

WISA SUSTAINABLE FUTURE - HORIZON FUND COMPETITION
OFFICIAL RULES AND REGULATIONS

1. KEY DATES:

The WISA Sustainable Future - Horizon Fund Competition (the “**Competition**”) begins on June 13, 2023 at 12:00 a.m. Eastern Time (“**ET**”) and ends on March 15, 2024 at 11:59 p.m. ET, or once all Awards (defined below) have been claimed in accordance with these Rules, whichever occurs first (the “**Competition Period**”).

2. ELIGIBILITY TO PARTICIPATE:

The Competition is open only to small and medium sized enterprises that meet all of the eligibility criteria set out below (each, an “**Eligible Participant**”).

To qualify as an Eligible Participant, an enterprise must:

- (i) be located in Southern Ontario (defined below);
- (ii) employ between one (1) and five hundred (500) individuals;
- (iii) be a corporation;
- (iv) must be a solvent, active and operational business; and,
- (v) lawfully operate in Canada in accordance with all applicable laws, licenses and regulations.

“**Southern Ontario**” is defined as the following regions: Stormont, Dundas and Glengarry; Prescott and Russell; Ottawa; Leeds and Grenville; Lanark; Frontenac; Lennox and Addington; Hastings; Prince Edward; Northumberland; Peterborough; Kawartha Lakes; Durham; York; Toronto; Peel; Dufferin; Wellington; Halton; Hamilton; Niagara; Haldimand-Norfolk; Brant; Waterloo; Perth; Oxford; Elgin; Chatham-Kent; Essex; Lambton; Middlesex; Huron; Bruce; Grey; Simcoe; Haliburton; and Renfrew.

For certainty, individuals do not qualify as an Eligible Participant and cannot participate in the Competition. To qualify as an Eligible Participant, a participant must be an eligible enterprise as set out above and meet all other eligibility criteria set out within these Rules. Without limiting any of the foregoing and for greater certainty, individuals who are an employee, representative or agent (or living with any such person, whether related or not) of the Waterloo Institute for Sustainable Aeronautics (“**WISA**”, an institute of the University of Waterloo (the “**Sponsor**”)), the Sponsor, their respective parent companies, subsidiaries, affiliates, prize suppliers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfilment of the Competition (collectively, the “**Competition Parties**”) are not eligible to participate.

Any and all actions contemplated in these Official Rules and Regulations (the “**Rules**”) on behalf of an Eligible Participant must be completed by an authorized representative of the Eligible Participant (each a “**Representative**”) who: (a) is a resident of Canada (and resides in Canada during the Competition Period and at the time of participation, selection and award fulfillment); (b) has reached the legal age of majority in their province or territory of residence; (d) has the unencumbered authority, authorization and permission from the Eligible Participant (during the Competition Period and at the time of participation, selection and award fulfillment) to: (i) participate in the Competition on behalf of the Eligible Participant; (ii) provide to the Sponsor any and all required information and/or documentation that relates to the Eligible Participant for the purposes of administering the Competition in accordance with these Rules; and (iii) legally bind the Eligible Participant – including, without limitation, to these Rules and to any other required documentation as contemplated in these Rules. For greater certainty and the avoidance of any doubt, the Representative is not the participant and has no right to personally claim any award in the Competition or a portion thereof – the participant in this Competition is the Eligible Participant enterprise.

IMPORTANT NOTES:

- (i) To be considered as an Eligible Participant, the enterprise must meet all of the Eligible Participant requirements above (as determined by the Sponsor in its sole and absolute discretion) at the time of Competition participation, selection and award fulfillment.
- (ii) The Sponsor reserves the right at any time, in its sole and absolute discretion, to disqualify any Eligible Participant if the Sponsor determines that allowing such Eligible Participant to participate in (or continue to participate in) the Competition could bring the Sponsor into public disrepute or in any way impact the good standing, reputation or obligations of the Sponsor. The Sponsor’s decisions on all matters arising in this regard shall be final and binding without right of appeal.
- (iii) Any Representative who enters the Competition on behalf of an Eligible Participant is responsible for determining whether any policies of that Eligible Participant and policies of any funding sources for that Eligible Participant

(including, without limitation, the federal Government of Canada or any other government) prohibit the enterprise from participating in the Competition or receiving an Award.

