

Ocean Wise Innovator Lab - Terms and Conditions

Dates: November 22, 2021 to April 30, 2022

Each person who applies (“Applicant”) accepts and agrees to be bound by the following terms and conditions (these “Terms and Conditions”)

NO PURCHASE IS NECESSARY TO ENTER. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF BEING SELECTED TO PARTICIPATE IN THE PROGRAM.

1. SPONSOR, ADMINISTRATOR: Ocean Wise will serve as the sponsor (“Sponsor”) and administrator (“Administrator”) of the Ocean Wise Innovator Lab (“Program”), a global three month education and mentorship program for youth aged 13-30 to design innovations to address ocean health issues, with a chance for three Applicants to win CAD\$500, CAD\$1000, or CAD\$2500 (the “Prizes”) for their innovations.

2. ELIGIBILITY: To be eligible, an Applicant must:

- Have been born between January 1, 1992 and January 1, 2009;
- Not be prohibited from participating in the Program or receiving the Prizes under the applicable law of their country;

You need not be present to be selected to participate.

Employees, officers, directors, agents or representatives (and their immediate families or those living in the same household) of the Sponsor, Administrator, and their respective affiliates, subsidiaries, divisions, parent and related companies are not eligible to apply or be selected to participate. In these Terms and Conditions, “immediate family” means mother, father, brothers, sisters, sons, daughters and/or legal or common-law spouse, regardless of where they reside.

3. APPLICATION PERIOD: The Application Period for the Program begins on November 22, 2021, 12:01 a.m., E.S.T., and ends no later than January 31, 2022 at 11:59 p.m., E.S.T. (the “Application Period”). The Sponsor’s servers govern for time in all matters related to the Program.

4. HOW TO ENTER: You may apply for this Program only via the application methods described below under term 5 (an “Application”). All Applications must be received by 11:59 p.m., E.S.T., of the last day of the Application Period. Once an eligible individual has applied to participate in the Program via the Application method outlined below, they are considered an Applicant (“Applicant.”)

5. APPLICATION METHOD AND CRITERIA: This Program takes place online at ‘ocean.org/innovatorlab’ (the “Landing Page”.) You may submit your Application for the Program

by completing the application form, and for your Application to be considered complete you must provide the following criteria (“Criteria”):

- Your email address, location and birthdate
- A brief bio or description of yourself / your team, including relevant background / experience
- Why you want to participate
- The discipline your innovation will most likely fit with (e.g. communications, engineering, computer science, hospitality, social sciences, etc.)

Applications that contain false information, or that are incomplete, altered or otherwise irregular in the sole discretion of Sponsor and/or Administrator, that do not conform with or satisfy any or all of the Criteria or other conditions set out in the Terms and Conditions, as determined by Sponsor and/or Administrator in its sole and absolute discretion, may be judged void and disqualified. All Applications must be appropriate for the Program, in good taste and in keeping with the Sponsor’s and Administrator’s image as determined by such parties in their sole discretion.

6. LIMIT: Regardless of application method, there is a limit of one (1) Application per person during the Application Period.

7. APPLICATION ASSESSMENT AND PARTICIPANT SELECTION: By February 14, 2021 – 14 days after the Application Period closes – the Administrator will share all applications received with a selection panel that will select participants for the Program (“Participants”). The panel will evaluate each qualifying Application, and select the most compelling Participants, against the assessment criteria (“Assessment Criteria”):

- The strength of the intention for why the Applicant wants to participate
- Potential benefits of the Ocean Wise Innovator Lab to the development of the Applicant’s innovation

The Administrator will contact the Participants via email. That message will ask the Participants to respond to the Administrator in order to confirm their participation. Each Selected Participant must respond within ten (10) days, or their eligibility to participate in the Program will be forfeited and an alternate Participant may be selected (as determined by the Sponsor in its sole and absolute discretion) from among the remaining applications received, unless no further applications are available then the Program placement will not be offered. Sponsor or Administrator will not be responsible for failed attempts to contact a Selected Participant. The odds of being selected depend on the application of the Assessment Criteria by the selection panel.

