

MaRS Up-Start! Competition 2014

Mars Discovery District (“**MaRS**”) is pleased to present the MaRS Up-Start! Competition 2014 (the “**Up-Start! Competition**”).

The Up-Start! Competition is governed by the rules set out below. By entering the Up-Start! Competition, you agree to abide by the rules and decisions of MaRS and the Up-Start! Competition judges. You also agree to comply with all applicable laws. The Up-Start! Competition is void to the extent prohibited or restricted by law.

THE RULES

1. Up-Start! Competition Purpose

The Up-Start! Competition is a business pitch competition open to participants in the Entrepreneurship 101 lecture series. Individuals, or teams, must give a ten-minute presentation on an idea for a business in the following industry categories:

1. Information technology, communications and entertainment (ICE)
2. Cleantech, physical sciences and advanced materials
3. Life sciences and healthcare

The business must be one that they wish to implement or have already started. Entrants are expected to apply the concepts that they have learned from the course to their business idea and to make a compelling case that this will lead to a very successful business.

2. Venue and Date

The Up-Start! Competition will take place at the MaRS Auditorium, at the MaRS Centre, South Tower, 101 College Street, Toronto, on May 14, 2014.

3. How to Enter

You may enter the Up-Start! Competition by submitting a 3-page executive summary via email to entrepreneurship101@marsdd.com by January 31, 2014.

All entries must be received by Mars on or before January 31, 2014.

It is solely your responsibility to ensure that you are properly registered. MaRS will not be responsible for any lost, delayed, misdirected, illegible, incomplete, damaged or undeliverable entries, or any delay or failure to transmit, process, receive or consider entries.

4. Eligibility – Entrants

You are not required to make any purchase or pay any fee to enter or win the Up-Start! Competition.

You may only enter the Up-Start! Competition if you are an individual or a team of individuals and, at the time of entry: (1) all are a legal residents of Ontario and (2) all are at least 18 years old.

Additional requirements:

1. The individual presenting (or the designated head of the team) must be enrolled in Entrepreneurship 101 and have attended at least 20 out of 30 lectures of Entrepreneurship 101 in person and/or by webcast;
2. Entrants' businesses must fall into one of three categories: ICE, cleantech, or life sciences and healthcare;

3. Entrants must have received no more than \$100,000 investment money as of January 31st, 2014;
4. Entrants must have earned no more than \$100,000 in cumulative revenue since their inception; and
5. Entrants must be able to present a 10-minute pitch in person, on May 14, 2014, to the judges to qualify for the competition.

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

MaRS may at any time in its sole discretion disqualify any entrant who: does not meet the Up-Start! Competition's eligibility criteria, fails to comply with these rules, attempts to enter the Up-Start! Competition in any manner or through any means other than as described in these rules, attempts to disrupt the Up-Start! Competition or attempts to circumvent any of these rules.

5. Your Entry

The Entry in connection with the Up-Start! Competition must meet all of the following criteria:

- (a) It must not contain, depict or refer to any content which disparages or refers negatively to MaRS, the Up-Start! Competition, or any other person or entity (all as determined by MaRS in its sole discretion).
- (b) It must not conflict with any of MaRS' core values, or otherwise be objectionable to MaRS (as determined by MaRS in its sole discretion).
- (c) It must not contain any content that violates any law or any third party's rights (including privacy, personality and intellectual property rights).
- (d) It must not contain, depict or refer to any crude, vulgar, obscene, sexually explicit, disparaging, discriminatory, offensive, illegal or otherwise unsuitable language, activity or other content (all as determined by MaRS in its sole discretion).
- (e) It must not have been submitted to any other Up-Start! Competition, website or contest.
- (f) It must meet all other guidelines and criteria listed at <http://www.marsdd.com/eligibility/>.

MaRS may disqualify any entry if MaRS determines (in its sole discretion) that the entry does not comply with the above requirements or otherwise with these rules.

