

HORSERACING 3.0: CHANGING THE GAME

CONTEST RULES

Ryerson University (“Ryerson”), with the generous support of Woodbine Entertainment Group (“WEG”) (collectively, the “Contest Sponsor”), is launching ‘**HorseRacing 3.0: Changing the Game**’ (the “Contest”) to discover innovative, data-driven, sports-related software solutions for horseracing that can be used to discover innovative products and solutions, with a focus on gaming and wagering, that can be used to increase revenues.

1. **CONTEST PERIOD.** The entry period for the Contest begins on August 16, 2016 at 12:01 am and ends on September 24, 2016 at 11:59 am (the “**Contest Entry Period**”). The first competition and judgement period for the Contest begins on or about September 23, 2016 and ends on or about September 24, 2016 (“**Stage 1**”) and the second competition and judgement period for the Contest begins on or about September 25, 2016 and ends on or about January 17, 2017 (“**Stage 2**”) (collectively, the “Contest Period”). To be eligible, your Contest Entry (as defined herein) must be submitted during the Contest Entry Period.
2. **ELIGIBILITY.** The Contest is open to individuals who meet the following criteria (hereinafter referred to as “Entrant” or “You”):
 - i) is a legal resident of Canada (excluding Quebec); and
 - ii) is at least 19 years of age.

You are not eligible to enter the Contest or be selected as a Winner (as defined herein) if you are:

- a) an employee, officer, director, governor, representative or agent of either Ryerson or WEG, including each of their subsidiaries or affiliates or, if applicable, any of their respective advertising or promotion agencies, or any other company or individual engaged in the provision of goods or services (including judging) related to this Contest (collectively, the “Contest Parties”); or
- b) a member of the immediate family (parent, child, sibling, or spouse) or household (whether related or not), of any of the above individuals set out in (a) of this paragraph.

3. HOW TO ENTER

No purchase necessary. The Entrant may enter the Contest at any time during the Contest Entry Period, by completing and electronically submitting the contest application form available at “www.hr3.com” (each a “**Contest Entry**”). There are a maximum number of 200 individual Entrants which will be determined by the Contest Sponsor on a first-come-first-served basis.

There are two stages to the Contest. Stage 1: Entrants are invited to participate in a 2-day design weekend on or about September 23-24, 2016 (the "Design Weekend") where the problem statement will be revealed by WEG and Entrants will be asked to create teams of between 2-6 Entrants (each an "Entrant Team"). Each Entrant Team will be required to register with the Contest Sponsor. No changes to Entrant Teams are permitted unless written consent is obtained by the Contest Sponsor (which may be withheld by the Contest Sponsor in its sole discretion) and the change is agreed to by all members of the Entrant Team. The Entrant Team receiving the top 25 scores in accordance with the criteria and process set out in these Contest Rules will be automatically entered into Stage 2 of the Contest (provided that the Entrant Team complies with all of the Contest Rules and conditions for eligibility for a Stage 2 Prize), described in further detail below.

4. CONTEST ENTRY CONDITIONS

There is a limit of one (1) Contest Entry per Entrant, which entry must be received during the Contest Entry Period. If it is discovered that any individual has attempted to obtain more than one Contest Entry then (in the sole and absolute discretion of the Contest Sponsor) the Entrant may be disqualified from the Contest.

To be eligible for a Stage 1 Prize or Stage 2 Prize, the Entrant Team's innovative business/technology solution developed during the Contest Period (the "Business Solution") must not violate the rights of any third party (for example, it must not defame, infringe or violate publicity or privacy rights or any person, living or deceased, or otherwise infringe upon any person's, entity's, or organization's personal or property rights, including but not limited to, intellectual property rights), or any applicable laws. All Business Solutions will be used by the Contest Sponsor (and any other company or individual engaged in the provision of goods or services related to this Contest) for the sole purpose of administering and judging the Contest. Unless otherwise agreed by the Entrants or Entrant Teams, the Contest Parties do not obtain any intellectual property right, title or interest in a Business Solution by virtue of an Entrant's participation in this Contest.