Participant Confirmation: To be confirmed, a Participant must: (a) contact the Administrator within ten (10) days of being notified that the Applicant is a Participant, (b) confirm compliance with the Terms and Conditions, (c) execute and return within twenty (20) days a Declaration of Compliance

with Terms and Conditions and Liability Release / Consent to Publicity Form releasing the Released Parties (as defined), as set out below, and consenting (except where prohibited by law) to the use of the participant's name, portrait, picture, voice, likeness, comments, country of residence, and biographical information (e.g. age) for any future promotional activity related to the Program, as set out below, and (d) provide proof of identification upon request and confirm their age. If a Participant cannot be contacted, does not respond to the notification, fails to return any required documents within the specified time period, is not eligible to participate, or if the Participant is found to be not in compliance with these Terms and Conditions or declines to participate in the Program for any reason, or if any document or notification, is returned as undeliverable, their entitlement to participate in the program will be forfeited and, at Sponsor's sole and absolute discretion, the Program placement may be awarded to an alternate Participant, subject to confirmation under these Terms and Conditions. In such a case, or in the event that a Participant placement can't be confirmed, neither the Participant, nor any other person, shall have any claim against Sponsor arising out of or connected to the disqualification or any other matter related to the Program.

8. CONDUCT OF PARTICIPATION IN PROGRAM: By applying for the Program, Applicant affirms that they have read and agree to abide by the Terms and Conditions and the decisions of the Sponsor. Sponsor reserves the right to disqualify any Applicant acting in violation of the Terms and Conditions or found tampering with the application process or with the operation of the Program or the website. The Terms and Conditions shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. Any and all disputes arising under these Terms & Conditions, and the Program, whether as to interpretation, performance or otherwise, shall be determined exclusively by the courts in Vancouver, British Columbia. As a condition of entering this Program, each Applicant agrees that, to the maximum extent permitted by law: (a) under no circumstances will the Applicant be entitled or permitted to obtain awards for, and the Applicant expressly waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than actual, out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased, and in no event shall attorney's fees be recoverable by either party; and (b) any and all disputes, claims and causes of action arising out of or connected with the Program or any Program placement confirmation shall be resolved individually, without resort to any form of class action. Any attempt by an applicant or any other individual to deliberately damage any website related to Sponsor or the Program or undermine the legitimate operation of the Program may be in violation of criminal and civil laws, and should such an attempt be made, sponsor reserves the right to seek damages from such Applicant to the fullest extent permitted by law.

9. PROCESS FOR AWARDING THE PRIZES: At the conclusion of the program Participants may have the opportunity to submit their innovation for review ("Innovation Submission"). Innovation Submissions will be reviewed by a selection panel who will collectively award the Prizes.

- The Prizes will be paid to the winners (or, in the event of death, their personal representatives or beneficiary(ies), as applicable) by the Administrator and/or Sponsor,

subject to any tax or other withholding required under applicable law, and otherwise in accordance with these Terms and Conditions.

- The winners shall (and shall use all reasonable endeavours to ensure that their connected persons shall) not use the Prizes for:
 - (i) any purpose that may bring them, the Administrator and Sponsor into disrepute, as may be determined at the sole discretion of the Administrator and/or Sponsor, or
 - (ii) any illegal activity (including without limitation bribery or corruption)

10. CONDITIONS AND LIMITATIONS

- Limit one application per Applicant.
- Applications will not be returned.
- Applicants will not be reimbursed for any costs incurred in connection with submitting the Application.
- The Administrator and/or Sponsor are not responsible for lost, late, or misdirected entries.
- Each Applicant warrants and represents that they:
 - (i) own and have unrestricted rights to all intellectual property rights in all of the content of their Application and that they represent their own (and no one else's) original work; and
 - (ii) have the authority to submit these materials and to grant the licence described herein.
- Winners will be solely responsible for any and all taxes incurred by their participation in the Program. The Administrator and/or Sponsor will report or withhold any individual winnings in accordance with applicable law.
- The Administrator and/or Sponsor reserve the right to terminate the Program without awarding the Prizes if
 - (i) The Administrator and/or Sponsor in their sole discretion does not consider it feasible or
 - (ii) no eligible winner claims the Prizes within the required time.
- The Program and Prizes are void where prohibited or restricted by applicable law. Each of these Terms and Conditions is subject to applicable law.
- An Applicant's rights and obligations under these Terms and Conditions may not be assigned, transferred, mortgaged, charged, declared a trust over or dealt in any other manner.
- If any Term or Condition or part-Term or Condition is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms and Conditions.

- If these Terms and Conditions are translated into any language other than English and there are any inconsistencies between the two translations, the English transaction will prevail.
- This Program, the Prizes and these Terms and Conditions shall be governed by the laws of Canada, without regard to any conflicts of law principles. Any and all claims or disputes arising out of or in connection with this Program, the Prizes or these Terms and Conditions shall be subject to the non-exclusive jurisdiction of Canadian courts.

