

THIS PROGRAM IS OPEN ONLY TO RESIDENTS OF CANADA, AUSTRALIA, NEW ZEALAND, INDIA, UNITED STATES OF AMERICA, UNITED KINGDOM, FRANCE, JAPAN, IRELAND, PEOPLE’S REPUBLIC OF CHINA, SPAIN AND GERMANY

Standard data rates apply to Participants who choose to participate via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

1. KEY DATES:

Shopify Commerce Awards (the “**Program**”) is sponsored by Shopify Inc. (“**Shopify**”). The Program begins on December 15, 2020 at 12:00:00 a.m. Eastern Time (“**ET**”) and ends on January 31, 2021 at 11:59:59 p.m. ET (the “**Program Period**”). The Program Period consists of seven (7) weeks (each, a “**Week**” and collectively, the “**Weeks**”) – where each Week starts on Monday at 12:00:00 a.m. ET and ends on the following Sunday at 11:59:59 pm. ET [except the first Week – which starts on Tuesday December 15, 2020 at 12:00:00 a.m. ET and ends on Sunday December 20, 2020 at 11:59:59 pm. ET]. All times listed in these Official Terms and Conditions (the “**Terms**”) are ET. Please confirm the local time equivalent in your jurisdiction.

2. LANGUAGE:

Any version of these Terms provided in a language other than English has been provided as a courtesy only. In the event of any discrepancy or inconsistency between the terms and conditions of these English Terms and disclosures or other statements contained in any Program-related materials, including, but not limited to, the French (or any other language) version of these Terms, point of sale, television, print or online advertising and/or any instructions or interpretations of these Terms given by any representative of Shopify, the terms and conditions of these English Terms shall prevail, govern and control to the fullest extent permitted by law.

3. ELIGIBILITY TO PARTICIPATE:

Participation in the Program is open only to registered Shopify Partners in Canada, Australia, New Zealand, India, United States of America, United Kingdom, France, Japan, Ireland, People’s Republic of China, Spain and Germany (a “**Shopify Partner**”). To be eligible to participate, a Shopify Partner must be in full compliance with the terms of the Partner Program Agreement (available at <https://www.shopify.com/partners/terms>) – as determined by Shopify in its reasonable discretion – at the time of participation, throughout the Program Period and at the time of fulfillment.

Any and all actions contemplated in these Terms on behalf of a Shopify Partner must be completed by an authorized representative of the Shopify Partner (each a “**Representative**”) who: (a) is a resident of Canada, Australia, New Zealand, India, United States of America, United Kingdom, France, Japan, Ireland, People’s Republic of China, Spain or Germany during the Program Period and at the time of fulfillment; (b) has reached the legal age of majority in his/her jurisdiction of residence; (c) has authority and permission from the Shopify Partner to participate in the Program on behalf of the Shopify Partner; (d) has the authority to legally bind the Shopify Partner – including, without limitation, to these Terms and to any other required documentation as contemplated in these Terms; and (e) is not an employee, representative or agent (or living with any such person, whether related or not) of Shopify, its associated and affiliated entities, advertising/promotion agencies, or any other individual(s), entity or entities involved in the development, production, implementation, administration, judging or fulfillment of the Program (collectively with Shopify, the “**Program Parties**”).

FOR GREATER CERTAINTY AND THE AVOIDANCE OF ANY DOUBT, THE REPRESENTATIVE IS NOT THE PARTICIPANT AND HAS NO RIGHT TO PERSONALLY CLAIM ANY AWARD OR A PORTION THEREOF. THE PARTICIPANT IN THIS PROGRAM IS THE SHOPIFY PARTNER.

