

# Food Allergy Canada #FoodAllergyFuture Challenge Contest Rules and Regulations

THE FOOD ALLERGY CANADA #FOODALLERGYFUTURE CHALLENGE CONTEST (THE “CONTEST”) IS INTENDED TO BE CONDUCTED IN CANADA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE FEDERAL, PROVINCIAL, TERRITORIAL AND MUNICIPAL LAW. NO PURCHASE IS NECESSARY. VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. BY ENTERING THIS CONTEST, YOU ACCEPT THAT YOUR PARTICIPATION AND THE CONTEST WILL BE GOVERNED BY THESE CONTEST RULES, WHICH RULES CONSTITUTE A BINDING AGREEMENT BETWEEN THE ENTRANT AND FOOD ALLERGY CANADA WITH RESPECT TO THE CONTEST (“CONTEST RULES”).

## 1. ENTRANT ELIGIBILITY

To be eligible for this Contest, you must be: a legal resident in Canada; between the ages of 12 and 25 at the time of entry to the Contest; impacted by food allergy; not be an employee or consultant of Food Allergy Canada (“the Sponsor”), (or domiciled with any such person or the immediate family member of any such person). For the purposes of these Contest Rules, “immediate family member” means parent, child, sibling, spouse, in-laws, grandchild or grandparent. Only individuals meeting these requirements will be considered eligible entrants (the “Entrant”). The Sponsor has the right at any time to require proof of an Entrant’s eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All information supplied to the Sponsor for the purpose of the Contest must be truthful, complete, accurate and in no way misleading.

## 2. FOOD ALLERGY CANADA

Food Allergy Canada is a not for profit charity continued and existing under the Canada Not-for-profit Corporations Act (Canada), located at 505 Consumers Road, Suite 507, Toronto, Ontario, M2J 4V8.

## 3. TERM

The Contest begins 12:00 a.m. Eastern Standard Time (“EST”) on January 27, 2020 and ends 11:59 p.m. EST on April 15, 2020 (the “Contest Period”). The top 3 finalists, as selected by Food Allergy Canada, will then be contacted by May 1, 2020 by 11:59 p.m. EST.

## 4. HOW TO ENTER

Entrants must submit a video and completed contest entry form (together called the “Entry”). The video shares the Entrant’s “big idea” on how they can use innovation to improve the lives of those living with food allergy. The “Entry” video must explain their idea, include any prototype or props if applicable, and be maximum 2 minutes in length.

During the Contest Period, Entrants must submit their Entry by emailing [info@foodallergycanada.ca](mailto:info@foodallergycanada.ca) with the subject, “#FoodAllergyFuture challenge entry”. If the file size is too large to be emailed, Entrants can use a file sharing platform, like Dropbox, WeTransfer, etc. and email Food Allergy Canada to advise of this along with their completed contest entry form.

All Contest Entries will be recorded at the time of submission which will be used to determine eligibility for the Contest shortlist.

By entering the Contest, Entrants agree to accept and abide by the Contest Rules. All decisions of the Sponsor with respect to any aspect of this Contest, including without limitation the eligibility of any Contest Entries, are final and binding for all Entrants in all matters as they relate to this Contest.

## 6. WINNER SELECTION

Top 3 applicants will be selected by Food Allergy Canada on April 30, 2020 on or about 12:00pm EST in Toronto, ON from all eligible Contest Entries received during the contest period. The odds of being one of the three finalists will depend on the total number of eligible entries received in the during the contest period.

The finalists will be required to create a two-minute introduction video that will be viewed at their national conference. The video is to be submitted to Food Allergy Canada by May 15, 2020 by 11:59 p.m. EST.

The finalists will also be required to travel, at their own expense, to Toronto, ON to present their idea at the Food Allergy Canada national conference on May 30, 2020 (being held at the Ontario Science Centre). The attendees and a panel of judges will vote on their favourite idea, which will account for 25% of the total score. If the finalists are unable to travel to the conference, videoconferencing or other alternatives may be made available to allow the finalists to present their idea to the panel of judges and attendees of the conference. If the finalist is unable to participate in this portion, either in-person, or alternative means, 25% of their score will be forfeited.

The remaining 75% of the score will be determined by the judging criteria below.

Judging criteria:

- Uniqueness – make it different, be bold
- Potential impact – how will it make life better
- Feasibility – is it possible, can it be created
- Commercial opportunity – is it a “sell-able” idea

Food Allergy Canada will select the winner after the conference. There is one prize (as described below). The prize winner will be announced by June 19, 2020 on or about 12:00 pm EST in Toronto, ON.

Winner Notification: The winner will be contacted by email (using the contact information provided by Entrant at time of entering the Contest) on the corresponding date (as per the above), a maximum of two (2) times via email and one (1) time via telephone. If the potential winner cannot be contacted or reached within 5 business days, the runner-up will be selected, and the initial selected winner will be disqualified and will have no recourse towards the Sponsor or anyone involved in the Contest. The winner must correctly answer a mathematical skill testing question, without aid or assistance, in writing before being declared a winner. Failure to correctly answer the skill testing question will result in forfeiture of the prize, and the Sponsor reserves the right to select a potential alternate winner from the same pool of Entrants. Each potential winner must execute and return within five (5) days of receipt a standard Declaration and Release Form, including a publicity release, and any other documentation that the Sponsor requires (the “Prize Acceptance Documents”). Except where prohibited by law, by accepting the Prize, the winner consents to the use by the Sponsor of his/her name, photo/video, image, likeness, biographical information, statements, voice and address (city and province only) for

advertising/publicity purposes worldwide and in all media, without further compensation. Winning entrants will consent to any good faith requests for photographs or interviews and or other reasonable requests to publicize their success in the Contest and their use of the prize.