3. AGREEMENT TO BE LEGALLY BOUND BY RULES:

By participating in this Competition, each Representative (on their own behalf and on behalf of the Eligible Participant) signifies their agreement that they have read and agree to be legally bound by these Rules.

4. HOW TO PARTICIPATE:

NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE OR OTHERWISE IMPACT THE OPPORTUNITY TO RECEIVE AN AWARD IN RELATION TO THIS COMPETITION.

To participate in the Competition, during the Competition Period a Representative must visit <https://uwaterloo.ca/sustainable-aeronautics/pitchform2> (the “**Website**”) and follow the on-screen instructions to submit all of the following Competition materials:

- (i) **RFP Document:** Follow the Website on-screen instructions to obtain the official Competition RFP document (the “**RFP Document**”). Fully complete the RFP Document with all required information, which may include a requirement to: (a) provide an outline of the Eligible Participant’s proposed Competition project (a “**Project**”); (b) describe the location of the Project; (c) provide Project budget information; (d) provide information regarding the economic benefits of the Project; and (e) provide a description of the Eligible Participant (for example, the Eligible Participant’s ownership, management, any involvement of former public servants or public office holders, business experience, financial results and/or other related information about the Eligible Participant);
- (ii) **Participation Release Form:** Follow the Website on-screen instructions to obtain and complete the official Competition participation declaration and release form (the “**Participation Release**”) which (among other things): (a) confirms the Representative’s and Eligible Participant’s compliance with these Rules (including, without limitation, the eligibility requirements set out in Rule 2 above); (b) confirms that the Eligible Participant, if selected to receive an Award (defined below) in the Competition, will comply with all Award terms and conditions set out in Rule 9 below (including, without limitation, that the Eligible Participant can provide and agrees to provide the applicable Participant Funding (defined below) and will execute and fully comply with a Funding Agreement (defined below)); (c) confirms that, if lobbyists are utilized by the Eligible Participant for the Project, they are registered in accordance with the *Lobbying Act* and that no actual or potential conflict of interest exists nor any contingency fee arrangement; (d) confirms that any former public office holder that derives benefit from the Competition and (as applicable) an Award will be in compliance with the *Conflict of Interest Act* and the *Values and Ethics Code for the Public Sector*; (e) grants to the Competition Parties a license to publish and otherwise use in connection with the Competition the Eligible Participant’s Submission Materials (defined below); and (f) represents and warrants that: (i) the Submission Materials (and each component thereof) are entirely original to the Eligible Participant, do not infringe on any rights and/or interests of any third party and that the Eligible Participant is the owner of all intellectual property rights and any other rights in and to the Submission Materials; (ii) the Representative is fully authorized to submit the Submission Materials in the Competition and no further rights, grants, consents, waivers or permissions are required to submit the Submission Materials; (iii) the Submission Materials (and each component thereof) do not (and any permitted use of the Submission Materials shall not) violate any law, statute, ordinance or regulation, nor give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity; and (iv) the Eligible Participant will fully release and indemnify the Released Parties from and against any and all claims, damages, liabilities, costs, and expenses arising from any permitted use of the Submission Materials or any portion(s) thereof.

Upon fully completing a RFP Document and Participation Release (collectively, a “**Submission**”), the Representative must follow the Website’s on-screen instructions to submit the Submission during the Competition Period.

IMPORTANT NOTES:

- (i) To be eligible, a Project must: (a) link to sustainability in aviation or aerospace; and (b) align with one of WISA’s pillars of sustainability (social sustainability, environmental sustainability, and/or economic sustainability);
- (ii) A Project’s budget information submitted as part of a completed RFP Document must represent direct and reasonable costs associated with the proposed Project incurred up to the end date of March 29, 2024;
- (iii) A Project’s title, enterprise name and/or logo, and any other non-proprietary information about the Project may be used in promotional materials by the Sponsor in connection with the Competition (including, without limitation, at events and/or posted online in connection with advertising the Competition); and,

- (iv) To be eligible, the proposed Project and all content and materials associated with an Eligible Participant's Submission (collectively, the "**Submission Materials**") must: (i) be submitted and received in accordance with these Rules during the Competition Period; (ii) include all required components and materials noted above; (iii) be in accordance with these Rules, including, but not limited to, the specific Participation Requirements listed below; and (iv) be in accordance with any additional Competition guidance materials published by the Sponsor (all as determined by the Sponsor in its sole and absolute discretion).