Shopify reserves the right, in its reasonable discretion at any time, to verify the validity of Shopify Partners and disqualify any Shopify Partner if Shopify determines that Shopify Partner has breached any of these terms, tampered with the entry or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Program, or if allowing the Shopify Partner to participate in the Program could bring Shopify into public disrepute or in any way impact the good standing or reputation of Shopify in the eyes of the general public. Errors and omissions may be accepted at the Shopify’s reasonable discretion. Failure by Shopify to enforce any of its rights at any stage does not constitute a waiver of those rights. Shopify’s legal rights to recover damages or other compensation from such an offender are reserved.

4. CATEGORIES:

For the purposes of this Program, there are nine (9) categories of participation (each, a “**Category**” and collectively, the “**Categories**”) as follows:

Category	Category Description
Best Store Mobile Experience	This Category is to recognize the Stores built with a mobile-first mindset. We’re looking for the best Store build that prioritizes the mobile user.
Best Custom Storefront	Custom Storefronts are unique shopping experiences on web, mobile, in-game, offline and more. Built with the Storefront API or our Custom Storefront software development kits. We are looking for innovative custom experiences that push the boundaries of what a storefront is.
Best Custom Product Page	This Category is for the innovators who can bring a product to life. We’re looking for the Store that tells a story about the product—using all the tools in your belt, how did you customize the perfect experience for a buyer to fall in love with your client’s product?
Best Omnichannel Retail Integration	The best commerce comes from a comprehensive end-to-end experience—we’re looking for the Qualifying Website/App that is connecting the dots, building a true omnichannel presence for a Merchant.

Best App User Interface	Is your app accessible and fast? Is it easy to onboard and available in multiple countries? We're looking for the Qualifying Website/App that has it all accounted for. From an easy installation to thinking privacy by design, we want to see the Qualifying Website/App you think has the best user interface.
Best Storefront App	Does your app have the need for speed? We're looking for the best Qualifying Website/App that adds function to a Store experience without slowing it down. This Qualifying Website/App should be compatible with as many themes as possible.
Best Store Migration	Replatforming is tough! This is the place to showcase an existing store you helped migrate to Shopify. How did you help them reimagine their user experience and migrate their design, content, product, and customers to their new Store?
Best Store Rebuild	Have you given an existing Shopify Store a complete makeover? Show us those before and after shots of a complete store rebuild! Make sure you tell us how you not only improved the Store, but kept it stable while you did all that work behind the scenes.
Best Offline to Online	Now more than ever we see the importance of having an online store presence. If you've taken a retail-only or brick+mortar store and debuted them to the World Wide Web, this is your place to shine.

5. QUALIFYING WEBSITES AND APPLICATIONS:

For the purposes of this Program, a qualifying website or application (a “**Qualifying Website/App**”) is a website or application that was built by the Shopify Partner through their Shopify Partner dashboard between January 1, 2018 and January 31, 2021.

6. HOW TO PARTICIPATE:

During the Program Period, there are two (2) ways to enter a Submission (a “**Submission**”), as follows:

- The Representative of a Shopify Partner can go to shopify.com/commerce-awards (the “**Website**”) and follow the on-screen prompts to fully complete the submission process – including, but not limited to: (i) submitting a Qualifying Website/App; and (ii) identifying **one (1)** Category in which the Shopify Partner would like the Qualifying Website/App to be considered for the purposes of this Program; and/or
- A Shopify merchant (a “**Merchant**”) can go to the Website and follow the on-screen prompts to nominate a Shopify Partner that has created a Qualifying Website/App for the Merchant. The Merchant must identify **one (1)** Category that the Merchant would like the Qualifying Website/App to be considered for the purposes of this Program.

To be eligible, all content and materials associated with a Submission (collectively, the “**Submission Materials**”) must: (i) be submitted and received during the Program Period; (ii) include all required components and materials noted above; and (iii) be in accordance with these Terms, including, but not limited to, the specific Submission Requirements listed below in Section 8 (all as determined by Shopify in its reasonable discretion).

A Shopify Partner can have multiple Submissions – but each Submission must: (i) relate to a unique Qualifying Website/App (i.e. it is not possible to submit the same, or substantially the same, Qualifying Website/App in relation to more than one (1) Submission); and (ii) relate to **one (1)** Category only.