Sponsor reserves the right to disqualify a winner and to select a different winner, in Sponsor's sole and absolute discretion, if Sponsor determines, at any time prior to awarding the Prize, that the Entrant has not complied with these Contest Rules.

## 7. THE PRIZES

There is one (1) prize available to be won.

The prize consists of \$500 from Food Allergy Canada and 10 hours of business coaching from entrepreneurship and innovation coach, [Andrew Moss](#). The 10 hours of business coaching will include a 1-hour intro call, and three 1-hour sessions/month for 3 months (available in-person in Toronto, ON, or online via video call). Approximate retail value of the coaching is \$2,750 CAD. Total prize value is \$3,250.

The prize details will be emailed to the confirmed winner. Prizes must be accepted as awarded without substitution, are not transferable, not for resale and the coaching has no cash surrender value. The Sponsor reserves the right, in the event that a Prize or a Prize component cannot be awarded as described for any reason (as determined by Sponsor in its sole discretion), to substitute another prize or prize component of equal or greater value, without liability.

Contest is subject to the Contest Rules and all applicable federal, provincial and local laws. The Sponsor makes no express or implied warranties or conditions of any kind with respect to any prize or prize activity offered. Other restrictions may apply.

## 8. LIABILITY AND INDEMNITY

By entering the Contest, the Entrant confirms the Entrant's eligibility for the Contest, compliance with Contest Rules, acknowledgement of the Prize offered, and hereby releases and holds the Released Parties harmless from any and all liability for any injuries, loss or damage of any kind whatsoever to the Entrant or any other person, including personal injury, death, or property damage, and cost or expense, resulting in whole or in part, directly or indirectly, from acceptance, possession use or misuse of any Prize, participation in the Contest, any breach of the Contest Rules, or any other related activity. The Entrant agrees to fully indemnify Sponsor and its affiliates from any and all claims by third parties, as related to the Contest, without limitation.

Proof of transmission does not constitute proof of delivery. Contest Entries must be made by the original, manual keystrokes of individual Entrant. Use of any automated system including robotic or form filling software to enter or participate is prohibited and will result in disqualification of all entries by anyone using such assistance. The Sponsor assumes no responsibility for garbled, lost, delayed, damaged, late, incomplete or destroyed Entries or Prize Acceptance Documents or any computer errors or malfunctions. No correspondence will be entered into except with the potential winners. The Sponsor does not assume any responsibility for incorrect or inaccurate capture of entry information, technical malfunctions, human or technical error, seeding or printing errors, lost, delayed or garbled data or transmissions, omission, interruption, deletion, defect or failures of any telephone or computer line or network, computer equipment, software or any combination thereof. The Sponsor reserves the right to

cancel, terminate, modify, amend, extend or suspend this Contest or the Contest Rules in any way, without prior notice. Without limiting the foregoing, if for any reason, in the opinion of the Sponsor in its sole discretion, the Contest is not capable of running as originally planned, or if the administration, security, fairness, integrity or the proper conduct of the Contest is corrupted or adversely affected, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond its control, the Sponsor reserves the right, to cancel, terminate, modify, amend, extend or suspend the Contest, including cancelling any method of entry, and select winners from previously received eligible entries. The Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Contest Rules or otherwise in a disruptive manner. The Sponsor, in its sole discretion, further reserve the right to terminate the Contest and declare a winner from among the eligible entries received up to the point of termination. Any attempts to deliberately undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made the Sponsor reserves its right to seek remedies and damages to the fullest extent of the law. The Sponsor shall not be held responsible for any errors, negligence, injury, loss or damage that may arise or occur in connection with the Contest, including any damage to an Entrant's computer equipment, mobile device, system, software or other property or any combination thereof, as a result of their participation in this Contest or from downloading any material from the Contest Website, where applicable.

#### 9. PRIVACY

By participating in the Contest, the Entrants grant Food Allergy Canada the right to use his/her name and mailing address, telephone number, and email address ("Personal Information") for the purpose of administering the Contest, including, but not limited to, contacting and announcing the winner.

Food Allergy Canada respects your privacy and is committed to protecting the information you share with us. Food Allergy Canada confirms that any Personal Information you provide to us will only be collected and/or used for the purposes of the Contest, as provided for in the Contest Rules, and will be managed in accordance with Food Allergy Canada's privacy policy (found at [foodallergycanada.ca](http://foodallergycanada.ca) and/or applicable laws).

#### 10. GOVERNING LAW

This Contest shall be governed by the laws of Ontario and the laws of Canada applicable therein. Any dispute with respect to the contest shall be determined by a court of competent jurisdiction in Ontario and the Entrants hereby agree to attorn to the jurisdiction of the Ontario courts for the purpose of the resolution of such dispute.