

ITS 2009 SMART Table Application Design Contest

SMART Technologies ULC and its affiliates and subsidiaries (“**SMART**”) are proud to present the ITS 2009 SMART Table Application Design Contest (the “**Contest**”), subject to fulfillment of the contest requirements and acceptance by you of the Contest Terms and Conditions.

Instructions

Develop an application program (“**Application**”) for the SMART Table either on your own or in a team that creates engaging, educational experiences for children aged 5 to 10. Applications will be judged at the ACM International Conference on Interactive Tables and Surfaces (“**ITS 2009**”), to be held November 23 to 25, 2009, in Banff, Alberta, Canada. The individual or team that creates the winning Application will win a SMART Table for their designated beneficiary organization (see Contest Terms and Conditions for full details).

To be eligible to win this Contest, you must:

- Have at least one team member (or yourself for individual entries) registered for ITS 2009 and be present during the announcement of winning Application;
- Review and agree to the Contest Terms and Conditions;
- Complete the online Expression of Interest form found at www.smarttech.com/tablecontestentry. You will receive an email from SMART shortly after providing links to the SMART Board SDK (required in order to run the SMART Table SDK), the SMART Table SDK, an on-demand webinar that explains how you can create applications with the SMART Table SDK, and a Contest Entry and Acknowledgement form (“**Contest Entry and Acknowledgement**”);
- Download the SMART Board SDK and SMART Table SDK (collectively the “**SDKs**”). SDKs may be used only in accordance with applicable licenses and subject to acceptance of end-user license agreements;
- Design an Application built with the SMART Table SDK;
- **Sign and complete the Contest Entry and Acknowledgement. For team entries, the Contest Entry and Acknowledgement must be signed by each team member;** and
- Submit your Application and completed Contest Entry and Acknowledgement to tablecontest@smarttech.com with the email subject heading “ITS 2009 Table Application Design Contest.” Applications may be submitted as an attachment (size permitting) or provided as a link to where the Application file is hosted. **Entrants who do not complete and submit their Application and Contest Entry and Acknowledgement prior to the entry deadline will be disqualified.**

Your Application and completed Contest Entry and Acknowledgement must be received no later than 11:59 p.m. (MST), Monday, November 16, 2009.

Several SMART Tables will be made available to all entrants for debugging Applications at ITS 2009 on November 22, 2009.

Applications will be judged on November 24, 2009 by a panel of 3 qualified judges selected by SMART, including at least one independent judge, in accordance with the Contest Terms and Conditions. The grand prize winner will be announced at the closing session of ITS 2009 on November 25, 2009.

If you have questions, please e-mail tablecontest@smarttech.com.

Participation in the ITS 2009 SMART Table Application Design Contest (the “**Contest**”) is conditional upon your agreement to the terms and conditions set forth below.

By entering this Contest, which is sponsored and administered by SMART Technologies ULC and its affiliates and subsidiaries (“**SMART**”), you could win a SMART Table for your designated beneficiary organization as set out in the Contest Entry and Acknowledgement form (“**Contest Entry and Acknowledgement**”). Application programs and completed Contest Entry and Acknowledgements must be received by SMART no later than 11:59 p.m. (MST) November 16, 2009.

It is your responsibility to review and understand your employer/academic institution’s policies regarding participating in this and other contests. If you are in violation of your employer/academic institution’s policies, you may be disqualified. SMART disclaims any and all liability for disputes that may arise between an entrant and their employer/academic institution related to this Contest.

Rules and Regulations

Prize description and approximate prize value

One (1) grand prize will be awarded, which will consist of the following:

- One (1) SMART Table, valued at US\$7,999.

Entry limits

Entrants may be individuals or teams. Individuals may be on more than one team, but no two teams may be composed of the same members. Entries are limited to one (1) entry per person and/or one (1) entry per team.

Method of Entry

Entrants must complete the online Expression of Interest form found at www.smarttech.com/tablecontestentry, and will receive an email from SMART shortly after providing links to the SMART Board SDK (required in order to run the SMART Table SDK), the SMART Table SDK, an on-demand webinar explaining how you can create applications with

the SMART Table SDK, and a Contest Entry and Acknowledgement.

Entrants must develop an application program (“**Application**”) for the SMART Table built with the SMART Table SDK.

Applications and completed Contest Entry and Acknowledgements must be submitted to tablecontest@smarttech.com with the email subject heading “ITS 2009 Table Application Design Contest.” Applications may be submitted as an attachment (size permitting) or provided as a link to where the Application file is hosted.

For team entries, the Contest Entry and Acknowledgement must be signed by each team member.