By entering the Contest, each Entrant agrees as follows:

- i) you will comply with these Contest Rules and with the decisions of the Contest Sponsor, which are irrevocable, final and are legally binding in all matters related to the Contest;
- ii) your Contest Entry (including the Business Solution of the Entrant Team) does not violate the rights of any third party (for example, it does not defame, infringe or violate publicity or privacy rights or any person, living or deceased, or otherwise infringe upon any person's, entity's, or organization's personal or property rights, including but not limited to, intellectual property rights) or any applicable laws;
- iii) if your Entrant Team is entered into Stage 2 of the Contest, your Entrant Team (or a majority of its members) are available to meet with mentors for 90 minutes every two weeks during a three month period between September 25, 2016 and January 17, 2017 (the "Competition Period");

iv) if your Entrant Team is selected as a Stage 2 Winner, you are available to become a member of the iBoost Zone incubator on the property of Ryerson for a period of 8 months from approximately January 17, 2017 to approximately September 30, 2017 (the “Incubation Period”).

5. PRIZES

The following prizes are available to be won during the applicable stage of the Contest (the “Prizes”):

Stage 1 Prize:

Stage 1 Prize – \$1,000 cash prize to be awarded to the Entrant Team who obtains the highest “Stage 1 Score” on the Design Weekend (the “Stage 1 Prize”). The Stage 1 Prize will be distributed equally among Entrant Team members in accordance with the payment details set out below. There is a maximum of one (1) Stage 1 Prize available to be won.

Stage 2 Prizes:

First Place Prize – there is one (1) first place prize available for the Stage 2 Winner with the highest Stage 2 Score that consists of: i) a cash award of twelve thousand dollars (\$12,000 CDN) (payable in accordance with the details set out below); ii) admission to and waiver of membership fees for the iBoost Zone at Ryerson University for an 8-month incubation period; and iii) the opportunity to be considered by WEG (in WEG’s sole discretion) to pilot the Business Solution with WEG, as described further below (the “First Place Prize”).

Second Place Prize –there is one (1) second place prize available for the Stage 2 Winner with the second highest Stage 2 Score that consists of: i) a cash award of eight thousand dollars (\$8,000 CDN) (payable in accordance with the payment details set out below); ii) admission and waiver of membership fees for the iBoost Zone at Ryerson University for an 8-month incubation period; and iii) the opportunity to be considered by WEG (in WEG’s sole discretion) to pilot the Business Solution with WEG, as described further below (the “Second Place Prize”).

Third Place Prize - there is one (1) third place prize for the Stage 2 Winner with the third highest Stage 2 Score consisting of: i) a cash award of one thousand dollars (\$1,000 CDN) (payable in accordance with the details set out below); ii) admission and waiver of membership fees for the iBoost Zone at Ryerson University for an 8-month incubation period; and iii) the opportunity to be considered by WEG (in WEG’s sole discretion) to pilot the Business Solution with WEG, as described further below (the “Third Place Prize”).

Cash Prize Payment Details: Entrant Teams are advised that the cash prizes awarded as part of the Stage 1 Prize, First Place Prize, Second Place Prize and Third Place Prize will be distributed equally

(through a cheque issued to the individual) among the Entrant Team members. Entrants are advised that the cash awards are taxable income and any individual who receives a portion of the cash award will be issued a T4A form by Ryerson evidencing the amount as “Other Income” in accordance with the requirements of the Canada Revenue Agency.

WEG Business Solution Pilot Details: Entrants are advised that WEG has the sole discretion to determine whether a Stage 2 Winner’s Business Solution is suitable for a pilot with WEG. If WEG determines that a pilot is suitable, WEG will enter into negotiations with the applicable Stage 2 Winner (or a commercial entity formed by the Stage 2 Winner) to develop a commercial agreement that governs the terms and conditions of the pilot and that is mutually acceptable to both parties (a “Pilot Agreement”). Entrants acknowledge that any pilot project and Pilot Agreement will be a separate commercial arrangement and will not be governed by this Contest. Notwithstanding the foregoing sentence, the Contest Sponsor and its and their officers, directors, governors, employees or representatives are not liable to the Entrants or any Entrant Team for any claims, damages, liabilities, costs, or expenses arising from the Entrant’s or any Entrant Team’s participation in a pilot program, the Pilot Agreement or the decision of WEG not to enter into a pilot program or Pilot Agreement, or any negotiations with respect thereto, with any Entrant. Notwithstanding that a Stage 2 Winner receives the opportunity to be considered for a pilot program with WEG, WEG may, in its sole discretion, decline to enter into a pilot arrangement with any Stage 2 Winner. Further, WEG may in its sole discretion enter into a separate commercial arrangement with any other Entrant or Entrant Team in respect of another Business Solution that is not associated with a Stage 2 Winner.

