



MUH COHORT OFFICIAL RULES

Cohort rules

1. **Entry window.** The cohort will open for entries at 12:01 a.m. (Eastern Time) on the application start date and close for entries at 11:59 p.m. (Eastern Time) on the application end date (the entry window”).
2. **How to enter.** You may enter the cohort by satisfying the eligibility criteria and submitting an entry in accordance with the entry method during the entry window. You must provide the required information accurately, and (as applicable) accept the terms and conditions displayed as part of the registration process. Entries must be received by MaRS on or before the end date. Late or incomplete entries will not be accepted.
3. **Non-eligible parties.** As it relates to MaRS, founding partner, and anyone else involved with sponsoring or administering the cohort (e.g., judges), the following associated individuals are not eligible to enter the cohort: employees and their immediate families (i.e., 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 sponsoring or administering the cohort.
4. **Your responsibility.** It is solely your responsibility to ensure that you are properly entered. 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.
5. **Bad entries.** MaRS may at any time in its sole discretion disqualify any applicant who does not meet the eligibility criteria, fails to comply with these official rules, attempts to enter the cohort in any manner or through any means other than as described in the official rules, attempts to disrupt the cohort or attempts to circumvent any of these official rules.
6. **Chances.** Chances of becoming part of the cohort depend on the number of applicants.
7. **Submissions.** To the extent required by the entry method, any materials provided by the applicant as part of the cohort (we will call that the submission) must meet the following criteria (as determined by MaRS in its sole discretion):
 - a. it must be in English only;
 - b. 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;
 - c. it must not contain, depict or refer to any content which disparages or refers negatively to MaRS, the cohort, or any other person or entity;
 - d. it must not conflict with any of MaRS’s core values, or otherwise be objectionable to MaRS;
 - e. it must not contain any content that violates any law or any third party’s rights (including privacy, personality and intellectual property rights);
 - f. it must not have been submitted to any other website or accelerator; and
 - g. it must meet all other guidelines and criteria required by the eligibility criteria.
8. **Original materials. By submitting a submission to MaRS as part of this cohort, you represent and warrant that:**
 - a. you are the original creator of the submission;
 - b. you are an authorized representative of the applicant’s company with the authority to bind the applicant’s company;
 - c. the applicant’s company is the sole owner of the copyright and all other intellectual property rights in the submission;



MUH COHORT OFFICIAL RULES

- d. MaRS and its partners 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 submission in connection with the cohort or the publication the cohort or any future MaRS event (as permitted by applicant in writing and in advance should MaRS desire to use any portions of the submission that include non-public intellectual property or other non-public information); and
- e. the submission meets all of the eligibility requirements set out in these official rules.

9. Submission license. You retain all intellectual property rights in your submission. Strictly to allow MaRS to conduct the following activities, you grant to MaRS the unrestricted, royalty-free, perpetual, irrevocable, worldwide, sublicensable, assignable licenses (but not obligation) to reproduce, communicate, modify, display, transmit, publicly perform, exhibit, make derivatives from, and otherwise use your submission without any fee or other form of compensation, and without further notification or permission for any purpose, including, without limitation:

- a. administering the cohort;
- b. identifying you or the applicant's company by name as creator of the submission;
- c. displaying the winning entries in the cohort; and
- d. advertising in any media including without limitation the cohort, future similar programs, and MaRS's products and services.

MaRS shall not share any of the applicant's company's non-public intellectual property publicly without your permission.

10. Participants. Applicants selected to receive the benefits will be notified by the participant notification method no later than the applicant selection date. To be declared an official benefit winner, the participants must:

- a. Comply with and retain compliance with these official rules;
- b. Sign and deliver to the MaRS, a standard participation agreement which will include: a declaration of the applicant's compliance with these official rules, an acceptance of the benefit as awarded, a publicity release, a liability release, and any other documentation that MaRS may require; and
- c. Provide any proof of identity, corporate residency, age, and any other requested relevant documentation (MaRS may disqualify the participant if such proof is not provided or insufficient).

