

## AI AUTOMATION FOR YOUR NETSUITE ERP CONTEST

### CONTEST RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. ANY PURCHASE MADE BY ENTRANT WILL NOT ENHANCE ODDS OF WINNING. BY ENTERING THIS CONTEST, YOU AGREE TO THESE RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. THIS CONTEST EXPRESSLY EXCLUDES ENTRANTS FROM NEW YORK, FLORIDA, RHODE ISLAND, AND QUEBEC. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

#### 1. Contest Period

The AI Automation for your NetSuite Contest (the “**Contest**”) begins at 12:00:00 p.m. Eastern Time (“**ET**”) on **October 16, 2023** and ends at 12:00:00 p.m. ET on **November 30, 2023**, (the “**Contest Period**”). By participating in the Contest, each entrant agrees to abide by and be bound by these Contest Rules and all decisions of Trajectory America Inc, Trajectory Group Inc. and affiliates (the “**Sponsor**”), which shall be final and binding, without right of appeal, in all matters relating to this Contest and the awarding of the prize, including without limitation eligibility and/or disqualification of entries.

#### 2. Eligibility

The Contest is open to validly existing businesses operating in any of the fifty (50) United States (including Washington, D.C. but excluding Florida, New York and Rhode Island) and the provinces and territories of Canada (excluding Quebec). Individuals completing Contest entries on behalf of Contest entrants (“**Representatives**”) must have the authority to enter into binding contracts on behalf of the entrant and have reached the age of majority in their jurisdiction of residence at the time of entry. Excluded from acting as a Representative are the officers, directors, employees, agents and representatives of the Sponsor and its respective parents, subsidiaries, affiliates, advertising and promotion agencies (collectively, the “**Contest Entities**”), and members of the immediate families (defined as parents, siblings, children and spouses, regardless of where they live) or households (whether or not related) of such officers, directors, employees, agents and representatives.

#### 3. How to Enter

**NO PURCHASE NECESSARY:** There is no purchase necessary to win and any purchase made will not increase the entrant’s chances of winning. Odds of winning depend on number of eligible entries received and the decision of the Sponsor.

Internet access required. To obtain one entry, submit an entry form online at <https://trajectoryinc.com/win-a-free-ai-automation-solution/> (the “**Contest Website**”) during the Contest Period, containing the following information:

- a. the Representative’s full name;
- b. the entrant’s name, email address, telephone number, complete mailing address (including postal code or zip code);
- c. a description of the entrant’s business; and
- d. a description of a proposed artificial intelligence / machine learning development project that would utilize Oracle NetSuite ERP that the entrant would like to implement

for its business, for which the entrant would like to receive the Sponsor's professional services ("**AI/ML Project**").

By entering the Contest on behalf of an entrant, Representatives represent and warrant that they have the authority to enter into binding contracts on behalf of the entrant and have reached the age of majority in their jurisdiction of residence at the time of entry.

**Limit:** one (1) entry per entrant during the Contest Period.

#### **4. Prize**

There is one (1) prize available to be won, consisting of:

- USD\$20,000 worth of free professional services delivered by the Sponsor related to the implementation of the selected winner's proposed AI/ML Project, such services to be delivered over a period of three months (the "**Prize Delivery Period**") (approximate retail value: USD\$20,000.00).

The prize must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise, except at Sponsor's sole discretion. Any other costs or expenses associated with the prize not specified herein will be the responsibility of the selected winner.

#### **5. Winner Selection**

On or about **December 22, 2023** (the "**Selection Date**"), the Sponsor will select from among all eligible entries received during the Contest Period one (1) potential winner (subject to satisfying the prize claim conditions below). The potential winner selection will be at the sole and absolute discretion of the Sponsor based on the Sponsor's determination of which AI/ML Project described in an eligible entry best suits the Sponsor's ability to implement AI/ML projects on NetSuite ERP and/or is of particular interest to the Sponsor.

#### **6. Selected Entrant Verification and Prize Claim Conditions**

The selected entrant will be notified by email at the email address provided at the time of entry. Sponsor will make three (3) attempts to contact the selected entrants within five (5) business days of the Selection Date. In order to be declared the winner, the selected entrant must first:

- a) respond to notification of selection within five (5) business days from the Selection Date;
- b) sign and return to Sponsor, within three (3) business days of it being sent by Sponsor, a written declaration and release form that confirms the selected entrant's:
  - i. consent to use its name, picture, statements and intellectual property including trademarks in all media in connection with the Contest and related promotions; and
  - ii. release of the Contest Entities and each of their respective officers, directors, employees, agents, representatives, successors and assigns (the "**Releasees**") from any liability in connection with this Contest or the use, misuse, awarding or possession of any prize (the "**Release**");
- c) agree to participate in a case study and an operational improvement insight relating to the selected entrant's experience of working with the Sponsor on the AI/ML Project (the "**Case Study**" and the "**Insight**");

- d) confirm to Sponsor that it will have the Oracle NetSuite ERP software installed at the time of entry, which will be maintained during the entire Prize Delivery Period;
- e) otherwise comply with these Contest Rules; and
- f) **for Canadian entrants only**, correctly answer a mathematical skill-testing question without mechanical or other aid, which will be provided on the Release.