5. SUBMISSION LIMIT AND CONDITIONS:

There is a limit of one (1) Submission per Eligible Participant. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any participant has attempted to: (i) exceed any of the limits stated in these Rules; (ii) use multiple names, identities, e-mail addresses, and/or use any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or to disrupt the Competition; and/or (iii) disrupt or participate in the Competition in any other fraudulent or misleading way, then the participant may be disqualified from the Competition in the sole and absolute discretion of the Sponsor. The Competition Parties, His Majesty the King in Right of Canada represented by the Minister responsible for Federal Economic Development Agency for Southern Ontario (the "**Minister**"), and each of their respective agents, employees, directors, officers, successors, and assigns (collectively, the "**Released Parties**") are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete, noncompliant or incompatible Submissions, Submission Materials and/or any other Competition-related Information (collectively, "**Competition-Related Information**"), all of which are void.

A Submission may be rejected if, in the sole and absolute discretion of the Sponsor: (i) the Submission (including, but not limited to, any associated Submission Materials) is not submitted and received in accordance with these Rules during the Competition Period; and/or (ii) the Submission and/or Submission Materials accompanying the Submission are not in compliance with these Rules (including, but not limited to, the important notes listed in Rule 4 above and the specific Participation Requirements listed in Rule 7 below), all as determined by the Sponsor in its sole and absolute discretion. For certainty, the Sponsor reserves the right to verify at any time that a Submission (including, but not limited to, any associated Submission Materials) is in compliance with these Rules.

6. VERIFICATION:

All Competition-Related Information and participants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying a participant's eligibility to participate in this Competition; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Competition-Related Information and/or other information entered (or purportedly entered) for the purposes of this Competition; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Competition in accordance with the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of the Competition will be the official time-keeping device(s) used by the Sponsor.

7. PARTICIPATION REQUIREMENTS:

BY PARTICIPATING IN THIS COMPETITION, EACH EACH REPRESENTATIVE (ON THEIR OWN BEHALF AND ON BEHALF OF THE ELIGIBLE PARTICIPANT) AGREES TO RELEASE THE RELEASED PARTIES FROM ANY AND ALL LIABILITY IN CONNECTION WITH THE COMPETITION AND YOUR PARTICIPATION THEREIN AND TO INDEMNIFY THE RELEASED PARTIES AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS, AND EXPENSES ARISING FROM YOUR PARTICIPATION IN THE COMPETITION. BY PARTICIPATING IN THIS COMPETITION, EACH REPRESENTATIVE (ON THEIR OWN BEHALF AND ON BEHALF OF THE ELIGIBLE PARTICIPANT) ALSO AGREES THAT THEIR SUBMISSION (AND EACH INDIVIDUAL COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE SUBMISSION MATERIALS) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OF A SUBMISSION (OR ANY COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE SUBMISSION MATERIALS); (II) PARTICIPATION IN ANY COMPETITION-RELATED ACTIVITIES; (III) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY PERSONAL INFORMATION; AND/OR (IV) IF DECLARED AN AWARD RECIPIENT, THE AWARD (INCLUDING ANY USE OR MISUSE OF THE AWARD). THE RELEASED PARTIES SHALL BE HELD HARMLESS BY EACH REPRESENTATIVE AND ELIGIBLE PARTICIPANT IN THE EVENT IT IS DISCOVERED THAT A REPRESENTATIVE OR ELIGIBLE PARTICIPANT HAS DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THESE RULES. THIS RELEASE AND INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE TERMINATION OF THE COMPETITION AND/OR AWARDED OF ANY AWARD.

By participating in the Competition, each Representative (on their own behalf and on behalf of the Eligible Participant) hereby

warrants and represents that any Submission Materials submitted:

- i. is/are original to the Eligible Participant and that the participant has obtained all necessary rights in and to the Submission Materials for the purposes of entering such Submission Materials in the Competition;
- ii. does not violate any law, statute, ordinance or regulation;
- iii. does not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their jurisdiction of residence;
- iv. will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and
- v. is/are not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups; that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals without their consent, including, without limitation, names, telephone numbers and addresses (physical or electronic); any identifiable third party products, trade-marks, brands and/or logos; conduct or other activities in violation of these Rules; and/or any other materials that are or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

