016 and 4:00 pm EST until Sunday October 23, 2016 for the first round of the contest. No additional time shall be granted once the time has elapsed for the first round of the contest.

The contest shall be done individually. All Contestants shall have only one attempt to submit their solutions.

Top scoring Contestants from the first round shall be eligible for the final round and shall be notified on Wednesday October 26, 2016 any time between 12:00 am EST and until 11:59 pm EST. via email, or phone. SOTI shall not contact all other Contestants that are not eligible to participate in the final round.

SOTI at its sole discretion may modify or cancel the structure of the Contest at its discretion.

Contest entries will be declared invalid if they are false, late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. No communication or

correspondence will be exchanged with entrants except with those selected for a prize. Should it be discovered that an entrant is using the aid of computer software programs to auto-fill entries or otherwise in an unauthorized manner, that entrant will be immediately disqualified from the Contest. SOTI reserves the right to disqualify all such entrants from future contests conducted by the SOTI without further notice

5. Judging

Participants are ranked according to their scores. In case of a tied score, the Contestant with the fastest time will receive top ranking.

6. Prizes

Winners must be residents of Ontario, Canada.

There will be one (1) prize to be won. First Grand Prize shall consist of a cheque in the amount of five thousand dollars \$5,000.00 CAD, which shall be issued within thirty (30) days of notifying the Grand Prize winner.

For all monetary prizes, it is the sole responsibility of the Contestant to comply with all applicable tax laws and filing requirements. SOTI at no point shall be held responsible for the Contestant's taxes occurred from the cash prizes awarded by SOTI.

If Contestants fails to, is unwilling to, or unable to provide the required personal information during registration, the awarded prize may be forfeited and a new winner may be selected. Each prize winner will be contacted by a representative of SOTI by telephone and/or email, as provided by the Contestant at registration.

Contestants will be given instructions and a deadline as to how they must claim the prize. If the selected entrant for any of the prizes forfeits the prize, it will be re-awarded at the option of SOTI, subject to, among other things, time availability.

7. Official Rules Govern

In the event of a conflict between the Contest Rules and any instructions or interpretations of these Contest Rules given by an employee of SOTI regarding the Contest, these rules shall prevail. In the event of any discrepancy or inconsistency between the terms and conditions of these Contest Rules and disclosures or other statements contained in any Contest-related materials including, but not limited to, the registration form, point of sale, print or online advertising, the terms and conditions of these Contest Rules shall prevail, govern and control.

8. No Representation or Warranties

SOTI does not make any representation or offers any warranty, express or implied, as to the quality or fitness of the prize awarded in connection with the Contest. Prize winner(s) understand(s) and acknowledge(s) that he or she may not seek reimbursement or pursue any legal or equitable remedy from SOTI should the prize fail to be fit for its purpose or is in any way unsatisfactory to a prize winner.

9. Declaration

Contestant confirms that:

- he or she has read, understood and accepted these Contest Rules;
- that he or she understands that acceptance of the prize may involve danger and/or exposure to risks and hazards of both man-made and natural origin, whether arising from foreseeable or unforeseeable human error and negligence, and that, as a result, he or she may suffer damage to personal property, serious personal injury, illness or even death; and
- that he or she nevertheless freely and voluntarily agrees and does hereby assume any and all risks of personal injury, illness, death arising out of or connected with his or her participation in the contest and winning the prizes.

10. Prize Substitution

Prizes and prize portions are non-exchangeable, non-transferable, non-refundable, have no cash surrender value and must be accepted as awarded with no substitutions, except as may be decided by SOTI in their sole and absolute discretion. SOTI reserves the right, in their sole discretion, to substitute and/or modify the prizes, or prize portion, with (a) prize(s) of equal or greater value for any reason. Should a winner be unable to claim his/her prize or prize portion as awarded, his/her rights to the prize or prize portion will be forfeited.

