

BlackBerry Partners Fund™ Developer Challenge for BlackBerry® Developers

BlackBerry Partners Fund™ Developer Challenge - Official Rules (the “Agreement”)

Please read the terms and conditions of this Agreement carefully.

By submitting and participating in the challenge, you agree to be bound by the terms and conditions of this Agreement.

TERMS AND CONDITIONS:

1 PROMOTION PERIOD

The BlackBerry Partners Fund™ Developer Challenge (the “**Challenge**”) will take place from 12:00 A.M. (Eastern Standard Time) June 1, 2009 to 11:59 P.M. (Eastern Standard Time) September 25, 2009 (the “**Challenge Period**”).

2 PROMOTION ORGANIZERS

The Challenge sponsor is BlackBerry Partners Fund (“**BBPF**”).

3 ELIGIBILITY

The Challenge is open to developers working on a BlackBerry application. In order to be eligible, developers may be individuals resident, or entities located anywhere (excluding the province of Quebec). Individuals must be over the age of majority in the province, territory or state in which they reside.

Employees, contractors, directors and officers of BBPF, and their subsidiaries and affiliated companies and their immediate family members (parent, child, sibling and spouse of each) and those living in the same households of each are not eligible to participate in the Challenge.

Employees, contractors, directors and officers of Research In Motion and its subsidiaries and affiliated companies and their immediate family members (parent, child, sibling and spouse of each) and those living in the same households of each are not eligible to participate in the Challenge.

Employees, contractors, directors and officers of companies in which BBPF has invested, and subsidiaries and affiliated companies of these companies, and their immediate family members (parent, child, sibling and spouse of each) and those living in the same households of each are not eligible to participate in the Challenge.

NO PURCHASE NECESSARY.

This Challenge is subject to federal, state/provincial, and local laws. This Challenge is void where it is prohibited or restricted by law.

Applicants do not have to attend the BlackBerry Developer Conference (“**DevCon**”) in order to submit an original application, however Finalists must attend DevCon in San Francisco (California, USA) on November 9, 2009 in order to be considered in the final judging round. Finalists are solely responsible for all costs not specifically described herein as part of the prize including transportation costs to and from the DevCon in San Francisco (California, USA), accommodations, passport renewal fees, travel insurance, personal purchases, meals, drinks, additional ground transportation, taxes, gratuities and any incidental expenses, and must possess a valid passport.

4 HOW TO ENTER

To participate in the Challenge you must:

- 1 Submit your application(s) to the BlackBerry App World.
- 2 Upon acceptance to App World (subject to BlackBerry App World terms and conditions) you will receive an invitation to apply to the BlackBerry Partners Fund Developers Challenge.
- 3 The invitation to apply to the Developers Challenge will include a link to the on-line registration form. You will require a BlackBerry App World Application ID# for each application submitted and that you are registering for the Developer Challenge.
- 4 If your application is not free you must submit ten (10) keys for use by the judging panel.

You may submit more than one application to the Challenge.

Providing you meet the eligibility criteria above, and have been successfully registered online during the Challenge Period, your application becomes qualified (a “**Qualified Application**”).

BBPF does not accept any responsibility for late, lost, delayed, corrupted, illegible or incomplete registrations, which shall be disqualified at the sole discretion of BBPF without any right of appeal.

Please note that applicants should NOT include any information which is proprietary or confidential as all information submitted to BBPF for the purposes and in relation to the Challenge will not be treated as confidential information. By submitting an application the applicant confirms that they hold all rights to the BlackBerry application submitted.

5 SELECTION PROCESS

First round judging

Each of the following is defined as a Contest Month: June 1 through June 25, 2009, June 26 through July 25, 2009, July 26 through August 25, 2009 and August 26 through September 25, 2009. Following the end of a Contest Month a panel of judges chosen by BBPF will select four (4) finalists (“**Finalists**”) from Qualified Applications received in that Contest Month, based on the following criteria:

- compelling product or service
- clearly defined value proposition
- viable business model
- technical execution

A total of sixteen (16) Finalists will be selected for the Challenge Period. Finalists will be notified by telephone or email within five (5) days of the end of each Contest Month in which they submitted their application.

Final Judging

Final judging will be by a panel and will take place at DevCon in San Francisco (California, USA) on November 9, 2009.

Finalists must attend DevCon and present to the panel in person to qualify and be considered for the Grand and Runner-up Prizes.

Each finalist will have five minutes to present and demo their application plus time for Questions and Answers as required.

The panel will select one grand prize winner and one runner-up (the “**Winners**”) from the sixteen Finalists based on the following criteria:

- compelling product or service
- clearly defined value proposition
- viable business model
- technical execution
- quality of demo and presentation

Announcement of the Grand Prize Winner and Runner-up Winners

The Grand Prize winner and the Runner-up winner will be announced on-stage at DevCon on November 10, 2009 and their names will be posted on the Challenge website no later than November 10, 2009.

6 PRIZES

All prizes are in US Dollars.

Finalist Prize Packages

A total of sixteen (16) Finalist Prize Packages will be awarded during the Challenge Period. Each finalist will be awarded one (1) Finalist Prize Package (approx. retail value of each Value Package is \$5000) consisting of:

- One week on the App World Featured Application Carousel
- One DevCon Pass
- One BlackBerry smartphone
- Participation in BlackBerry Partner Fund Demo Event (“BlackBerry Sweet 16”) at DevCon

Finalists are solely responsible for all costs not specifically described herein including transportation costs to and from DevCon in San Francisco (California, USA), accommodations, passport renewal fees, travel insurance, personal purchases, meals, drinks, additional ground transportation, taxes, gratuities and any incidental expenses, and must possess a valid passport. It is the sole responsibility of each Finalist to obtain all necessary travel documentation including passports and visas, as applicable and to comply with any customs and immigration requirements.

