

# OFFICIAL COMPETITION RULES

## Hawk's Nest

### 1. HOW TO ENTER

To enter the Hawk's Nest Competition (**the "Competition"**), visit <<http://snghawksnest.ca>> (**the "Website"**) and scroll down to submit your name and email address in the boxes provided on the website and press submit in order to receive a copy of the application form which must be completed and submitted via email to Jesse Buckstein at [jesse@cpointcapital.ca](mailto:jesse@cpointcapital.ca).

### 2. APPLICATION PERIOD

The application period Competition begins July 1, 2017 and ends September 1, 2017 at 11:59pm ET (**the "Application Period"**). Sunnybrook Next Generation's website administrator's computer is the official time-keeping device for this Competition.

### 3. ELIGIBILITY

This Competition is open only to residents Canada who are at least 18 years of age, and excludes Sunnybrook Next Generation members and Sunnybrook Foundation and their respective employees, representatives, agents, and each of their immediate family members (defined as parents, siblings, spouses and children, regardless of where they reside), and those with whom they are domiciled (whether related or not).

### 4. PRIZE:

One prize is available to be won. The winner of the Competition will receive a cheque for 50% of the event's net proceeds (up to a maximum of \$50,000 CDN), with the remaining 50% of net proceeds being donated to the Sunnybrook Research Institute.

### 5. SELECTING A WINNER

The selection of the winner will involve a 3 stage process. The first stage involves assessing all valid application forms received, by a panel comprised of selected Sunnybrook Next Generation members (a group of young volunteer advocates and ambassadors for the Sunnybrook Foundation) (**the "Panel"**). The Panel will review and assess the applications based on the following factors:

- Identification of real commercial need for the company's product/technology
- Uniqueness and quality of business plan
- Commercial/scientific progress made to date (i.e. how developed is the company's product/technology)
- Commercial potential/scalability
- Significance of the Prize relative to funds raised to date/future funding requirements

Applying the above factors, each member of the Panel will grade the applications on a scale of 1 (best) to 4 (worst). Applications with an average score of 2.5, up to a maximum of 20 applications, will be given an interview with the Panel.

The second stage involves an interview of the selected applicants from Stage 1 from which the Panel will select the top 4 applicants to participate as “Entrepreneurs” in the live Hawk’s Nest event on November 21, 2017 at 7 pm ET at the MaRS Discovery District.

The live Hawk’s Nest event is the third stage of the Competition process. The live Hawk’s Nest event will be conducted as follows:

#### Part 1: The Pitch

The order of presentation of each of the 4 Entrepreneurs shall be determined by random draw. Each Entrepreneur will have 8 minutes to make their pitch to the Hawks and the audience as to why their company should be declared the winner. The Hawks are comprised of the following individuals:

- Brian Bloom, Co-Founder & CEO, Bloom Burton & Co.
- Gilbert Palter, Co-Founder & CIO, EdgeStone Capital Partners
- Kris Shah, President, Baylis Medical
- Jackie Jenuth, Partner, Lumira Capital
- Armen Bakirtzian, Co-Founder & CEO, Intellijoint Surgical Inc.

#### Part 2: The Q&A

After each pitch, the Hawks’ will have 7 minutes to ask the Entrepreneurs questions and comment/critique their pitch.

Entrepreneurs are permitted to have one advocate on standby in the audience to help them answer some of the Hawks’ questions. This advocate must be someone who is directly involved in the business and must be pre-approved by Sunnybrook Next Generation prior to the event.

#### Part 3: The Grade

The Hawks will grade the Entrepreneurs on the following criteria:

- Identification of real commercial need for the company’s product/technology
- Uniqueness and quality of business plan
- Commercial/scientific progress made to date (i.e. how developed is the company’s product/technology)
- Commercial potential/scalability

#### Part 4: The Vote

Following grading by the Hawks, the audience will vote on a winner. In the event of a tie, the Hawks will determine the winner between the tied companies based on the grades assigned to each Entrepreneur by the Hawks earlier in the event.

## **6. PRIVACY/ PERSONAL INFORMATION**

By applying and participating in the Competition, applicants consent to the use of the personal information provided to Sunnybrook Next Generation, Sunnybrook Foundation and their agents, as described in these Official Competition Rules, and for the purpose of administering this Competition. No other use and no disclosure of personal information (including marketing communications) will be made unless applicants provide Sunnybrook Next Generation and Sunnybrook Foundation with explicit permission to do so as indicated on the Competition application form. Applicants may opt-out of any such marketing at any time by emailing Sunnybrook Next Generation or by following any unsubscribe instructions included with a marketing communication. For more information on Sunnybrook Foundation's privacy practices, please see Sunnybrook Foundation's Privacy Policy at <http://sunnybrook.ca/foundation/content/?page=foundationprivacypolicy>.

## **7. GENERAL COMPETITION RULES AND TERMS**

**(A)** Applications must be received before the expiry of the Competition Period. For the purposes of this Competition, receipt of an application occurs when the completed application is received by Jesse Buckstein of Sunnybrook Next Generation. Proof of application does not constitute proof of receipt. Applicants assume all risk of lost, late, misdirected, incomplete, garbled or illegible applications which will be deemed void.