If it is discovered by Shopify (using any evidence or other information made available to or otherwise discovered by Shopify) that any person or entity has attempted to use any automated, macro, script, robotic or other system(s) or program(s), and/or any other means not in keeping with Shopify’s interpretation of the letter and/or spirit of these Terms to participate in or to disrupt this Program; then he/she/it may, in the reasonable discretion of Shopify, be disqualified from the Program.

The Program Parties and each of their respective agents, employees, directors, successors, and assigns (collectively, the “**Released Parties**”) are not responsible for, and accept no liability whatsoever in relation to, any unreadable, corrupted, late, misdirected, incomplete or incompatible Submissions – all of which are void.

A Submission may be rejected if, in the reasonable discretion of Shopify: (i) the Submission (including, but not limited to, any associated Submission Materials) is not submitted and received in accordance with these Terms during the Program Period; and/or (ii) the Submission Materials accompanying the Submission are not in compliance with these Terms (including, but not limited to, the specific Submission Requirements listed below in Section 8) (all as determined by Shopify in its reasonable discretion).

7. VERIFICATION:

All Submissions, Submission Materials, Shopify Partners, Merchants, Representatives and Qualifying Websites/Apps are subject to verification at any time and for any reason. Shopify reserves the right, in its reasonable discretion, to require proof of identity and/or eligibility (in a form acceptable to Shopify – including, without limitation, government issued photo identification within the limits of applicable law): (i) for the purposes of verifying eligibility of any Shopify Partner, Merchant and/or Representative (collectively, a “**Participant**”) to participate in this Program; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Submission, Submission Materials, Participant, Qualifying Website/App and/or other information submitted (or purportedly submitted) for the purposes of this Program; and/or (iii) for any other reason Shopify deems necessary, in its reasonable discretion, for the purposes of administering this Program in accordance with Shopify’s interpretation of the letter and spirit of these Terms. Failure to provide such proof to the complete satisfaction of Shopify within the timeline specified by Shopify may result in disqualification in the reasonable discretion of Shopify. The sole determinant of the time for the purposes of this Program will be the official time-keeping device(s) of Shopify.

8. SUBMISSION REQUIREMENTS:

BY SUBMITTING A SUBMISSION, EACH PARTICIPANT AGREES THAT THE SUBMISSION (AND EACH INDIVIDUAL COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE SUBMISSION MATERIALS) COMPLIES WITH ALL CONDITIONS STATED IN THESE TERMS.

FOR ALL PARTICIPANTS:

By participating in the Program, each Participant hereby warrants and represents that any Submission Materials submitted:

- i. are original to the Participant and that the Participant has obtained all necessary rights in and to the Submission Materials for the purposes of submitting such Submission Materials in the Program;
- ii. do not violate any law, statute, ordinance or regulation or any applicable regulatory or self-regulatory code;
- iii. do not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the legal age of majority in their jurisdiction of residence;
- iv. will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and
- v. are not defamatory, trade libelous or obscene, and further that they will not contain, depict, include, discuss or involve any materials that are or could be considered inappropriate, unsuitable or offensive, all as determined by Shopify in its reasonable discretion.

Shopify and/or its promotional agency or designated content moderator (the “**Reviewer**”) reserves the right to screen all Submission Materials. Any Submission Materials that the Reviewer deems, in its reasonable discretion, to violate the terms and conditions set forth in these Terms are subject to disqualification – in which case Shopify reserves the right, in its sole discretion, to take whatever action it deems necessary based on the circumstances – including, without limitation, disqualifying the Submission Materials (and therefore the corresponding Submission and/or the associated Participant) – to help ensure that the Program is being conducted in accordance with Shopify’s interpretation of the letter and spirit of these Terms.

