

# **DIALOGIC INNOVATOR AWARD CONTEST**

## **TERMS AND CONDITIONS**

### DETAILS, DATES, AND DEFINITIONS

These terms and conditions apply to the Dialogic Innovator Award Contest, which is sponsored by Dialogic Corporation (“Dialogic”). The Dialogic Innovator Award Contest (hereinafter referred to as the “Contest”) is a worldwide contest that is open to those who have chosen to create innovative applications that “Build on Dialogic” (i.e., that incorporate one or more Dialogic<sup>®</sup> product(s)). The Contest will run during the time period of April 20, 2009 through September 30, 2009 (hereinafter referred to as the “Contest Period”). After the Contest Period, a winner (and, optionally, one or more runners-up) will be selected by a judging panel to receive a respective prize package.

### NO PURCHASE NECESSARY/ODDS OF WINNING/ALL LAWS APPLY

There is no separate purchase necessary to enter the Contest or to win a prize package. The odds of winning depend on the number of entrants. All applicable federal, state, provincial, local and municipal laws and regulations apply. Void where prohibited or restricted by law. Other restrictions apply.

### HOW TO ENTER THE CONTEST

During the Contest Period, those interested in entering the Contest will find an entry form on [www.dialogic.com](http://www.dialogic.com). The entry form should be filled out and submitted via [www.dialogic.com](http://www.dialogic.com). Entries submitted by other means (e.g., electronic mail or postal mail) will not be accepted. When filling out the entry form, please be certain to accurately provide all of the requested information.

Dialogic reserves the right to disqualify any entries that are incomplete or that include, or are subsequently found to include, information that is inaccurate or not truthful. If any of the information that you supplied in your entry form changes or needs to be updated during the Contest Period, please email Dialogic at [kristen.perry@dialogic.com](mailto:kristen.perry@dialogic.com) to provide the new/different information, as failure to do so might result in Dialogic being unable to contact you to receive a prize package or in disqualification if the information that has changed is relevant to the Contest.

### REQUIREMENTS AND LIMITATIONS FOR ENTERING THE CONTEST

The following are requirements or limitations (i.e., “entry criteria”) for entering the Contest. Do not enter the Contest unless you can satisfy all of the entry criteria, as failure to satisfy all of the entry criteria will result in disqualification from the Contest:

- Solely those eighteen (18) years of age or older as of April 20, 2009 and who have not won any prize from Dialogic since April 20, 2008 are eligible to enter the Contest.
- Neither employees of Dialogic or its subsidiaries, nor their immediate families, are eligible to enter the Contest.
- Only one entry per person is permitted. Multiple people from the same company can enter

separately; however, each such entry must pertain to a different application. Also, single entries that represent collaborations between two or more people are allowed, provided all other requirements and limitations are met and with the understanding that only one prize package would be provided to an entry that consists of multiple persons.

- The Dialogic product(s) that incorporate the application described in an entry form must have been purchased or licensed through the authorized Dialogic channel of distributors, resellers and OEMs, or have been sourced through Dialogic directly.
- Although any application described in an entry form does not need to be currently commercialized to be eligible for the Contest, any such application must be at least in active development or in a trial phase. Any entry based on an application that is purely hypothetical or only in the exploration phase will not be eligible for the Contest.
- Only those who can provide a currently valid email address are eligible to enter the Contest.

### JUDGING PANEL

All of the received entries that satisfy the entry criteria (see above) will be judged by a panel consisting of:

- One representative from Dialogic, currently slated to be:
  - Jim Machi, Senior Vice President Marketing
- Three industry representatives, currently slated to be
  - Rich Tehrani of TMC
  - Doug Mohny of Fierce Wireless
  - Bertrand Gatellier, President, VMA - International Association for Enhanced Voice Services

It is understood that the actual judging panel may differ in composition from what is indicated above, for reasons including but not limited to availability of the panel members. Additionally, the actual number of individuals that comprise the judging panel may be greater or less than three (3) for purposes of judging some or all entries to the Contest.

### PRIZE PACKAGES FOR THE WINNER

The winner of the Contest, as chosen by the judging panel, will be eligible to win each of the following prizes (**NOTE**: conditions attached to Winner Prize #4):

#### **Winner Prize #1 – Free Service and Support**

Free (i.e., at no cost) Service and Support for one (1) year for a Dialogic<sup>®</sup> product that was incorporated in the winner's application that was described in the entry form.

#### **Winner Prize #2 - \$5000.00 (US) Credit**

A \$5000.00 US (or equivalent amount in local currency) credit toward the future purchase of one or more Dialogic products or services.

