

# Rules

## BUSBUD SCHOLARSHIP 2015

### OFFICIAL RULES

#### NO PURCHASE NECESSARY AND NO FEE TO ENTER

These are the Official Rules (“**Rules**”) for the Busbud Scholarship 2015 (“**The Challenge**”). In these Rules, “**you**” and “**your**” refer to an eligible entrant, and “**we**,” “**us**,” and “**our**” refer to Busbud (“**Busbud**” or “**Sponsor**”). You must agree to these Rules to participate in the Challenge. Please read them carefully to fully understand the Rules prior to registering for the Challenge.

**1. ELIGIBILITY.** You are eligible to enter and participate in the Challenge if you meet the following requirements at the time of registration:

a. Residency: You must be a legal resident of one of the following countries: France, Germany, Netherlands, Belgium, Poland, Portugal, Republic of Italy (“Italy”), Spain, Sweden, Denmark, Norway, Finland, Switzerland, United Kingdom, the Republic of Ireland, Greece, Hungary, Austria, Luxembourg, Monaco, Liechtenstein, Bulgaria, Croatia, Cyprus, Czech Republic, Estonia, Latvia, Lithuania, Malta, Romania, Slovakia, Slovenia, Mexico, Brazil, Canada and the 50 United States of America and the District of Columbia (“U.S.”). The Challenge is void outside of the countries listed above, and where otherwise prohibited. If you are a legal resident of a country (or jurisdiction) listed above, you may be ineligible or restricted from participating in the Challenge due to problems with, or issues related to, technology access restrictions, export/import restrictions, foreign exchange controls, and other mandatory restrictions that may vary from country to country and from time to time resulting from regulations, customs, U.S. sanctions, or other geopolitical matters. You acknowledge that these sanctions, prohibitions, or restrictions (i) are beyond our control, and (ii) may render our awarding of

prizes more difficult or impossible. You also acknowledge that these Rules may be changed or replaced by us, in our sole discretion, at any time. If changes are made, the updated Rules will be emailed to everyone who has registered for the Challenge. The most recent version of the Rules showing the changes will also be available during the Entry Period (as defined in Section 7) through a link labeled “Rules” in the footer of the Entry Site (as defined in Section 8). Your continued participation in the Challenge is confirmation that you accept the changes to the Rules.

b. Age: You must be at least 18 years old and have reached the age of majority in your jurisdiction of residence (including country, state, province, and territory).

c. Registered Student: You must be an actively enrolled student at an academic institution, sometimes called institutions of higher education, universities, or colleges.

d. Proof of Eligibility: You must be able to provide proof of residency, age, and student status upon request.

e. Busbud Scholarship of Travel Innovation (please also see Section 16): To be eligible for the Busbud summer student internship during a twelve week period starting sometime between April 2016 and December 2016, you need to meet the following requirements by the time the internship begins:

- Completed one year of full-time education in a bachelor or master degree university program;
- Be a registered student or graduate between September and December of 2015; and
- Be interested in working on business and marketing projects during the internship.
- Get approval from the Busbud marketing director after an interview in which we determine your skills, competencies, and fit with the company culture.

f. Technical Requirements:

- Computer with internet connectivity

g. Language: You must be able to read and understand English.

h. Relationship: You may not be an employee, officer, director, member or representative of Busbud, or any third party involved in the design, execution, production, or judging of the Challenge, or their respective parent companies, subsidiaries, affiliates, and divisions (all of the entities listed above are, collectively, “**Challenge Entities**”). Nor may you have an immediate family member (spouse and parents, siblings, and children and each of their spouses, regardless of where they reside) or someone living in your household related to any of the Challenge Entities.

**2. SPONSOR.** The “**Sponsor**” is Busbud, 5425 Casgrain suite #901, Montreal, Quebec, H2T 1X6, Canada.

**3. ADMINISTRATOR.** The “**Administrator**” is Busbud, 5425 Casgrain suite #901, Montreal, Quebec, H2T 1X6, Canada..

**4. OVERVIEW OF CHALLENGE.** The goal of the Challenge is to test your ability to innovate in the bus industry. You can improve a marketing strategy, rethink the booking experience, or even create a new bus operator. The output from the Challenge will hopefully help advance the bus industry and improve the travel experience for consumers.

