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Breakthru Start-up Competition Terms and Conditions

By submitting an application and pitch deck to the competition, each participant is deemed to have read, understood and agreed to the following terms and conditions. NBIF reserves the right to interpret these rules in a manner that is consistent with their spirit and intent:

- All prize recipients must agree to formally launch and operate their business ventures in the province of New Brunswick and the award is subject to successful recipients entering into standard legal agreements customary of a SAFE investment by NBIF. A term sheet will be presented to the finalists for review and NBIF reserves the right to contact other parties involved, particularly those relating to intellectual property. In addition, prize awards are subject to the completion of satisfactory due diligence by NBIF. NBIF at its sole discretion reserves the right to issue a convertible debenture.
- All participants and submissions must meet the requirements outlined under Eligibility Requirements set forth on our website and in the **Participant Handbook** in order to participate in the competition. To enter the competition, participants must electronically submit the Application Form, together with the 12-slide pitch deck. The Application Form will incorporate by reference these Terms and Conditions and require a signed consent from each participant taking part in the submission to abide by these Terms and Conditions.
- Submissions, including all materials, must be in English, unless otherwise specified.





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- NBIF at its sole discretion reserves the right at any time to disqualify any participants who are found to have misrepresented their data, submitted false information, or committed plagiarism, therefore forfeiting any rights under this competition, including the right to claim prizes awarded.
- NBIF reserves the right to reject any submission which relates to a product that is or would be unlawful or otherwise reflect poorly on the reputation of NBIF or the competition, as determined in NBIF's sole discretion.
- All pitch decks, videos, financial projections, and other submission materials must be authored or created by the participant. Any use of third party copyrighted materials, including images and video, may only be used with the expressed consent of the copyright holder, and participants must be prepared to submit evidence of such permission if requested by NBIF at any time.
- Participants have proprietary rights to their respective submissions, provided that each participant hereby agrees to NBIF making such number of copies of the pitch deck, video, financial projections, and other materials as required for the purposes of this competition and using such materials in the manner NBIF sees fit for the purposes of the competition. NBIF has the non-exclusive world-wide rights in all languages, and in all media, to use or to publish all competition materials, or any portion thereof, in any medium for purposes associated with this competition or future competitions of this nature.
- Participants must be available and consent to participate in NBIF's media plan for this competition, which may include participating in interviews and being photographed, and to the publication/broadcast of the same.





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- Due to the nature of the competition, NBIF will not ask judges, reviewers, staff, or the audience to agree to or sign non-disclosure statements for any participant and neither NBIF nor any of its selection committee members engaged in the competition, will have any responsibility of any nature or kind, to any participant for misappropriation or misuse of information within materials submitted or presented. Each participant agrees to permit NBIF to disclose pitch decks, financial information, videos, and other material submitted to its competition judges and organizers.
- Participation in the competition does not constitute an endorsement or determination of future success by NBIF, nor a guarantee of future funding or other support by NBIF. Successful participants may be eligible for further financing post-competition, under other NBIF-sponsored funds, but such financings are made independent of this competition and at the sole discretion of NBIF under its standard terms and conditions.
- Only successful participants will be notified of their eligibility to move on to the Breakthru Bootcamp and final pitch to the judges. NBIF has no obligation to return submissions.
- Participant(s) from each submission selected to proceed to the Breakthru Bootcamp must participate on the event date specified. Alternate dates will not be provided to any participants in the competition. Failure to attend the preparation bootcamp will result in disqualification of the submission, unless a participant cannot attend due to health or other personal situation precluding their attendance (i.e.: death in the family).
- NBIF, its partners and any judges reserve the right to judge and evaluate the submissions and Application Forms, in its sole





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discretion. **NBIF reserves the right to make all final decisions regarding all aspects of this competition.**

- By entering this competition, each participant will be deemed to have waived any right of recourse against NBIF, its judges, volunteers, and staff, for any claims which may arise out of the participant's involvement in this competition.
- NBIF, judges, volunteers, and staff, are not responsible for typographical, technical, or other errors in the offer or administration of this competition, including but not limited to errors in advertising, rules, computer failure, selection and announcement of winners or the issuance of any prize.
- By entering this competition, each participant consents to the use of his or her personal information for the purposes of this competition as contemplated in these rules and the Participant Handbook. Personal information may be used by NBIF for the purpose of promoting future competitions of this nature. NBIF may retain personal information for the purpose of following up with participants for potential future business development initiatives independent of this competition but will not otherwise disclose such personal information.
- The rights of all video submissions are exempt from the applicant. Videos may be edited, copied, exhibited, published, or distributed and all rights are waived to inspect or approve the finished product wherein should the likeness appear. Additionally, all rights to royalties or other compensation arising or related to the use of all videos submitted are exempt by the applicant. This material may be used in diverse educational settings within an unrestricted geographic area.