11. Judging process. MaRS will appoint a panel of judges to evaluate entries based on the evaluation criteria during the screening process. Decisions of the judges will be final and binding. Should the participant not accept entry into the cohort in accordance with these official rules, MaRS reserves the right to have the panel of judges select an alternative participant to receive an invitation to enter the cohort, on the same conditions as those provided herein. Should a participant not accept entry into the cohort in accordance with these official rules within two weeks from the applicant selection date, MaRS may choose to invite a subsequent applicant into the cohort instead.

12. Benefits. All benefit(s) must be accepted as awarded, and may not be sold, transferred, or converted into cash. Benefits may require travelling by the participants to Toronto, Ontario, Canada. In MaRS's sole discretion, participants may also be offered access to the non-guaranteed benefits. Non-guaranteed benefits may be subject to further terms and conditions (including third party terms). Unless specified otherwise in these official rules, MaRS reserves the right to substitute each benefit in whole or in part in the event that all or any component of the Benefit is unavailable. Participants release MaRS from any liability as related to the non-guaranteed benefits. All characteristics and features of each benefit, except as otherwise explicitly stated above, are at MaRS's sole and absolute discretion. Each participant is solely responsible for all costs not expressly described herein, including any travel expenses. Benefits and non-guaranteed benefits will be made available in English only.



MUH COHORT OFFICIAL RULES

13. Cancellation.

- a. Subject to applicable laws, MaRS reserves the right, to withdraw, amend or suspend this cohort (or to amend these rules) in any way, in the event of any cause beyond the reasonable control of MaRS that interferes with the proper conduct of this cohort as contemplated by these rules, including, without limitation, any error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, or direction of governmental body, regulator, ordinance, or similar causes. Any attempt to deliberately damage any website or to undermine the legitimate operation of this cohort in any way (as determined by MaRS in its sole and absolute discretion) is a violation of laws and should such an attempt be made, MaRS reserves the right to seek remedies and damages to the fullest extent permitted by law. MaRS, subject to applicable laws, reserves the right to cancel, amend, or suspend this cohort, or to amend these rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. MaRS reserves the right, subject to applicable laws, to adjust any of the dates, timeframes, and/or other cohort mechanics stipulated in these rules, to the extent necessary, for purposes of verifying compliance by any applicant or submission with these rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of MaRS, in its sole and absolute discretion, affect the proper administration of the cohort as contemplated in these rules, or for any other reason.
- b. If for any reason MaRS cannot run the cohort as planned (including as a result of bugs, tampering, unauthorized intervention, fraud, technical failures, infection by computer virus, any other cause that corrupts, impairs or affects the administration, security, fairness, integrity, or proper conduct of this cohort, or any force majeure (defined below), MaRS may cancel, modify, extend, or suspend the cohort. "Force majeure" means an event beyond MaRS's reasonable control, including, without limitation, flood, earthquake, storm, cyclone, tornado, hurricane, lightning, fire, explosion, epidemic, pandemic, war, embargoes, riot or civil disturbances, or change in federal or provincial policy or legislation.
- c. MaRS may also disqualify any applicant who tampers with or in any way corrupts the entry or judging process, or who attempts to undermine the legitimate operation of the cohort by cheating, hacking, deception, or other unfair practices, or by attempting to annoy, abuse, threaten or harass any other applicants, or MaRS representatives.