Entry Deadline

Applications and completed Contest Entry and Acknowledgements must be submitted no later than 11:59 p.m. (MST) November 16, 2009.

Eligibility

The Contest is open to residents of the United States, Canada (excluding residents of Quebec), and the United Kingdom (collectively the “**Eligible Jurisdictions**”).

Employees of, members of the immediate family of an employee of, retirees of, or persons domiciled with an employee of SMART, any of SMART’s subsidiary companies, distributors, dealers, agents, associates, representatives, advertising or promotional agencies, or any person involved in the administration, judging or execution of the Contest are not eligible to enter the Contest.

Entrants must be legal age of majority in their state/province/territory of residence, and be a legal resident of and reside in an Eligible Jurisdiction at the time the entrant enters the Contest and at the time a winner(s) is announced.

At least one team member (or the entrant for individual entries) must be registered for ITS 2009 and present during the announcement of the winning Application.

Entrants must designate a beneficiary organization in order for their submission to be validated. Beneficiary organizations may be an

accredited academic institution. Designated beneficiary organizations must be located in an Eligible Jurisdiction. The designation, once made, is irrevocable. Designations must be made in the Contest Entry and Acknowledgement. The winning entry's designated beneficiary organization becomes the beneficial owner of the prize package.

Application requirements

Applications must be wrapped as a single SMART Table Application file created by the SMART Table SDK application packer. Applications must not include any prerequisites that are not part of the SMART Table. This includes any run times and registry entries. Applications with memory leaks, crashes, or other performance issues that impact the usability of the Application on a SMART Table may be disqualified.

SMART Table Applications must meet the following criteria:

- Be aimed at children from the ages of 5 to 10 years old.
- Be fun and engaging.
- Have educational value.
- Illustrate the technological capabilities of the SMART Table (multitouch, gesture recognition, etc).
- Focus on collaboration between users rather than competition.
- Be designed for 2 to 6 simultaneous users.
- Stimulate discussion between users.
- Have a 360-degree user interface (rather than top to bottom orientation).
- Be original, unpublished works.
- Meet the other criteria specified in the Contest Terms and Conditions, including compliance with the Intellectual Property requirements stated below.
- Must be in good taste and not disparage or derogate SMART or SMART products in any manner whatsoever.

Debugging and Modified Applications

Several SMART Tables will be made available to all entrants physically present at the ITS 2009 conference location for debugging Applications on November 22, 2009 between the hours of 12:00 p.m. and 5:00 p.m. (MST). Modifications may be made to Applications only after debugging and solely for the purpose of correcting any errors found during debugging; if it is discovered that any modifications other than those permitted have been made, entrants may be disqualified. Modified Applications must be submitted in person to SMART Contest organizers on USB digital media at ITS 2009 on November 23, 2009 between the hours of 1:00 p.m. and 3:00 p.m. (MST), at which time Applications will be copied by SMART Contest organizers and USB digital media will be returned.

Void

The Contest is void in the Province of Quebec, and other jurisdictions where prohibited or otherwise restricted by law.

Winner selection date

Applications will be judged and one (1) grand prize winner will be selected on November 24, 2009.

Method of determining winners

A panel of three (3) qualified judges selected by SMART including at least one independent judge will judge all eligible Applications under the three (3) categories of creativity, educational value, and technical excellence. Each category will have equal weighting. The winning Application will be subject to verification for compliance with these Terms and Conditions.

Announcement of winner

The grand prize winner will be announced at the closing ceremony of ITS 2009 on November 25, 2009.

Publicity release and consent to receive promotional materials

All submissions will be retained by SMART and will not be returned. All entrants acknowledge that if declared a winner, SMART will be entitled to record and use their name, character, photograph, voice and/or likeness (individually

and collectively, the “**Winner Information**”) in connection with the promotion this or other contests. SMART is entitled to use the Winner Information without any claim of royalty, rights or remuneration for use by winner(s).

All personal information collected when entering the Contest will be used only pursuant to SMART’s Privacy Policy, which is available at <http://smarttech.com/company/privacy.asp>.

All promotional pieces are and remain the property of SMART. SMART reserves the right to publicize this Contest and the winner.

Intellectual property

Where copyright-protected materials are used in an Application, entrants ensure, acknowledge and agree by submitting their entry that written consent has been obtained from the copyright holders.

This Contest and all accompanying materials are Copyright 2009 SMART Technologies ULC.