To enter the Challenge, you need to follow these steps during the Entry Period (defined below):

- Submit your deck to [scholarship@busbud.com](mailto:scholarship@busbud.com) via your school email address before December 31th 11:59PM EST
- Send along a copy of a document showing your student enrollment for 2015

Once the Entry Period ends, judges will evaluate the Submissions according to these Rules. After judging is complete and all required prize documents received, Busbud will announce the winners.

**5. CHALLENGE SCHEDULE.** Subject to these Rules, the registration, development, and submission period for the Challenge starts at 12:01 AM Eastern Daylight Time (“EDT”) on September 01, 2015, and ends at 11:59 PM EST on December 31, 2015 (“**Entry Period**”).

For the equivalent start and end dates and times in your location, please refer to the website, <https://www.worldtimebuddy.com/>.

We will not grant any individual extensions to the schedule, so we highly encourage you to upload your Submission well ahead of the deadline. We expect to announce winners on or about February 15, 2016.

**6. HOW TO REGISTER.** To register for the Challenge, during the Entry Period, visit <https://www.busbud.com/promo-scholarship/> to read the terms and conditions. Then, send an email to [scholarship@busbud.com](mailto:scholarship@busbud.com) with the following information:

- Name
- Email address
- Country of residence
- Name and URL of the academic institution in which you are enrolled
- Pitch deck (presentation with a maximum of 10 slides)

By sending this email, you affirm the following:

- You understand and agree to the Rules;
- You are a registered student, at least 18 years old, and have reached the age of majority where you reside and otherwise meet the eligibility requirements; and
- You acknowledge and agree that participation in the Challenge requires transfer of the personal information you provide to servers in Canada which may not offer the same degree of protection than the one you benefit from in your country of residence. You agree to its transfer, storage, use, processing, and disclosure as listed in these Rules, including Section 18 titled “Publicity Release for Challenge Winners” and Section 22 titled “Privacy and Entrant’s Personal Information.”

Busbud is committed to respecting your privacy. To learn more about Busbud’s privacy policy, visit <https://www.busbud.com/en/about/privacy>. Only one registration per person is permitted.

All Submissions are subject to Busbud’s verification. Any attempted form of entry other than as described in these Rules is void. Busbud will determine, in its sole discretion, whether a

Submission is valid according to these Rules. We are not responsible for lost, late, corrupted, incomplete, invalid, un-intelligible, garbled, delayed, or misdirected Submissions, all of which will be void and not considered (in certain jurisdictions, such as France, this sentence may not apply if the problem was caused by us, whether acting negligently or willfully). We will not accept incomplete, nonsensical, forged, or automated Submissions. Entries generated by script, macro, or other automated methods, or by any means which subvert the entry process, are void. Proof of your Submission does not constitute proof of our receipt. We reserve the right to correct any typographical, printing, computer programming, or operator errors.

**7. SUBMISSION REQUIREMENTS.** By entering your Submission, you agree, represent, and warrant that all of your Submission conforms to the submission requirements listed below (“**Submission Requirements**”), and that Busbud may disqualify you and your Submission from the Challenge if Busbud determines that any part of it fails to conform to the Submission Requirements or any other requirements listed in the Rules.

- Your Submission must be 100% your work, and it must be created originally for this Challenge;
- Your Submission must not contain material that is unlawful, in violation of or contrary to, the laws, regulations, policies, or rules in any jurisdiction where your Submission is created or where the Challenge is offered.

You bear the sole responsibility for violation of any of the Submission Requirements.

**8. OWNERSHIP AND USE OF SUBMISSION.** In sending the Submission, you agree to Busbud’s right to redistribute the Submission and to use it, with or without modifications.

- You also agree to sign any documentation that may be required for Busbud to make use of the rights granted above;
- You acknowledge that you will not receive any compensation or credit for use of your Submission, other than the educational benefits from the internship and potential prizes awarded for personal merit, as described in these Rules;
- You acknowledge that we are not required to use the Submission.

