Terms and Conditions

The Aviva Community Fund competition is for participation only in Canada and is subject to the laws within Canada. The Aviva Community Fund competition is sponsored by Aviva Canada Inc.("Aviva"), 2206 Eglinton Avenue East, Scarborough, Ontario, Canada, M1L 4S8.

How to Participate and Register:

To participate in the Aviva Community Fund competition you need to register at www.avivacommunityfund.org or through Facebook Connect.

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.

To register with the Aviva Community Fund, visit www.avivacommunityfund.org. You will be asked to either register using Facebook Connect 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 competition in the following three ways: (1) create and enter an idea for positive change in a community ("Idea"); (2) show support for one or more ideas from others by voting for your favourite idea(s); (3) participate in online discussions about the idea(s) on the Aviva Community Fund site. To participate on any of these levels you need to be registered on the Aviva Community Fund website. Canadians can also participate by supporting and commenting on the Aviva Community Fund Facebook page or participating in online discussions using Twitter or other social media channels.

Anyone registered with the Aviva Community Fund can vote on ideas during the Qualifying Voting Round which begins at noon October 6, 2015 EST and ends at 4PM October 23, 2015 EST.

Registered participants can nominate by voting for one or more ideas that they feel should advance to the Final Judging Round based on the eligibility criteria set forth below. A registered participant may vote on any idea, but they will only have 18 votes, and they can only vote once per day for each idea. Participants may not register multiple times for the Aviva Community Fund. Participants are only allowed to register one email address or one Facebook account. Multiple entries by an individual are not allowed. Proxy voting, or voting on behalf of another individual is not allowed. Creating email accounts, Facebook accounts and using these accounts for voting purposes when a participant has already voted using another account or paying for votes is strictly forbidden.

Anyone with a Facebook account can comment on the ideas. Any comments, suggestions, and other postings may be utilized by anyone entering an idea. All uses of the comments are subject to the Terms and Conditions of the Aviva Community Fund competition.

Who can Participate:

To participate in the Aviva Community Fund competition, 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 on the site and you may be asked to provide evidence of that written approval at Aviva's discretion.

To enter an idea into the Aviva Community Fund competition:

- 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 he/she lives) of a judge participating in the Aviva Community Fund competition; and
- You can't be an employee or immediate family member (i.e. spouse, child parent or sibling regardless of where he/she lives) of any promotion or development partners of Aviva involved with the Aviva Community Fund.

Entry and Eligibility Criteria:

To enter your idea into the Aviva Community Fund competition, visit www.avivacommunityfund.org and submit an idea between noon September 15, 2015 EST and 4PM October 2, 2015 EST. Register and complete the online create an idea form. You must register first before you can create an idea.

After you submit your idea, it will be screened for objectionable content and to ensure your idea meets the criteria of the idea category you have selected. The idea content has to be original and not copied from any other work. Your idea must be submitted in one of Canada's two official languages (English or French).

Your idea has to take place within Canada, and should not require access to private or restricted property in order to be implemented (though public or municipal properties or ideas that benefit an organization, school or are accessible to the general public are permitted at the sole discretion of Aviva).

Aviva reserves the right to decline ideas from being posted on the Aviva Community Fund site at any point in the competition if it does not comply with the Terms and Conditions or if Aviva decides, in its sole discretion, that the idea is not suitable for the Aviva Community Fund. You can edit your idea at designated points during the competition, including prior to the Final Judging Round. Edits are subject to the same review and criteria as the initial idea entry. Once you submit a new version of your idea, and that new version has been reviewed and posted, the prior version will be deleted from the Aviva Community Fund website. Please note that you cannot change the idea category or funding level once voting begins at noon October 6, 2015 EST.

Your idea should be realistic to implement within 1 of 2 funding levels ($0-50k and $50k-$100k) available through the Aviva Community Fund, and realistically implementable or well underway by December 31st, 2016.

Should your idea involve the implementation of a program that requires funding beyond 2016, Aviva can only provide one year of funding (the funding required for the initial set-up), after which funding will no longer be available from Aviva. It may be possible to consider any recurring funding requirements as part of the total cost of the project and therefore may be allocated at the time of announcement. However, in no event will there be any additional commitment by Aviva beyond this allocation. Ideas requiring recurring funding will receive a lower score on the "Longevity and Sustainability" component of the judging criteria unless there is a feasible plan to obtain ongoing funding from other sources.

Ideas submitted to the Aviva Community Fund competition must meet the Idea Category Criteria within at least 1 of 3 categories listed below.

A single individual must submit an idea; while that individual can serve as a "team captain," all participant agreements and relationships must be managed outside of the Aviva Community Fund competition program.

Your idea must be associated with a Canada Revenue Agency registered charity, Sports non-for-profit organization, fully publically funded elementary (primary) or secondary school, University or College, municipality or government entity.

