

DECLARATION OF COMPLIANCE AND RELEASE OF LIABILITY AND PUBLICITY
(the “**Release**”)
INGENIOUS+ YOUTH INNOVATION AWARD COMPETITION
(the “**Competition**”)

RELEASE – PLEASE READ CAREFULLY

In consideration of the Rideau Hall Foundation and its Delivery Partners (“**Sponsors**”) offering me the chance to win the regional award described below, I, _____ residing at _____ in the city of _____ in the Province/Territory of _____ hereby declare that:

1. I confirm that I am a legal resident of Canada and was between 14 and 18 years of age as of the date of my entry. If I was under the age of majority in my province or territory of residence at the date of my entry, I had the permission of my parent or legal guardian to enter the Competition. I confirm that I am not an officer, director, employee, agent or representative of any of the Sponsors or any of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, or any individual or entity involved in the development, production, implementation, administration, judging or fulfillment of the Competition (collectively, the “**Competition Entities**”), or a member of any immediate families (defined as parents, siblings, children and spouses, regardless of where they live) or households (whether or not related) of any of the above.
2. I understand that I may be selected as eligible to win a regional award in the Competition sponsored by the Sponsors consisting of:
 - \$1,000; and
 - the opportunity to attend 4-5 virtual group learning and mentorship sessions (approx. value \$100 each).
3. I understand that if I win a regional award, I will be eligible and may be selected to win a national award in the Competition sponsored by the Sponsors consisting of:
 - \$10,000; and
 - the opportunity to attend 2-3 virtual group learning and mentorship sessions (approx. value \$250 each).
4. I understand that if I enter the Competition as part of a group and my group is chosen for an award, the cash award will be distributed equally amongst the group members.
5. I acknowledge and agree that the award must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise. The Rideau Hall Foundation reserves the right, at its sole discretion, to substitute an award of greater or equivalent monetary value if an award cannot be awarded as described for any reason. The Rideau Hall Foundation will not replace any lost or stolen awards.
6. I acknowledge and agree that all award recipients (including all members of a group) may be recognized on the Competition website by name, city and province or territory of residence and photos and I agree to make myself available for media interviews. I consent to the use of my name, image, photograph, likeness, voice, and city of residence and related

visual/sound recordings by the Sponsors, without the expectation of further remuneration or notice in connection with the award and for publicity purposes relating exclusively to the Competition in any media or format whatsoever at any time or times in perpetuity.

7. I understand that the Rideau Hall Foundation has no control over and is not responsible for any use or misuse including, but not limited to, any alteration, modification, reuse or distortion of the photographs taken, or content submitted (or my name and city of residence) that may occur or be caused by third parties. The Rideau Hall Foundation will not be monitoring and has no control over third parties' use or misuse of the photographs or content of my submission (or my name and city of residence) displayed on the Rideau Hall Foundation website or other websites or publications.

8. I consent to the collection, use and disclosure by the Rideau Hall Foundation and its authorized agents of my personal information in order to process my application and administer the Competition, including awarding awards, which information is mandatory in order to participate in the Competition, and some of which information is posted on the Competition website. I understand that winners consent to the collection of additional personal information, which may include financial information, for the purposes of confirming compliance with the award use and reporting requirements set out in the Competition Rules. I understand I may be offered the opportunity to receive additional communications from the Sponsors or their partners about their products and programs, and upcoming contests and promotions. I understand that my personal information will be collected under the authority of the *Freedom of Information and Protection of Privacy Act* R.S.O. 1990, c. F.31 and used for the purpose of administering and promoting the Competition and winners, in accordance with the Rideau Hall Foundation's [Privacy Policy](#). I understand I can withdraw my consent to use my personal information before the submission closing date, in which case my submission will be removed from consideration.

Checkbox:

Yes, I would like to receive information about events, products, programs, services, and contests from the Rideau Hall Foundation and its partners, and I understand I can unsubscribe at any time. By checking this box, you are providing consent to the Rideau Hall Foundation to receive commercial electronic messages at the e-mail address provided above from the Rideau Hall Foundation and the following organizations: JA Canada, JA British Columbia, JA Alberta, JA Saskatchewan, JA Quebec, JA Central Ontario, JA Southwestern Ontario, JA Northern and Eastern Ontario, and League of Innovators. All third parties are required to offer an opt-out mechanism if you no longer wish to receive emails from them. Rideau Hall Foundation, 9 Rideau Gate, Ottawa, ON, K1M 1M6 (Info@RFH-FRH.ca)]

9. I understand that as a condition of receiving an award, all winners will be required to use the monetary portions of their award for the purposes of developing, improving and implementing their innovation. Determination of whether a winner's activities comply with this requirement will be in the sole discretion of the Rideau Hall Foundation and supporting documentation, such as receipts, may be requested. Examples of acceptable uses of awards include, but are not limited to, purchasing materials for the innovation, marketing costs, registration of websites, purchasing equipment, and transportation costs. All winners will also be required to complete an end-of-year survey sent to them electronically or

otherwise by the Rideau Hall Foundation seeking feedback on the Competition and a description of how the winner used the monetary and non-monetary portions of their award to develop, improve, or implement their innovation.

