

## TERMS AND CONDITIONS

Please read these Terms and Conditions (the “**Terms**”) carefully. This is a legally binding agreement between you and Forum for Women Entrepreneurs in British Columbia (“**FWE**”) establishing the terms and conditions governing your participation in the Pitch for the Purse 2018 contest (the “**Contest**”). The Contest is for Canadian residents only (excluding residents of the Province of Quebec) and subject to the eligibility requirements below.

BY ENTERING INTO OR PARTICIPATING IN THE CONTEST, YOU ARE INDICATING THAT YOU HAVE READ AND UNDERSTAND THESE TERMS, AND THAT YOU ARE ENTERING INTO A LEGALLY BINDING AGREEMENT (THE “**AGREEMENT**”) WITH FWE SUBJECT TO THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ENTER INTO OR PARTICIPATE IN THE CONTEST. NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.

FWE reserves the right, in its sole discretion, to modify these Terms, at any time and without prior notice. If FWE modifies these Terms, FWE will post the changes on the FWE website or otherwise provide you with notice. Your continued participation in the Contest following our posting of the changes or otherwise providing you with notice will mean that you accept and agree to such changes. You are responsible for regularly consulting the current version of the Terms in the event the Terms have been modified. If the modified Terms are not acceptable to you, you must immediately stop your participation in the Contest and notify FWE at 604-682-8115.

### 1. ELIGIBILITY

1.1 To be eligible to enter into the Contest and/or win the Prizes (as defined below), you must be, at the time of entry:

- (a) an individual legal resident of Canada (excluding the Province of Quebec);
- (b) a self-identifying woman entrepreneur;
- (c) a key decision maker of a business operating in Canada, as determined by FWE in its sole discretion, and seeking investment in such business;
- (d) at least 16 years of age;
- (e) able to attend, and participate in if selected, the Contest Semi-Finals event in Vancouver, B.C. or Toronto, O.N., if demand is observed (refer to 4.4), and the Odium Brown FWE Gala Finals event located in Vancouver, B.C. (dates below); and
- (f) not a finalist in any previous Pitch for the Purse contest.

1.2 Employees, officers and directors (including immediate family members and members of the same household of such persons) of FWE and its affiliates, agents, sponsors and

advertising or promotional agencies, and any contest judge or jury members, are not eligible to participate in the Contest.

1.3 FWE shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof as FWE may require in its sole discretion may result in disqualification.

1.4 All personal and other information requested by and supplied to FWE for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. FWE reserves the right, in its sole discretion, to disqualify you should you at any time supply untruthful, incomplete, inaccurate or misleading personal or other information.

## **2. ENTRY PERIOD**

2.1 The entry period for the Contest begins at 12:00 AM (PST) on Wednesday, August 1, 2018, and ends at 11:59 PM (PST) on October 1, 2018 (the “**Entry Period**”). All entries must be received during the Entry Period. FWE reserves the right to extend or shorten the Entry Period in its sole discretion.

## **3. HOW TO ENTER**

3.1 In order to enter the Contest, you must do the following:

- (a) **STEP 1:** Create a 30-second video of yourself (the “**Entry Video**”) with an elevator pitch (i.e. introduce yourself and your business, and explain succinctly what your business does, what amount of investment you are seeking and why your business needs investment). The Entry Video can be recorded as a “selfie” video on your smart phone, but you must be clearly audible and visible. If you have never made an elevator pitch before, check out this short instructional video on YouTube: <https://www.youtube.com/watch?v=tgCssZhVUUE>.
- (b) **STEP 2:** Submit your Entry Video and complete the required application form by going to <https://woobox.com/j5uhhp>.

## **4. PRIZES**

4.1 The prizes available to be won (the “**Prizes**”) consist of the following:

- (a) All entrants will receive:
  - (i) Access to an Educational Webinar on How to Pitch for Investment with Mike Volker (date TBD) (approximate retail value: \$100), and
  - (ii) The opportunity to practice an investment pitch and receive feedback at a Mini Pitch session (dates TBD) at the offices of Ernst & Young LLP in Vancouver, B.C. (approximate retail value: \$250).
- (b) 10 Semi-Finalists will receive:

