

Request for Submissions Terms and Conditions

BlackBerry Limited (“BlackBerry,” “us” or “we”) wants to know: What new emoticons do *you* want in BBM? BlackBerry invites you to tell us what emoticons we should add to an upcoming BBM release through this request for submissions, subject to these terms and conditions (the “Terms and Conditions”).

Submitting any idea constitutes your acceptance of these Terms and Conditions. If you do not accept these terms, please do not submit your idea(s) for consideration. Additionally, your use of Facebook in connection with this request for submissions remains subject to all of Facebook’s Terms and Policies, which BlackBerry does not control.

1. Dates.

Submissions will be accepted starting now and must be received by 5:00 PM Eastern Standard Time on November 20, 2013. BlackBerry will announce the new emoticons later this month.

2. Eligibility.

Anyone over the age of 18 (or the age of majority in their jurisdictions of legal residence as of the time they submit the emoticon) may submit their emoticon ideas for consideration. BlackBerry reserves the right to verify eligibility. The request for submissions is void where prohibited by law.

3. Submission Process.

You understand and agree that this is not a contest and there are no prizes to be awarded; by this process, BlackBerry is requesting submissions of the best ideas that its users have for new emoticons and may decide to include one (or more) of those ideas in a future BlackBerry release.

You can submit your idea through BlackBerry’s BBM Facebook page at <http://www.facebook.com/BBM>. Simply post a comment describing or depicting your emoticon idea (your “Submission”) to the BBM Facebook timeline post announcing this request for submissions. You may submit more than one Submission, but each Submission must be separate. Submissions will not be returned. **No purchase is necessary.** All submissions will be reviewed by BlackBerry and BlackBerry will determine which, if any, submissions to accept in its sole discretion. While there is no limit to the number of emoticons that BlackBerry may select for future use, BlackBerry may determine at its option that no Submissions satisfy its criteria and standards. Users whose Submissions were selected will not necessarily be notified by BlackBerry.

4. Submission Requirements.

Submissions must not contain any obscene, explicit sexual material, nudity, profanity, commercial solicitations or commercial promotion. Submissions also must not contain content or images that could be considered abusive, inflammatory, denigrating, and disrespectful to groups, individuals or institutions. You warrant and represent that your Submission is your own original idea, that is not been offered to any third party, that it (and its use by BlackBerry as an emoticon) does not infringe upon the copyrights, trademarks, rights of publicity or privacy, or any other intellectual rights of any person or entity, and that you are not relying on the “fair use” doctrine in lieu of consents in order to submit. You warrant that the Submission is free from any malware, worms, viruses, Trojan horses, or any other destructive elements.

5. Indemnity.

You agree to indemnify BlackBerry from any and all damages, costs and expenses (including reasonable attorney's fees) incurred as a result of (1) any third party claim that the Submission violates the rights of a third party or (2) the Submission using or containing malware, viruses, worms, Trojan horses, or other destructive elements.

6. Ownership.

In exchange for BlackBerry's review and consideration of your Submission, you hereby assign BlackBerry any and all right, title and interest you may have in your Submission, including the copyright and all other intellectual property rights in all media now known or developed in the future, which includes the right to register such intellectual property rights and create derivative works of the Submission. Submissions are entirely voluntary and you will not be compensated for your Submission even if BlackBerry uses your Submission or a derivative thereof.

7. GENERAL CONDITIONS; LIMITATIONS OF LIABILITY AND RELEASES:

BlackBerry and its agents are not responsible for (1) any incorrect or inaccurate information, whether caused by submitters, errors or by any of the equipment or programming associated with or utilized in this request; (2) technical failures of any kind; or (3) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in this request for submissions. If, for any reason, the request for submissions is not capable of running as planned, BlackBerry may, in its sole discretion, modify, suspend or terminate the request for submissions and select any submissions (or no submissions) for development as emoticons from among the eligible, non-suspect submissions received up to the time of the impairment. BlackBerry's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of this provision.

BY MAKING A SUBMISSION, YOU AGREE THAT BLACKBERRY AND ITS AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING, WEBSITE PROVIDERS, WEB MASTERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (THE "RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY YOU AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM PARTICIPATION IN THE REQUEST FOR SUBMISSIONS OR IN ANY RELATED ACTIVITY. BY PARTICIPATING IN THIS PROMOTION, YOU AGREE THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF THIS REQUEST FOR SUBMISSIONS OR YOUR PARTICIPATION IN THIS REQUEST FOR SUBMISSIONS.

8. Nature of Relationship/Waiver of Equitable Relief.

You understand and acknowledge that BlackBerry has wide access to ideas, designs, and other materials, and that new ideas are constantly being submitted to it or being developed by their own employees. You further acknowledge that, with respect to any claim by you relating to or arising out of BlackBerry's actual or alleged exploitation or use of any Submission or other material submitted in connection with this request for submissions, the damage, if any, thereby caused to you will not be irreparable or otherwise sufficient to entitle you to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Submission or any material based on or allegedly based on the Submission, and the your rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

9. Choice of Law and Forum.

Except where prohibited by law, these Terms and Conditions are governed by and are to be interpreted, construed and enforced under the laws of the Province of Ontario without regard to conflict of laws principles. Any dispute under these Terms and Conditions shall be subject to the non-exclusive jurisdiction of the courts of the Province of Ontario. You irrevocably waive any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consent to service of process by mail or in any other manner permitted by applicable law and consent to the jurisdiction of the courts of the Province of Ontario. You further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to these Terms and Conditions. You also agree that (a) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with submission, but in no event attorneys' fees; and (b) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.