



THE FORUM GROWTH SERIES: SHIFT | TERMS AND CONDITIONS

As a participant in the above program (the “**Program**”), you are committed to adhering to [The Forum's Code of Conduct](#). This is very important to us and the community we are building.

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 (“**The Forum**”) establishing the terms and conditions governing your participation in the Growth Series program (the “**Program**”). The Program includes the pre-recorded and live sessions and all associated materials.

BY APPLYING TO OR PARTICIPATING IN THE PROGRAM, YOU ARE INDICATING THAT YOU HAVE READ AND UNDERSTAND THESE TERMS, AND THAT YOU ARE ENTERING INTO A LEGALLY BINDING AGREEMENT WITH THE FORUM ON THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT APPLY TO OR PARTICIPATE IN THE PROGRAM.

The Forum reserves the right, in its sole discretion, to modify these Terms, at any time and without prior notice. If The Forum modifies these Terms, The Forum will post the changes on the The Forum website or otherwise provide you with notice. Your continued participation in the Program following our posting of the changes or otherwise providing you with notice will mean that you accept and agree to such changes. If the modified Terms are not acceptable to you, you must immediately stop your participation in the Program and notify The Forum at 604-682-8115.

The Forum expects all participants and speakers to act in good faith and reserves the right to decline a registration or remove a participant from the program should The Forum feel they are uncommitted to the program, or behaving in disrespectful, discriminatory, unethical, or harmful manner.

1. ELIGIBILITY

- 1.1. To be eligible to enter the Program (as defined below), you must be, at the time of entry be:
 - 1.1.1. a legal resident of Canada;
 - 1.1.2. a self-identifying woman entrepreneur;
 - 1.1.3. an entrepreneur who has a business idea, has been operating a business part-time or has been operating full time for less than one year.
- 1.2. If the applicant is 18 years or under (a legal minor), The Forum will involve the minors' parent or legal guardian from the beginning of the application period to ensure that a minors' participation in the program and all communications are legal. The parent or legal guardian must complete the application form for the minor and must sign a declaration and release linked [HERE](#). All registrants who are legal minors should have their parent or legal guardian contact Melodie Gingras, Program and Community Manager melodie@theforum.ca or 236-455-6265 ahead of filling out the Growth Series application.
- 1.3. Directors, immediate family members of directors, employees and officers of The Forum and its affiliates, agents, sponsors and advertising or promotional agencies, are able to participate in the Program.
- 1.4. The Forum has the right at any time to require proof of identity and/or eligibility to participate in the Program. Failure to provide such proof as The Forum may require in its sole discretion may result in ineligibility to participate in the Program.
- 1.5. All personal and other information requested by and supplied to The Forum for the purpose of the Program must be truthful, complete, accurate and in no way misleading. The Forum reserves the right, in its sole discretion, to remove your application should you at any time supply untruthful, incomplete, inaccurate or misleading personal or other information.

2. PROGRAM COMMITMENT

- 2.1. As a program participant, you are committed to:
 - 2.1.1. adhering to [The Forum's Code of Conduct](#);
 - 2.1.2. participating in all live sessions during the half day program as much as possible;
 - 2.1.3. committing to participating in remote/virtual meetings with their Mentor for one hour/month for 12 months following the Program, if you are selected for the Mentor Program bundle.

3. REGISTRATION PERIOD

The entry period for the course begins at 7:00 AM EST on November 19, 2021 and ends at 7:00 PM EST on January 28, 2022 (the “**Entry Period**”). All registrations must be received during the Entry Period. The Forum reserves the right to extend or shorten the Entry Period in its sole discretion.

4. HOW TO APPLY

In order to be considered for the Program, you must complete the application form online. Registrants that meet our eligibility requirements will receive a confirmation email. Should a registrant not meet the requirements, a Forum team member will be in touch to discuss your situation and see how they can best support the applicant.

5. CANCELLATION POLICY

If you are unable to attend the program, we ask that you kindly inform The Forum as soon as you can so that the spot may be given to another deserving entrepreneur.

6. INTELLECTUAL PROPERTY

As a Program participant, you may view and read all materials that are part of the Program. You may print or screenshot or print pdf file pages for your personal use but you may not share in any manner distribute to other parties, including on social media.

7. PRIVACY

You consent to the collection, use and disclosure of your personal information by The Forum for the purpose of administering and promoting the Program in accordance with our Privacy Policy available at: <https://The Forum.ca/privacy-policy>, which forms a part of these Terms. The Forum reserves the right to disclose anonymous and aggregate data including for the purposes of: reporting to funders, sponsors, and partners; research; publicity; and applications for grants, awards, donations, and sponsorships.

8. CONFIDENTIALITY

- 8.1. For the purpose of building and maintaining trust within The Forum, You agree to and acknowledge the following:
 - 8.1.1. You will not use the confidential information discussed during the Program and/or disclose to other parties outside of the Program;
 - 8.1.2. You will take all reasonable steps to protect the secrecy of and avoid disclosure or use of confidential information and prevent it from falling into the public domain or the possession of unauthorized persons;
 - 8.1.3. You will notify in writing of any misuse or misappropriation of confidential information that may come to attention; and
 - 8.1.4. You will read and understand [The Forum's Privacy Policy](#).

9. MEDIA CONSENT; VIDEO RELEASE AND WAIVER

You and any other persons you may involve in the Program (“Your Participants”) may be filmed or photographed in connection with your involvement in the Program. By signing these Terms, you hereby consent, on behalf of yourself and Your Participants, to the recording, use and reuse by The Forum of the name, appearance and biographical material (i.e., collectively “Likeness”) of you and Your Participants in any and all media now known or hereafter devised, in connection with the Program. You specifically agree that The Forum shall have full exclusive ownership of any video taken of you or your Participants as part of participation in the Program (“Material”) and shall have no rights whatsoever to the Material. You further agree that The Forum shall have the right to use the Material and the Likeness of you and Your Participants in any and all media now known in perpetuity. You represent to us that you have the authority to bind Your Participants to the terms of these Terms.

You agree, on behalf of yourself and Your Participants, to grant and hereby grant The Forum and its contractors full permission to use and reuse the the Likenesses, and/or the Material without compensation of any kind, in connection with any publicity carried out by or on behalf of The Forum with respect to the Program.

You agree, on behalf of yourself and Your Participants, to release The Forum from any and all liability arising out of its use of the Likenesses, and/or the Material.

10. GENERAL

You agree on behalf of yourself and Your Participants, to release, indemnify and hold harmless The Forum and its affiliates, business partners, sponsors, advertising and promotion agencies, and each of their respective directors, officers, employees, agents, contractors and successors and assigns (the “**Releasees**”) from and against any and all claims and causes of action arising from or in connection with the participation of you and Your Participants in the Program.

You agree and acknowledge on behalf of yourself and Your Participants that The Forum and its Releasees will not be liable for any loss or damages of any kind whatsoever arising from or in connection with the Program, including but not limited to: (i) incorrect or inaccurate transcription or registration of Program entry information; (ii) entries that fail to comply with these Terms; (iii) any loss, damage or claims caused by or related to the Program or participation in the Program; 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 Program; (v) the negligence of any Releasee.

The Forum reserves the right to modify, suspend, cancel or terminate, either in whole or in part, the Program at any time and in any way, without prior notice.

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

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.

THE Forum

The Forum acknowledges that community is an important part of our programs and we encourage you to build your community of champions. The participant agrees that they will not, directly or indirectly, solicit, attempt to solicit or divert business from a speaker, expert, mentor or fellow participant unless there is an agreement of mutual collaboration.