FOR RESIDENTS OF CANADA, UNITED STATES OF AMERICA, IRELAND AND UNITED KINGDOM ONLY:

NOTHING IN THESE TERMS EXCLUDES OR LIMITS THE RELEASED PARTIES' LIABILITY FOR: (I) DEATH OR PERSONAL INJURY ARISING FROM THEIR NEGLIGENCE; (II) FRAUD AND/OR FRAUDULENT MISREPRESENTATION; (III) ANY LIABILITY WHICH CANNOT LEGALLY BE LIMITED OR EXCLUDED.

THE RELEASED PARTIES SOLE LIABILITY UNDER THESE TERMS SHALL BE TO PROVIDE AN AWARD IF AND TO THE EXTENT THEY ARE OBLIGED TO DO SO UNDER THESE TERMS.

SUBJECT TO THE PRECEDING TWO PARAGRAPHS, THE RELEASED PARTIES SHALL HAVE NO LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION OR OTHERWISE UNDER OR IN CONNECTION WITH THESE TERMS. THE PROGRAM, ANY SUBMISSION (OR ANY COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE SUBMISSION MATERIALS).

EACH PARTICIPANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES IN FULL AND ON DEMAND, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, DAMAGES, LOSSES OR EXPENSES (INCLUDING REASONABLE LEGAL AND OTHER PROFESSIONAL ADVISER'S FEES AND DISBURSEMENTS), INTEREST AND PENALTIES INCURRED BY THEM HOWSOEVER ARISING WHETHER WHOLLY OR IN PART RESULTING DIRECTLY OR INDIRECTLY FROM THE PARTICIPANT'S BREACH OF THESE TERMS.

FOR RESIDENTS OF GERMANY ONLY:

Nothing in these terms excludes or limits the Released Parties' liability for:

- (I) damages from injury to life, body or health;
- (II) fraudulent misrepresentation;
- (III) damages arising from intentional or grossly negligent breach of duty;
- (IV) breaches of the Product Liability Act,
- (V) damages caused by the negligent breach of essential contractual obligations; essential contractual obligations are obligations whose fulfilment is essential for the proper execution of the contract, on whose compliance the contractual partner may rely and whose violation endangers the achievement of the contractual purpose. In case of slightly negligent breach of essential contractual obligations, the Released Parties' liability is limited to the typically foreseeable damage.

In all other cases, the Released Parties' liability shall be excluded.

Any limitations to liability set forth herein shall also apply in favor of the Released Parties' legal representatives and vicarious agents.

Each Participant shall indemnify, defend and hold harmless the Released Parties in full and on demand from and against any and all liabilities, claims, demands, damages, losses or expenses (including reasonably legal and other professional advisor's fees and disbursements), interest and penalties incurred by them howsoever arising whether wholly or in part resulting directly or indirectly from the Participant's negligent or intentional breach of these Terms.

FOR RESIDENTS OF FRANCE ONLY:

To the maximum extent permitted by law, the Released Parties will bear no liability whatsoever regarding: (i) the use of any Submission (or any component thereof – including, without limitation, the Submission materials); (ii) participation in any program-related activities; and/or (iii) any use, collection, storage and disclosure of any personal information.

Nothing in these terms excludes or limits the Released Parties' liability for:

- (I) damages from injury to life, body or health;
- (II) fraudulent misrepresentation;
- (III) damages arising from intentional or grossly negligent breach of duty or of essential contractual obligations.

In all other cases, the Released Parties' liability shall be excluded for any damage caused, whether direct or indirect.

Any limitations to liability set forth herein shall also apply in favor of the Released Parties' legal representatives and vicarious agents.

Each Participant shall indemnify, defend and hold harmless the Released Parties in full and on demand from and against any and all liabilities, claims, demands, damages, losses or expenses (including reasonable legal and other professional advisor's fees and disbursements), interest and penalties incurred by them howsoever arising whether wholly or in part resulting from the Participant's breach of these Terms.

