

GRANT CONTEST OFFICIAL RULES

("Official Rules")

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST.

A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING.

THIS CONTEST IS ONLY OPEN TO CANADIAN RESIDENTS

OFFICIAL RULES

DATE OF LAST REVISION: MAY 2, 2024

DESCRIPTION: The VISA CANADA • YSPACE ELLA YORK UNIVERSITY GRANT CONTEST (the "Contest") is administered by YSpace ELLA York University ("Administrator" or "YORK UNIVERSITY") and supported by Visa (the "Supporter"). Entrants may enter the Contest beginning at 12:00 am Eastern Time ("ET") on June 3, 2024 and applications will be accepted on a rolling basis through 11:59 pm ET on June 17, 2024 (the "Entry Period").

1. ACCEPTANCE is dependent on the applicant meeting the judging criteria. The Contest is subject to applicable federal, provincial, and municipal, rules, regulations, and other laws (each a "Law") and is governed by these Official Rules.
2. ACCEPTANCE OF THE OFFICIAL RULES; LAWS: By entering the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and by the decisions of Administrator, which shall be final and binding on all matters pertaining to the Contest. By entering the Contest, each entrant also agrees to comply with any and all applicable Laws in connection with Entrant's participation in the Contest. Entry in the Contest does not constitute entry into any other promotion, sweepstakes, or contest.
3. ELIGIBILITY:
 - a. The Contest is open to any natural person who meets all of the following eligibility requirements
 - i. The entrant is a legal resident of Canada
 - ii. The entrant is a woman identifying entrepreneur
 - iii. The company has a minimum annual revenue of CAD \$50,000
 - iv. The entrant is at least the age of majority of their province or territory of residence at the time of entry, except employees (and those with whom such employees are domiciled) of Visa ("Supporter") or YSpace ELLA York University ("Administrator"), its affiliated companies or agents, advertising and promotion agencies, and the Contest judges
 - v. The entrant must own at least 50% of their business and operate their business in Canada
 - b. Administrator reserves the right, in its sole discretion and at any time, to disqualify any entrant or business if YORK UNIVERSITY determines that allowing such entrant or business to participate (or continue to participate) in the Contest would bring discredit to YORK UNIVERSITY or the Supporter, or damage in any way the good reputation of the YORK UNIVERSITY or the Supporter in the eyes of the general public. YORK UNIVERSITY's decisions

on all matters arising in connection therewith shall be final, binding and not subject to appeal.

- c. Administrator, Supporter, their respective advertising and promotion agencies, the prize providers, any other company or organization involved with the design, or operation of the Contest, and each of their respective officers, directors, employees, and agents (collectively, the "Contest Parties"), and immediate family and household members of such individuals, are NOT eligible to enter the Contest. For the purposes of this Contest and these Official Rules: (i) "Immediate family members" shall mean a person's spouse and a person's and their spouse's parents, stepparents, legal guardians, children, stepchildren, siblings, and stepsiblings, and each of their respective spouses; and (ii) "Household members" shall mean those people who share the same residence, whether or not related.
4. HOW TO ENTER: To enter the Contest, each entrant must complete and submit the "Contest Entry Form" found on the [Contest Site](#), including completion of all of the elements in the Contest Entry Form ("Entry"). Only one (1) Entry per person is permitted. The written portion of the Entry must not exceed 1,000 words in total length for answers to the questions (specific caps are included for the questions). You may include photos or videos, as requested also (Media must be of high resolution and no more than 10MB per file. Photos must be provided in PNG or JPG format, in videos in MP3 format).
 5. ADDITIONAL ENTRY REQUIREMENTS; REPRESENTATIONS BY ENTRANTS:
 - d. All Entries must be received by the end of the Entry Period. Entries will not be acknowledged or returned. Proof of transmission of an Entry does not constitute proof that it was received. Incomplete, unreadable, late, or unintelligible Entries are void and will be disqualified.
 - e. Limit of one (1) Entry per person.
 - f. In the event of a dispute as to the identity or eligibility of an entrant, the Entry will be deemed to be made by the "Authorized Account Holder" of the email address listed in the Entry, provided they are eligible according to these Official Rules. The "Authorized Account Holder" is defined as the natural person to whom the applicable service provider or other organization (such as a business or educational institution) has assigned the email address. An entrant may not use multiple email or social media accounts to enter, and if an entrant does so, all of such entrant's Entries may be disqualified.
 - g. Each Entry (including the Contest Entry form and all other data, information, images, content, and other materials included in the Entry) must comply with the following:
 - vi. It must be entirely the original work of the entrant.
 - vii. It must not contain any individual's photograph, likeness, name, voice, or other element of persona and identity unless the entrant has obtained all releases and consents from such individual necessary to enter the Entry in the Contest (or the parent/legal guardian for any minor depicted), and to grant the rights in the Entry as provided in these Official Rules.
 - viii. If a professional image or video is submitted, Entrant is responsible for securing usage rights from the photographer or videographer to reproduce, distribute, display, and create derivative works of the image by Administrator, Supporter, and their respective agents, in connection with the Contest and promotion of the Contest, in any media now or hereafter known.

