

# Terms and Conditions

## Get in the Ring: The American Startup Clash - CANADIAN APPLICATIONS

Futurpreneur Canada is pleased to be managing all Canadian applications for Get in the Ring: The American Startup Clash (“Competition”) in celebration of Global Entrepreneurship Week Canada 2014 (“GEW”).

The Competition is governed by the terms and conditions set out below. By entering the Competition, you agree to abide by those terms and conditions, and the decisions of Futurpreneur Canada and the Competition judges in this merit-based opportunity. You also agree to comply with all applicable laws.

### TERMS & CONDITIONS

#### 1. Competition Period

The Competition application period runs from 9:00 a.m. EST on August 5, 2014 to 5:00 p.m. EST on September 17, 2014. Entries must be received by Futurpreneur Canada within that period to be eligible.

#### 2. How to Enter

You may enter the Competition by submitting your application to Futurpreneur Canada as follows:

- Go to <http://gitrcan2014.istart.org> and follow the instructions. Complete all requirements in the online application form, including but not limited to:
  - General business and team information;
  - Market information;
  - Revenue model/financial information;
  - Description of growth and achievements;
  - A three (3) minute video submission);
  - Your agreement with these terms and conditions (required);
  - You are responsible for ensuring that all information is up-to-date and accurate.

It is solely your responsibility to ensure that your application is properly registered as described above. Futurpreneur Canada will not be responsible for any lost, delayed, misdirected, illegible, incomplete, damaged or undeliverable applications, or any delay or failure to transmit, process, receive or consider applications.

Please do not submit your application multiple times. Applications submitted multiple times will be disqualified.

By submitting to the Competition, Futurpreneur Canada reserves the right to use any application, photo, logo, stories and any other submitted information for promotional, marketing, publicity and all other purposes as deemed by Futurpreneur Canada.

#### 3. Eligibility — Entrants

You are not required to make any purchase or pay any fee to enter the Competition or receive an award.

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You may enter the Competition if at the time of entry: (1) you are a founder of a company that has not been in full-time operation for more than 5 years and is registered/incorporated in Canada; AND (2) you are a citizen or permanent resident of Canada and proficient in the English language; AND (3) you are at least eighteen (18) years of age; AND (4) you have no criminal record; (5) your company is a scalable and innovative business idea or model; AND (6) you hold a valid Canadian passport; AND (7) you are seeking funding for your company that is available if you win the American Startup Clash and your company is determined worthy of funding by the investor judges at the global finals. If you do not meet these requirements, you may not submit an application for the Competition.

Futurpreneur Canada employees and their immediate families (i.e. their spouses, siblings, children, spouses' parents, and the spouses of any of those individuals) and their household members (related or not), and anyone otherwise connected with the Competition or GEW, are not eligible to enter the Competition.

At any time and at its own discretion, Futurpreneur Canada may disqualify any entrant who: does not meet the Competition's eligibility criteria, fails to comply with these terms and conditions, attempts to enter the Competition in any manner or through any means other than as described in these terms and conditions, attempts to disrupt the Competition or attempts to circumvent any of these terms and conditions.

## 4. Video Requirements

All videos submitted must not contain, depict or refer to any crude, vulgar, obscene, sexually explicit, racist, disparaging, discriminatory, offensive, illegal or otherwise unsuitable language, activity or other content. All stories submitted must not disparage or refer negatively to Futurpreneur Canada, the Competition, or any other person or entity and must not conflict with any of Futurpreneur Canada's Core Values, or otherwise be objectionable to Futurpreneur Canada (as determined by Futurpreneur Canada in its sole discretion).

Your video must meet all of the following criteria to be eligible for the Competition:

- It must be no longer than three (3) minutes in length. Videos longer than this time limit will not be accepted.
- File types allowed include: AVI (preferred), Quicktime (.mov), MPEG (.mpg, .mpeg, .mp4), and Windows Media (.wmv). Videos uploaded must be smaller than one gigabyte in size.
- It must not contain, depict or refer to any irresponsible behaviour, foolish risks, or damage to the property of others (all as determined by Futurpreneur Canada in its sole discretion).
- It must not contain any content that violates any law or any third party's rights (including privacy, personality and intellectual property rights).

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- It must comply with the other requirements listed below under the Video Contents heading.