Your idea cannot include any mention of any specific individual, company, brands, or products for commercial purposes or promotion.

The Aviva Community Fund should not be exploited for commercial use or promotion. Ideas that are connected to for-profit business ventures or that financially compensate an idea creator beyond fair wage are not eligible to win the Aviva Community Fund and may be removed at any point during the competition.

Your idea cannot contain any trademarks or other material owned by a third party without the express written permission of that third party.

Your idea cannot contain any 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.

The outcome of your idea cannot result in discrimination on the basis of gender, race, religion, creed, national origin, disability, handicap, age, sexual orientation, or any other basis prohibited by law, as determined in the sole discretion of Aviva.

If your idea is submitted on behalf of or in association with a religious organization, its outcome must be accessible to anyone of any faith.

Your idea cannot involve any form of mandatory religious study or discrimination against any faith or group. Ideas that promote religious advocacy, attempt to convert people to another religion, or attempt to expand membership are not eligible to win the Aviva Community Fund and may be removed at any point throughout the competition.

Your idea cannot support any particular political party, lobbyist or affiliated group.

Your idea cannot directly promote or speak negatively about any particular faith, political action, legislation or party, or promote or encourage the violation of any law, as determined in the sole discretion of Aviva.

Your idea cannot promote any activities that may appear unsafe or dangerous, as determined in the sole discretion of Aviva.

Your idea cannot request funding that provides medical support or a direct financial, educational or other benefit to an individual or family as determined in the sole discretion of Aviva.

Your idea cannot be associated with a fully or partially privately funded elementary (primary) or secondary school.

Your idea cannot request funding for spay and neuter, animal rescue, humane society, animal sanctuary programs (for non endangered species) including but not limited to, all cat and dog shelters, as determined in the sole discretion of Aviva.

Your idea cannot request funding for animal welfare ideas whose primary focus is not on the sustainability of the environment, climate, or overall protection of nature or Canada's natural resources, as determined in the sole discretion of Aviva.

Your idea cannot relate to controversial subject matter or any subject that is contrary to the interests of Aviva, as determined in the sole discretion of Aviva.

Aviva reserves the right, in its sole discretion, at any time and at any stage of the submission, judging, or voting process, to disqualify any idea that does not comply with the requirements set forth in these Terms and Conditions, or if the 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 Aviva Community Fund or its participant, or in its sole discretion, 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 Final Judging Round. An idea that does not meet the eligibility criteria will not qualify for funding. If Aviva determines an idea does not meet eligibility criteria at any point in 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 phase, the next highest vote-earning submission meeting the criteria of the program mechanics may be promoted to the next phase 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 3 category definitions listed below. Categories include:

(1) "Community Resilience" (Environment, Climate, Disaster Relief and Prevention)
(2) "Community Health" (Health, Sport, Active Living and Play)
(3) "Community Development" (Education, Skills Training, Culture, and Basic Needs)

(1) "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, to learn 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

All ideas that are seeking funding for research will get categorized into the "Community Development" category even if that research seeks funding for matters related to the environment, climate, energy or habitat preservation.

(2) <u>"Community Health" (Health, Sport, Active Living and Play)</u>

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-for-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 affects the long term well-being of the public
- support fundraising efforts to buy new equipment for your community hospital or improve treatment services/facilities

All ideas in this category must provide direct benefit and access to the public and must be accessible to all within the community.

All ideas that are seeking funding for medical or health related <u>research</u> will get categorized into the "Community Development" category.

(3) <u>"Community Development" (Education, Skills Training, Culture, and Basic Needs</u>)

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
- charities, foundations and hospitals conducting research on health, medical, climate, conservation, environmental, or science and technology innovation
- programs that fight poverty such as assistance programs, drop in centers, food banks, or awareness programs focused on hunger, poverty or healthy eating.
- projects to help restore community culture including museums, community centres, historic landmarks, art, or music and conservation
- programs that serve marginalized populations including low-income, new comer, homeless, or those in need of transitional housing
- programs that provide counseling or mental health services

All ideas will be moderated to ensure that their specified category is accurate. Ideas that do not meet the eligibility criteria within 1 of the 3 categories defined above will be rejected.

Funding Levels & Qualifying as a Finalist:

In addition to meeting the eligibility requirements within 1 of the 3 idea categories above, ideas must be submitted into 1 of the 2 funding levels listed below:

(1) Ideas seeking funding for $0 - $50,000, and
(2) Ideas seeking funding for $50,000 - $100,000

A total of 30 ideas advance from the Qualifying Voting Round to the Final Judging Round, as follows:

- At the end of the Qualifying Voting Round, five ideas from each of the three categories and each of the two funding levels ("up to $50,000" and the "$50,000 to $100,000 funding level) will receive a spot in the Final Judging Round based on most votes received during the Qualifying Voting Round. That's a total of 15 ideas from the $0-$50,000 funding level and 15 ideas from the $50,000 - $100,000 funding level.
- In the unlikely scenario that there are not enough ideas submitted within a budget level or category, the highest ranking idea(s) based on vote will be selected and given a spot in the Final Judging Round to ensure 30 ideas in total are provided to the judges.