**9. SELECTION OF WINNERS AND JUDGING CRITERIA.** Soon after the Entry Period ends, a panel of qualified judges selected by Busbud (in its sole discretion) will evaluate your Submission. Subject to change, the panel includes Sylvain Douceré from Ouibus, Joseph P. Schwieterman from DePaul's Chaddick Institute for Metropolitan Development, LP Maurice from Busbud and Frank Skivington from Skyscanner.

The evaluation process will determine the validity of each Submission, which must fully conform to the specifications listed on the Challenge website, as well as qualitative scoring result based on the Submission's presentation, originality and research data.

Within 45 days after the Entry Period, all Submissions will have been evaluated and assigned a score. The process of evaluating your Submission is called a "scoring round." Busbud reserves the right, in its sole discretion, to conduct multiple scoring rounds based on the above criteria or one equivalent to it.

If you have the highest score and meet the eligibility requirements indicated in Section 1e, you will be awarded the **Grand Prize** (defined below).

If you have a Submission with the second highest score, you will be awarded the Second Place Prize. If you have a Submission with the third highest score, you will be awarded the Third Place Prize.

If one or more valid Submissions tie with the same highest score, the judges will break the tie by determining which Submission has the most potential to be used in real-world practice within the next year. Busbud will award the corresponding prize to the person who sent in the tie winning Submission.

Busbud reserves the right to select fewer than the maximum potential number of winners indicated in these Rules, if, based on the judging results, an insufficient number of Submissions meet the criteria described above.

All judging results and scoring are confidential to us and will not be made publicly available.

**9. PRIZES.** All the prizes stated below are awarded as consideration of the innovative work of the winners, in recognition of personal merit, and to encourage future innovative development for the benefit of society as a whole.

Grand Prize. The Grand Prize is a \$3,000 CAD grant and an optional twelve week summer student internship at Busbud between May 10 and August 10, 2016.

- The summer internship includes the following:
  - An internship position within the Busbud marketing team
  - Paid lodging in Montreal for the duration of the internship provided by GetYourPlace, valued at \$1,800 CAD.
  - One free membership to Car2Go as well as 2,000 minutes of drive time to be used with Car2Go car rentals, valued at \$500 CAD.

The total value of the Busbud Scholarship of Travel Innovation Grand Prize is \$5,000 CAD.

Second Place Prize. the Second Place Prize winner will be awarded \$1,500 CAD.

Third Place Prize. the Third Place Prize winner will be awarded \$500.

The total value of all prizes is \$9,300 CAD.

All prizes are valued in Canadian dollars (CAD).

You may not substitute or transfer a prize. The GetYourPlace lodging and Car2Go prizes are only provided to the Grand Prize winner if this person qualifies for and takes part in the internship. Maximum one prize per person. No more than the stated number of prizes will be awarded.

**Important:** Busbud seeks no promises or favoritism for itself or any of its affiliates in exchange for your participation in the Challenge. You certify that any potential prize is not in exchange for

an agreement to influence a recent, pending, or anticipated act or decision that may result in Busbud obtaining or retaining a business advantage.

In organizing the Challenge and by offering Prizes, Busbud does not intend to promote its products, trademarks, or services. Rather, Busbud is seeking to provide an educational opportunity to students by way of the training materials offered to all participants and an internship at the Busbud headquarters in Montreal, Quebec.

**10. WINNER NOTIFICATION, PRIZE FULFILLMENT, AND TAXES.** If you are a prize winner, we will notify you within 30 days after judging is completed. The notification will be sent to the email address you provided during submission, so please check your email and spam filters. At time of notification (or soon thereafter), we will send each winner a template version of the document listed below. To be verified as a winner and receive the applicable prize, within **five business days** of sending the email, you need to complete, sign, and send back to us these documents along with a copy of the two identification cards listed below.

The document is as follows:

1. An affidavit (or declaration) of eligibility, liability, and publicity release ("**Declaration**"). Among other things, the Declaration reaffirms your acceptance of the Rules, including the liability releases and grants of rights listed in the Rules;

The two identification cards are as follows:

1. A valid identification that is suitable for proof of identity, residency, and age ("**Proof of ID**"); and
2. A valid, official student identification for proof of eligibility ("**Student ID**").