10. In addition to these requirements, winners of the national awards will be required to provide a progress report to the Rideau Hall Foundation three (3) months after receipt of their award. The progress report (a) must contain an update on the status of the winner's innovation and how the winner used the monetary and non-monetary portions of their award to develop, improve, or implement their innovation and (b) must be submitted to the Rideau Hall Foundation at the date specified by the Rideau Hall Foundation.
11. I understand that if a winner fails to (a) use an award for the purposes of developing, improving or implementing their innovation, (b) complete the end-of-year survey as required, or (c) complete and send the progress report as required (for national award winners only), the Rideau Hall Foundation, in its sole discretion, may require repayment of the monetary portion of the award.
12. I understand that if I am a regional award recipient, I will be invited to attend a regional celebration, which will be held virtually between March and May 2023. I understand that if I am a national award recipient, I will also be invited to attend a national in-person celebration in Ottawa during Canadian Innovation Week (May 15th-19th, 2023).
13. If I am a regional or national award recipient, I:
 - a) understand that the Rideau Hall Foundation will, where necessary and only if possible dependent on health and safety travel restrictions, provide:
 - round trip economy transportation for (a) myself if I entered the Competition alone, or if I entered the Competition as part of a group and am the designated representative of my group per our application form; and, if I am under the age of majority in my province or territory of residence, (b) my parent or legal guardian from the major Canadian airport nearest my residence (selected at the discretion of the Rideau Hall Foundation) (the "**Departure Point**") to the city location of the regional and/or national celebration (the "**Destination**");
 - one (1) night hotel accommodation in Destination for myself and, if applicable, my parent or legal guardian (based on standard room, double occupancy); and
 - entry for myself and, if applicable, my parent or legal guardian, to the award celebration at the Destination (the "**Event**");
 - b) understand that if I reside within a 350-kilometer radius of the Destination, ground transportation (including without limitation train transportation) may be awarded instead of air travel and no compensation or substitution will be provided for the difference in cost (if applicable);
 - c) understand that any other costs or expenses associated with the award not specified herein will be my responsibility, including without limitation ground transportation to/from the Departure Point, meals, communication charges, room service, gratuities, optional tours, insurance and medical travel documents;

- d) understand that the Sponsors will not be responsible if weather conditions, event cancellations, or other factors beyond Sponsors' reasonable control prevent the award or part of the award from being fulfilled, and that I will not be entitled to compensation in lieu thereof;
 - e) understand that I and, if applicable, my parent or legal guardian must travel on the dates and travel carriers and stay at the accommodations as determined by the Rideau Hall Foundation in its sole discretion, and all travel must be completed prior to **May 20th, 2023**;
 - f) confirm that I have a valid passport and any other necessary travel documentation and permissions to travel to the Destination. I understand that if I am denied access to an aircraft, entry into the Destination country or return entry to the Departure Point, that the award may be forfeited (in whole or in part) and that I will be solely responsible for any and all additional costs incurred;
 - g) agree to obey all hotel and Event rules and requirements, including the hotel requirement to present a major credit card. I understand that failure to follow such hotel and Event rules and requirements may result in, without limitation, ejection from the Event, non-admission to hotel and forfeiture of all or part of the award;
 - h) understand that if I am travelling with a parent or legal guardian, they will be required to sign and return a Release in order to accompany me. I acknowledge that once I select my parent or legal guardian to accompany me, I will not be able to change their names;
 - i) agree to conduct myself with due regard to the public conventions and morals. I will not, while a guest of Sponsors during the trip, commit an offense involving moral turpitude under local laws or ordinances. I shall not commit any act that will tend to degrade Sponsors in society or bring Sponsors into public hatred, public disrepute, contempt, scorn, or ridicule or that will tend to shock, insult or offend the community or public morals or decency or prejudice Sponsors. In the event I engage in the above or behavior that (as determined by Sponsors in its sole discretion) is obnoxious or threatening, illegal, or that is intended to annoy, abuse, threaten, or harass any other person, I agree that the Rideau Hall Foundation may terminate the trip early with no further compensation or obligation to me.
14. **I acknowledge that my receipt of the award shall fully discharge any obligation owed to me by the Sponsors in relation to this Competition, and I hereby release and agree to defend, indemnify and hold harmless the Competition Entities and each of their respective officers, directors, agents, representatives, successors and assigns (the "Releasees") from any and all liability, claims, demands, judgments, damages, injuries, lawsuits, causes of action, death, losses, costs and expenses in connection with this Competition or the acceptance, receipt, attendance at, travel related to, defect in, delivery of, use, inability to use, or misuse or possession of the award, which I or my respective heirs, executors, administrators or next-of-kin may now or hereafter have against them or any part of them.**
15. I warrant and represent in respect of all entries that I submitted that (i) the entry is my original work, created solely by me, and over which I have all necessary rights, title and