- (i) Two tickets to the Toronto Semi-Finals event on October 25, 2018 (if demand is observed – refer to 4.4) or the Vancouver Semi-Finals event on November 15, 2018 (for the Semi-Finalist and 1 guest) (approximate retail value: \$140), and
  - (ii) A ticket to the Odlum Brown FWE Gala Finals event on February 21, 2019 (approximate retail value: \$350).
- (c) 3 Finalists will receive:
- (i) A ticket to the FWE Garden Party in June 2019 (date to be determined). The FWE Garden Party is FWE’s last event of the FWE program year and serves as a networking event and a celebration of the year’s success (approximate retail value: \$150), and
  - (ii) Sponsored entry into the E-Series 2019 Program in either April 2019 (Vancouver) or October 2019 (Toronto). The E-Series Program is a 3-day intensive program for women entrepreneurs that provides essential education and tools to push your business to the next level. The E-Series Program also includes 1 year of 1:1 mentorship and ongoing support (approximate retail value: \$2,500).
- (d) 1 Winner will receive:
- (i) A \$25,000 cash prize.

4.2 All contest participants who submit an Entry Video and application will be contacted by email and provided with access to the Educational Webinar on How to Pitch for Investment with Mike Volker and provided with an opportunity to register to attend one of the Mini-Pitch sessions (dates TBD) at the offices of Ernst & Young LLP in Vancouver, B.C.

4.3 10 contest participants who submit an Entry Video and application will be selected as Semi-Finalists and contacted by phone and/or email on or before October 15, 2018. The Semi-Finalists will also be announced on the FWE website and social media. The prize of a ticket to the FWE Odlum Brown Gala Finals event is free entry to an event on February 21, 2019 at the Fairmont Hotel Vancouver, and the Semi-Finalists will be placed on a RSVP list for the event which will secure their attendance.

4.4 The 10 Semi-Finalists must attend the Semi-Finals event in either Toronto, O.N. on October 25, 2018 (if there is sufficient demand) or in Vancouver, B.C. on November 15, 2018. If the Semi-Finalist lives in Ontario, Newfoundland and Labrador, Nova Scotia, Prince Edward Island, New Brunswick or Nunavut, they must attend the Semi-Finals event in Toronto, O.N. on October 25, 2018. During this event, 1 of the Semi-Finalists will be informed that they have been selected as a Finalist and will be announced as a Finalist at the event. If the Semi-Finalist lives in British Columbia, Alberta, Saskatchewan, Manitoba, Yukon, or the Northwest Territories, they must attend the Semi-Finals event in Vancouver, B.C. on November 15, 2018. However, the decision of which Semi-Finals event the Semi-Finalist will attend may be determined by FWE and its sole discretion. During this event, 2 of the Semi-Finalists will be informed that they have been

selected as Finalists and will be announced as Finalists at the event. The 3 total Finalists will also be announced on the FWE website and social media. The prize of a ticket to the FWE Garden Party event is free entry to an event with a date and location to be determined, and the Finalists will be placed on a RSVP list for the event which will secure their attendance.

4.5 The 3 Finalists must attend the Odlum Brown FWE Gala Finals event in Vancouver, B.C. on February 21, 2019, during which time 1 of the 3 Finalists will be informed that they won and will be announced as the Winner at the event. The Winner will also be announced on the FWE website and social media. The \$25,000 CAD cash prize will be delivered to the Winner by mail or courier within 30 days of the Winner being informed that they won.

4.6 All Prizes that are tickets or sponsored entry into events or programs will be delivered to the recipients of such Prizes on or before the dates of such events or programs.

4.7 The Prizes must be accepted as awarded without substitution and are not transferable or for resale and have no cash surrender value. FWE reserves the right, in its sole discretion, and for any reason whatsoever, to substitute one or more of the Prizes without liability.

## **5. CONTEST PARTICIPATION AND SELECTION CRITERIA**

5.1 The Semi-Finalists will be selected from among all Contest participants based on the judging of video entries by a review committee of FWE personnel.

5.2 If 30% or more of the Pitch for the Purse applications received by FWE are from entrepreneurs living in Ontario, Newfoundland and Labrador, Nova Scotia, Prince Edward Island, New Brunswick or Nunavut, or if 30% or more of the quarter-finalists are from these provinces or territory, this will constitute as sufficient demand for FWE to host a Semi-Finals event in Toronto, O.N. on October 25, 2018. If there is not sufficient demand in these regions, then FWE has the right to cancel the Semi-Finals event in Toronto, O.N. and therefore the sole Semi-Finals event would be in Vancouver, B.C. on November 15, 2018.