FOR RESIDENTS OF AUSTRALIA & NEW ZEALAND ONLY:

Nothing in these terms limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth.), as well as any other implied warranties under similar consumer protection laws in the States and Territories of Australia or any statutory consumer guarantees as provided under consumer protection laws in New Zealand (“**Non-Excludable Guarantees**”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Shopify (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Program.

Further, except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Shopify (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under Shopify's control); (b) any theft, unauthorized access or third party interference; (c) any Submission or Award claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by Shopify) due to any reason beyond the reasonable control of Shopify; (d) any variation in Award values to that stated in these Terms; (e) any tax liability incurred by a Participant or Recipient; or (f) use of an Award.

FOR RESIDENTS OF INDIA ONLY:

THE RELEASED PARTIES SOLE LIABILITY UNDER THESE TERMS SHALL BE TO PROVIDE AN AWARD IF AND TO THE EXTENT THEY ARE OBLIGED TO DO SO UNDER THESE TERMS.

THE RELEASED PARTIES SHALL HAVE NO LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION OR OTHERWISE UNDER OR IN CONNECTION WITH THESE TERMS, THE PROGRAM, ANY SUBMISSION (OR ANY COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE SUBMISSION MATERIALS).

EACH PARTICIPANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES IN FULL AND ON DEMAND, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, DAMAGES, LOSSES OR EXPENSES (INCLUDING REASONABLE LEGAL AND OTHER PROFESSIONAL ADVISER'S FEES AND DISBURSEMENTS), INTEREST AND PENALTIES INCURRED BY THEM HOWSOEVER ARISING WHETHER WHOLLY OR IN PART RESULTING DIRECTLY OR INDIRECTLY FROM THE PARTICIPANT'S BREACH OF THESE TERMS.

9. LICENSE:

By participating in the Program and submitting a Submission, each Participant (to the fullest extent permitted by applicable law): (i) grants to Shopify, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her Submission Materials (and each component thereof), in whole or in part, for advertising or promoting the Program or for any other reason; (ii) waives or will not execute all/any patrimonial rights and, where applicable, moral rights, in and to his/her Submission Materials (and each component thereof) in favour of Shopify (and anyone authorized by Shopify to use such Submission Materials), (iii) warrants that it has all titles and rights to grant such license, ; and (iv) agrees to indemnify, release and hold harmless Shopify and all of the other Released Parties from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal expenses) arising from use of the Submission Materials (or any component thereof), including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related or other cause of action whatsoever.

10. AWARDS:

There will be a total of nine (9) Awards (each, an “**Award**” and collectively the “**Awards**”) available in relation to this Program. Awards will be available on a per Category basis, as follows:

Category	Award Description	Approximate Retail Value (each Award)
Best Store Mobile Experience	<ul style="list-style-type: none"> Commerce Awards 2020 trophy [<i>Trophy customized with the award recipient's category + title</i>] Commerce Awards 2020 recipient badge [<i>Commerce Awards Recipient logo for placement on website, company marketing material, etc.</i>] Mentorship time with judges and industry experts [<i>1-1 time with the judges and mentors.</i>] Commerce Awards: virtual awards ceremony [<i>A digital experience, a first of its kind, celebrating all of the finalists and announcing the recipients</i>] Exposure on Shopify properties like Partner Town Hall and Partner and Developer blogs and social channels. Commerce Awards 2020 recipients gift box [<i>Packed with goodies — like equipment for your at-home studio and items to celebrate your award (all as selected by Shopify)</i>] 	\$5,000 CAD [3,848.39 USD]
Best Custom Storefront		2,887.20 GBP 3,226.01 EUR
Best Custom Product Page		284,776.72 INR 5,238.84 AUD
Best Omnichannel Retail Integration		25,310.69 CNY 5,485.73 NZD
Best App User Interface		401,590.74 JPY]*
Best Storefront App		Total value of all Awards is:
Best Store Migration		\$45,000 CAD [34,635.54 USD]
Best Store Rebuild		25,984.79 GBP 29,034.06 EUR 2,562,990.48 INR 47,149.56 AUD 227,796.18 CNY 49,371.59 NZD 3,614,316.65 JPY]*
Best Offline to Online		