interest, including copyright; (ii) my entry has not been previously published; (iii) my entry does not infringe upon the intellectual property rights, or defame or invade the publicity or privacy rights, of any third party, living or deceased; (iv) all individuals appearing my entry have granted to me an irrevocable, royalty-free, worldwide license in perpetuity to publish or otherwise use their likeness in the entry in any manner and media whether now known or hereafter devised, including without limitation on any website associated with the Competition; and, (v) my entry complies with the entry requirements set out in the attached Competition Rules. I indemnify and hold harmless the Releasees from any claims to the contrary.

16. I agree as follows in respect of all entries that I submitted: (i) my entry may be posted by the Sponsors on any website associated with the Competition and/or on the Sponsors' social media channels, in the Sponsors' sole discretion but without obligation; (ii) I have the right and authority to, and do hereby, grant to the Sponsors an irrevocable, non-exclusive, royalty-free worldwide license to post, display, broadcast, publish, use, adapt, edit, translate, dub, modify, distribute and convert into digital-machine readable or any other accessible format for persons with disabilities, the entry in whole or in part, in any way, in any and all media, throughout the world, for any purpose, without limitation, and without notice or additional consideration; (iii) I waive any and all moral rights that I may have in and to my entry with respect to the uses contemplated herein; and, (iv) I agree to release and hold harmless the Releasees from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action that relates in any way to the Sponsors' use of my entry.
17. I acknowledge that in order to be declared the winner of the award, I must have signed and return this Release to the Rideau Hall Foundation prior March 31st, 2023.
18. I agree to execute and deliver all further documents and instruments that may be reasonably necessary or desirable in order to give full effect to this Release.
19. I have read this Release, fully understand its contents and confirm that it is a true and accurate statement of the facts contained herein.

ENTRANT:

WITNESS:

Signature

Signature

Name (please print)

Name (please print)

Telephone number

Telephone number

Email address

Date

Date

Rules and Regulations

INGENIOUS+ YOUTH INNOVATION AWARD

RULES AND REGULATIONS

ELIGIBILITY

Only Canadian residents are eligible to participate in the Ingenious + Youth Innovation Award competition (the “Competition”). Entrants must be between the ages of 14 and 18 (having reached their 14th birthday and not yet reached their 19th birthday at the time of entry. All entrants must complete and sign a declaration and release form (the “Release”) to enter the Competition. Entrants who have not reached the age of majority in their province or territory of residence at the time of entry must also have a parent or legal guardian sign the Release. In the event of a group, all members must meet the age and residency requirements above and one individual must be identified as the group’s primary contact. If a group is chosen as an award recipient under the Competition, the group’s primary contact will be the individual contacted by the Ingenious+ program. A group may consist of no more than five (5) members.

The 2021/2022 National First, Second and Third Place Award winners of the Competition are not eligible to participate in this year’s Competition.

Entrants must be the sole owner of all right, title and interest (including copyright) in and to the content of the entry submitted in connection with the Competition.

Employees, officers, directors, agents or representatives of the Sponsors and each of their respective affiliates, parents, subsidiaries, related companies, advertising and promotional agencies and any individual or entity involved in the development, production, implementation, administration, judging or fulfillment of the Competition (collectively, the “Competition Parties”) and the immediate family and household members of any of the above (whether or not related), are not eligible to participate in the Contest. For the purposes of these Contest

rules, “immediate family” means husband, wife, spouse, mother, father, brother, sister, son, and/or daughter, whether or not they reside in the same household.