Futurpreneur Canada may disqualify any application at any point in the process, if Futurpreneur Canada determines (in its sole discretion) that the application does not comply with these eligibility requirements or otherwise with these terms and conditions.

## 5. Video Content

Your video may be in colour or black and white, and may be enhanced with graphics, special effects or animation. Your video must comply with the Story Requirements as listed above.

By submitting a video to Futurpreneur Canada you represent and warrant that:

- You are the original creator(s) of the video;
- You are the sole owner(s) of the copyright and all other rights in the video and all content in and on the video including music, and graphics/intellectual property;
- Futurpreneur Canada will not infringe or violate any third party's intellectual property, privacy, personality or other rights when Futurpreneur Canada copies, displays, edits, modifies, transmits or otherwise uses that video in connection with the Competition or any advertising; and
- The video meets all of the eligibility requirements set out in these terms and conditions.

If Futurpreneur Canada suspects or believes that any of the above is untrue, Futurpreneur Canada may disqualify your entry in its sole discretion.

## 6. Subject and Participant Releases

If a video shows any individual in such a way that the individual can be recognized, you must obtain written consent from that individual to permit Futurpreneur Canada to copy, display, transmit and otherwise use the video, and you must give Futurpreneur Canada the original copy of that consent upon Futurpreneur Canada's request. Videos that are submitted with inadequate documentation, as determined solely by Futurpreneur Canada, will not be eligible for the Competition.

## 7. Judging Process

### Finalist Selection

Futurpreneur Canada will select the judges who will rank the entrants and select five (5) finalists to attend the American Start-up Clash. Judges will be representatives of Canadian entrepreneurial ecosystem. Applications will be judged based on the following merit-based judging process, according to the following questions:

- Do you believe this start-up has identified a viable product and market fit for its business? (out of 7)
- Do you believe the founder and/or founding team has the knowledge, experience and ability to succeed? (out of 7)
- Do you believe this start-up has the potential to scale? (out of 7)

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- Should this applicant move to the next round of the competition? (out of 7)
- Does the entrepreneur have a compelling presence and presentation style in the submitted video? (out of 7)
- In the video, did the entrepreneur address all four topics required (team, achievements, business mode and market, and financials and investment proposition within the 3 minute requirement? (out of 7)

Total 42 available points

All five (5) selected finalists be notified by phone and e-mail on September 29<sup>th</sup>, 2014 and will have 48 hours to respond. If a finalist does not respond by this period, the runner up will be contacted. This process will continue until all five (5) finalists are confirmed.

## 8. Finalists

### Compliance with Terms and Conditions

The finalists must have complied with, and remain in compliance with, these terms and conditions and may be required to sign and deliver a copy to Futurpreneur Canada (within three (3) days of Futurpreneur Canada's request) a standard declaration and release form (which will include a declaration of the entrants' compliance with these terms and conditions, an acceptance of the mention as awarded, a publicity release, a liability release) and any other documentation that Futurpreneur Canada may require.

Futurpreneur Canada may request valid proof of identity, residency, age and other relevant documentation, and Futurpreneur Canada may disqualify an entrant if Futurpreneur Canada determines (at its sole discretion) that the provided proof is not sufficient.

If the finalist notification is returned as undeliverable or not reachable by telephone, or if a selected entrant does not comply with all of the above requirements within the above time frames, or does not otherwise comply with these terms and conditions, the entrant will be disqualified and Futurpreneur Canada will select a replacement entrant. This cannot be refuted after the fact.

## 9. Awards

- One trip to Kansas City, MO to attend the American Start-up Clash (November 6 & 7) for the five (5) finalists.
  - Travel expenses will be allocated at the discrepancy of the Kauffman Foundation and no costs associated with this award will be covered by Futurpreneur Canada.
  - No substitution of award, award is non-transferable and may not be redeemed for cash value. If the individual selected declines to participate or is unable to fulfill Competition requirements or if, by reason of accident, illness or emergency, the person is unable to travel or must return home early, or if the individual's participation is terminated by Futurpreneur Canada prior to trip completion, there will be no cash compensation.

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The finalists may be asked to write a blog post about their experience.