The 30 finalist ideas selected will be judged by an independent panel to help determine the winners. Ideas in the Finals will then be judged solely on the Judging Framework, which is outlined in the Judging section below.

Voting process:

Everyone registered on the Aviva Community Fund site can vote for their favourite idea(s) following the Idea Entry phase, and during the Qualifying Voting Round which begins at noon October 6, 2015 EST and ends at 4PM October 23, 2015 EST of the competition. These votes will determine which ideas will become finalists in the Aviva Community Fund competition, and will contribute to a percentage of the final score allocated by the judges.

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

- the top five ideas in each of the three idea categories in the "up to $50,000" funding level, and
- the top five ideas in each of the three idea categories in the "$50,000 to $100,000" funding level

Therefore, a total of 30 ideas will move on to the Final Judging Round following the Qualifying Voting Round.

Our panel of impartial judges will review all of the 30 ideas that are in the Judging phase and rank them according to pre-determined criteria outlined in these Terms and Conditions to determine which ideas will be funded. The announcement of winners will be made prior to December 31st, 2015.

Individuals can vote once per day in the voting periods of the Qualifying Voting Round. You cannot vote on behalf of other people. Multiple entries by an individual are not allowed. Proxy voting, or voting on behalf of another individual is not allowed. Proxy votes will be removed from the competition at the sole discretion of Aviva. Creating email accounts, Facebook accounts and using these accounts for voting

purposes when a participant has already voted using another account or paying for votes is strictly forbidden.

Finalist prizes:

Ideas that qualify for the Final 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 will be allocated to a CRA registered charity, Sports non-for-profit organization, fully publically funded elementary (primary) or secondary school, University or College, municipality or government entity of the idea creator's choice. Finalist prizes will be subtracted from the $1,000,000 fund.

Judging process:

The Judging panel is a diverse group of impartial judges selected by Aviva to rank the 30 ideas that have made it to the Final Judging Round. The Judging panel will evaluate these ideas based on the following criteria categories:

- **(25% of score) Impact:** How deeply are people impacted by this idea, and how urgent is the need? How many people will this idea benefit, and will it be compelling for a broad audience?
- **(15% of score) Likelihood of Success:** Is there a high probability of speedy and successful execution of this idea?
- **(30% of score) Longevity & Sustainability:** How long will the idea's impact last? Will this idea require regular funding beyond the initial request? If so, is there a plan to obtain additional funding? Note that regular funding beyond the initial request will result in lower scores.
- **(5% of score) Originality:** How novel is the idea?
- **(10% of score) Submission Quality:** How much effort went into the quality of the idea entry? Was it well thought through and clearly explained?
- **(15% of score) Votes:** What was the idea's ranking in votes in its category and overall competition entering the Judging phase?

The judges will determine a score for each idea in the Final Judging Round based on the criteria and idea categories contained herein. Each idea will be scored on a scale from 0 to 10 and weighted based on the percentages outlined above.

Each idea's score will be averaged among the judges. Each idea in the Final Judging Round will be divided into groups of Small (“up to $50,000” funding level) and Large (“$50,000 to $100,000 funding level”) ideas and ranked based on score. The Aviva Community Fund will then award funds to one idea from each funding level and idea category, starting with the highest ranked ideas, and then keep funding ideas until the entire Aviva Community Fund has been allocated.

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 ideas that make it to the Final Judging Round of the competition.

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.

Broker Supported Grand Prize:

The Broker Supported Grand Prize is an Aviva Community Fund grand prize, given to a single broker-supported idea. To be eligible for the Broker Supported Grand Prize, in addition to meeting the eligibility criteria outlined above, the idea creator must receive at least one vote from an Aviva broker who has registered for the Aviva Community Fund and been identified by the Aviva Community Fund as an Aviva contracted broker. Aviva may at any time and at its sole discretion, add or delete brokers from the list of contracted brokers.

The recipient of the Broker Supported Grand Prize will be selected by the Aviva Community Fund judges. The Aviva Community Fund will fund the Broker Supported Grand Prize first. Up to $100,000 will be reserved for the Broker Supported Grand Prize.

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 entry and all comments, suggestions, graphics, ideas, and other information or materials you submit in the idea entry 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 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 communications may contact you with requests for additional information about your idea. As an idea creator, 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; © 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.