5.3 The Semi-Finalists must attend the Semi-Finals event in either Toronto, O.N. on October 25, 2018 (if there is sufficient demand) or in Vancouver, B.C. on November 15, 2018, and deliver an in-person pitch to a panel of judges. The Semi-Finalists will be assigned a coach to assist with preparing the pitch, and the Semi-Finalists must meet with their coach for such purpose in advance of the Semi-Finals event. As Semi-Finalists and their coaches may not reside in the same city, Semi-Finalists may meet with their coach remotely (e.g. via Skype). The Finalists will be selected from among the Semi-Finalists based on the judging of the in-person pitch by the panel of judges.

5.4 The Finalists must attend the Odlum Brown FWE Gala Finals event in Vancouver, B.C. on February 21, 2019 and deliver an in-person pitch to an audience jury. The Winner will be selected from among the Finalists based on the judging of the in-person pitch by the audience jury.

5.5 The Semi-Finalists, Finalists and Winner will be selected based on the following criteria (the “**Contest Criteria**”):

- (a) presentation;

- (b) vision and plan for growth;
- (c) business valuation; and
- (d) the “X” Factor.

5.6 All judging decisions are final and not open to dispute. You acknowledge and agree that, although the review committee, judges panel and audience jury will be informed of and instructed to apply the Contest Criteria, FWE will have no obligation to document or otherwise establish that the Contest Criteria were in fact applied in selecting the Semi-Finalists, Finalists or Winner.

## **6. TRAVEL COSTS**

6.1 You are solely responsible for all travel and accommodation costs in connection with the Contest.

## **7. PUBLICITY**

7.1 You grant to FWE the right to use your name, location of residence (city and province), and likeness, without compensation of any kind, in connection with any publicity carried out by or on behalf of FWE with respect to the Contest.

## **8. INTELLECTUAL PROPERTY**

8.1 You agree that all content created by you or submitted to FWE in connection with the Contest, including without limitation, the Entry Video, (“**Participant Content**”) will be the sole and exclusive property of FWE, including without limitation, all copyright, patent, trademark, trade secret or other intellectual property or proprietary rights therein. You hereby assign to FWE, and agree to assign in the future, all rights, title and interest in and to the Participant Content that you may have or acquire in the Participant Content, and agree to waive all rights in the Participant Content that cannot be so assigned, including without limitation, all moral rights.

8.2 You represent and warrant that the Participant Content will not infringe upon or violate any laws or third-party rights, including without limitation, any copyright, patent, trademark, trade secret, privacy, personality or other intellectual property or proprietary rights.

## **9. PRIVACY**

9.1 You consent to the collection, use and disclosure of your personal information by FWE for the purpose of administering and promoting the Contest in accordance with our Privacy Policy available at: <http://www.fwe.ca/privacy/>, which is incorporated by reference into and forms a part of these Terms. Please read the Privacy Policy carefully before participating in the Contest.

## **10. RELEASE AND MEDIA CONSENT FORM**

10.1 Prior to being declared a Semi-Finalist, Finalist or the Winner, you will be required to sign a Declaration, Release and Media Consent Form (the “**Release Form**”). By completing

and returning the Release Form, you confirm compliance with any Contest rules promulgated by FWE, accept the Prizes as awarded, without substitution, release the Releases (as defined below) from all liability relating to the Contest and the Prizes, and consent to the use of your name, location of residence (city and province), and likeness without compensation of any kind, in connection with any publicity carried out by or on behalf of FWE with respect to the Contest. In the event you are under the age of majority in your province or territory, you will be required to obtain a signature from your legal parent or guardian on your behalf.

## **11. GENERAL**

11.1 You agree to release, indemnify and hold harmless FWE and its affiliates, business partners, sponsors, advertising and promotion agencies, and each of their respective directors, officers, employees, agents and successors and assigns (the “**Releasees**”) from and against any and all claims and causes of action arising from or in connection with: (i) your violation of these Terms, (ii) your participation in the Contest; and (iii) your violation of any laws or third-party rights, including without limitation, any copyright, patent, trademark, trade secret, privacy, personality or other intellectual property or proprietary rights.

11.2 You acknowledge and agree that FWE and its affiliates, business partners, sponsors, advertising and promotion agencies, and each of their respective directors, officers, employees, agents and successors and assigns will under no circumstances be liable for any loss or damages of any kind whatsoever arising from or in connection with the Contest or the Prizes, including but not limited to: (i) incorrect or inaccurate transcription or registration of Contest entry information; (ii) entries that fail to comply with these Terms; (iii) any loss, damage or claims caused by or related to the Contest or the Prizes; or (iv) any technical malfunctions, human errors or other problems, including without limitation, the inability to access any online service or website, inability to submit any entry forms or materials, failure of any email or entry to be received, printing or typographical errors, lost or delayed transmissions, failure of any telephone or computer networks, or any other error or malfunction, or any injury or damage to the entrant’s or any other person’s computer related to or resulting from the downloading of any material in connection with the Contest.