6. Restriction on Use of Business Solution: Entrant Teams are advised that prior to being declared a Winner, the Entrant Team (through its individual members) must enter into an agreement with WEG confirming that the Entrant Team will not implement or pilot the Business Solution with any third party, or enter into discussions or negotiations with any third party with respect to any such pilot or implementation, until the expiry of the Incubation Period

WINNER SELECTION PROCESS AND ODDS OF WINNING

7.

Stage 1 – Process and Judging to Select Stage 1 Prize Winner

After the creation and registration of Entrant Teams on Design Weekend, Entrant Teams will be given an equal amount of time during the Design Weekend to develop a preliminary idea for a Business Solution. Each Entrant Team will be provided with 7 minutes to present the Business Solution to a panel of judges (the “Stage 1 Judges”) appointed by the Contest Sponsor. The Stage 1 Judges will judge each Entrant Team’s Business Solution on the basis of the following criteria (“Stage 1 Criteria”):

	Evaluation Criteria	Weight
(a)	Impact potential – the overall impact potential of the concept/prototype or idea	20%
(b)	Incremental innovation – the ability or potential for incremental innovation from existing or proposed connect/prototype or idea	20%
(c)	Customer experience – the impact on the overall customer experience (i.e. useable, clear, intuitive)	20%
(d)	Revenue potential – the overall revenue potential for the concept/prototype or idea	20%
(e)	Transformation – does the concept/prototype or idea tackle a problem that has been overlooked or ignored in the past or attack the problem in a new and unique way on a bigger scale or on a higher level to help transform the way of doing things	20%

Each Entrant Team’s Business Solution will be given a score (the “Stage 1 Score”) by the Stage 1 Judges. The odds of being selected as an eligible winner of a Stage 1 Prize will depend on the total number of Contest Entries, the calibre of each Business Solution and compliance with the Stage 1 Criteria. The Contest Entry with the top Stage 1 Score will be selected as an eligible winner of the Stage 1 Prize. Judging is scheduled to be completed on or about September 24, 2016 (the “Stage 1 Selection Date”). In the event of a tie between two or more Business Solutions based on the Stage 1 Score, the WEG judge shall determine the winner based on his/her evaluation of the Entrant Team’s calibre and compliance with the Stage 1 Criteria, and the decision of the WEG judge will be final.

The Contest Sponsor, or its designated representative, will make a maximum of three (3) attempts to contact the representative of the eligible Stage 1 Prize winner, in person at Design Weekend, by telephone or email (using the information provided at the time of entry) within five (5) business days of the end of the Stage 1 Selection Date. If: (i) the representative of the eligible Stage 1 Prize winner cannot be contacted within five (5) business days of the end of the Stage 1 Selection Date, (ii) there is a return of any notification as undeliverable; or (iii) the Entrant Team fails to meet all applicable eligibility requirements and conditions, then the applicable Entrant Team will be disqualified and will forfeit all rights to the Stage 1 Prize, and the Contest Sponsor reserves the right in its sole and absolute discretion to select an alternate eligible winner of a Stage 1 Prize based on the next highest Stage 1 Score in accordance with these Contest Rules (in which case the foregoing provisions of this section shall apply to such alternate eligible winner of a Stage 1 Prize) or to cancel that Stage 1 Prize.

Stage 2 – Process and Judging to Determine Stage 2 Prize Winners

After the completion of Design Weekend, the Entrant Teams receiving the top 25 Stage 1 Scores in accordance with the criteria and process set out above will be invited to enter the 3 month competition period (the “Competition Period”) to develop a prototype of their Business Solution. In order to be eligible to participate in the judging for a Stage 2 Prize, the Entrant Teams must comply with the following (the “Stage 2 Requirements”):

- 1) Each Entrant Team (or a majority of its members) must attend all bi-weekly group meetings with the Contest Sponsor, at times and dates specified by the Contest Sponsor. There are seven (7) group meetings planned.
- 2) Each Entrant Team must develop (in consultation with a mentor provided by the Contest Sponsor) Business Solution milestones that must be met by the Entrant Team during the Competition Period (the “Milestones”); and
- 3) Each Entrant Team must meet or make progress towards the Milestones to the satisfaction of the Contest Sponsor in its discretion.

If an Entrant Team (or any of its members) do not comply with the Stage 2 Requirements to the satisfaction of the Contest Sponsor, the Entrant Team may be disqualified from the Contest.