The Sponsor or its designated content moderator (the “**Reviewer**”) reserves the right to screen all Submission Materials. Any Submission Materials that the Reviewer deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Rules are subject to disqualification. The Reviewer reserves the right, in its sole and absolute discretion at any time and for any reason, to remove any Submission Materials (or any part thereof) and/or to request a participant to modify, edit and/or re-submit their Submission Materials (or any part thereof) in order to ensure that the Submission Materials comply with these Rules, or for any other reason. If such an action is necessary at any point during or after the Competition, then the Sponsor reserves the right, in its sole discretion, to take whatever action it deems necessary based on the circumstances – including, without limitation, disqualifying the Submission Materials (and therefore the corresponding Submission and/or the associated participant) – to help ensure that the Competition is being conducted in accordance with the letter and spirit of these Rules.

8. LICENSE:

By participating in the Competition and submitting a Submission, each Representative and Eligible Participant: (i) grants to the Sponsor (including, without limitation, WISA), in perpetuity, a worldwide, fully paid-up, royalty free, irrevocable, non-exclusive, sub-licensable license to publish, display, reproduce, modify, edit, make available, communicate to the public by telecommunication and otherwise use and exploit their enterprise name, logo and Submission Materials (and each component thereof), in whole or in part, for advertising or promoting the Competition or for any other communications purpose in any type of media; (ii) waives all moral rights in and to their Submission Materials (and each component thereof) in favour of the Sponsor (and anyone authorized by the Sponsor to use such Submission Materials); and (iii) agrees to release and hold harmless the Released Parties from and against any and all claims, damages, liabilities, costs, and expenses arising from such use of their enterprise name, logo and Submission Materials (or any component thereof), including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related or other cause of action whatsoever.

9. AWARDS:

There are up to fifteen (15) awards (each, an “**Award**”) available to be received in the Competition, each consisting of \$20,000 CAD funding for the winning Eligible Participant to use for their submitted Project.

IMPORTANT NOTES:

- (i) All of the following terms and conditions apply to each Award:
 - a. Participant Funding – to be eligible to receive the Award, the Eligible Participant must agree to provide, and provide, no less than 50% of the costs of the Project (the “**Participant Funding**”). The Eligible Participant must also ensure that the Eligible Participant has adequate funding to continue progress of the Project between payments of the Award funding, which shall be provided according to the payment schedule set out below.
 - b. Funding Agreement – to be eligible to receive the Award, the Eligible Participant must execute (and fully comply with) a funding agreement with the Sponsor (a “**Funding Agreement**”) (for certainty, the Eligible Participant shall not receive any funding until it has entered in such Funding Agreement).