### **Winner Prize #3 – Publicity**

A free (i.e., at no cost) specially designed Contest T-shirt, plus identification in a Press Release to be prepared by Dialogic, plus usage of a special Innovator Award logo to identify the winner of the Contest.

### **Winner Prize #4 – Participation with Dialogic**

*Only if the application described on the entry form is already commercialized*, the winner will receive the opportunity to participate with Dialogic in a joint marketing activity in which the application will be featured and recognized as the winner of the Contest.

### **EXPLANATION OF AND RESTRICTIONS ON WINNER PRIZES**

For Winner Prize #1, the free service and support will be in the form of a Dialogic® Pro™ Standard Service Agreement, as described at:

<http://www.dialogic.com/products/services/service-agreements/standard-service-agreement.htm>.

If the winner utilized more than one Dialogic product in the winning application, then Prize #1 will apply to the Dialogic product of the winner's choice. If the winner already has a Dialogic Pro Services agreement or plan with Dialogic for the chosen Dialogic product, then the free service and support will commence when the current Dialogic Pro Service plan or agreement ends. The winner can choose to upgrade Winner Prize #1 to a different Dialogic Pro Services agreement or plan by paying the difference in the price between the upgraded plan/agreement and the Standard Services Agreement.

The free services and support prize cannot be sold, transferred or assigned to another entity without prior written approval of Dialogic. Also, it cannot be returned to or exchanged with Dialogic under any circumstances, whether for or toward the purchase of another Dialogic product, or for credit, or for a full or partial refund, except as specified above. Unless approved by Dialogic in writing, there can be no substitutions of the free services and support prize.

For Winner Prize #2, the winner will receive a certificate from Dialogic for the \$5,000.00 US (or equivalent amount in local currency) credit, which can be used toward the future purchase of any Dialogic product or service, which, at that time, is being sold to the region in which the winner is located. The certificate will include a DPA/NSP number that the winner should reference when seeking to use the credit. The credit must be used within one (1) year of it being awarded to the winner, or it will automatically expire, after which it will no longer have any value and no longer will be usable.

For Winner Prize #3, the winner will be able to review and comment upon the Press Release prior to it being released; however, Dialogic will have final say over all aspects of the Press Release, including but not limited to the content, layout and timing. The winner also will be required to sign an

agreement, prepared by Dialogic, that specifies the terms and conditions of the winner's usage of the Innovator Award logo.

For Winner Prize #4, if awarded (see conditions above), the winner will be able to work with Dialogic to select a joint marketing activity that best suits both the winner and Dialogic; however, Dialogic will have final say over all aspects of the joint marketing activity, including but not limited to the content and timing. If the joint marketing activity that is selected by the winner involves travel or other expenses, the winner shall be solely responsible for all costs and arrangements relating to getting to and from the activity, as well as costs (e.g., food and lodging) while at the activity.

### OPTIONAL RUNNER-UP PRIZE PACKAGE(S)

If determined by the judging panel to be deserving, one or more entries will each be designated as a “runner-up” for the Contest. Each selected “runner-up”, if any, will receive the following prize package:

- One free (i.e., at no cost) seat in an in-person Dialogic advanced training session/event
- A \$50 US (or equivalent amount in local currency) gift card to iTunes
- A specially designed Contest T-shirt

Details regarding Dialogic advanced training, including scheduled dates and locations, are available on Dialogic’s web-site at: <http://www.dialogic.com/training/>. Listed dates and locations are subject to change. Additional advanced training sessions are planned for dates and locations to be determined by Dialogic.

For each runner-up, if any, who received the runner-up prize package, only one (1) representative can attend an advanced training session, and such attendance must occur on or before December 31, 2010. This prize only includes free tuition for an advanced training session for the selected representative, and the runner-up must provide and pay for any and all of that representative’s expenses associated with such advanced training session, including, but not limited to, transportation to and from the advanced training session, as well as for any required food (other than food and drink served during the advanced training) and lodging.

The advanced training cannot be sold, transferred or assigned to another entity without prior written approval of Dialogic. Also, the advanced training cannot be returned to or exchanged with Dialogic for or toward the purchase of another Dialogic product, for credit, or for a full or partial refund of the retail value of the advanced training.

### TAXES

The winner of the Contest, as well as all runners-up (if any), are solely responsible for reporting and paying all applicable federal, state, and local taxes on his/her/their Prize(s). Each Winner and runners-up (if any) may be required to complete one or more applicable tax forms. Prizes are nonassignable and nontransferable, and no cash alternative or prize substitution is available. However, Dialogic reserves the right to substitute one or more prizes of equal or greater value as necessary, as determined by the sole discretion of Dialogic, for any applicable prize(s).