You are being granted permission to use SMART logos and trademarks for purposes of this Contest submission only. SMART trademark usage guidelines are available at <http://smarttech.com/company/trademarksindex.asp> and at <http://smarttech.com/company/trademarksusage.asp>. The SMART logo and SMART Board™ are registered trademarks of SMART Technologies ULC. Copying or unauthorized use of any copyrighted materials, trademarks or other intellectual property without the express written consent of SMART is strictly prohibited.

Use of Applications

By entering the Contest, all entrants acknowledge and agree that SMART will treat all Applications as non-confidential, that SMART can and will be entitled to use all Applications without any compensation to entrants or to any other person or entity for any and all purposes related to this Contest, and that SMART may have already developed, may be in the process of developing, and is not restricted in any way from developing and marketing, products, services, functions, features or plans similar to, overlapping or competitive with any submitted Application(s) for any commercial or non-commercial purposes. All entrants agree that if requested by SMART, they

will demonstrate their Application at ITS 2009, highlighting full technical capabilities, creativity and educational value of the Application.

By entering this Contest all entrants acknowledge and agree that if selected as the winning Application and if requested by SMART, such winning entrant(s) shall without charge to SMART or any other person:

- **post and make their Application available for free download on Exchange.Smarttech.com or such other SMART content site as determined by SMART; and**
- **assist SMART in the translation of their Application in order to make it available in other languages for posting on any one or more SMART contest sites.**

Subject to SMART’s approval, entrants may post and make their Applications available for free download on Exchange.Smarttech.com or other SMART content site.

Unclaimed prizes

Winner(s) will forfeit their prize if it is not claimed within thirty (30) minutes following announcement of the winner.

Disqualification

In the event a team member is disqualified under these terms and conditions, the Application submitted by the disqualified entrant’s team may also be disqualified.

Verification

All entries and prize claims are subject to verification by SMART and/or its designated representatives. SMART will be the sole and final authority in validating entries and prize claims. Winners may forfeit any and all prize winnings if verification cannot or has not been made within thirty (30) days of being notified of the win.

Limitation of liability

By entering the Contest, entrants release and hold harmless SMART, its directors, officers, employees and agents from any and all liability

or injuries, loss or damage of any kind arising from or in conjunction with this Contest or the use of any prize won.

SMART is not responsible for matters beyond its reasonable control including without limitation any Contest documentation or submissions (including Applications) that are incomplete, lost, stolen, misdirected, not received, destroyed or delayed for any reason whatsoever.

SMART is not liable for faulty computer links, the loss or non-existence of communications capability, or faulty, incomplete, incomprehensible or erased computer or network transmissions that render a Contest entrant ineligible for the Contest.

SMART is not liable for any damage or loss that may be caused directly or indirectly, in whole or in part, by the downloading of any software or form or the transmission of any information with regard to entering the Contest.

If any part of this "limitation of liability" provision is illegal, invalid or unenforceable in an Eligible Jurisdiction (the "**Unenforceable Jurisdiction**"), such provision shall be read, interpreted and modified in the Unenforceable Jurisdiction to the minimum extent necessary to effectuate such provision's meaning and intention, and the remainder of this "limitation of liability" provision shall remain in full force and effect.

All rights reserved

SMART reserves the right to cancel, terminate or suspend this Contest, at its sole discretion, in the event of a computer virus or bug, unauthorized human intervention, or any other occurrence beyond their control that corrupts or adversely affects the administration, security or normal operation of the Contest. Should circumstances beyond its reasonable control make this necessary, SMART reserves the right to change or

alter any of the Terms and Conditions or to cancel the Contest at any time.

No purchase required

No purchase of SMART products is required. Purchases will not improve chances of winning.

Awarding of prize

The prize must be accepted as awarded. No cash alternatives or product substitutions are available. If the specific prize becomes unavailable due to unforeseen circumstances, SMART reserves the right to substitute a prize of like or equal value.

Delivery of prize

The prize will be ready for delivery 60 days following SMART's notification of the win. SMART will work with the winner and the designated beneficiary organization to arrange for delivery. All shipping costs associated with the delivery of the prize to the winner's designated beneficiary organization will be paid for by SMART.

Expenses and costs

Winners are solely responsible for any and all taxes and/or fees that may be incurred, which are not specifically indicated above.

Contest sponsor

This Contest is sponsored by SMART Technologies ULC, its affiliates and subsidiaries.