The Rideau Hall Foundation will determine the eligibility of all entrants at all levels of the award program. Its decision on eligibility is final. For clarity, the Rideau Hall Foundation will work with Junior Achievement (JA) Canada, JA British Columbia, JA Alberta, JA Saskatchewan, JA Southern Ontario, JA Central Ontario, JA Eastern and Northern Ontario, JA Quebec and JA New Brunswick. to carry out the Competition (the “Delivery Partners” and collectively with the Rideau Hall Foundation, the “Sponsors”).

All entrants must also comply with these rules and regulations (the “Competition Rules”). Entry in the Competition constitutes acceptance of the Competition Rules.

HOW TO ENTER

To enter, complete and submit the online entry form located at <https://ingeniousplus.ca/ingenious-entry-form/> (the “Competition Website”) along with the Consent and the Ingenious + Youth Innovation Challenge submission you are entering in the Competition (the “Submission”).

Regional Award

All entrants must submit an online entry form and/or video including the information required in this application form <https://ingeniousplus.ca/ingenious-entry-form/> to enter and to qualify for selection for an award under the Competition. Submissions for the regional \$1,000 awards will be accepted from December 12th, 2022 to February 28th, 2023 at 11:59 p.m. PST..

The completed entry, including the Submission, supporting materials and completed Release must be submitted no later than February 28th, 2023 at 11:59 p. m. PST to be counted as received during the submission period.

Entrants may submit more than one entry in any given year. There is no limit.

National Award

National awards shall only be available to successful recipients of a regional award, unless otherwise determined by the Rideau Hall Foundation in its sole discretion. If there are not at least 30 regional award recipients who carry on to the national competition, additional Submissions for the national competition may be sought at the discretion of the Rideau Hall Foundation. These Submissions will be required to be in the same format and follow the same entry process as all other Submissions, and will be required to be submitted by March 24th, 2023 at 11:59 p.m. PST to be counted as received during the submission period.

Entrants who wish to be considered for a national award must indicate their choice on their entry form. Regional award winners who indicated on their entry form that they wished to be considered for a national award are automatically entered into the national competition, and their materials from the regional process (entry form, consent forms) constitute the materials to be considered for the national award. If an entrant changes their mind and does not wish to participate in the national award part of the Competition, they must withdraw their Submission by March 3rd 2023. Entrants who opt out of the national competition cannot decide to opt in at a later date.

CONSENT AND RELEASE

All entrants, including all members of a group, must provide an executed Release by the prescribed method before their application will be considered complete and submitted.

Entrants who have not reached the age of majority in their province or territory of residence, must also have a parent or legal guardian execute the Release. The signed Release must be uploaded via the Competition Website at the following link: [Release form](#). In the absence of a valid Release for a member of a group, that individual group member will be ineligible for competition, while the remainder may continue in the competition.

By executing the Release the entrant will (among other things) (a) confirm their compliance with these Rules; (b) release the Competition Parties and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the "Releasees") from any and all liability in connection with the Competition, the entrant's participation in the Competition, and the use or misuse of the award or any portion thereof; (c) consent to the publication, reproduction and or use of the entrant's name, image, photograph, likeness, voice, and city of residence without further notice or compensation, by or on behalf of the Sponsors in connection with the award and for publicity purposes related to the Competition in any media or format whatsoever at any time or times in perpetuity; (d) consent to the use of the Submission by the Sponsors in accordance with these Rules; and if they are a winner: (e) acknowledge acceptance of the award as awarded; (f) agree that they will use the monetary portions of the award for the purposes of developing, improving and implementing their innovation; (g) agree that they will complete the end-of-year survey sent to them electronically or otherwise by the Rideau Hall Foundation; and if they are a national award winner, (h) agree that they will complete and send the required progress report to the Rideau Hall Foundation by the date specified by the Rideau Hall Foundation.

INTELLECTUAL PROPERTY

By Submitting a Submission, each entrant agrees that their Submission may be posted by the Sponsors on any website associated with the Competition and/or on Sponsors' social media channels, in the Sponsors' sole discretion but without obligation.

By submitting a Submission, each entrant irrevocably grants to the Sponsors a non-exclusive royalty-free worldwide license with respect to the content of the Submission to allow the Sponsors the unconditional and perpetual right to post, display, broadcast, publish, use, adapt, edit, translate, dub, modify, distribute and convert into digital-machine readable or any other accessible format for persons with disabilities, the Submission in whole or in part, in any way, in any and all media, throughout the world, for any purpose, without limitation, and without notice or additional consideration to the award winners.