11. **LIMITATIONS OF LIABILITY:** The Released Parties (as defined herein) accept no responsibility for and each Applicant releases and holds harmless the Released Parties from and against any and all losses, damages, actions, demands, liabilities or claims of whatever nature or kind arising out of, or in connection with the Program placements or any portion thereof or this Program. Without limiting the generality of the foregoing, the Released Parties are not responsible for any incorrect or inaccurate application or applications, errors in calculations, theft, tampering, destruction, or unauthorized access to, or alteration of applications.

12. **RELEASE OF LIABILITY:** By applying and / or participating, Participants and Applicants agree to release, discharge, indemnify and hold harmless Sponsor, Administrator, and each of their respective affiliated entities, affiliates, subsidiaries, parent corporations and companies, and all of their respective officers, directors, shareholders and principals, employees, representatives, agents and franchisees (collectively, “Released Parties”), from and against any claims made by any Program participants and Applicants or any other third parties related in any way to the operation of this Program, as well as any other claims, damages or liability due to any injuries, damages or losses (whether alleged, threatened, or actual) to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from participation in this Program or any related activity. Program participants and Applicants assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Program or acceptance of any Program placement.

13. **ADDITIONAL TERMS AND CONDITIONS:** The following are conditions to accepting a Program placement and additional terms and conditions binding on Applicants and Program participants:

a. If the Program cannot be conducted as planned for any reason, Sponsor reserves the right, in its sole and absolute discretion, to terminate, modify, amend and/or suspend the Program and/or the Terms and Conditions without prior notice.

b. By entering this Program, Applicant hereby consents (except where prohibited by law) to the reasonable use by Sponsor of the Applicants’ photograph, voice, likeness and/or image, hometown address, contents of the application form and the name and age of the Applicants without any further compensation for any future promotional activity related to this Program.

c. Decisions of Sponsor and/or Administrator are final with respect to determination of Program participants and all matters with respect to the conduct of the Program.

d. By participating in this Program, Applicants and Program participants agree to be bound by the Terms and Conditions and the decisions of the Sponsor and Administrator. By entering the Program, Applicants acknowledge that they have read and understood the Terms and Conditions, and agreed to abide and be bound by them, and the decisions of the Administrator and/or Sponsor, including their decisions regarding the interpretation and application of these Terms and Conditions, made in their sole and absolute discretion, shall be final and binding with respect to all aspects of the Program and the confirmation of the Program placements. No correspondence will be entered into except with Selected Participants.

14. **PRIVACY / USE OF PERSONAL INFORMATION:** By participating in the Program, eligible Applicant hereby consents to Sponsor's, Administrator's or authorized agents' collection, use, and disclosure of Applicants' personal information for the purposes of administering the Program. Applicant acknowledges that they have read, understood and accepted the Sponsor's Privacy Notice, which provides more information about Sponsor's privacy practices and is located at <https://ocean.org/privacy-policy/>.

To stay informed of the program Applicants will be required to receive newsletters, informational materials, communications or other offers from the Sponsor. Applicants will not be contacted by affiliates and/or third-party service providers. Applicants will not be contacted for marketing purposes unless they have provided their express consent.

By accepting a Program placement, Program participant consents to the use of their name, address (city, province/territory/state, country), likeness, biographical information, photograph, video recording, voice, statements and Application information including their sample of work submitted with the program application, without further remuneration, in connection with any publicity carried out by or on behalf of the Sponsor, for advertising and/or publicity purposes in any and all media (now or hereafter known) throughout the world, in perpetuity without compensation, notification, or permission, unless otherwise prohibited by law, and hereby releases Released Parties from any liability with respect thereto. Program participants may be required to sign a further release regarding the grant of these publicity rights.

15. **TERMS AND CONDITIONS:** You may review the Terms and Conditions at ocean.org/innovatorlab within six (6) months after the end of the Program.

16. **INTELLECTUAL PROPERTY:** All intellectual property, including but not limited to trademarks, trade names, designs, Program materials, web pages, source code, drawings, illustrations, logos, slogans and representations are owned by either Sponsor and/or their respective affiliates or authorized licensors. All rights are reserved. Unauthorized copying or use of any copyrighted materials or intellectual property without the express written consent of its owner is strictly prohibited.

PROGRAM VOID WHERE PROHIBITED OR RESTRICTED BY LAW AND IS SUBJECT TO ALL APPLICABLE FEDERAL PROVINCIAL/TERRITORIAL AND MUNICIPAL LAWS.