SMART Technologies ULC
3636 Research Road NW
Calgary, AB T2L 1Y1
CANADA

CONTEST ENTRY AND ACKNOWLEDGEMENT



Each of the undersigned hereby certifies, represents, warrants and agrees to the following:

1. The undersigned understands, agrees and consents to the ITS 2009 SMART Table Application Design Contest Terms and Conditions (the "**Terms and Conditions**") and has satisfied all eligibility requirements contained therein.
2. The undersigned acknowledges that if declared a winner, SMART shall be entitled to record and use their name, character, photograph, voice and/or likeness (individually and collectively the "**Winner Information**") in connection with the promotion of the ITS 2009 SMART Table Application Design Contest (the "**Contest**") or other promotions. The undersigned hereby grants SMART permission (if declared a winner) to use the Winner Information and waives any claim of royalty, rights or remuneration for such use.
3. The undersigned's designated beneficiary organization and the full delivery address thereof is as set forth below. The undersigned understands that this designation is irrevocable, and that if declared a winner of the Contest, the designated beneficiary organization is and will be the sole beneficial owner of the prize.
4. The submitted application program (the "**Application**") is an original, unpublished work, does not violate the copyright, moral rights or other intellectual property rights (whether registered or unregistered) of any third party, nor does it defame any person or unlawfully invade their privacy or violate their rights of publicity.
5. The undersigned has reviewed and understands their employer/academic institution's policies regarding participating in this Contest. In the event consent is required by the undersigned's employer/academic institution to enter the Contest, the undersigned represents and warrants that such consent has been obtained. The undersigned acknowledges that if by entry in the Contest they are in violation of their employer/academic institution's policies, the undersigned and their Application may be disqualified.
6. Written consents and releases have been obtained for every identifiable individual in the Application, authorizing the use of such individual's image in the Application. In the case of an identifiable child, written consents and releases authorizing the use of the child's image in the Application have been obtained from such child's parent or guardian.
7. If declared the winner, the undersigned hereby agrees to post and make their Application available for free download on Exchange.Smarttech.com or other SMART content site, and further agrees to assist SMART in the translation of their Application into such additional languages as SMART may request. This paragraph 7 shall be subject to the authorization and request of SMART.
8. In no event will SMART be liable for any damages (direct, indirect, incidental, consequential, special, economic, punitive, exemplary, speculative or otherwise), losses, costs or expenses of any sort, including but not limited to, property damage, personal injury, loss of profits, loss of production, loss of use, loss of data, information or revenue, or interruption of business, however caused, arising out of the Contest or the prize awarded. If any part of this paragraph is illegal, invalid or unenforceable in an eligible jurisdiction (the "**Unenforceable Jurisdiction**"), such paragraph shall be read, interpreted and modified in the Unenforceable Jurisdiction to the minimum extent necessary to effectuate this paragraph's meaning and intention, and the remainder of this paragraph shall remain in full force and effect.
9. The undersigned hereby agrees to hold SMART and its affiliates, subsidiaries, licensees, sponsors, assigns and distributors harmless from and against, and hereby waives any right to pursue any claims of any nature arising in connection with the use, inclusion in, publication via or display on any SMART website, publication or any other use authorized under the Terms and Conditions or the terms of this Contest Entry and Acknowledgement.
10. The undersigned agrees to execute and deliver all further documents or do such things as may be required or deemed by SMART to be advisable at SMART's expense to give full effect to this Contest Entry and Acknowledgement.
11. The information contained herein is true and accurate. The name of each team member (where Contest entry is undertaken by a team) is set forth below.

CONTEST ENTRY AND ACKNOWLEDGEMENT



12. The undersigned possess the rights necessary to enter into this Contest Entry and Acknowledgement, and no person(s) besides the undersigned and those listed as team members below have any right, title or interest in or to the Application.

This Contest Entry and Acknowledgement shall be interpreted and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. The undersigned agrees to submit to the exclusive jurisdiction of the laws and courts of the Province of Alberta, Canada.

If any provision of this Contest Entry and Acknowledgement is invalid, unenforceable, in conflict with or in violation of the laws of the governing jurisdiction or any other relevant jurisdiction, such provision shall be inoperative in the applicable jurisdiction and the validity of the remaining provisions shall not be affected.

This Contest Entry and Acknowledgement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

This Contest Entry and Acknowledgement shall be irrevocable and shall ensure to the benefit of and be binding upon the undersigned and their successors and assigns.

This Contest Entry and Acknowledgement must be completed by each team member (where Contest entry is undertaken by a team).

Designated beneficiary organization (may be an accredited academic institution) _____

Delivery address of designated beneficiary organization _____

Full list of team members (where Contest entry is undertaken by a team) _____

I have read this Contest Entry and Acknowledgement carefully and fully understand its meanings and implications.

Signature: _____

Witness: _____

Name: _____

Name: _____

Date: _____

Signature: _____

Witness: _____

Name: _____

Name: _____

Date: _____

Signature: _____

Witness: _____

Name: _____

Name: _____

Date: _____