Odds of becoming a Finalist depend on the number and quality of applications received during each Contest Month.

Grand Prize Winner

One (1) Grand Prize will be awarded consisting of a cash prize of \$75,000 plus a \$25,000 Grand Prize Package (approx. retail value of the Grand Prize is \$100,000). The Grand Prize Package consists of:

- One one-year Elite BlackBerry Alliance membership
- One day Mentoring Session with RIM in Waterloo (Ontario, Canada), providing analysis, review and insights into how best to improve the application on BlackBerry
- Press release and Featured Interviews with Media
- Two weeks on the App World Featured Application Carousel
- Potential investment offer from the BlackBerry Partners Fund

Runner-up Winner

One (1) Runner-up Prize will be awarded consisting of a cash prize of \$10,000 plus a \$15,000 Runner-up Prize Package (approx. retail value of the Runner-up prize is \$25,000). The Runner-up Value Package consists of:

- One-year Select BlackBerry Alliance membership
- One day Mentoring Session with RIM in Waterloo (Ontario, Canada), providing analysis, review and insights into how best to improve the application on BlackBerry
- Press release
- One week on the App World Featured Application Carousel

The Winners are solely responsible for all costs not specifically described herein including transportation costs to and from the one-day Mentoring Session with RIM in Waterloo (Ontario, Canada), accommodations, passport renewal fees, travel insurance, personal purchases, meals, drinks, additional ground transportation, taxes, gratuities and any incidental expenses, and must possess a valid passport. It is the sole responsibility of the Winners to obtain all necessary travel documentation including passports and visas, as applicable and to comply with any customs and immigration requirements.

Cash prizes will be distributed as soon as possible following announcement of the Winners which will take place on November 10, 2009 and in any event no later than December 31, 2009.

Odds of a Finalist winning the Grand Prize or Runner-up prize are approximately 1:16, but depend on the number of Finalists attending DevCon and the quality of the applications submitted.

7 GENERAL TERMS AND CONDITIONS

7.1 Verification of Entries. The validity of any application is subject to verification by BBPF. Any illegible, incomplete or fraudulent application will be rejected. Any applicant or any individual who enters or attempts to enter the Challenge in a manner, which is contrary to these rules or by its nature is unjust to other applicants, will be rejected. All decisions of BBPF with respect to any aspect of the Challenge, including the eligibility or disqualification of applicants, are final, without right of appeal.

7.2 Communication of Finalists. The names of the Finalists will be posted on the Challenge website on or about the end of each Contest Month. By entering this Challenge the applicant agrees to BBPF posting this information on the Challenge website.

7.3 Acceptance of Prize. The Prizes must be accepted as awarded and cannot be substituted for another item or exchanged.

7.4 Substitution of Prize. If for any reason, BBPF is unable to award a prize, or a portion of a Prize, as described in this Agreement, BBPF reserves the right at its sole discretion to award a prize of equivalent value.

7.5 Exclusion of Liability - General. By participating in this Challenge, the applicant agrees to release and hold BBPF, their advertising and promotions agencies, parent companies, affiliates, subsidiaries, officers, directors, agents, and employees, harmless from any and all liability whatsoever for any injuries, losses or damages of any kind arising from participation in or in connection with the Challenge.

7.6 Exclusion of Liability - Challenge Operation. By entering the Challenge, the applicant agree to release and discharge BBPF from any and all liability resulting from any malfunction of any computer component, software or communication line, any loss or absence of network communication, any faulty, incomplete or unintelligible transmissions or any transmissions that are erased by any computer or network which could limit your opportunity entity to enter the Challenge, or prevent you from doing so.

7.7 Modification. BBPF reserves the right to modify, cancel, terminate or suspend the Challenge in whole or in part, at its sole discretion, in the event of a virus, a computer bug or unauthorized human intervention or any other cause that is beyond the control of BBPF that could corrupt or affect the administration, security, impartiality or normal course of the Challenge.

7.8 Taxes. Each Winner is solely responsible for the payment of any taxes as may be required by the applicable taxing authority.

7.9 Registration Information. By completing and submitting the information requested in the course of the Challenge to BBPF, the applicant confirms to BBPF that he or she is authorized to i) provide the requested information above to BBPF; ii) that the requested information provided is not considered confidential by the applicant or any third party for the purposes of BBPF's internal use and to facilitate participation in the Challenge.

7.10 Privacy. By completing and submitting your personal information to BBPF in connection with the Challenge, the applicant consents to the collection, use, and disclosure of such information by BBPF for the purpose of administering and facilitating your participation in the Challenge and to contact you, if necessary, in relation to the Challenge. BBPF will not disclose any personal information to third parties without your consent.

7.11 Publicity. By entering the Challenge, the applicant consents to the use of his or her name, image, likeness and photograph, without compensation, in any publicity carried out in any media by or on behalf of the BBPF.

7.12 Release. All Finalists and the Winners will each be required to sign a standard declaration and release form confirming compliance with this Agreement, acceptance of the prize as awarded and releasing BBPF, from all liability. In the event a selected applicant does not sign or return the appropriate releases within seven (7) days of notification or refuses the prize, they will forfeit their right to receive any prize as well as the right to participate in the Challenge any further and another selected applicant will be chosen from the Qualified Applications.

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