On or about January 17, 2017, eligible Entrant Teams will be required to present and demonstrate the Business Solution to a panel of judges appointed by the Contest Sponsor (the “Stage 2 Judges”). Each of the presentations will be judged by the Stage 2 Judges on the basis of the following criteria (the “Stage 2 Criteria”):

	Evaluation Criteria	Weight
(a)	Impact potential – the overall impact potential of the concept/prototype or idea	10%
(b)	Incremental innovation – the ability or potential for incremental innovation from existing or proposed connect/prototype or idea	10%
(c)	Customer experience – the impact on the overall customer experience (i.e. useable, clear, intuitive)	10%
(d)	Revenue potential – the overall revenue potential for the concept/prototype or idea	20%
(e)	Transformation – does the concept/prototype or idea tackle a problem that has been overlooked or ignored in the past or attack the problem in a new and unique way on a bigger scale or on a	20%

	higher level to help transform the way of doing things	
(f)	Team – Have a leadership team comprised of driven, coachable and collaborative people with some expertise in the area of focus	10%
(g)	Prototype – Have a working prototype of the Business Solution (at a minimum) that is in the market or ready to launch	20%

Each eligible Entrant Team will be given a score (the “Stage 2 Score”) by the Stage 2 Judges. The odds of being selected as an eligible winner of a Stage 2 Prize will depend on the total number of Entrant Teams in Stage 2, the calibre of each Business Solution and compliance with the Stage 2 Criteria. The eligible Entrant Teams with the three highest Stage 2 Scores (first place, second place and third place) will be selected as eligible winners of a Stage 2 Prize based on the Stage 2 Score received. Judging is scheduled to be completed on or about January 17, 2017 (the “Stage 2 Selection Date”). In the event of a tie between two or more eligible Stage 2 Prize winners based on the Stage 2 Score, the WEG judge shall determine the winner based on his/her evaluation of the Entrant Team’s calibre and compliance with the Stage 1 Criteria, and the decision of the WEG judge will be final.

The Contest Sponsor, or its designated representative, will make a maximum of three (3) attempts to contact the representative of each eligible Stage 2 Prize winner by telephone or email (using the information provided at the time registration of the Entrant Team) within five (5) business days of the end of the Stage 2 Selection Date. If the representative of an eligible Stage 2 Prize winner cannot be contacted within five (5) business days of the end of the Stage 2 Selection Date, or if there is a return of any notification as undeliverable, then the applicable Entrant will be disqualified and will forfeit all rights to the Stage 2 Prize, and the Contest Sponsor reserves the right in its sole and absolute discretion, to select an alternate eligible winner of a Stage 2 Prize based on the next highest Stage 2 Score in accordance with these Contest Rules (in which case the foregoing provisions of this section shall apply to such alternate eligible winner of a Stage 2 Prize), or cancel that Stage 2 Prize.

Stage 2 Winners that are in compliance with the Contest Rules will be invited to become members of the Ryerson University iBoost Zone for the duration of the Incubation Period and will be subject to compliance with the terms and conditions of the Zone Membership Agreement (as defined below). Membership fees for the iBoost Zone will be waived during this time.

8. DECLARATION OF WINNERS

Before an eligible winner of a Stage 1 Prize or Stage 2 Prize is declared a winner (after declaration, each Entrant Team referred to as a “Winner”), each member of the Entrant Team must sign and return,

within five (5) business days of notification, a declaration of compliance and release of liability prepared by the Contest Sponsor in which, each Entrant Team member must, among other things:

i) correctly answer a mathematical skill-testing question without mechanical or other aid;

(ii) confirm compliance with these Contest Rules;

(iii) agree to release the Contest Sponsor from any and all claims, damages, liabilities, costs, and expenses arising from any liability in connection with this Contest, the Entrant's participation therein and/or the awarding and use/misuse of the Prize or any portion thereof;

(iv) agree to indemnify the Contest Sponsor against any and all claims, damages, liabilities, costs, and expenses arising from use of the Contest Entry including, without limitation, any claim that the Contest Entry or Business Solution infringes a proprietary interest of any third party;

(v) agree to the publication, reproduction and/or other use of the Entrant's name, address (province and city), statements about the Contest and/or photographs or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Contest Sponsor in any manner whatsoever, including print, broadcast or the internet;

(vi) acknowledge acceptance of a Prize (if awarded);

(vii) for a Stage 2 Winner, agree not to implement or pilot the Business Solution with any third party, or enter into discussions or negotiations with any third party with respect to any such pilot or implementation, until the expiry of the Incubation Period; and

(viii) for a Stage 2 Winner, sign the standard membership agreement for Ryerson University's iBoost Zone (the "Zone Membership Agreement") and agree to participate in the Incubation Period.