11.3 The approximate retail value of the Prizes as set out in any Contest-related materials is an estimate only and subject to price fluctuations in the marketplace and the passage of time. If, at the time the Prizes are awarded or redeemed, the actual purchase price for the Prizes is less than the approximate value set out in any Contest-related materials, the prize winner will not be entitled to any cash or other compensation for the price difference. All references to dollar amounts herein are deemed to be references to Canadian dollars unless otherwise noted.

11.4 If selected as a Semi-Finalist, Finalist or the Winner, you acknowledge and agree that are expected to uphold the integrity of the FWE brand, its mission and values. You agree that you will not make any statements that are disparaging of, or participate in any activities that reflect poorly on or are detrimental to, FWE or the Contest.

11.5 FWE reserves the right to modify, suspend, cancel or terminate, either in whole or in part, the Contest at any time and in any way, without prior notice.

11.6 The Contest is void where prohibited by law. These Terms are governed exclusively by the laws of the Province of British Columbia and the federal laws of Canada applicable therein (excluding conflicts and choice of laws principles). All disputes arising from or in connection with these Terms, will be resolved by a court of competent jurisdiction located in Vancouver, British Columbia, provided that the courts in any relevant venue will have jurisdiction for the purposes of obtaining and enforcing injunctive or other equitable relief.

11.7 In the event of any inconsistency between these Terms and any statements or disclosures contained in any Contest-related materials, including but not limited to, any entry forms or point of sale, television, print, online or other advertising or promotional materials, these Terms shall prevail.

11.8 You may not assign any of your rights or obligations under these Terms without the prior written consent of FWE. FWE may freely assign its rights and obligations under these Terms, either in part or in full, without notice to you.

11.9 The provisions of these Terms are severable. If any individual provision is held to be invalid, unenforceable or contrary to applicable law, such provision shall be construed, limited, altered or deleted, as necessary, to eliminate the invalidity, unenforceability or conflict with applicable law while endeavoring to preserve the intention of these Terms, and all other provisions shall remain in full force and effect.

## DECLARATION, RELEASE AND MEDIA CONSENT FORM

In consideration for my entry into and participation in the Pitch for the Purse 2017 contest (the “**Contest**”) and/or my being awarded a prize relating to such Contest, I hereby agree to release, indemnify and hold harmless FWE and its affiliates, business partners, sponsors, advertising and promotion agencies, and each of their respective directors, officers, employees, agents and successors and assigns (the “**Releasees**”) from and against any and all claims and causes of action arising from or in connection with my participation in the Contest or my receipt or use of any Contest prizes, including without limitation: (i) incorrect or inaccurate transcription or registration of Contest entry information; (ii) entries that fail to comply with the terms and conditions governing the Contest or any rules promulgated by FWE relating to such Contest; (iii) any loss, damage or claims caused by or related to the Contest or any Contest prizes; or (iv) any technical malfunctions, human errors or other problems, including without limitation, the inability to access any online service or website, inability to submit any entry forms or materials, failure of any email or entry to be received, printing or typographical errors, lost or delayed transmissions, failure of any telephone or computer networks, or any other error or malfunction, or any injury or damage to the entrant’s or any other person’s computer related to or resulting from the downloading of any material in connection with the Contest.

Name (please print):

Signature:

Date:

I hereby authorize the creation and use of any images, audio or video recordings or other media taken of me, in whole or in part, individually or in conjunction with other media, in connection with the marketing or promotion of FWE or the Contest, including without limitation, by publishing such information and material on the FWE website or in any advertising media. I hereby waive any personality rights or rights to compensation I may have in connection with the use of my name, location of residence (city and province), and likeness, related to the foregoing or otherwise in connection with any publicity carried out by or on behalf of FWE with respect to the Contest.