6. Your Additional Representations and Warranties

By submitting an entry to MaRS you represent and warrant that:

- (a) you are the original creator of the entry;
- (b) you are the sole owner of the copyright and all other rights in the entry and all content in the entry;
- (c) MaRS will not infringe or violate any third party's intellectual property, privacy, personality or other rights when MaRS copies, displays, edits, modifies, transmits or otherwise uses that entry in connection with the Up-Start! Competition or the publication of the Up-Start! Competition or any future MaRS event; and
- (d) the entry meets all of the eligibility requirements set out in these rules.

7. Voting and Judging Process

MaRS' representative will select and announce short-listed candidates by March 14, 2014. MaRS' judges will select the top entry in their sole discretion on May 14, 2014. Decisions of the judges will be final and binding. At each stage of the competition, the criteria used to judge proposals will be as follows:

- (a) Has the summary/presentation clearly articulated the value proposition?
- (b) Has the summary/presentation demonstrated market opportunity?
- (c) Has the summary/presentation demonstrated a sustainable business model that will make money, or, in the case of a venture with a social purpose, make money and have the desired social impact?
- (d) Has the summary/presentation demonstrated competitive differentiation/intellectual capital?
- (e) How effective was the overall presentation?
- (f) Would you invest or back this opportunity?

8. Winners

Participants who have been selected to receive a prize will be notified in person at the Up-Start! Competition. In order for a participant to be declared an Up-Start! Competition winner and be eligible for a prize, he or she must have complied with, and remain in compliance with, these rules, and must sign and deliver to MaRS (within 10 days after MaRS' request) a standard declaration and release form, which will include: a declaration of the participant's compliance with these rules, an acceptance of the prize as awarded, a publicity release, a liability release, and any other documentation that MaRS may require.

MaRS may request valid proof of identity, residency, age and other relevant documentation, and MaRS may disqualify a participant if MaRS determines (in its sole discretion) that the provided proof is not sufficient.

If the prize notification is returned as undeliverable or if a selected participant does not comply with all of the above requirements within the above time frames, or does not otherwise comply with these rules, MaRS may disqualify the finalist, and the Up-Start! Competition judges will select a replacement finalist.

MaRS expects to announce the names of the final winner on or around May 14, 2014.

The chances of winning will depend upon the number of entrants.

9. Prizes

There is one prizes to be won, with a total approximate retail value of CAD \$47,500.00. This prize will be awarded to the top finalist (as chosen by the Up-Start! Competition judges) as follows:

- (a) Cash Prize (approximate value: CDN\$15,000.00)
- (b) Legal Services (approximate value: CDN\$5,000.00)
- (c) Exclusive media delivery workshop (approximate value: CDN\$5,000.00)
- (d) Facility rental (approximate value: CDN\$2,500.00)
- (e) Market research services (approximate value: CDN\$20,000.00)

All prizes must be accepted as awarded (with no substitutions), and may not be sold, transferred, or converted into cash. In addition to any other requirements contained herein, the competition awardee must submit an outline of how the cash portion of the prize will be used toward the business or business idea. The cash portion of the prize will only be delivered to the awardee upon MaRS's receipt of the outline. The cash prize may not be applied toward salaries, but can be applied to project based activities such as trade shows, marketing, website development, product development, etc. The winner(s) will be solely responsible for all travel and other costs associated with obtaining or redeeming the prize(s).

MaRS will make reasonable efforts to deliver prizes to the addresses/accounts provided by entrants. However, MaRS cannot guarantee that any prizes returned to MaRS due to non-delivery at the provided address will be re-sent to the prizewinner.

10. Cancellation

If for any reason MaRS cannot run the Up-Start! Competition as planned (including as a result of bugs, tampering, unauthorized intervention, fraud, technical failures, infection by computer virus or any other cause that corrupts, impairs or affects the administration, security, fairness, integrity, or proper conduct of this Up-Start! Competition) MaRS may cancel, modify, extend or suspend the Up-Start! Competition.