*based on rate as at Monday, November 20, 2020

The following general conditions apply to each Award: (i) Award must be accepted as awarded and is not transferable or assignable (except as may be specifically permitted by Shopify in its reasonable discretion); (ii) no substitutions are permitted, except at Shopify's option; (iii) Shopify reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Award or any component thereof; and (b) substitute the Award or a component thereof with a item or item(s) of equal or greater value, if the originally advertised Award or a component thereof is unavailable for any reason; and (iv) by accepting an Award, the Representative (on his/her own behalf and on behalf of the Shopify Partner), agrees to waive all recourse against Shopify and all of the other Released Parties if the Award or a component thereof does not prove satisfactory, either in whole or in part; (v) the Shopify Partner shall be responsible for any tax liabilities which may arise as a result of the receipt of an Award; (vi) acceptance of any Award by a Representative will be subject to relevant Shopify Partner's anti-bribery policy. Representatives must ensure that they will be entitled to accept each Award.

To the fullest extent permitted by applicable law, the Representative of each Shopify Partner that is eligible to receive an Award hereby (on his/her own behalf and on behalf of the Shopify Partner) agrees that neither the Shopify Partner, nor anyone on behalf of the Shopify Partner, may seek reimbursement or pursue any legal or equitable remedy from either Shopify or any of the other Released Parties should the Award fail to be fit for its purpose or is in any way unsatisfactory, to the fullest extent permitted by law.

Each Shopify Partner that is eligible to receive an Award is solely responsible for the reporting and payment of any taxes relating to the applicable Award.

For US residents only: Winner may be required to complete and return an IRS W-9 form (i.e. Request for Taxpayer Identification Number and Certification).

For Indian residents only: Winner will be required to pay tax in advance on the value of winnings in terms of Section 194B of the Income Tax Act, 1961. Only after the winner furnishes proof of tax having paid in advance, will Shopify release the award.

There is a limit of one (1) Award per Shopify Partner in relation to the Program. Under no circumstances will the same Shopify Partner be eligible to receive more than one (1) Award.

11. FINALIST SELECTION PROCESS:

In relation to each Week, a panel of judges (the "Finalist Judges") will judge each eligible Submission in each Category on the basis of the following weighted criteria:

Criteria	Weighting
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1. Creativity	25%
2. Simplicity & Speed	20%
3. Overall aesthetics	20%
4. Ease of use	20%
5. Accessibility	15%
Total Finalist Score	Maximum 100%

Each Submission will be given a score (the “**Finalist Score**”) by the Finalist Judges. Odds of being selected depend on the number and calibre of eligible Submissions submitted and received during each Week in each Category. **SUBMISSIONS FROM A WEEK THAT DO NOT BECOME A FINALIST FOR THAT WEEK WILL AUTOMATICALLY CARRY-FORWARD TO BE CONSIDERED IN RELATION TO SUBSEQUENT WEEK(S) IN THE APPLICABLE CATEGORY.**

In relation to each Week in each Category, the eligible Shopify Partner associated with the top Finalist Score (as determined by the Finalist Judges, in their reasonable discretion) will be selected as an eligible Finalist (each, a “**Finalist**”) for the applicable Category – subject to compliance with these Terms. There will be one (1) Finalist per Week, per Category.

IMPORTANT NOTE: In order to be considered as a Finalist, an eligible Shopify Partner must achieve a threshold Finalist Score of at least 60%. Any eligible Shopify Partner that does not achieve a threshold Finalist Score of at least 60% cannot be a Finalist. In relation to each Category, if there are no eligible Submissions (or no eligible Submissions that achieve a threshold Finalist Score of at least 60%) in relation to a Week, then the Sponsor reserves the right, in its reasonable discretion, to: (i) not select a Finalist for the applicable Week; or (ii) if available, consider any other eligible Submission(s) in the applicable Category from any other Week(s). If there are no eligible Finalists for a Category, then there will be no Award for that Category.