- By submitting a Submission, each entrant irrevocably waives any and all rights, including moral rights to the material contained in the Submission, and any derivative works made therefrom and warrants and represents that (i) the Submission is their original work, created solely by them, and over which they have all necessary rights, title and interest, including copyright; (ii) their Submission has not been previously published; (iii) their Submission does not infringe upon the intellectual property rights, or defame or invade the publicity or privacy rights, of any third party, living or deceased; (iv) all individuals appearing in the Submission (if a video) have granted to the entrant an irrevocable, royalty-free, worldwide license in perpetuity to publish or otherwise use their likeness in the Submission in any manner and media whether now known or hereafter devised, including without limitation on any website associated with the Competition. For clarity, while entrants agree to provide a license to and waive their moral rights in their Submissions in accordance with these Competition Rules, nothing in these Competition Rules shall be construed so as to effect a transfer of any of the entrants' rights, title or interest, including copyright, in their innovations, except to the extent necessary to give effect to the licenses granted herein.

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LANGUAGE

Entries can be submitted in either English or French.

ACKNOWLEDGEMENT

The Ingenious+ Youth Innovation Award Challenge Sponsor will acknowledge receipt of each entry received prior to the submission deadlines via an email sent to the address indicated on the entry form. Only entrants receiving an acknowledgment from the Sponsor will be deemed to have successfully submitted an entry. Acknowledgment does not mean that the entry is officially complete. The Rideau Hall Foundation reserves the right to determine whether the documents submitted meet the minimum entry requirements.

ACCEPTANCE OF RULES

Submission of the entry through the online system shall be deemed to be complete acceptance of these Competition Rules and regulations by the entrants.

NOTIFICATION OF WINNER(S)

An individual winner or, in the case of a group entry, the designated primary contact of the group, and, where applicable, their parent or legal guardian will be notified by telephone and email if they are selected as an eligible winner. Only recipients of an award under the Competition will be notified. The Sponsors assume no responsibility for any inaccurate or incorrect information provided to it, or any technical or human error that interferes in any way with the mailing, transmission, receipt, or processing of entries, or notification of a potential winner. If a selected entrant does not respond within five (5) business days of first contact, the Sponsors shall have the right to disqualify that entrant and to select the next submission with

the highest score as determined by the Judging Criteria (see “Judging Criteria” below). The winners of awards under the Competition will be made public on the Competition Website. By applying, you agree that if you are a selected entrant that is disqualified and the award is forfeited for any reason, the Sponsors will be fully and completely released and discharged from any liability or responsibility in this regard. The Sponsors are not responsible for the failure for any reason whatsoever of the selected entrant to receive notification as identified in this section.

EVALUATORS AND JUDGES

The Rideau Hall Foundation shall select up to twenty-five (25) evaluators, in consultation with any Delivery Partner, to determine the recipients of the regional awards. Submissions will be assessed against the judging criteria set out below.

The Rideau Hall Foundation shall select up to ten (10) national judges, in consultation with any national program Delivery Partner, to adjudicate the national competition.

JUDGING CRITERIA

Submissions must be submitted under one or more of the following categories “Categories”):

- Climate Change & the Environment
- Community & Civic Engagement
- Entrepreneurship & Technology
- Equity & Inclusion
- Health & Well-being

All entries will be evaluated using the following evaluation criteria (“Judging Criteria”):

- **Problem or Opportunity Being Addressed – 5 points** – The entrant/team describes the problem they want to solve or the opportunity for improvement that they want to accomplish – why do this innovation project?
- **Solution – 10 points** – The entrant/team describes their innovation clearly and concisely – what exactly is the innovation?
- **Research Done – 5 points** – The entrant/team explains how they have conducted community/background/expert/market research throughout the design process
- **Expected Impact – 10 points** – The entrant/team clearly identifies the target users or beneficiaries of this innovation – who will use or benefit from this innovation? The entrant/team describes in concrete terms how the innovation will improve things for the target users or beneficiaries – how will this innovation be helpful or useful to them?
- **Feasibility of Implementing the Innovation – 10 points** – The entrant/team explains how this innovation can be, or has been, fully implemented for their intended users/put on the market. The entrant/team proposes appropriate solutions to overcome potential barriers to implementing their innovation
- **Collaboration – 5 points** – The entrant identifies collaborators and community partnerships who will support their work as they plan, build, test, and implement their innovation
- **Plans For Use of Award – 5 points** - The entrant identifies a clear plan for how they will use the cash award to support their innovation.

The evaluations will be done by evaluators for the regional awards and by national judges at the national level. The evaluators and judges will base their choice of award recipients on the above-mentioned Judging Criteria. Evaluators and judges will reach their decisions by consensus.

All decisions of the evaluators and judges at the regional and national levels are final and binding. The judging scores for any entry will not be revealed.