14. Personal information consent and information sharing

- a. You consent to MaRS using and disclosing your personal information (or if you are a corporation, you consent on behalf of all individuals whose personal information is included in the Submission) for the purposes of administering the cohort; advertising the cohort and any future cohort and any of MaRS's products and services (by using only your name and any other information you agree to be disclosed); and for the other purposes described in these official rules. Collection, storage, disclosure and use of your personal information will be governed by the MaRS's Privacy Policy.
- b. All information you disclose in connection with the cohort will be viewed by MaRS and judges. It will be used to assess your eligibility to participate in the cohort, and to evaluate your application and to administer the cohort.
- c. Except where otherwise prohibited by law, participation in the cohort constitutes the applicant company's consent to MaRS's and its partners' use of the applicant's company's name, hometown, photograph, or other likeness for promotional purposes without further notification, permission, payment, or consideration, in any manner or medium whatsoever, including print, broadcast, or the internet, worldwide and in perpetuity.
- d. In addition to the above, by entering the cohort, you agree, on behalf of the applicant's company for MaRS to share your submission (in whole or in part) as follows:
 - i. Select MaRS third-party partners (such as sponsor corporations, foundations etc.) who may request high-level data related to the submissions to fulfill MaRS's reporting requirements.
 - ii. Strategic and network partners of MaRS who may receive high-level insights from submissions that will be scrubbed of confidential information (but may show aggregate information).



MUH COHORT OFFICIAL RULES

- iii. Publicly, MaRS and select MaRS corporate partners may publish, distribute, exhibit and/or display an aggregated report regarding the submissions to the cohort including the names, images and trade-marks of the Applicants who applied for the Cohort.

15. Disclaimers, liability and indemnification

- a. MaRS DOES NOT ACCEPT LIABILITY FOR ANY LOSS OR DAMAGE OF ANY SUBMISSION OR FOR ANY OTHER LOSS OR DAMAGE RESULTING DIRECTLY OR INDIRECTLY FROM YOUR PARTICIPATION IN THE COHORT OR YOUR RECEIPT, USE, OR REDEMPTION OF ANY BENEFIT(S), OR YOUR INABILITY TO RECEIVE, USE OR REDEEM ANY BENEFIT(S).
- b. 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 COHORT; (5) ELECTRONIC OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE COHORT 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 COHORT OR FROM DOWNLOADING OR USING ANY MATERIAL PROVIDED BY MaRS.
- c. MaRS WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE COHORT OR THESE OFFICIAL RULES, OR WITH THE BUSINESS DECISIONS AND FUTURE OPERATIONS OF THE APPLICANT'S COMPANY.
- d. YOU HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS MARS, AND ITS RELATED ENTITIES AND EACH OF THEIR RESPECTIVE AND ITS EMPLOYEES, DIRECTORS, OFFICERS, AFFILIATES, AGENTS, JUDGES AND FOUNDING PARTNERS 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 OFFICIAL RULES; (B) ANY MISREPRESENTATION YOU MAKE UNDER THESE OFFICIAL RULES OR OTHERWISE TO MaRS; (C) YOUR PARTICIPATION IN THE COHORT; AND/OR (D) PERMITTED USE OF YOUR SUBMISSION AS PER THE TERMS OF THESE RULES.
- e. YOU ACKNOWLEDGE AND AGREE THAT ANY THIRD-PARTY PARTNERS, ENTITIES AND PERSONS INVOLVED IN SUPPORTING AND/OR JUDGING THIS COHORT ARE NOT IN ANY WAY LIABLE OR RESPONSIBLE FOR THE COHORT AND SHALL BE WHOLLY AND FULLY RELEASED FROM ANY LIABILITY WHATSOEVER IN RELATION TO THE COHORT. YOU SHALL HAVE NO LEGAL CLAIMS AGAINST ANY OF THEM IN RELATION TO YOUR PARTICIPATION IN THE COHORT.
- f. MaRS IS NOT RESPONSIBLE FOR ANY BUSINESS DECISIONS YOU CHOOSE TO MAKE WITH RESPECT TO YOUR USE OF THE BENEFITS, NON-GUARANTEED BENEFITS, AND YOUR ACCESS TO THE BENEFITS AND THE NON-GUARANTEED BENEFITS DOES NOT REPLACE THE REQUIREMENT TO CONSULT YOUR OWN ADVISORS FOR BUSINESS, FINANCIAL, AND LEGAL ADVICE.

- 16. **Laws.** The official 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.
- 17. **Disputes.** All disputes, claims and causes of action arising out of or connected with the cohort or these official 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.
- 18. **Further information.** Please contact us at mobilityunlimitedhub@marsdd.com if you have any additional questions.