- c. **Funding Limitations** – an Eligible Participant is not eligible to receive more than a total of \$100,000 CAD in combined Project funding from this Competition and any other WISA Sustainable Future competition. Further, an Eligible Participant is not eligible to receive more than a total of \$100,000 CAD in combined funding from any WISA Sustainable Future competition (including this Competition) and any other Aerospace Regional Recovery Initiative in which funding is contributed by the Federal Economic Development Agency for Southern Ontario. The Sponsor reserves the right, in its sole and absolute discretion and at any time, to reduce the total funding amount of an Award provided to an Eligible Participant in order to comply with this limitation. Without limiting any of the foregoing, in the event that an Eligible Participant selected to receive an Award is subject to any other funding policies (including, without limitation, the policies of the federal Government of Canada or of any other government funding provider) that prohibit the Eligible Participant from receiving the applicable Award (in whole or in part), then the Sponsor reserves the right, in its sole and absolute discretion, to select an alternate recipient (in accordance with the procedures outlined in these Rules, with the necessary amendments) or to reduce the total funding amount of an Award provided to the Eligible Participant in order to comply with the applicable policies.
- d. **Payment Schedule** – each Award will be awarded to the winning Eligible Participant according to the following payment schedule: (i) 45% of the Award funding will be provided upon executing the Funding Agreement; (ii) 45% of the Award funding will be provided upon the Sponsor’s receipt of approved Project progress reports, in accordance with the terms of the Funding Agreement; and (iii) 10% of the Award funding will be provided upon Project completion and the Sponsor’s receipt of an approved final Project report, in accordance with the terms of the Funding Agreement.
- e. **Eligible Costs** – each Award must be used by the winning Eligible Participant towards eligible costs incurred up to the end date of March 29, 2024 to execute the Eligible Participant’s Project (such eligible costs shall be set out within the applicable Funding Agreement and may include, without limitation, eligible approved transportation, consultant, labour, sales tax, carbon offset credit and approved retroactive costs). An Award is not permitted to be used towards ineligible costs (ineligible costs shall be set out within the applicable Funding Agreement and may include, without limitation, facility construction/renovation costs, land, building, or vehicle purchase costs, non-incremental wages, hospitality and entertainment costs, costs of individual membership in a professional body, lobbyist fees, refinancing fees, intangible asset costs, depreciation or amortization expenses, interest, bond discount, losses on investments, fines or penalties, and litigation costs).
- f. **General** – without limiting any of the foregoing, the following additional general terms and conditions apply to each Award: (i) the Award must be accepted as awarded and is not transferable or assignable; (ii) the recipient is responsible for the Participant Funding and all other Project costs that are not covered by the Award; and (iii) the winning Eligible Participant’s operation, the applicable Project and its use of the Award must be in compliance with all federal, provincial, territorial, municipal and other applicable laws, including without limitation, all applicable statutes, regulations, by-laws, rules, ordinances and decrees (including without limitation, all legal requirements and regulations relating to environmental protection and impact assessment and the successful implementation of and adherence to any mitigation measures, monitoring or follow-up program, which may be prescribed by federal, provincial, territorial, or municipal bodies – as applicable, the Sponsor reserves the right, in its sole and absolute discretion and at any time, to suspend a Project and/or Award funding unless and until the requirements under applicable environmental legislation are met and continue to be met).
- (ii) A Funding Agreement will be provided by the Sponsor to each Eligible Participant selected to receive an Award. Each Funding Agreement will contain terms and conditions that address (among other things): (i) the Project description; (ii) record-keeping requirements; (iii) monitoring and audit rights of the Minister; (iv) record release requirements related to the Project and use of funds; (v) monitoring and reporting requirements; (vi) indemnification of the Sponsor and His Majesty the King in Right of Canada; and (vii) consent by the Eligible Participant to being contacted by the Minister in relation to success stories, announcements, ceremonies and other communications activities.

10. ELIGIBLE RECIPIENT SELECTION PROCESS:

A panel of judges (the “**Competition Judges**”) appointed by the Sponsor at its sole and absolute discretion will judge and assign a score (each, a “**Score**”) to each Submission, in the order that each Submission is received, on the basis of the following weighted criteria (the “**Judging Criteria**”):

Submission Material	Criteria	Weighting
RFP Document		
	The Opportunity & The Solution: The pitch clearly identified the problem they are looking to solve/the opportunity their project provides and how their solution addresses the problem they have identified?	20
	Aeronautical Sustainability Impacts: The project will have measurable impact on sustainability factors within aviation/aerospace.	20

	Budget Justification: The budget supports eligible expenses that are feasible within program timeline.	10
	Project Design: The strategy and methodology described can feasibly complete the proposed project.	20
	Feasibility and Impacts of Deliverables within Timeframe: The described milestones and deliverables can be reasonably completed by March 31, 2024	10
	Economic Impacts: The economic impacts of the proposal are clearly defined, achievable, and produce measurable results within Southern Ontario.	20
	Total Score	Maximum 100%

The first fifteen (15) Eligible Participants whose Submissions obtain a Score that is at or above the Minimum Score will each be selected as a potential Award recipient. The odds of winning depend on the number, calibre (based on the Judging Criteria and Minimum Score) and timing of eligible Submissions received.

IMPORTANT NOTE: An Eligible Participant will only be eligible to be selected as a potential Award recipient if the Eligible Participant's Submission obtains a Score of at least 70% (the "**Minimum Score**"). For greater certainty and the avoidance of any doubt, if less than fifteen (15) Submissions obtain the Minimum Score, then only the number of Eligible Participants associated with a Submission that obtains the Minimum Score will be selected as a potential Award recipient (and any remaining Awards will not be awarded in the Competition).

Judging is scheduled to occur throughout the Competition Period (each Submission will be judged once it is received) and will be completed by March 22, 2024 or once all Awards (defined below) have been claimed in accordance with these Rules, whichever occurs first.