In the event of a tie between two or more eligible Submissions within a Category based on Finalist Score, the eligible Shopify Partner – from amongst all such eligible Submissions that are tied in the applicable Category – with the highest score on Criteria 1 (followed in the event of a further tie by Criteria 2, then Criteria 3, then Criteria 4, then Criteria 5) will be selected as the eligible Finalist for the applicable Category. In the event of an exact tie based on all Criteria, a new panel of judges will be appointed by Shopify to break the tie in accordance with the preceding procedure.

12. AWARD RECIPIENT SELECTION PROCESS:

In relation to each Category, a new panel of judges (the “**Judges**”) will judge each Finalist’s Submission on the basis of the following weighted criteria:

Criteria	Weighting
1. Creativity	25%
2. Simplicity & Speed	20%
3. Overall aesthetics	20%
4. Ease of use	20%
5. Accessibility	15%
Total Finalist Score	Maximum 100%

Each Submission will be given a new score (the “**Score**”) by the Judges. The Finalist Score from Section 11 does not carry forward to be considered by the Judges. Odds of being selected depend on the number and calibre of each Finalist’s Submission in each Category.

In relation to each Category, the eligible Shopify Partner associated with the top Score (as determined by the Judges, in their reasonable discretion) will be selected as an eligible recipient (each, a “**Recipient**”) of the Award for the applicable Category (as outlined in Section 10) – subject to compliance with these Terms.

In the event of a tie between two or more Finalist Submissions within a Category based on Score, the eligible Shopify Partner – from amongst all such eligible Submissions that are tied in the applicable Category – with the highest score on Criteria 1 (followed in the event of a further tie by Criteria 2, then Criteria 3, then Criteria 4, then Criteria 5) will be selected as the eligible Recipient for the applicable Category. In the event of an exact tie based on all Criteria, a new panel of judges will be appointed by Shopify to break the tie in accordance with the preceding procedure.

For the sake of clarity, this Program is a game of skill and chance plays no part in the determination of any Recipient.

13. RECIPIENT NOTIFICATION PROCESS:

Shopify or its designated representative will make a minimum of three (3) attempts to contact the Representative of each Shopify Partner that is eligible to receive an Award (using the contact information provided at the time of submission) within five (5) business days of selection. If the Representative of a Shopify Partner that is eligible to receive an Award cannot be contacted as outlined above, or if there is a return of any notification as undeliverable; then the

Shopify Partner may, in the reasonable discretion of Shopify, be disqualified (and, if disqualified, will forfeit all rights to the applicable Award) and Shopify reserves the right, in its reasonable discretion and time permitting, to select an alternate eligible Shopify Partner from among the remaining eligible Finalist Submissions in the applicable Category in accordance with Section 12 (in which case the foregoing provisions of this section shall apply to such newly selected eligible Shopify Partner).

14. CONFIRMATION PROCESS:

NO SHOPIFY PARTNER IS AN AWARD RECIPIENT UNLESS AND UNTIL SHOPIFY OFFICIALLY CONFIRMS THE SHOPIFY PARTNER AS AN AWARD RECIPIENT IN ACCORDANCE WITH THESE TERMS. BEFORE BEING DECLARED AS A CONFIRMED AWARD RECIPIENT, the Representative of each Shopify Partner that is eligible to receive an Award will be required to sign and return within three (3) business days of notification Shopify's declaration and release form, which (among other things): (i) confirms his/her and the Shopify Partner's compliance with these Terms; (ii) acknowledges the Shopify Partners' acceptance of the Award (as awarded); (iii) to the fullest extent permitted by applicable law, releases Shopify and all of the other Released Parties from any and all liability in connection with this Program, his/her and the Shopify Partner's participation therein and/or the awarding and use/misuse of the Award or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of the Shopify Partner's name and logo without further notice or compensation, in any publicity or advertisement carried out by or on behalf of Shopify in any manner whatsoever, including print, broadcast or the internet.