## 10. Cancellation

If for any reason Futurpreneur Canada cannot run the Competition as planned (including as a result of bugs, tampering, unauthorized intervention, fraud, technical failures, infection by computer virus or any other cause that corrupts, impairs or affects the administration, security, fairness, integrity, or proper conduct of this Competition) Futurpreneur Canada may cancel, modify, extend or suspend the Competition. In that event, Futurpreneur Canada may make fewer or no awards.

Futurpreneur Canada may also disqualify any individual who tampers with or in any way corrupts the entry or voting process, or who attempts to undermine the legitimate operation of the Competition by cheating, hacking, deception, or other unfair practices, or by attempting to annoy, abuse, threaten or harass any other entrants or Futurpreneur representatives.

## 11. License to Futurpreneur Canada

By entering a video or text story in the Competition, you waive all rights you may have with respect to the video or text story, including all moral rights and rights of personality, publicity or privacy, and you grant Futurpreneur Canada the unrestricted, royalty-free, perpetual, irrevocable, worldwide license (but not the obligation) to use, reproduce, communicate, modify and display the video (in whole or in part) for any purpose without any fee or other form of compensation, and without further notification or permission, including without limitation the following purposes:

- Reproducing, publishing, promoting, communicating and displaying some or all of the text story or video as part of the Competition or otherwise;
- Identifying you by name as the owner of the text story or video;
- Judging the Competition;
- Displaying the winning entries in the Competition; and
- For Futurpreneur Canada's advertising and public relations purposes, including to advertise the Competition, future Competitions, GEW and Futurpreneur Canada's services.

## 12. Modifications

You grant Futurpreneur Canada the unlimited right: (i) to edit or modify your video in any manner, including adding visual or aural effects or other elements; and (ii) to use, adopt and modify any or all portions of your video in combination with other materials. When editing or modifying your video, Futurpreneur Canada will use commercially reasonable efforts to maintain the original essence of the video.

## 13. Publicity

Except where otherwise prohibited by law, participation in the Competition constitutes an applicant's consent to Futurpreneur Canada's use of the winner's name, age, hometown, image/likeness, province,

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logos or other information for promotional purposes without further notification, permission, payment or consideration.

## **14. Disclaimers, Liability, and Indemnification**

Futurpreneur Canada does not accept liability for any loss or damage resulting directly or indirectly from your participation in the Competition.

Futurpreneur Canada is not responsible for: (1) incorrect or inaccurate transcription of entry information or late, lost, incomplete, misdirected entries, or entries received through impermissible or illegitimate channels; (2) technical failures of any kind, including without limitation the malfunctioning of any telephone, computer, network, hardware or software; (3) the unavailability or inaccessibility of any service; (4) unauthorized human intervention in any part of the entry process or the Competition; (5) electronic or human error which may occur in the administration of the Competition or the processing of entries; or (6) any injury or damage to persons or property, including without limitation your computer, which may be caused, directly or indirectly, in whole or in part, from your participation in the Competition or from downloading any material from the Competition website.

Futurpreneur Canada will not be liable to you for any indirect, special, consequential, or punitive damages in connection with the Competition or these rules.

By participating in this Competition, you release and agree to indemnify and hold harmless Futurpreneur Canada and its employees, directors, officers, affiliates, agents, sponsors, partners, judges and advertising and promotional agencies from any and all damages, injuries, claims, causes of actions, or losses of any kind resulting from your participation in this Competition or receipt or use of any prize.

By participating in this Competition, you further agree to indemnify and hold harmless Futurpreneur Canada and its employees, directors, officers, members, affiliates, agents, sponsors, partners, judges and advertising and promotional agencies from any and all damages, injuries, claims, causes of actions or losses of any kind (including actual legal fees and expenses) arising from or related to: (a) your failure to comply with any of these terms and conditions; (b) any misrepresentation you make under these terms and conditions or otherwise to Futurpreneur Canada; or (c) your participation in the Competition.

## **15. Personal Information**

You consent to Futurpreneur Canada using and disclosing your personal information for the purposes of administering the Competition; advertising the Competition, any future Competitions and any of Futurpreneur Canada's services; and for the other purposes described in these terms and conditions.

## **16. Further Information**

For more information, please contact us at [gewinfo@futurpreneur.ca](mailto:gewinfo@futurpreneur.ca).