AWARDS

Regional Awards

There are up to 50 \$1,000 regional awards available this year, 13 in BC/YK/NT, 12 in AB/SK/MB, 13 in ON, 12 in QC/NB/NL/PE/NS. Entrants from other locations will be assigned to one of these five regions and their submission judged fairly and transparently alongside Submissions from that region.

Regional awards each consist of:

- \$1,000 for the purposes of developing, improving and implementing the innovation submitted in the Competition; and
- the opportunity to attend 4-5 virtual group learning and mentorship sessions (approx. value \$100 each).

National Awards

There are 5 national awards available, one for each Category. National awards will be awarded to the top Submission from the regional winners in each Category, as determined by the national judges.

National awards each consist of:

- \$10,000 for the purposes of developing, improving and implementing the innovation submitted in the Competition;

- the opportunity to attend 3 virtual group learning and mentorship sessions (approx. value \$250 each); and

Regional award recipients will be invited to attend a regional celebration, which will be held virtually between March and May 2023.

National award winners will also be invited to attend a national in-person celebration in Ottawa during Canadian Innovation Week (May 15th-19th, 2023).

If a group is chosen for an award under the Competition, the cash award will be distributed equally amongst the group members. Cash awards are provided by cheque or Electronic Funds Transfer (“EFT”) to each individual.

WINNER SELECTION AND NOTIFICATION

Regional award recipients will be determined by May 15, 2023 and cash awards issued by cheque or by EFT by June 30th, 2023]; national winners will be determined by May 15th, 2023 and cash awards issued by cheque or by EFT by July 31st, 2023.

Awards must be accepted as described in the Competition Rules and cannot be transferred to another person or substituted for another award. Any substitution of an award, in whole or in part, is at the sole discretion of the Rideau Hall Foundation.

All winners will be contacted by telephone or by email and must have executed and submitted a Release in order to win.

As a condition of receiving an award, all winners will be required to use the monetary portions of their award for the purposes of developing, improving and implementing their innovation. Determination of whether a winner’s activities comply with this requirement will be in the sole discretion of the Rideau Hall Foundation and supporting documentation, such as receipts, may be requested. Examples of acceptable uses of awards include, but are not limited to, purchasing

materials for the innovation, marketing costs, registration of websites, purchasing equipment, and transportation costs. All winners will also be required to complete an end-of-year survey sent to them electronically or otherwise by the Rideau Hall Foundation seeking feedback on the Competition and a description of how the winner used the monetary and non-monetary portions of their award to develop, improve, or implement their innovation. In addition to these requirements, winners of the national awards will be required to provide a progress report to the Rideau Hall Foundation three (3) months after receipt of their award. The progress report (a) must contain an update on the status of the winner's innovation and how the winner used the monetary and non-monetary portions of their award to develop, improve, or implement their innovation and (b) must be submitted to the Rideau Hall Foundation at the date specified by the Rideau Hall Foundation.

If a winner fails to (a) use an award for the purposes of developing, improving or implementing their innovation, (b) complete the end-of-year survey as required, or (c) complete and send the progress report as required (for national award winners only), the Rideau Hall Foundation, in its sole discretion, may require repayment of the monetary portion of the award.

The odds of winning depend on the number of eligible entries received and the decisions of the judges.

PUBLICITY

All regional and national award winners (including all members of a group) may be recognized on the Competition Website by name, city and province or territory of residence and photos.

All recipients of awards under the Competition (including each group member in the event of a group submission) agree to make themselves available for media interviews and by accepting an award under the Competition, consent to the use of their name, image, photograph, likeness, voice, and city of residence and related visual/sound recordings by the Sponsors,

without the expectation of further remuneration or notice in connection with the award and for publicity purposes relating exclusively to the Competition in any media or format whatsoever at any time or times in perpetuity.

Each entrant acknowledges that the Rideau Hall Foundation has no control over and is not responsible for any use or misuse including, but not limited to, any alteration, modification, reuse or distortion of their Submission (or the entrant's name, image, photograph, likeness, voice, and city of residence) that may occur or be caused by third parties. The Rideau Hall Foundation will not be monitoring and has no control over third parties' use or misuse of the entrant's Submission (or the entrant's name, image, photograph, likeness, voice, and city of residence) displayed on the Rideau Hall Foundation website or other websites or publications [NOTE: when posting on other websites and publications, note that consent provided is limited to use just for publicity purposes related to the Competition].

