

Sweepstakes / Contest Rules for the Navex Annual Benchmarking Survey

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES / CONTEST. COMPLETION OF SURVEY WILL NOT IMPROVE CHANCES OF WINNING.

1. CONTEST PERIOD:

The Phase 5 Contest for the Navex Global Survey (the "Contest") begins December 13, 2020 at 12:00:01 a.m. Eastern Time ("ET") and closes January 15, 2021 at 11:59:59 p.m. ET (the "Contest Period").

2. ELIGIBILITY:

Participants and winner(s) must be residents of the United States, Canada (excluding Quebec), or the United Kingdom. The Contest is open to all legal residents of US, Canada, or the UK who have reached the legal age of majority in their state/province/territory of residence at the time of entry, except employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of Phase 5 Consulting Group Inc. (the "Sponsor"), its subsidiaries, affiliates, prize suppliers, advertising/promotion agencies and any entity involved in the development, production, implementation, administration, judging or fulfillment of the Contest (collectively, the "Contest Parties"). The sweepstakes contest is void outside of the US, Canada, and the UK or where prohibited by law.

3. HOW TO ENTER:

NO PURCHASE IS NECESSARY. Individuals who received the survey invitation, but do not wish to complete the survey, may enter by emailing their name, complete address, and telephone number to christines@phase-5.com.

To be eligible, your Entry must be submitted and received within the Contest Period. All eligible Entries submitted and received during the Contest Period will be entered into the random prize draw.

There is a limit of one (1) Entry per person/email address permitted during the Contest Period. For greater certainty and the avoidance of any doubt, you can only use one (1) email address to enter the Contest. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) obtain more than one (1) Entry per person/email address during the Contest Period; and/or (ii) use (or attempt to use) multiple names, identities email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. Your Entry may be rejected if (in the sole and absolute discretion of the Sponsor) the Entry Form is not fully completed with all required information and submitted and received during the Contest Period. The Released Parties (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void).

All Entries are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of an Entry entered (or purportedly entered) for the purposes of this

Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Rules. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of a valid Entry in this Contest will be the Contest server machine(s).

4. THE PRIZE AND APPROXIMATE RETAIL VALUE:

There will be three (3) prizes available to be won consisting of \$100 USD each (the "Prize"). The Prize must be accepted as awarded and is not transferable or assignable (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions except at Sponsor's option. The Prize will only be awarded to the person whose verifiable full name and valid email address has been provided by email or through the Entry Form.

5. RANDOM PRIZE DRAW AND WINNER SELECTION:

On January 18, 2021 (the "Draw Date") in Toronto, Ontario at approximately 2:00 p.m. ET, three (3) eligible entrants will be selected by random draw from among all eligible Entries submitted and received during the Contest Period in accordance with these Rules. The odds of winning depend on the number of eligible Entries submitted and received during the Contest Period in accordance with these Rules.

The Sponsor or its designated representative will make a minimum of five attempts to contact the selected entrant (using the information provided on the Entry Form) within five business days of the Draw Date. If the selected entrant cannot be contacted within five business days of the Draw Date, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries (in which case the foregoing provisions of this section shall apply to such newly selected entrant).

BEFORE BEING DECLARED THE CONFIRMED PRIZE WINNER, the selected entrant will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (applies only to Canadian residents); and (b) sign and return within five business days of notification the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize as awarded; (iii) releases the Contest Parties and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the "Released Parties") from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet. If the selected entrant: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the Prize as awarded for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize)

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entrant from among the remaining eligible Entries (in which case the foregoing provisions of this section shall apply to such newly selected entrant).

6. GENERAL CONDITIONS:

All Entries become the property of the Sponsor. This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entries and/or entrants. By participating in this Contest, you are agreeing to be legally bound by the terms and conditions of these Rules. ANYONE DETERMINED TO BE IN VIOLATION OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Released Parties will not be liable for: (i) any failure of the Website during the Contest; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry to be received, captured or recorded for any reason, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Contest; and/or (v) any combination of the above.

In the event of a dispute regarding who submitted an Entry, Entries will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. An entrant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that he/she is the authorized account holder of the email address associated with the Entry in question.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her Entry only for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at: <https://www.phase-5.com/privacy-policy>), unless the entrant otherwise agrees.

The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant or Entry with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these Contest Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the Entry Form, Website, and/or point of sale, television, print or online advertising; the

terms and conditions of these Contest Rules shall prevail, govern and control to the fullest extent permitted by law.