If the Entrant: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed declaration of compliance and release of liability and other applicable documents within the specified time; and/or (c) cannot be declared a Winner in accordance with these Contest Rules for any reason; then the applicable Entrant Team will be disqualified (and will forfeit all rights to be a Winner) and the Contest Sponsor reserves the right, in its sole and absolute discretion, to select the Entrant Team who received the next highest judged score during the applicable stage of the Contest to be an eligible winner (in which case the foregoing provisions of this section shall apply to such new eligible Prize winner) or to decide not to select an alternate eligible Prize winner.

9. RIGHT TO SUSPEND/MODIFY/TERMINATE

If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, the Contest

Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, and disqualify any individual or entity who is responsible for such action. If terminated, the Contest Sponsor may, in its sole discretion, determine the winners from among all eligible Contest Entries received up to time of such action using the procedures outlined herein.

10. LIMITATIONS OF LIABILITY AND RELEASE:

No liability or responsibility is assumed by any Contest Sponsor or the Contest Parties resulting from the Entrant or Entrant Team's participation in or attempt to participate in the Contest or ability or inability to upload or download any information in connection with the Contest. No responsibility or liability is assumed by any Contest Sponsor or the Contest Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, cable, satellite, network, electronic, Internet connectivity or other online or network communication problems; errors or limitations of any Internet service providers, servers, hosts or other providers; garbled, jumbled or faulty data transmissions; failure of any online transmissions to be sent or received; lost, late, delayed or intercepted transmissions; inaccessibility of the Contest website or any Contest Sponsor website in whole or in part for any reason; traffic congestion on the Internet or the Contest website or any Contest Sponsor website; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, or worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest. The Contest Sponsor and the Contest Parties are not responsible for any printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing of Contest Entries, the judging of Contest Entries or Business Solutions at either stage of the Contest, the announcement of the Prizes or in any Contest-related materials. Use of the Contest website and any Contest Sponsor website is at user's own risk. The Contest Sponsor and the Contest Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer or video equipment resulting from participation in the Contest.

By participating in the Contest, each Entrant agrees: (i) to release each Contest Sponsor and the Contest Parties from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Contest; (ii) under no circumstances will the Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (iii) all causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (iv) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding legal fees and court costs.

Participation in the Contest is at each Entrant's sole risk and each Entrant's sole cost and expense. Save and except with respect to Prizes awarded pursuant to these Contest Rules, no compensation will be provided to any Entrant or Entrant Team for participation in the Contest.

By accepting any Prize, each Winner (and each Entrant associated with a Winner) agrees that the Contest Parties will have no liability whatsoever for, and shall be held harmless by Winner against, any liability for injuries, losses or damages of any kind to persons or property resulting in whole or in part, directly or indirectly, from participation in the Contest or from the acceptance, possession, misuse or use of any Prize. The Contest Sponsor and the Contest Parties are not liable in the event that any portion of the Contest is canceled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control.

ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THE CONTEST WEBSITE AND/OR THE CONTEST SPONSOR WEBSITE OR INTERFERE WITH THE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND THE CONTEST SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

11. PRIVACY AND PUBLICITY RELEASE.

The Contest Sponsor and its authorized agents will collect, use, and disclose the personal information provided upon registration and entry into the Contest for the purposes of administering the Contest and Prize fulfillment, in accordance with the Contest Sponsor's privacy policies, available at <http://www.ryerson.ca/privacy> and "www.woodbineentertainment.com".

By accepting a Prize, Winners (including the each Entrant associated with an Entrant Team) consent to the publication and use of their name, address (city, province), voice, statements, photographs, image and/or likeness, logo, trademark in any form, manner or media whether now known or hereafter devised, including, without limitation, in print, radio, television and on the Internet for any purpose in connection with the Contest including, without limitation, for the purposes of advertising and trade, and promoting Ryerson, WEG and /or the Contest, without further notice or compensation.

12. GENERAL

The Contest is governed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein.

The Contest 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 Contest Rules, to the extent necessary, for purposes of verifying compliance with these Contest Rules or for any other reason.

By entering the Contest, each Entrant consents to being contacted by the Contest Sponsor for Contest-related purposes. Prizes must be accepted as awarded and are not transferrable or refundable or,

where applicable, redeemable for cash. No substitutions are permitted. The Contest Sponsor reserves the right to substitute prizes of equal value in its sole discretion for any 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, the terms and conditions of these Contest Rules shall prevail, govern and control to the fullest extent permitted by law.