TRAVEL

The Regional Award recipients will be celebrated at a virtual event hosted by the Rideau Hall Foundation and/or a Delivery Partner. The National Award recipients will be celebrated at an in-person event in Ottawa hosted by the Rideau Hall Foundation during Canadian Innovation Week, May 15th to 19th, 2023. Where necessary and only if possible dependent on health and safety travel restrictions, transportation to the city location of the regional and/or national celebration (the "**Destination**"), in economy class, and overnight accommodations (1 night at a hotel arranged by the Rideau Hall Foundation or on its behalf) for national award winners and a parent or legal guardian if the winner is under the age of majority in their province or territory of residence (based on standard room, double occupancy), will be provided by Rideau Hall Foundation up to a maximum cost of \$3,000 per winner and \$3,000 per parent or legal guardian, in line with the RHF Travel Directive, which will be provided at the time of travel

arrangement. Transportation will be from the major airport nearest the award recipient's residence, selected at the discretion of the Rideau Hall Foundation (the "**Departure Point**").

In the event of a group entry is selected as winner of one of the awards, all members of the group will be invited using the email address provided on their respective Releases to attend the event. However, for national awards, the Rideau Hall Foundation will only cover the travel and accommodation costs (up to \$3,000) of the group's primary contact as identified on the entry form, and his or her legal guardian (up to \$3,000), if the contact is under the age of majority in their province or territory of residence. Notwithstanding anything to the contrary, should the group's primary contact be unable or unwilling to attend, the group may request an alternate participant to attend on behalf of the group.

Any other costs or expenses associated with the awards not specified herein will be the responsibility of selected award winners and their parent/legal guardian (as applicable), including without limitation ground transportation to/from the Departure Point, meals, communication charges, room service, gratuities, optional tours, insurance and medical travel documents. The Sponsors will not be responsible if weather conditions, event cancellations, or other factors beyond their reasonable control prevent the transportation and accommodation provisions outlined above from being fulfilled, and the award recipient will not be entitled to compensation in lieu thereof. The national award recipient and parent/legal guardian must have no restrictions on their ability to travel. The national award recipient and parent/legal guardian are responsible for obtaining all necessary travel documentation and permissions and must travel on the same itinerary. The national award recipient and parent/guardian must travel on the dates and travel carriers and stay at the accommodations as determined by the Rideau Hall Foundation in its sole discretion. The Sponsors will not be responsible if a national award recipient or parent/legal guardian is denied entry onto aircraft, into the Destination, or return entry into the Departure Point. In such a situation, the national award recipient and

parent/legal guardian will be responsible for any and all additional costs incurred. In the event that a national award recipient resides within a 350-kilometer radius of the Destination, ground transportation (including without limitation train transportation) may be awarded and no compensation or substitution will be provided for the difference in cost (if applicable). The national award recipient and parent/legal guardian must obey all hotel and regional or national celebration (as applicable) event rules and requirements, including the hotel requirement to present a major credit card. Failure to follow such hotel and event rules and requirements may result in, without limitation, ejection from the event, non-admission to hotel and forfeiture of all or part of the award. In the event a national award recipient or parent/legal guardian engages in behavior that (as determined by the Rideau Hall Foundation in its sole discretion) is obnoxious or threatening, illegal, or that is intended to annoy, abuse, threaten, or harass any other person, the Rideau Hall Foundation reserves the right to terminate the trip early and send the award recipient and parent/legal guardian home with no further compensation.

TERMS OF PARTICIPATION

- Submitted entries shall not be returned to candidates.
- Multiple entries are permitted. The national award winners are ineligible for future Ingenious+ Youth Innovation Challenge competitions. All other entrants are free to enter for future Ingenious+ Youth Innovation Challenge competitions.
- An entrant's submission must not include any content whatsoever which would reasonably be understood to be defamatory, threatening, distasteful, racist, unlawful or otherwise objectionable or would infringe the intellectual property rights of third parties.
- The Sponsors shall not be responsible for any technical malfunctions that are human, mechanical or technical in nature, or any combination thereof, including any injury as well as lost, incomplete, destroyed, misdirected, illegible or late submissions which for any reason are not received.

The Sponsors assume no responsibility for lost or late submissions of entries.

The Rideau Hall Foundation, its agents and service providers are not responsible for printing, distribution or production errors.

The Rideau Hall Foundation reserves the right to terminate, suspend or modify the Competition, in whole or in part, at any time and without notice or obligation if, in its sole discretion, any factor interferes with its proper conduct as contemplated by the Competition Rules. Without limiting the generality of the foregoing, if the Competition, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole discretion of the Rideau Hall Foundation, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Competition, the Rideau Hall Foundation may, in its sole discretion, void any suspect entries and: (a) terminate the Competition, or any portion thereof; (b) modify or suspend the Competition, or any portion thereof, to address the impairment and then resume the Competition, or relevant portion, in a manner that best conforms to the spirit of the Competition Rules; and/or (c) award the awards from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the winner selection criteria discussed above.

