

## HEALTHBOUND CONTEST

### CONTEST RULES

The Office of the Vice-President Research and Innovation, Ryerson University (the “**Contest Sponsor**”) is sponsoring the Biomedical Zone Healthbound competition (the “**Contest**”) to support the creation and adoption of new technologies into an Ontario hospital.

See below for full contest details. Participation in this contest constitutes your full and unconditional acceptance of, and agreement to be legally bound by, these contest rules (the “**Contest Rules**”).

#### **1. CONTEST PERIOD.**

The entry period for the Contest begins on October 9th, 2017 at 12:01 a.m. and ends on October 13, 2017 at 11:59 p.m. (the “**Contest Entry Period**”). To be eligible, your Contest Entry (as defined herein) must be submitted during the Contest Entry Period.

#### **2. ELIGIBILITY.**

- (a) The Contest is open to companies (“**Start-up Business**”) active with the Biomedical Zone and HealthBound program as of the start of the Contest Entry Period (unless otherwise specified, Start-up Businesses are hereinafter referred to generally as “**Entrant**” or “**you**”) which:
  - (i) are registered as a corporation provincially in Ontario or federally in Canada who are domiciled in Ontario (for Start-up Businesses) or are legal residents of Ontario (for Individual);
  - (ii) do not have any bankruptcy, insolvency or other similar proceedings brought by creditors or government agencies pending against them;
  - (iii) for Individuals, have reached the age of majority in Ontario and reside in Ontario at the time of declaration as a Winner (as defined herein); and
- (b) For Start-up Businesses, each Contest Entry must be submitted by an authorized representative of the Start-up Business (a “**Representative**”) who:
  - (i) is a legal resident of Ontario;
  - (ii) has reached the age of majority in Ontario;
  - (iii) resides in Ontario at the time of declaration as a Winner (as defined herein);
  - (iv) has the authority and permission from the Entrant to participate in the Contest and submit a Contest Entry on behalf of the Entrant; and
  - (v) has the authority to legally bind the Entrant, including (without limitation) to the terms and conditions of these Contest Rules.

**FOR GREATER CERTAINTY, IF THE ENTRANT IS A START-UP BUSINESS, THE REPRESENTATIVE IS NOT THE ENTRANT AND HAS NO RIGHT TO CLAIM ANY PRIZE OR PORTION THEREOF. ANY PRIZE WOULD BE AWARDED TO THE START-UP BUSINESS.**

- (a) An Entrant is not eligible to enter the Contest if the Representative or any other officer, director, employee or principal of the Entrant, or the Individual is:
  - (i) an employee (except an employee who is also a registered student of Ryerson University), officer, director, governor, representative or agent of either Ryerson

- University 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
- (ii) a member of the immediate family (parent, child, sibling, or spouse) or household (whether related or not), of any of the Contest Parties.

## 2. HOW TO ENTER.

- (a) **No purchase necessary.** The Representative may enter the Contest at any time during the Contest Entry Period by electronically submitting a contest application that includes a maximum 15-slide deck that describes an overview of the impact their technology solution will have on how things are currently done, why this is unique, how it will support your business and how you will commercialize the technology to [rmanor@ryerson.ca](mailto:rmanor@ryerson.ca) (the “**Contest Entry**”).

## 3. CONTEST ENTRY CONDITIONS.

- (a) There is a limit of one (1) Contest Entry per Entrant during the Contest Entry Period. If it is discovered that an Entrant has:
  - (i) submitted or attempted to submit more than one (1) Contest Entry; and/or
  - (ii) used or attempted to use multiple names, identities and/or Representatives to enter the Contest,then (in the sole and absolute discretion of the Contest Sponsor) the Entrant may be disqualified from the Contest.
- (b) By entering the Contest, the Start-up Business, the Representative and the Individual agree 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 your potentially patentable technology) 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; and
  - (iii) principals of the Start-up Business and the Individual will be available to participate as a member of the Biomedical Zone during the period of January 1, 2018 through April 30, 2018.

## 4. PRIZES.

The following prize is available to be won in this Contest (the “**Prizes**”):

There is one (1) first place prize available to be one that includes: i) \$4500.00 CAD; and ii) admission (with waiver of membership fees) into the Biomedical Zone for a 4-month incubation period; and iii) recognition at the Conference as the winner of the Contest (the “**First Place Prize**”). Prize winner will be required to enter into a separate engagement agreement with Ryerson University for admission into the Biomedical Zone.