By accepting any prize(s), the winner and runners-up (if any) represent to Dialogic that she/he/they was/were eligible to enter the Contest and to actually win the applicable prize(s) based on the laws of the jurisdiction in which she/he/they is/are a current resident.

As a condition of receiving a prize, and except where prohibited, each winner and runners-up (if any) may be required to sign an affidavit of eligibility and/or a liability and a publicity release to consent to the use of his/her/their name, likeness, biographical information, and/or voice for publicity purposes by

Dialogic. Entering the Contest constitutes permission to use name, likeness, biographical information, and/or voice for advertising and/or trade purposes (including, without limitation, on a web-site) without further compensation.

In the event that a winner or runners-up (if any) of the Contest is unwilling or unable to meet the aforementioned and/or any other conditions required or wishes to waive his/her/their applicable prize(s), then Dialogic reserves the right either to award the applicable prize(s) to another individual or entity that entered the Contest, or to not award the applicable prize(s).

#### ALL ENTRANTS BOUND BY THESE TERMS AND CONDITONS

All entrants to the Contest agree to be bound by these official rules, terms and conditions and by all decisions made by Dialogic in determining the winner and runners-up (if any). Dialogic reserves the right to disqualify any entrant(s) from the Contest should such entrant(s) be determined or otherwise deemed to be in any way tampering with, abusing or improperly influencing or affecting any aspect of the Contest.

Dialogic will not be responsible and bears no liability for lost, late, stolen, illegible, damaged, or misdirected entries to the Contest, or for any entries to the Contest that are not received by Dialogic for whatever reason. Dialogic is not responsible for incorrect or inaccurate entries or information, whether caused by equipment and/or by programming associated with or utilized in connection with the Contest and/or by any human error which may occur, such as in processing of entries in or information pertaining to the Contest. Those who submit lost, late, stolen, illegible, damaged, misdirected, incorrect, inaccurate or not received entries or information pertaining to the Contest will not be notified of that fact by Dialogic. All entries and information become the property of Dialogic.

#### LIMITATION OF LIABILITY

All entrants in the Contest agree that (1) any and all disputes, claims, and causes of action arising out of or in connection with the Contest shall be resolved individually without resort to any form of class action, and each entrant waives his/her/their right to a jury trial for such disputes, claims, and causes of action; (2) any claims, judgments and/or awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; and (3) under no circumstances will any participant be permitted to obtain any award for, and each entrant hereby waive all his/her/their rights to claim, punitive, indirect, special, incidental or consequential damages as well as any and all rights to have damages multiplied or otherwise increased and waive all rights to claim any other damages, other than damages for actual out-of-pocket expenses.

#### CONSTRUCTION

All issues and questions concerning the construction, validity, interpretation and enforceability of these terms and conditions, or the rights and obligations of any participating and/or Dialogic, shall be governed by, and construed in accordance with the laws of the Province of Quebec, without giving effect to any choice of law or conflict of law rules or provisions (whether those of Quebec, or of any other Canadian or other jurisdiction) that would cause the application of the laws of any jurisdiction other than Quebec. The invalidity or unenforceability of any provision of these terms and conditions

shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these terms and conditions shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

#### GENERAL RELEASE

Dialogic and its affiliated companies or personnel shall not be liable for any punitive, indirect, incidental, special or consequential damages related to the Contest. By entering the Contest, entrants release Dialogic, its affiliated companies, directors, officers, employees, representatives, partners and agents from any liability whatsoever for any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Contest (including, without limitation, claims, costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light).

#### MISCELLANEOUS

Dialogic shall be entitled to interpret these terms and conditions as needed - including but not limited to rules regarding participating, eligibility, deadlines, and restrictions - and all of its decisions are final. Dialogic reserves the right, in its sole discretion, to cancel, suspend or terminate the Contest for any reason and at any time, including prior to the stated ending date.

Dialogic and Dialogic Pro are registered trademarks or trademarks of Dialogic Corporation (“Dialogic”). Dialogic's trademarks may be used publicly only with permission from Dialogic. Such permission may only be granted by Dialogic’s legal department at 9800 Cavendish Blvd., 5th Floor, Montreal, Quebec, Canada H4M 2V9.

To learn the identity of the winner and runners-up (if any) of the Contest, one can send (on or after October 31, 2009) a self-addressed, return postage paid envelope to:

#### **Dialogic Innovator Awards Contest**

**ATTN: Kristen Perry**

**Dialogic Inc.**

1515 Route 10 East

Parsippany, NJ 07054