The Rideau Hall Foundation reserves the right to modify or cancel this Competition in the event of technical corruption, virus, bugs, non-authorized human intervention or any other technical problems, which may arise from time-to-time beyond the control of the Rideau Hall Foundation, destroying the integrity of this Competition. No liability or responsibility is assumed by the Rideau Hall Foundation, resulting from attempts to participate in this Competition or if required, accessing online information necessary to participate in this Competition.

The Rideau Hall Foundation reserves the right to disqualify entrants whom it finds to be in violation of these Competition Rules or tampering with the entry process. The Sponsors reserves the right to refuse an entry from a person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter.

Each entrant agrees that the consents given, and rights granted in these Competition Rules are done so without further compensation in connection with the Competition.

All decisions regarding this Competition and the selection of award recipients under remain with the Rideau Hall Foundation and are final.

- **LIMITATION OF LIABILITY**
- BY PARTICIPATING IN THIS COMPETITION, ENTRANTS AGREE THAT THE RELEASEES HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY

LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM THE COMPETITION, INCLUDING THE ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE AWARDS. FURTHER, BY PARTICIPATING IN THIS COMPETITION, ENTRANTS AGREE THAT RELEASEES HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM: A) ENTRY OR PARTICIPATION IN THIS COMPETITION, INCLUDING ACCESS TO AND USE OF THE COMPETITION WEBSITE, OR B) ANY CLAIMS BASED ON PERSONAL INJURY, PERSONALITY OR PRIVACY RIGHTS, DEFAMATION, OR INTELLECTUAL PROPERTY RIGHTS. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you.

INDEMNIFICATION

- Each entrant, including all members of a group submission, agrees to indemnify the Releasees from any third-party claims arising from or related to that entrant's participation in the Competition. By participating, entrants agree that the Releasees shall not be liable for any and all claims, demands, judgments, damages, injuries, lawsuits, causes of action, death, losses, costs and expenses arising from or relating to, in whole or in part, in connection with this Competition or the acceptance, receipt, attendance at, travel related to, defect in, delivery of, use, inability to use, or misuse or possession of the award . All entrants further agree that in the event of any third-party claims, damages, losses or injuries, arising from or relating to this Competition, they will indemnify the Releasees from any and all such claims, including lawyers' fees related thereto.

CANCELLATION

- If for any reason the Competition is not capable of being conducted as intended by the Rideau Hall Foundation, the Rideau Hall Foundation may, at its sole discretion, cancel, terminate, modify, or suspend the competition.

PERSONAL INFORMATION

- **Privacy Statement:** By being an entrant submitting an application for Ingenious + Youth Challenge Competition, all candidates, including all members of a group submission, individually consent to the collection, use and disclosure by the Rideau Hall Foundation and its authorized agents of their personal information in order to process the application and administer the competition, including awarding awards, which information is mandatory in order to participate in the Competition, and some of which information is posted on the Competition Website. Winners consent to the collection of additional personal information, which may include financial information, for the purposes of confirming compliance with the award use and reporting requirements set out in these Competition Rules. Entrants may be offered the opportunity to receive additional communications from the Sponsors or their partners about their products and programs, and upcoming contests and promotions. Personal information is collected under the authority of the *Freedom of Information and Protection of Privacy Act* R.S.O. 1990, c. F.31 and is used for the purpose of administering and promoting the Competition and winners, in accordance with our *Privacy Policy*. You can withdraw your consent to use your personal information before the submission closing date, in which case your Submission will be removed from consideration.

GENERAL CONDITIONS

The Sponsors' failure to enforce any term of these Competition Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Competition Rules shall not affect the validity or enforceability of any other provision. If any provision of the Competition Rules is determined to be invalid or otherwise unenforceable,

then the Competition Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

APPLICABLE LAWS

- The competition is void where prohibited by law and is subject to all federal, provincial and municipal laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Competition Rules or the rights of the parties in connection with the Competition shall be governed by and construed in accordance with the laws of the province of Ontario.
- In the event of any discrepancy or inconsistency between the terms and conditions of the Competition Rules and disclosures or other statements contained in any competition-related materials, including but not limited to the entry form, or print or online advertising, the terms and conditions of the Competition Rules shall prevail, govern and control. In the event of any discrepancy or inconsistency between the English language version and the French language version of the Competition Rules, the English version shall prevail, govern and control.