



SMART Ambassador Program Terms and Conditions

SMART Technologies ULC ("SMART") and its affiliates and subsidiaries are pleased to invite you to participate as a SMART Ambassador, subject to your fulfilment of the SMART Ambassador requirements and acceptance by you of the SMART Ambassador Program Terms and Conditions ("Agreement")

The SMART Ambassador program ("Program") is an exclusive global community of innovative and inspiring educators.

SMART Ambassadors are selected based on their expertise, experience and passion for teaching and learning using SMART technology in the classroom.

The Program is comprised of several tiers.

- Bronze
- Silver
- Gold
- Innovator

An Ambassador enters the Program at Bronze level and will be able to advance to Silver and Gold tiers through a points-based system earned through engagement in and commitment to the Program.

As a reward for exceptional achievement, Ambassadors at the Gold level can be invited to become a SMART Innovator.

The key commitment required from an Ambassador is to 'Be an active Ambassador'.

An Active Ambassador:

- Engages regularly within the online community platform with fellow Ambassadors from around the world.
- Shares their expertise and contributes to the EdTech SMART discussion through social media channels and professional learning networks.
- Creates, contributes, and shares content (e.g. SMART tips and tricks, SMART lesson content, videos, testimonials, webinars, and training resources).
- Supports and participates in SMART activities and education events.
- Commits to learning alongside and collaborating with educators around the world.

Active Ambassadors commitment will be rewarded with exclusive perks, including:

- Official SMART Ambassador credentials: tier badge (Bronze/Silver/Gold) and certificate
- Opportunity to increase Professional Learning Network (PLN) and grow as an EdTech leader
- Access to the private SMART Ambassador online community platform, to connect, collaborate and earn rewards
- Participate in global collaborative projects
- Receive international recognition for education excellence
- Invitation to exclusive global and regional events, webinars, and inspirational speakers
- Connect with the SMART team to turn feedback into future features
- Be the first to hear about new product developments
- Access to SMART Training and exclusive SMART Resources
- Opportunity to be spotlighted on the SMART Ambassador webpage, SMART social channels, case studies/blogs and lessons showcased on SMART Exchange®

Except for the perks noted above, Ambassadors will not receive payment or compensation for their participation in the Program.

Definitions

- a) Feedback: are suggestions, comments, responses, and reactions given by you to SMART concerning your use and experience with their products and services.
- b) Works: are content you create, contribute and share, ideas, concepts and Intellectual Property that are communicated to SMART including, but not limited to: writings, digital content, video, pictures, photographs, documentation or material, plans, designs, drawings, specifications, software, patterns, techniques.
- c) Photographs: include both still and moving pictures.

As an Ambassador you acknowledge and agree:

1. to waive any right, claim or other recourse freely and voluntarily against SMART relating to compensation for your participation in the Program.
2. to abide by the rules imposed by the Program and behave and engage in a professional, polite, and respectful manner.
3. to notify the Program Manager if you are no longer able or willing to participate in the Program.
4. that SMART reserves the right to remove an Ambassador from the Program at any time.
5. all Feedback and Work provided by you to SMART or fellow Ambassador's in the Program belong to SMART.
6. to assign to SMART all right, title and interest, including patent and copyright (whether registered or unregistered), and any other rights or intellectual property rights you may have in and to the Works and Future Works, which constitute the results of your participation as an Ambassador in the Program.
7. SMART shall be free to use, disclose, reproduce, license, or otherwise distribute, and exploit the Feedback and Work you provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.
8. to waive any moral rights you may have in and to such Works and Future Works in favour of SMART and other users and agree not to institute any claim or action on grounds that the use of the Works and Future Works and/or the exercise of SMART's rights under this Agreement constitutes an infringement of your moral rights, or creates a negative reflection on your reputation, or otherwise entitles you to further compensation.
9. to grant to SMART and its agents the right to and permission to reproduce, copy, publish, broadcast, copyright, and otherwise use your Photographs and video (including but not limited to your likeness and/or voice as taken from video or Photography, or any material based upon or derived therefrom), or to refrain from so doing, in whole or in part, in any medium.
10. that SMART may use the Photographs and video singularly or in conjunction with other Photographs in any media form for advertising, publicity, commercial, or other business purposes and with any reasonable retouching, cropping, or alteration of the Photographs or video.
11. that you waive any right to inspect and/or approve the finished product containing the Photographs and/or video or the use to which they may be applied
12. that you release discharge, and agree to save harmless SMART from any liability arising by virtue of using your Photographs or video or by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking or processing of the Photographs and/or video.
13. you will not initiate any proceedings or make any other demands or claims (including, without limitation, claims based on invasion of privacy or defamation) against SMART in respect of the usage of the Photographs and/or video in accordance with this Agreement.

This Agreement is governed by and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada.

This Agreement once signed comes into force and continues for 3 years. Paragraphs 1 and 5-13 survive the termination of the Agreement indefinitely.