Collectively, the declaration, Proof of ID, and Student ID are the "**Prize Documents.**" We may require the Prize Documents be notarized, if required by applicable law.

Busbud will not be held liable for any selected prize winner notification that is lost, intercepted, or not received by any selected prize winner for any reason, unless we engage in willful misconduct or negligence related to the prize winner notification.



We may determine, in our sole discretion, that a selected winner has forfeited the prize if the selected winner: (i) cannot be reached or does not accept the prize per the Rules within five business days; (ii) declines or cannot accept, receive, or use a prize for any reason; (iii) fails to comply with the Prize Documentation eligibility requirements; (iv) fails to execute or return the Prize Documents, as instructed; or (v) does not comply with these Rules.

If a selected winner forfeits the Grand Prize or is ineligible to win the Grand Prize, no alternate winner will be selected.

If a selected winner forfeits the Second or Third Place Prize during the five business day notification period, no alternate winner will be selected.

We will confirm your status as a winner within four weeks of receipt of all the required Prize Documentation. We are not responsible for delays and any inconveniences in distributing prizes unless we engage in willful misconduct or negligence related to the prize distribution.

General Prize-Related Requirements. The United States restricts the export and distribution of certain items and prizes to specific excluded/listed persons. We will comply with these restrictions and requirements based on our sole assessment of these requirements.

As applicable, the monetary portion of all prizes will be awarded in the form of a Canadian-issued check, via PayPal, or via bank transfer, as determined by Busbud, in accordance with applicable law. If you win a prize, you may be required to set up a PayPal account in order to receive it. Unless indicated otherwise, all other expenses associated with a prize, receipt of the prize (such as currency conversion or PayPal transaction fees), or the use of a prize are not included and are your sole responsibility.

Travel Costs. Unless otherwise listed as part of the Grand Prize, you are responsible for all personal expenses and incidental costs and for obtaining all required travel documents (passports and visas), permissions, and insurance, and for traveling to Montreal. Travel

restrictions, conditions, and limitations may apply. We are not responsible if you are unable to use the travel related prize or if travel is delayed, postponed, or cancelled for any reason.

**11. PUBLICITY RELEASE FOR CHALLENGE WINNERS.** For this Section 11 only, the terms “I,” “my,” and “me” refer to a Challenge participant and the terms “you” and “your” refer to Busbud.

“To the full extent permitted by law, I, a participant and prize winner in the Challenge, give full permission for a period of 5 years to Busbud and all its affiliates, parent companies, and subsidiaries worldwide to use my name, image, likeness, voice, quotes, statements, biographical information, or any portion thereof (collectively, “**MY IMAGE**”) as they may appear in the photos or audios/videos provided to you or recorded at events associated with the Challenge prize, and to distribute or display in any and all manner and media throughout the world, including, but not limited to, print, photograph, film, video, television, CD-ROM, DVD, and on-line computer media, such as the Internet (including on Busbud, Busbud partner marketing, etc.).

I warrant and represent that any statements made by me to you are true, and portray my honest belief and understanding about Busbud and its products. I recognize that your use of MY IMAGE may reflect on your reputation, and I am not aware of any facts that would cause any negative association. I understand that you are not obligated to use, nor provide compensation for any use, of MY IMAGE. I further understand that you do not acquire an ownership interest in my personal information as a result of these Rules, and agree that you own all copyrights to any photographs or audio/video footage you take, and to any of the derivative works you create as a result of these Rules.

To the full extent permitted by applicable law, I also agree that in using MY IMAGE, or any part thereof, you will have no obligation to identify me by name, or otherwise, and, I hereby waive all rights and claims which I may otherwise have with respect to the manner in which MY IMAGE may be used by you, including, but not limited to, publicity rights, privacy rights, rights regarding defamation of character, and all rights with respect to my approval of the materials which may be created by you containing MY IMAGE, regardless of whether, in my opinion, MY IMAGE is blurred, distorted, or altered, whether intentionally or otherwise.”