Name (please print):

Signature:

Date:

**ADULT DECLARATION, RELEASE AND MEDIA CONSENT FORM**

I represent and warrant that I am the legal parent or guardian of the individual indicated below (my “**Youth**”) who is under the age of majority in her province or territory of residence. In consideration for my Youth’s entry into and participation in the Pitch for the Purse 2017 contest (the “**Contest**”) and/or her being awarded a prize relating to such Contest, I hereby agree to release, indemnify and hold harmless FWE and its affiliates, business partners, sponsors, advertising and promotion agencies, and each of their respective directors, officers, employees, agents and successors and assigns (the “**Releasees**”) from and against any and all claims and causes of action arising from or in connection with her participation in the Contest or her or my receipt or use of any Contest prizes, including without limitation: (i) incorrect or inaccurate transcription or registration of Contest entry information; (ii) entries that fail to comply with the terms and conditions governing the Contest or any rules promulgated by FWE relating to such Contest; (iii) any loss, damage or claims caused by or related to the Contest or any Contest prizes; or (iv) any technical malfunctions, human errors or other problems, including without limitation, the inability to access any online service or website, inability to submit any entry forms or materials, failure of any email or entry to be received, printing or typographical errors, lost or delayed transmissions, failure of any telephone or computer networks, or any other error or malfunction, or any injury or damage to the entrant’s or any other person’s computer related to or resulting from the downloading of any material in connection with the Contest.

Name (please print):

Signature:

Youth’s Name (please print):

Date:

I hereby authorize the creation and use of any images, audio or video recordings or other media taken of my Youth, in whole or in part, individually or in conjunction with other media, in connection with the marketing or promotion of FWE or the Contest, including without limitation, by publishing such information and material on the FWE website or in any advertising media. I hereby waive any personality rights or rights to compensation my Youth may have in connection with the use of her name, location of residence (city and province), and likeness, related to the foregoing or otherwise in connection with any publicity carried out by or on behalf of FWE with respect to the Contest.

Name (please print):

Signature:

Youth’s Name (please print):

Date:

## SHORT FORM RULES

The entry period for the FWE Pitch for the Purse 2018 contest begins at 12:00 AM (PST) on Wednesday, August 1, 2018, and ends at 11:59 PM (PST) on October 1, 2018. Individuals must submit a 30-second business pitch video at <https://woobox.com/j5uhhp> to enter. No purchase necessary. Void where prohibited.

In order to be eligible to enter and win, individuals must be: (i) a legal resident of Canada (excluding Quebec); (ii) a self-identifying woman entrepreneur; (iii) an owner of at least 50% of a business operating in Canada, and seeking investment in such business; (iv) at least 16 years of age; (v) able to attend, and participate in if selected, a Semi-Finals event and a Finals event (dates and location below); and (vi) not a finalist in any previous Pitch for the Purse contest.

10 Semi-Finalists will be selected among all entrants to deliver an in-person pitch at the Semi-Finals event in either Toronto, O.N. on October 25, 2018 (if there is sufficient demand) or in Vancouver, B.C. on November 15, 2018. Sufficient demand for the Toronto Semi-Finals is defined by whether 30% or more of applications received by FWE come from entrepreneurs living in Ontario, Newfoundland and Labrador, Nova Scotia, Prince Edward Island, New Brunswick, or Nunavut, or if 30% or more of quarter-finalists are from these provinces or territory, then FWE will have the justification to host a Semi-Finals event in Toronto, O.N. on October 25, 2018. If this quota is not reached, then the sole Semi-Finals event will be in Vancouver, B.C. on November 15, 2018. 3 Finalists will be selected at the Semi-Finals event to deliver an in-person pitch at the Finals event in Vancouver, B.C. on February 21, 2019 where the contest Winner will be selected. The Semi-Finalists, Finalists and Winner will be selected based on the following criteria: (i) presentation; (ii) vision and plan for growth; (iii) business valuation; and (iv) the "X" Factor.

The following prizes will be awarded: all entrants will receive: (i) access to an Educational Webinar on How to Pitch for Investment (approximate retail value: \$100), and (ii) the opportunity to practice an investment pitch at a Mini Pitch session (dates TBD) (approximate retail value: \$250); 10 Semi-Finalists will receive: (iii) 2 tickets to the Semi-Finals event (for the Semi-Finalist and 1 guest) in either Toronto or Vancouver (approximate retail value: \$120), and (iv) 1 ticket to the Finals event (approximate retail value: \$350); 3 Finalists will receive: (v) 1 ticket to the FWE Garden Party in June 2019 (date to be determined) (approximate retail value: \$150), and (vi) 1 sponsored entry into the E-Series 2019 Program in April 2019 (Vancouver) or October 2019 (Toronto) (approximate retail value: \$2,500); and 1 Winner will receive: a \$25,000 cash prize.

For more information, please refer to the contest Terms and Conditions available at <http://www.fwe.ca/assets/FWE-P4P-201819-Terms-and-Conditions-v1.pdf>, or contact FWE at [info@fwe.ca](mailto:info@fwe.ca) or 604-682-8115.