- ix. It must not infringe, misappropriate, or violate any intellectual property rights, privacy rights, publicity rights, or other proprietary rights of any third party.
- x. All information provided in the Entry must be true, accurate, and correct in all respects.
- xi. It must not be created or submitted through any script, macro, or other automatic method.
- xii. It must comply with these Official Rules and all applicable Laws.
- xiii. It must be suitable for publication to a general audience and must not contain anything that:
 - 1. is illegal, abusive, tortious, defamatory, pornographic, sexually explicit, obscene, libelous, invasive of another's privacy, hateful, or otherwise objectionable;
 - 2. promotes discrimination based on race, ethnicity, nationality, religion, sex, sexual orientation, disability, or age;
 - 3. promotes violence or unsafe or illegal activity;
 - 4. is threatening, harassing, or degrading;
 - 5. serves to impersonate any person or entity or misrepresent affiliation with any person or entity;
 - 6. or disparages or injures the reputation or goodwill of the Administrator, Supporter, the prize providers, or any of their respective officers, directors, employees, products, or services.
- xiv. Entries that do not comply with these requirements (as determined by Administrator in its sole discretion) are void and will be disqualified. Media must be of high resolution and no more than 10MB per file. Photos must be provided in PNG or JPG format, in videos in MP3 format. Entrants may be required to submit proof of compliance with these requirements, and failure to provide such proof on request may, in Administrator sole discretion, disqualify an entrant's Entry.
- xv. Neither submission of an Entry nor any other participation in the Contest creates any confidential, fiduciary, agency, employment, or other relationship or contract between Supporter or Administrator and any entrant, and by submitting an Entry each entrant acknowledges that no such relationship or contract exists.
- xvi. By entering the Contest, each entrant represents and warrants to Administrator/YORK UNIVERSITY that:
 - 7. The entrant meets all the eligibility requirements for the Contest; and
 - 8. The entrant has complied with these Official Rules and all applicable Laws in entering and participating in the Contest.

6. JUDGING AND WINNER DETERMINATION:

- h. Judging Period: The Winners will be determined within a period following the application window.
- i. Judges: Eligible Entries will be evaluated by the Administrator and Supporter
- j. Judging Method and Criteria: The judges will make their decision based on the following criteria:
 - xvii. Compelling story of entrepreneurship (25 points)
 - xviii. Compelling problem that the business is solving (25 points)
 - xix. Strength of business metrics (25 points)
 - xx. Quality of Written Materials and/or Visual Media (25 points)

- k. In all cases, potential Winners must meet the requirements of these Official Rules to officially qualify as the Winners, subject to verification.
 - l. Announcement: Winners will be announced publicly on a rolling basis, which is currently scheduled to be some time in Aug, 2024, following the Winners Determination period (dates subject to change).
7. PRIZES AND APPROXIMATE RETAIL VALUES (“ARV”): Each of the First Prize Winner (10) will receive a \$10,000 CAD grant, as outlined on the Contest Site (<https://YSpace ELLA York University.ca/visashesnext/>):
- m. A monetary grant worth value of \$10,000 CAD
 - n. 8 hours of mentoring over 4 months with YSpace ELLA Entrepreneur-in-Residence. This prize is administered by Visa with an Approximate Retail Value: \$7000.00 CAD. Subject to availability.
8. GENERAL PRIZE CONDITIONS: All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by the Administrator or Supporter in their sole discretion. The awarding of prizes is not intended to, and shall not be deemed to, create any employment or similar contract or relationship between Administrator or Supporter and any Winner. No prize is exchangeable, assignable, or otherwise transferable, except at the Administrator or Supporter’ sole and absolute discretion. YORK UNIVERSITY reserves the right to substitute for any prize one or more items or services of equal or greater value. The value of each prize may be taxable to each Winner as income. If required, an applicable tax form will be issued by the Administrator in the name of each Winner for the value of the prize(s) received. Each Winner shall be solely responsible for all federal, provincial/territorial, and/or local taxes (including income, and withholding taxes), and the reporting consequences thereof, for any other fees or costs associated with the applicable prize(s), and for any other liabilities incurred in connection with any prize.
9. WINNER NOTIFICATION AND PRIZE CLAIM: Each potential winner (“Winner”) will receive a notification from YORK UNIVERSITY (a “Prize Notification”) sent to the email address indicated by each potential Winner in their applicable winning Entry. Each potential Winner will have five (5) working days to respond in writing to the Prize Notification once it has been sent to the potential Winner, including providing any requisite information to accept their prizes. Administrator shall have no liability for any Prize Notification that is lost, intercepted, or not received by a potential Winner for any reason. In order to claim a prize, each potential Winner may be required to verify for Administrator their permanent address and social security or taxpayer identification number, for purposes of compliance with tax regulations. Upon Administrator’s request, each potential Winner must also execute and return, where legally permissible, a declaration of eligibility, a liability release, and/or a publicity release and assignment of rights. If a potential Winner is found to be ineligible, has not complied with these Official Rules, or declines the prize(s) for any reason prior to being awarded, such potential Winner will be disqualified and forfeit their prize, and an alternate Winner may be determined by the Administrator from the pool of remaining entrants based on the judging Criteria described in these Official Rules. Administrator may successively attempt to contact up to five (5) potential Winners in accordance with such procedure, and if there is still no confirmed Winner of a prize after such attempts have been made, Administrator may announce an alternate means for awarding that prize. The distribution of the prize(s) will be at the sole determination of the Administrator to the individuals deemed to have won the Contest by the Administrator in accordance with these Official Rules.
10. USE OF PERSONAL DATA: All personal information collected by or on behalf of Administrator (including without limitation, an entrant’s name, biographical data, and city and province/territory of residence) may be used for the administration of the