If a Shopify Partner that is eligible to receive an Award: (a) fails to have its Representative return the properly executed Program documents within the specified time; (b) cannot accept (or is unwilling to accept) the Award (as awarded) for any reason; and/or (c) is determined to be in violation of these Terms (all as determined by Shopify in its reasonable discretion); then he/she will be disqualified (and will forfeit all rights to the applicable Award) and Shopify reserves the right, in its reasonable discretion and time permitting, to select an alternate eligible Shopify Partner from among the remaining eligible Finalist Submissions in the applicable Category in accordance with Section 12 (in which case the foregoing provisions of this section shall apply to such newly selected eligible Shopify Partner).

15. GENERAL CONDITIONS:

This Program is subject to all applicable laws (including all applicable federal, provincial, territorial, state and municipal laws). Void where prohibited or restricted by law. The decisions of Shopify with respect to all aspects of this Program are final and binding on all participants without right of appeal. ANY INDIVIDUAL OR ENTITY DEEMED BY SHOPIFY TO BE IN VIOLATION OF SHOPIFY'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE TERMS FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE REASONABLE DISCRETION OF SHOPIFY AT ANY TIME.

The Released Parties will not be liable for: (i) any failure of the Website or any other website or platform during the Program; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Submission, Submission Materials and/or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to a Participant's or any other person's computer or other device related to or resulting from participating in the Program; (v) anyone being incorrectly and/or mistakenly identified as a recipient or eligible recipient; and/or (vi) any combination of the above.

Shopify reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the "Régie") in Quebec, to withdraw, amend or suspend this Program (or to amend these Terms) in any way, in the event of any cause beyond the reasonable control of Shopify that interferes with the proper conduct of this Program as contemplated by these Terms, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of this Program in any way (as determined by Shopify in its reasonable discretion) may be a violation of criminal and civil laws and should such an attempt be made, Shopify reserves the right to seek remedies and damages to the fullest extent permitted by law. Shopify reserves the right, subject only to the approval of the Régie in Quebec, to cancel, amend or suspend this Program, or to amend these Terms, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever.

For Quebec residents only: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

By participating in this Program, each Participant expressly consents to Shopify, its agents and/or representatives, storing, sharing and using the personal information submitted for the purpose of administering the Program and in accordance with Shopify's privacy policy (available at: <https://www.shopify.com/legal/privacy>). This section does not limit any other consent(s) that an individual may provide Shopify or others in relation to the collection, use and/or disclosure of their personal information.

To the fullest extent permitted by applicable law, Shopify reserves the right (subject only to the approval of the Régie in Quebec) to adjust any of the dates, timeframes and/or other Program mechanics stipulated in these Terms, to the extent deemed necessary by Shopify, for purposes of verifying compliance by any Participant, Submission, Submission Materials and/or other information with these Terms, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of Shopify, in its reasonable discretion, affect the proper administration of the Program as contemplated in these Terms, or for any other reason.

The invalidity or unenforceability of any provision of these Terms 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 Terms shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms or the rights and obligations of participants, Shopify or any of the other Released Parties in connection with the Program will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law Terms or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Terms or relating to this Program.

These Terms contain the entire agreement between the Released Parties and each Participant in relation to its subject matter and supersede any prior arrangement, understanding written or oral agreements between the Released Parties and each Participant in relation to such subject matter. Each Participant acknowledges that the agreement based on these Terms has not been entered into wholly or partly in reliance on, nor has it been given, any warranty, statement, promise or representation by the Released Parties or on their behalf other than as expressly set out in these Terms. All warranties, conditions, terms and representations not set out in these Terms whether implied by statute or otherwise are excluded to the extent permitted by law.