11. ELIGIBLE RECIPIENT NOTIFICATION PROCESS:

The Sponsor or its designated representative will make a minimum of two (2) attempts to contact the Representative of each Eligible Participant selected as a potential Award recipient via email and/or telephone. A Representative is solely responsible for ensuring he/she is able to receive such notification messages, monitoring for such notification messages and following all instructions contained in such notification messages, failing which, the Eligible Participant may be disqualified (as determined by the Sponsor at its sole discretion). The Eligible Participants selected as potential Award recipients prior to October 25, 2023 will be invited to attend WISA's Sustainable Aeronautics Summit on October 25, 2023 (the "**Event**") and acknowledged at the Event (however, for certainty, the Representatives of such Eligible Participants are not required to attend the Event in order for the Eligible Participants to be confirmed as Award recipients).

12. ELIGIBLE RECIPIENT CONFIRMATION PROCESS:

NO ELIGIBLE PARTICIPANT IS AN AWARD RECIPIENT UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS THE ELIGIBLE PARTICIPANT AS A RECIPIENT IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED A CONFIRMED AWARD RECIPIENT, the Representative of each Eligible Participant that is eligible to receive an Award will be required to sign and return within two (2) business days of notification the Sponsor's recipient declaration and release form, which (among other things): (i) confirms their and the Eligible Participant's compliance with these Rules; (ii) acknowledges the Eligible Participant's acceptance of the Award (as awarded and subject to all terms and conditions set out in Rule 9, including without limitation, that the Eligible Participant agrees to provide the Participant Funding and execute a Funding Agreement); (iii) releases the Released Parties from any and all liability in connection with this Competition, their and the Eligible Participant's participation therein, the Project and/or the awarding and use/misuse of the Award or any portion thereof; (iv) agrees to indemnify the Released Parties against any and all claims, damages, liabilities, costs, and expenses arising from use of the Eligible Participant's Competition-Related Information or any portion(s) thereof, participation in this Competition, the Project and/or the awarding and use/misuse of the Award or any portion thereof; and (v) agrees to the publication, reproduction and/or other use of the Eligible Participant's name and logo without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor or Minister in perpetuity throughout the world in any manner or medium whatsoever, including print, broadcast or the internet. Without limiting any of the foregoing, in accordance with Rule 9(i)(b) above, to be eligible to receive an Award, each selected Eligible Participant must execute (and fully comply with) a Funding Agreement with the Sponsor and for certainty, the Eligible Participant shall not receive any funding until it has entered in such Funding Agreement.

If an Eligible Participant that is eligible to receive an Award: (a) cannot be contacted as set out set out above, or if there is a return of a notification as undeliverable; (b) fails to have its Representative return the properly executed Competition documents within the specified time; (c) cannot accept (or is unwilling to accept) the Award (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then the Eligible Participant will be disqualified (and will forfeit all rights to the applicable Award) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate potential recipient in accordance with the procedure outlined above, with the

necessary amendments (in which case the foregoing provisions of this section shall apply to such newly selected potential recipient).

13. GENERAL CONDITIONS:

This Competition is subject to all applicable federal, provincial/territorial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Competition, including without limitation the eligibility of participants or any Competition-Related Information, are final and binding on all participants without right of appeal.

ANY INDIVIDUAL OR ENTERPRISE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

All Competition-Related Information becomes the property of the Sponsor. The Released Parties will not be liable for: (i) any failure of the Website or any other any website or platform during the Competition; (ii) 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; (iii) the failure of any Competition-Related Information, recipient notification message and/or other information to be 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; (iv) any injury or damage to a participant's or any other person's computer or other device related to or resulting from participating in the Competition; (v) anyone being incorrectly and/or mistakenly identified as a recipient or eligible recipient; and/or (vi) any combination of the above.

The Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend the Competition (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of the Competition as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of the Competition in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend the Competition, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. The Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

The Sponsor reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Competition mechanics stipulated in these Rules, to the extent deemed necessary by the Sponsor, for purposes of verifying compliance of any participants, Competition-Related Information and/or other information with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Competition as contemplated in these Rules, or for any other reason.

By entering this Competition, each participant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted only for the purpose of administering the Competition and in accordance with the Sponsor's privacy policy (available at: <https://uwaterloo.ca/privacy/>). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Competition-related materials, including, but not limited to, the French version of these Rules, the Website, television, print or online advertising and/or any instructions or interpretations of these Rules given by any representative of the Sponsor, the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, the Sponsor or any of the other the Released Parties in connection with the Competition will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to the Competition.