11. Termination/Modification

Subject to applicable law, SOTI reserves the right to cancel, suspend, terminate and/or modify the Contest Rules or administration of the Contest, in whole or in part, without prior notice with no obligation or liability.

12. Ownership of Entries

All entries shall become the property of SOTI and their advertising and promotional agencies. SOTI assumes no responsibility for lost, stolen, destroyed or otherwise indecipherable entries due to any failure or technical malfunction of the telephone network, on-line computer systems of equipment, servers, access providers, software, poor reception, technical problems, and failure of any email or submission or due to any other reason regardless of cause.

13. Publicity

By entering the Contest, each Contestant consents to the use of his or her name, city of residence, photograph, voice, likeness, image or any other aspect of his or her personality for any publicity and programming purposes, commercial or otherwise, throughout the world, in all media, in perpetuity, by the Contest Sponsors, promoters and their advertising and promotional agencies, without any payment or compensation, except where prohibited by law.

14. Consent to Collection and Use of Personal Information

By entering the Contest and voluntarily providing personal information including, but not limited to, name, address, city, email address, home and office telephone numbers (the “**Contestant Information**”), each Contestant grants permission to SOTI to collect and use of the Contestant Information for the exclusive purpose of administering the Contest, selecting the prize winner(s) and to receive additional information surrounding SOTI’s partner programs and benefits. All information collected in the Code Contest will be subject to SOTI’s privacy policy, available online at <https://www.soti.net/policies/privacy-policy/>.

15. Tampering

If for any reason the Contest is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the reasonable control of SOTI that corrupts, impairs or affects the administration, security, fairness, integrity, or proper conduct of this Contest, SOTI reserves the right, at their sole discretion, to cancel, terminate, modify, extend or suspend the Contest and/or Prizes. SOTI further reserve the right to disqualify, from this Contest and future contests of SOTI, any individual who tampers with or in any way corrupts the entry process. SOTI may prohibit Contestant from participating in the Contest, future contests of SOTI and/or winning a prize(s) if, in SOTI’s sole discretion, if SOTI determines that said Contestants are attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or any unlawful or unfair playing practices relating to the Contest (including but not limited to the use of automated quick entry programs), prize(s), or intending to annoy, abuse, threaten or harass any other Contestants or the Contest Sponsors representatives. **Any attempt by a Contestant or any other individual to deliberately damage any web site or undermine the legitimate operation of the contest may be in violation of criminal and civil laws and should such an attempt be made, SOTI reserves the right to seek remedies and damages (including lawyers’ fees) from any such Contestant or any other individual to the fullest extent permitted by law, including criminal prosecution.**

16. Limitation of Liability

By entering the Contest, the Contestant agree that SOTI shall have no liability and shall be held harmless by the Contestant for any damage, loss or liability to person or property, due in whole or in part, directly or indirectly, by reason of entering the Contest, the acceptance, possession, use, enjoyment or misuse of Prize, or while preparing for, participating in any Contest-related or prize-related activity. SOTI is not responsible for technical, hardware, software or telephone failures of any kind, lost or unavailable network connections, fraud, incomplete, garbled or delayed computer transmissions, whether caused by any of SOTI’s, users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of submissions that may cause damage to a user’s system or limit an potential Contestant’s ability to participate in the Contest.

17. Where Contest Rules and Regulations are Available

These rules and regulations are available online at www.codemasterchallenge.ca (website) and at SOTI Inc., located at 5770 Hurontario, Suite 1100, Mississauga, Ontario, Canada, L5R 3G5.

18. Compliance with Laws

This Contest shall be governed by and construed under the laws of the Province of Ontario. Each Party irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to the service of process by mail or in any manner permitted by applicable law and consents to the jurisdiction of the courts of Ontario, Canada. The Contestants further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Contest. The Contest is void where prohibited by law.

The invalidity or unenforceability of any provision of these Contest Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Contest Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

In the event of any discrepancy or inconsistency between the English language version and any translated language version of the Contest Rules, as applicable, the English version shall prevail, govern and control.