Contest and as stated in these Official Rules. By submitting an Entry, each entrant acknowledges that YORK UNIVERSITY may disclose the entrant's personal information to the Supporter to be used for the administration of the Contest and as stated in these Official Rules and in accordance with Visa's privacy policy available at https://www.visa.ca/en_CA/legal/privacy-policy.html. Except to the extent prohibited by Law, by acceptance of a prize, each Winner grants to Administrator or Supporter and each of their respective designees the right to publicize such Winner's name, business name and address (limited to city and province/territory of residence), photo (if provided), complete Entry and prize information in connection with the Contest, in any media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration, notification or permission.

11. LICENSE GRANT: By submitting an Entry, each entrant irrevocably grants YORK UNIVERSITY and its designees the unconditional, irrevocable, and perpetual right and permission, royalty-free, to use the Entry and any other data, information, images, content, or materials included in such Entry, in any media now known or hereafter devised, throughout the world for brand promotional purposes and related activities. Administrator is not obligated to use any of the above-mentioned data, information, images, content, or materials, but may do so and may edit them in YORK UNIVERSITY's sole discretion, without further obligation or compensation. Each entrant waives all intellectual property rights, privacy/publicity rights or other legal or moral rights that might preclude the Administrator's use of the Entry or exercise of any rights granted to YORK UNIVERSITY, and each entrant agrees not to sue or assert any claim against the Administrator and Parties with respect to such use.
12. RELEASE OF LIABILITY: By entering the Contest, each entrant (i) agrees that neither the Administrator or Contest Parties, nor any advertising or social media platform, such as Facebook or Twitter, on which the Contest is advertised or through which it is accessed, shall be responsible for, and (ii), to the maximum extent permitted by Law, releases and holds harmless the Administrator and Contest Parties and each such advertising or social media platform from and against, any and all claims, injuries, damages, liabilities, costs, expenses, or losses of any kind (including, but not limited to, personal injury, death, or damage to or loss of property) that may occur, directly or indirectly, in whole or in part, from:
 - o. participation in the Contest;
 - p. any breach or other violation by such entrant of these Official Rules, the Policies, or applicable Law;
 - q. the acceptance, receipt, possession and/or use or misuse of any prize (or any portion of any prize);
 - r. any incorrect, incomplete, garbled, or inaccurate information, or any failure to capture any information, whether caused by entrant, printing errors, human error, or by any of the equipment or programming associated with or utilized in the Contest;
 - s. any damage to an entrant's equipment (such as a computer system or mobile device) which is occasioned by accessing the Contest Site or participating in the Contest;
 - t. miscommunications, or any failed, jumbled, delayed, or misdirected computer, telephone, cable, or other transmissions (including, without limitation, transmissions by email, social media (such as a private or direct messages, check-ins, tweets, and posts), and instant message);
 - u. for any technical malfunctions, failures, delays, difficulties, or other errors of any kind or nature;