FOR RESIDENTS OF FRANCE ONLY: The underlined section above does not apply.

FOR RESIDENTS OF ITALY ONLY: The underlined section above does not apply in case of violation of the honor and dignity of the person.

FOR RESIDENTS OF SPAIN ONLY: The underlined section above does not apply. A Challenge participant may revoke the prior authorization. To do so, send an email to [pr@busbud.com](mailto:pr@busbud.com) or write to Busbud Scholarship of Travel Innovation, 5425 Casgrain suite 901, Montreal, Quebec, Canada, H2T 1X6. In the email or letter, include a copy of your Proof of ID and indicate you are revoking the Publicity Release.

Busbud may publicly announce the name and residence of the winners on a website within 60 days of their selection. The link to the announcement website will be posted to or linked from the Entry Site at that time.

**12. RIGHT TO CANCEL, TERMINATE, MODIFY, SUSPEND, AND DISQUALIFY.** To the fullest extent of applicable law, Busbud reserves the right, in its sole discretion, to cancel, terminate, modify, and suspend the Challenge, or these Rules, or any portion thereof, and to disqualify any entrant and associated Submission implicated, in any of the following situations (in certain jurisdictions, this sentence may not apply if the problem was caused by us acting negligently or willfully):

- The Challenge cannot be run as planned for any reason.
- The Challenge, Entry Site, Portal, or any website associated with the Challenge, for whatever reason does not allow the proper interaction with the Challenge, processing of Submissions, or administration of the Challenge in accordance with these Rules.
- Fire, flood, epidemic, earthquake, explosion, labor dispute or strike (except for a labor dispute or strike of Busbud or Administrator employees), importation, exportation or technical issues, implementation of government sanctions or other restrictions involving one or more countries (or their residents), act of God or public enemy, satellite or technical failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state, provincial, or local government law, order or regulation, customs-related issue, order of any court or jurisdiction, or other cause not reasonably

within our control prevents us from continuing with the Challenge or undermines the Challenge.

- Any entrant who violates these Rules, or acts in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Challenge, or to annoy, abuse, threaten, or harass any other person.
- Any entrant who makes disparaging comments about Busbud.

If Busbud suspends the Challenge or disqualifies any participant and their associated Submission, Busbud reserves the right, but will have no obligation, to select winners or alternate winners, from among the eligible Submissions received up to the time of the suspension, or in other ways Busbud deems fair and in keeping with these Rules.

**13. LIABILITY, LIMITATIONS, AND INDEMNIFICATION BY ENTRANT.** You acknowledge the possibility of human error, technical, and capacity limits of the Internet, IT systems, and the Colfax Cluster, and the occurrence of other events. To the extent permitted by the mandatory provision of the applicable law, and subject to the specific country restrictions stated below, the Challenge Entities are not responsible for, and you hereby indemnify, release, and hold harmless the Challenge Entities from any and all claims, losses, liabilities, expenses (including reasonable attorney, tax, and professional fees and legal expenses), and/or damages arising from: (i) technical failures of any kind; (ii) the unavailability or inaccessibility of the Entry Site, Portal, Colfax Cluster, any transmissions, or telephone or Internet service; (iii) unauthorized human intervention in any part of the entry process or the Challenge; (iv) electronic or human error, which may occur in the administration or operation of the Challenge or the processing of entries; (v) website, printing, distribution, programming, or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic, or otherwise; (vi) any injury (including death) or damage to persons or property, including but not limited to your computer hardware or software, which may be caused by (directly or indirectly, in whole or in part), or related to, this Challenge or your participation in the Challenge; (vii) acceptance, possession, use, or misuse of any prize; and (viii) your breach, or alleged breach, of these Rules.

By participating in the Challenge, you agree (to the extent not forbidden by applicable law) that the exclusions and limitations of liability in these Rules are reasonable.

14. **PRIVACY AND ENTRANT'S PERSONAL INFORMATION.** The Administrator will collect information submitted by you as part of the Challenge in accordance with Busbud's privacy and cookie policies, available at <https://www.Busbud.com/privacy>