**(B)** By participating in the Competition, applicants agree to conduct themselves with integrity, honesty and in the spirit of fair play and their failure to do so constitutes ground for disqualification from the Competition.

**(C)** By applying for and participating in the Competition, applicants (including the winner) consent to the use of their name, depictions of their product, innovation or technology and any images submitted as a part of this Competition, voice, statements, images or other likenesses by Sunnybrook Next Generation and Sunnybrook Foundation for publicity, advertising or informational purposes in any medium or format without further compensation or notice. Applicants agree to indemnify and hold harmless Sunnybrook Next Generation and Sunnybrook Foundation from and against any claim or action brought by a person whose consent was not obtained by the applicant or by any person claiming that (i) its intellectual property rights, including without limitation, patents, copyright, moral rights (including rights of integrity, attribution and anonymity), trademark rights, or (ii) its personality or privacy rights, are infringed by Sunnybrook Next Generation or Sunnybrook Foundation's use or reproduction of a submitted images and/or application.

**(D)** All applications that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy any condition of these Official Competition Rules may be disqualified by Sunnybrook Next Generation. Sunnybrook Next Generation and Sunnybrook Foundation take no responsibility for lost, stolen, delayed, damaged, misdirected, late or destroyed applications, or for typographical or other errors.

**(E)** All application forms become the property of Sunnybrook Foundation and may not be returned. However, any intellectual property contained in the application or any materials provided by the applicant to Sunnybrook Next Generation at any point during the selection process, including any slide decks, remain the sole property of the applicant.

**(F)** Neither Sunnybrook Next Generation nor Sunnybrook Foundation claim any ownership or retain any rights to exploit any such intellectual property in any manner whatsoever, either for their benefit or the

benefit of any third party without the written consent of the applicant. For clarity, should either of Sunnybrook Next Generation or Sunnybrook Foundation use any excerpt from any materials provided by an applicant, Sunnybrook Next Generation or Sunnybrook Foundation, as the case may be, shall credit the applicant as the owner of such excerpt.

**(G)** To the extent that any member of the Panel or any Hawk is in a position of conflict in respect of an applicant or Entrepreneur, such Panel member of Hawk shall recuse himself/herself from the screening or selection processes involving that applicant or Entrepreneur.

**(H)** By entering this Competition, applicants release and hold harmless Sunnybrook Next Generation and Sunnybrook Foundation, their advertising and promotional agencies and the Hawks, and their affiliates and directors, officers, owners, partners, employees, contractors, agents, dealers, representatives, successors and assigns 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) application or participation in this Competition, including access to and use of the Website, b) lost, stolen, delayed, damaged, misdirected, late, destroyed, illegible or incomplete applications, c) inability of any person to participate in the Competition for any reason including mistaken addresses on mail or e-mail; technical, computer or telephone malfunctions or other problems with computer on-line systems, servers, access providers, computer equipment, or software; congestion on the internet or at any website, or any combination of the foregoing, d) any delay or inability to act resulting from an event or situation beyond Sunnybrook Next Generation and Sunnybrook Foundation's control, including a strike, lockout or other labour dispute at their location or the locations of the organizations or businesses whose services are being used to administer the Competition, or e) any claims based on personality or privacy rights or defamation. The Prize winner will be required to sign a form of declaration, waiver, release, and publicity consent which, among other things, confirms compliance with the Official Competition Rules and releases Sunnybrook Next Generation and Sunnybrook Foundation of any liability associated with use of the Prize.

**(I)** Sunnybrook Next Generation and Sunnybrook Foundation assume no responsibility for failure of the Internet or the Website during the Competition Period, for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any email or traffic congestion on the internet or at any website, or any combination thereof including any injury or damage to an applicant's or any other person's computer related to or resulting from playing or downloading any material in the Competition. Any attempt to deliberately damage any website associated with this Competition or to undermine the legitimate operation of this Competition is a violation of criminal and civil laws. Should such an attempt be made, Sunnybrook Next Generation and Sunnybrook Foundation reserve the right to seek remedies and damages to the fullest extent permitted by law, including seeking criminal prosecution.

**(J)** Any failure by Sunnybrook Next Generation to enforce any provision of these Official Competition Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Competition Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Competition Rules is determined to be invalid or otherwise unenforceable, then the Official Competition Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

**(K)** In the event a participant wins the Prize, and is later found to be in violation of these Official Competition Rules, he/she will be required to forfeit the Prize and/or to reimburse Sunnybrook Next

Generation for the stated value of the Prize.

**(L)** Sunnybrook Next Generation reserves the right to correct any typographical, printing, computer programming or operator errors. Sunnybrook Next Generation further reserves the right to amend the Competition Rules or to terminate the Competition at any time without any liability to any participant. Any amendments to the Official Competition Rules will be posted on the Website.

**(M)** This Competition is subject to all federal, provincial and municipal laws and regulations applicable in the Province of Ontario.

**(N)** By entering this Competition, participants represent and warrant that they have read, understood and agree to be bound by these Official Competition Rules.