- v. any Entry, email, prize package, or other material or correspondence that has been tampered with or that is stolen, misdirected, incomplete, lost, late, non-conforming, ineligible, or damaged;
 - w. any failure of any postal or delivery service;
 - x. any use of the entrant's personal information and Entries as permitted under these Official Rules; or
any other events beyond YORK UNIVERSITY's reasonable control.
13. **LIMITATION OF LIABILITY:** NEITHER ADMINISTRATOR NOR SUPPORTING PARTIES NOR ANY OTHER CONTEST PARTIES, SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE CHALLENGE, ANY PRIZE, OR THESE OFFICIAL RULES, HOWSOEVER CAUSED, WHETHER ARISING IN TORT, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER SUCH ADMINISTRATOR OR SUPPORTING PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ALL SUCH DAMAGES ARE HEREBY DISCLAIMED AND EXCLUDED. ALL PRIZES ARE GIVEN AWAY "AS IS." THE ADMINISTRATOR OR SUPPORTING PARTIES DO NOT MAKE AND HEREBY DISCLAIM ANY WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (INCLUDING WITHOUT LIMITATION ANY IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT) WITH REGARD TO THE CHALLENGE OR ANY PRIZE.
14. **DISQUALIFICATION:** Administrator reserves the right in its sole discretion to disqualify any entrant who Administrator finds, in its sole discretion, to be tampering with the participation process or the operation of the Contest or the Contest Site, to be acting in violation of these Official Rules, to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and YORK UNIVERSITY reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by Law.
15. **TERMINATION/MODIFICATION:** Administrator shall have the right to modify, suspend, or terminate the Contest, subject only to the approval of the Régie des alcools, des courses et des jeux (the "Régie") in Quebec, at any time for any reason, including without limitation as a result of natural disaster, equipment failure, civil disturbance, fraud, financial, or administrative difficulties, technical problems (such as a computer virus/ bug), unauthorized intervention that corrupts the administration, security, fairness, integrity or proper functioning of the Contest, or other causes not within the control of the Administrator. In addition, if, in the exclusive judgment of Administrator, the Contest (or any portion thereof) becomes compromised in any way, YORK UNIVERSITY reserves the right, subject to the approval of the regulator in Quebec, to cancel the Contest, to void any Entries submitted fraudulently, and/or to select Winners from among all non-suspect eligible Entries received prior to the act that compromised the Contest. Should the Contest ever be terminated prior to the Winner selection, Administrator will post a notice on the Contest Site and will make alternate arrangements to award the prizes based on the judging criteria. Administrator reserves the right to make changes in these Official Rules and repost on the Contest Site. Any such changes will become effective upon notice via online posting at the Contest Site or other means of wide dissemination.
16. **INTERPRETATION:** The invalidity or unenforceability of any provision of these Official 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 Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained

herein. Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

17. DISPUTES: Unless otherwise stated by Canadian Law or the Quebec government, except where prohibited, each entrant agrees that:

- y. (i) any and all disputes, claims, and causes of action arising out of or connected with these Official Rules, this Contest, or any prize shall be resolved individually, without resort to any form of class action, and exclusively by the federal or provincial courts located in Canada and hereby waives any objection to such courts, whether on the basis of venue, personal jurisdiction, inconvenience of the form, or otherwise; (ii) any and all claims made by entrant, and any and all judgments and awards in favor of entrant, shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All disputes concerning the Contest, the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of each entrant and Administrator in connection with these Official Rules or the Contest shall be governed by, and construed in accordance with, the Canadian Law or the Quebec government Law, without giving effect to any choice of law or conflict of law rules that would cause the application of the Laws of any other jurisdiction.

(ii) (FOR RESIDENTS OF QUEBEC): Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

18. NO ENDORSEMENT: Nothing contained in these Official Rules or in any of the Contest materials should be construed as an endorsement by YORK UNIVERSITY of any third party, product, or service. Prize suppliers (other than YORK UNIVERSITY) are not administrators or sponsors of the Contest. Visa and its client financial institutions have not sponsored or offered this Contest in any way.

19. PRIVACY: Entry submission is subject to the following privacy policy at <https://www.yorku.ca/about/privacy-legal/> Visa's privacy policy available at https://www.visa.ca/en_CA/legal/privacy-policy.html.

20. SOCIAL MEDIA PLATFORMS: The Contest may be advertised on or accessed through one or more social media platforms, such as Facebook or Twitter. However, the Contest is in no way sponsored, endorsed, or administered by, or associated with, any such platforms. Entrants agree to comply with all terms and policies governing such platforms in connection with the Contest.

21. ADMINISTRATOR: The Administrator of the Contest is YSpace ELLA York University, 1 4700 Keele St, Toronto, ON M3J 1P3, Canada