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

11. Licence from all Entrants to MaRS

You will retain the intellectual property rights in the entry you create. However, you hereby grant to MaRS the unrestricted, royalty-free, perpetual, irrevocable, worldwide, sublicensable, assignable, licence (but not the obligation) to reproduce, communicate, modify, display, transmit, publicly perform, make derivative works from, and otherwise use the entry (in whole or in part) without any fee or other form of compensation, and without further notification or permission, for the following purposes:

- (a) administering the Up-Start! Competition;
- (b) identifying you by name as the creator of the entry;
- (c) displaying the winning entries in the Up-Start! Competition; and
- (d) advertising in any media, including to advertise the Up-Start! Competition, future competitions, and MaRS' products and services.

12. Publicity

Except where otherwise prohibited by law, participation in the Up-Start! Competition constitutes a winner's consent to MaRS' use of the winner's name, home town and photograph for promotional purposes without further notification, permission, payment or consideration.

13. DISCLAIMERS, LIABILITY AND INDEMNIFICATION

MARS DOES NOT ACCEPT LIABILITY FOR ANY LOSS OR DAMAGE OF ANY ENTRY OR FOR ANY OTHER LOSS OR DAMAGE RESULTING DIRECTLY OR INDIRECTLY FROM YOUR PARTICIPATION IN THE UP-START COMPETITION OR YOUR RECEIPT, USE OR REDEMPTION OF ANY PRIZE(S), OR YOUR INABILITY TO RECEIVE, USE OR REDEEM ANY PRIZE(S).

MARS IS NOT RESPONSIBLE FOR: (1) INCORRECT OR INACCURATE TRANSCRIPTION OF ENTRY INFORMATION OR LATE, LOST, INCOMPLETE, MISDIRECTED ENTRIES, OR ENTRIES RECEIVED THROUGH IMPERMISSIBLE OR ILLEGITIMATE CHANNELS; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING THE MALFUNCTIONING OF ANY TELEPHONE, COMPUTER, NETWORK, HARDWARE OR SOFTWARE; (3) THE UNAVAILABILITY OR INACCESSIBILITY OF ANY SERVICE; (4) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE UP-START COMPETITION; (5) ELECTRONIC OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE UP-START COMPETITION OR THE PROCESSING OF ENTRIES; OR (6) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY, INCLUDING YOUR COMPUTER, WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM YOUR PARTICIPATION IN THE UP-START! COMPETITION OR FROM DOWNLOADING OR USING ANY MATERIAL PROVIDED BY MARS.

MARS WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE UP-START! COMPETITION OR THESE RULES.

YOU HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS MARS AND ITS EMPLOYEES, DIRECTORS, OFFICERS, AFFILIATES, AGENTS, JUDGES AND ADVERTISING AND PROMOTIONAL AGENCIES FROM ANY AND ALL DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTIONS, LIABILITY OR LOSSES OF ANY KIND (INCLUDING ACTUAL LEGAL FEES AND EXPENSES), KNOWN OR UNKNOWN, ABSOLUTE OR CONTINGENT, NOW OR IN THE FUTURE ARISING FROM OR RELATED TO: (A) YOUR FAILURE TO COMPLY WITH ANY OF THESE RULES; (B) ANY MISREPRESENTATION YOU MAKE UNDER THESE RULES OR OTHERWISE TO MARS; (C) YOUR PARTICIPATION IN THE UP-START COMPETITION; OR (D) YOUR RECEIPT, USE OR REDEMPTION OF ANY PRIZE, OR YOUR INABILITY TO RECEIVE, USE OR REDEEM ANY PRIZE.

14. Personal Information Consent

You consent to MaRS using and disclosing your personal information for the purposes of administering the Up-Start! Competition; advertising the Up-Start! Competition and any future competitions and any of MaRS' products and services; and for the other purposes described in these rules.

15. Law

The Rules will be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the federal laws of Canada applicable in Ontario.

16. Disputes

All disputes, claims and causes of action arising out of or connected with the Up-Start! Competition, prizes or these rules will be resolved individually, without resort to any form of class action, and exclusively by the appropriate court of the Province of Ontario, Canada.

17. Further Information

For more information please contact Gina Leslie at:

MaRS Discovery District
MaRS Centre, South Tower
101 College Street, Suite 100
Toronto, Ontario
M5G 1L7
entrepreneurship101@marsdd.com