## 5. WINNER SELECTION PROCESS AND ODDS OF WINNING

Each Entrant will be provided with table at the Healthbound Demo Day on October 16, 2017 (the “Conference”) and will be given the opportunity to pitch their technology idea in a 10 minute pitch followed by 5 minutes of questions. A panel of judges (the “Judges”) will be appointed by the Contest Sponsor to judge each Contest Entry and pitch on the basis of the following criteria (the “Criteria”):

	<b>Evaluation Criteria</b>	<b>Weight</b>
(a)	Have demonstrated a clear value proposition to an Ontario Hospital and clinical partner	20%
(b)	Have demonstrated an ability to attract a hospital / clinical partner to validate the value	20%
(c)	Maturity / Quality of live demo	20%
(d)	Have demonstrated readiness for clinical validation	20%
(e)	Delivery of the presentation in a professional, concise and clear manner	20%

Each Contest Entry will be given a score (the “Score”) by the Judges. The Contest Entry with the top Score will be selected as the eligible winner of the Prize. The odds of being selected as an eligible winner of a Prize are dependent on the total number of Contest Entries, the calibre of each Contest Entry and compliance with the Criteria. Judging is scheduled to be completed on or about October 16th, 2017 (the “Selection Date”). In the event of a tie between two or more eligible Contest Entries based on the Stage 2 Score, the Shortlisted Entrant that receives the highest score on criterion (e) of the Stage 2 Criteria will be deemed to have the higher Stage 2 Score.

The Contest Sponsor, or its designated representative, will make a maximum of three (3) attempts to contact each eligible Prize winner by telephone or email (using the information provided at the time of entry) on the Selection Date. If the eligible Stage 2 Prize winner cannot be contacted within three (3) hours of the first attempted contact, then the applicable Shortlisted Entrant will be disqualified and will forfeit all rights to the Prize, and the Contest Sponsor reserves the right in its sole and absolute discretion, to select an alternate eligible winner of a Prize based on the next highest 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 Prize).

## 6. DECLARATION OF WINNER

Before an eligible winner of a Prize is declared a winner (after declaration, each referred to as a “Winner”), the Representative or Individual must sign and return, within three (3) hours for Stage 2 Prizes, a declaration of compliance and release of liability prepared by the Contest Sponsor which, among other things: (i) requires the Representative or Individual to correctly answer a mathematical skill-testing question without mechanical or other aid; (ii) confirms compliance with these Contest Rules; (iii) agrees to release the Contest Sponsor and the Contest Parties 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) agrees to indemnify the Contest Sponsor and the Contest Parties 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 the potentially patentable technology of the Entrant infringes a proprietary interest of any third party; (v) agrees to the publication, reproduction and/or other use of the Entrant (and its employees, officers and directors) 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; and (vii) acknowledges acceptance of the Prize (if awarded). If the Entrant (or, its Representative, as applicable): (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed declaration of compliance and release of liability 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 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 Contest Entry or Stage 1 Winner or Stage 2 Winner 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).

#### **7. 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, strike 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.

#### **8. ENTRY VERIFICATION.**

- (a) All Contest Entries are subject to verification at any time and for any reason. The Contest Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Contest Sponsor – including, without limitation, government issued photo identification):
  - (i) for the purposes of verifying an Entrant’s eligibility to participate in this Contest;
  - (ii) for the purposes of verifying the eligibility and/or legitimacy of any Contest Entry entered (or purportedly entered) for the purposes of this Contest; and/or
  - (iii) for any other reason the Contest Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Contest Rules. Failure to provide such proof to the satisfaction of the Contest Sponsor in a timely manner may result in disqualification in the sole and absolute discretion of the Contest Sponsor.

#### **9. LIABILITY AND RELEASE.**

- (a) No liability or responsibility is assumed by the Contest Sponsor or the Contest Parties resulting from the Start-up Business’s, Representative’s or Individual’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 the Contest Sponsor or the Contest Parties for any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; the failure of any Contest Entry or other information to be sent or received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; or unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, or worms; 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 at any stage of the Contest, the announcement of the Prizes or in any Contest-related materials. Use of the Contest Sponsor's 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. 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.

(b) By participating in the Contest, the Entrant agrees as follows:

- (i) to release the 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 the 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.

(c) By accepting any Prize, the Winner agrees that the Contest Parties will have no liability whatsoever for, and shall be held harmless by the 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 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 cancelled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control.

(d) ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THE CONTEST SPONSOR'S 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.

## **10. PRIVACY AND PUBLICITY RELEASE.**

- (a) 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 policy, available at <http://www.ryerson.ca/privacy>.
- (b) By accepting a Prize, the Winner (including the Representative of the Winner and any employee, officer or director of the Winner) consents to the publication and use of their name, address (city, province), voice, statements, photographs, images 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 the Contest Sponsor, and/or the Contest, without further notice or compensation.

## **11. GENERAL.**

- (a) The Contest is governed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein.
- (b) 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.
- (c) 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.
- (d) The Contest is in no way sponsored, endorsed, or administered by, or in association with, Twitter, Facebook, Instagram or LinkedIn. Twitter, Facebook, Instagram or LinkedIn are completely released of all liability by each Entrant in this Contest. Any questions or comments regarding the Contest should be directed to the Contest Sponsor, not Twitter, Facebook, Instagram or LinkedIn.