If: (i) the selected entrant cannot be contacted within five (5) business days of the Selection Date; (ii) there is a return of any notification as undeliverable; (iii) the selected entrant fails to provide proof of eligibility (if requested), an executed Release as required, or other required documentation before the deadline provided; (iv) the selected entrant does not agree that it will participate in the Case Study; (v) the selected entrant does not agree that it will participate in the Insight; (vi) the selected entrant does not have Oracle NetSuite ERP software installed at the time of entry into the Contest; (vii) the selected entrant fails to answer skill-testing question (where required); or (viii) the selected entrant otherwise does not comply with these Contest Rules, then the selected entrant will be disqualified and the Sponsor reserves the right, in its sole discretion, to randomly select an alternate eligible entrant as the winner from among the remaining eligible entries, who will be subject to disqualification in the same manner.

If the selected winner refuses to participate in the Case Study, or in the Insight, during the Prize Delivery Period, the prize will be forfeited, at the sole discretion of the Sponsor.

## **7. Right to Void / Terminate / Suspend / Modify**

Sponsor reserves the right to terminate, suspend or modify this Contest, in whole or in part, at any time and without notice or obligation for no reason, or any reason, including if, in Sponsor's sole discretion, any factor interferes with its proper conduct as contemplated by these Contest Rules. Without limiting the generality of the foregoing, if the Contest, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole discretion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest or Contest Website, Sponsor may, in its sole discretion void any suspect entries and: (a) terminate the Contest, or any portion thereof; (b) modify or suspend the Contest, or any portion thereof, to address the impairment and then resume the Contest, or relevant portion, in a manner that best conforms to the spirit of these Contest Rules; and/or (c) award the prize from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the winner selection criteria discussed above.

Sponsor reserves the right at its sole discretion to disqualify any entrant who tampers or attempts to tamper with the entry process, the operation of the Contest or Contest Website, violates the Contest Rules, or acts with intent to annoy, abuse, threaten or harass any other person.

## **8. Limitation of Liability and Release**

BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT THE RELEASEES HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE RELEASED, DISCHARGED AND HELD HARMLESS BY ENTRANTS AGAINST ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY ARISING OUT OF OR IN ANY WAY CONNECTED WITH ENTRANT'S PARTICIPATION IN THE CONTEST, THE OPERATION OF THIS CONTEST, OR THE PROVISION OF/USE/MISUSE OF ANY PRIZE. PRIZE WINNERS ASSUME ALL LIABILITY FOR ANY INJURY OR DAMAGE CAUSED, OR CLAIMED TO BE

CAUSED, BY PARTICIPATION IN THIS CONTEST OR USE OR REDEMPTION OF A PRIZE. FURTHER, BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT THE RELEASEES HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM: A) ENTRY OR PARTICIPATION IN THIS CONTEST, INCLUDING THE SUBMISSION, OR B) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR PRIZE DELIVERY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SUCH EXCLUSIONS MAY NOT APPLY TO YOU.

Without limiting the foregoing, the Releasees shall not be responsible for: (a) any incomplete or inaccurate information that is caused by any of the equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of submissions in the Contest; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any e-mail to be received by or from the Sponsor for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Contest; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein.

## **9. Protection Of Personal Information and Publicity Release**

Sponsor and its authorized agents will collect, use, and disclose the personal information the Representative provides when entering the Contest for the purposes of administering the Contest and prize fulfillment. Entrants may be offered the opportunity to receive additional communications from Sponsor or its partners about its products, and upcoming contests and promotions. By accepting a prize, winner agrees to Sponsor's use of its name, picture, statements and intellectual property including trademarks in any advertising and publicity Sponsor and its respective successors, assigns and licensees may conduct relating to the Contest or any related promotions, in any media or format, whether now known or hereafter developed, including but not limited to the World Wide Web, at any time or times in perpetuity, without further compensation or notice, and hereby releases the Releasees from any liability with respect thereto. For further information about Sponsor's privacy practices, please see at: <https://trajectoryinc.com/agreements/dpa/>.

## **10. General Conditions**

All entries become the property of Sponsor and will not be returned and no correspondence will be made with or entered into except with selected entrant(s). Winning a prize is contingent on fulfilling all the requirements set forth herein. Mass entries, automated entries, entries submitted by third parties, and any entries or prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. All entries and prize claims are subject to verification. Proof of entry submission does not constitute proof of receipt. Entrants agree to abide by these Contest Rules. Decisions of Sponsor will be final and binding on all matters pertaining to this Contest. Contest is subject to all applicable federal, provincial, state and municipal laws. Void where prohibited. Sponsor reserves the

right to correct any typographical, printing, computer programming or operator errors. Sponsor's failure to enforce any term of these Contest Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Contest Rules shall not affect the validity or enforceability of any other provision. If any provision of the Contest Rules is determined to be invalid or otherwise unenforceable, then the Contest Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. The Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate or necessary to comply with applicable law. Should a winner make any false statement(s) in any document referenced above, the winner may be required to promptly return to Sponsor its prize, or the cash value thereof. All company names, logos, product and service names, designs, images, and slogans used in connection with the promotion or administration of the Contest are trademarks of the Sponsor or its affiliates or licensors. WARNING: ANY ATTEMPT BY AN ENTRANT, REPRESENTATIVE OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE CONTEST WEBSITE OR ANY OTHER WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

In the event of a dispute as to the identity of the person who submitted any entry, the authorized account holder of the e-mail address submitted at registration will be deemed to be the Representative of the entrant. The "**authorized account holder**" is the natural person assigned an e-mail address by an access provider, service provider, or other person or organization responsible for assigning e-mail addresses for the account associated with the submitted address. The potential winner may be required to show proof that its Representative is the authorized account holder.

To the extent permitted by applicable law, this Contest and these Contest Rules are governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of laws principles, and any disputes related thereto shall be heard in the courts of the Province of Ontario, sitting in Toronto.