



## THE ODLUM BROWN FORUM PITCH 2023/24 | TERMS AND CONDITIONS

As a Program participant, you are committed to adhering to [The Forum's Code of Conduct](#). This is very important to us and the community we are building.

-----

Please read these Terms and Conditions (the “**Terms**”) carefully. This is a legally binding agreement between you and The Forum in Canada (“**The Forum**”) establishing the terms and conditions governing your participation in the Program.

BY ENTERING INTO OR PARTICIPATING IN THE PROGRAM, YOU ARE INDICATING THAT YOU HAVE READ AND UNDERSTAND THESE TERMS, AND THAT YOU ARE ENTERING INTO A LEGALLY BINDING AGREEMENT (THE “**AGREEMENT**”) WITH THE FORUM SUBJECT TO THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ENTER INTO OR PARTICIPATE IN THE PROGRAM. NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.

The Forum reserves the right, in its sole discretion, to modify these Terms, at any time and without prior notice. If The Forum modifies these Terms, The Forum will post the changes on The Forum website or otherwise provide you with notice. Your continued participation in the Program following our posting of the changes or otherwise providing you with notice will mean that you accept and agree to such changes. You are responsible for regularly consulting the current version of the Terms in the event the Terms have been modified. If the modified Terms are not acceptable to you, you must immediately stop your participation in the Program and notify The Forum at 604-682-8115.

### 1. ELIGIBILITY

1.1 To be eligible to enter the Program and/or win the Prizes (as defined below), you must be, at the time of entry:

- (a) a legal resident of Canada;
- (b) a self-identifying woman, non-binary, or trans-femme entrepreneur;
- (c) a majority or equal stakeholder, (co-)founder or (co-)owner actively leading or launching a business operating in Canada; an employee in line to lead such a business who is currently a decision maker, including a woman manager or staff member who is a key decision maker in an Indigenous band- or community-owned business;
- (d) able to participate in, if selected:
  - (i) two in-person Semi-Final events - one in Vancouver on February 15, 2024 and one in Toronto on February 29, 2024, respectively (see below for covered expenses);
  - (ii) the live in-person Finale event on April 25, 2024; and,
  - (iii) mentorship meetings and filming sessions, which will be scheduled at mutually convenient times during December 2023 - March 2024.
- (e) not a Finalist in any previous Pitch for the Purse / The Forum Pitch.
- (f) If the applicant is 18 years or under (a legal minor), The Forum will involve the minor’s parent or legal guardian from the beginning of the application period to ensure that a minor’s participation in the program and any prizes awarded to the minor are legal. The parent or legal guardian must complete the application form for the minor and must sign a [declaration and media release](#). All applicants who are legal minors should have their parent or legal guardian contact Nolizwe Mhlaba, Program and Community Manager [nolizwe@theforum.ca](mailto:nolizwe@theforum.ca) or 604-682-8115 ahead of filling out the Program application.

1.2 Organizations that are structured as nonprofits and charities (societies) are not eligible to enter

# THE Forum

the Program.

1.3 Directors, immediate family members of directors, employees and officers of The Forum and its affiliates, agents, sponsors and advertising or promotional agencies, are able to participate in the Program so long as they and their immediate family members are not involved in the selection process of the Semi-Finalists or Finalists. Applicants are requested to disclose in writing at the time of application if you are, or you have close personal relationships with, or are immediate family members of any Directors, employees, officers, affiliates, agents, or contractors so that The Forum can manage any possible conflict of interest.

1.4 Any current year Alumnae Committee member, Community Panel member, Mentor, Coach, and Pitch Champion are not eligible to participate in the Program.

1.5 The Forum shall have the right at any time to require proof of identity and/or eligibility to participate in the Program. Failure to provide such proof as The Forum may require in its sole discretion may result in disqualification.

1.6 All personal and other information requested by and supplied to The Forum for the purpose of the Program must be truthful, complete, accurate and not misleading. The Forum reserves the right, in its sole discretion, to disqualify you should you at any time supply untruthful, incomplete, inaccurate or misleading personal or other information.

## 2. ENTRY PERIOD

The entry period for the Program begins at 8:30 AM Pacific | 11:30 AM Eastern on September 28, 2023 and ends at 4:00 PM Pacific | 7:00 PM Eastern on October 26, 2023 (the “**Entry Period**”). All entries must be received during the Entry Period. The Forum reserves the right to extend or shorten the Entry Period in its sole discretion.

## 3. HOW TO ENTER

In order to enter the Program, you must complete the following:

- (a) **STEP 1:** Create a maximum 1-minute (60-second) video of yourself in English (the “**Entry Video**”) with a vision pitch (i.e. introduce yourself and your business, and explain succinctly what your business does, what amount of investment or support you are seeking and why your business needs investment or support). The Entry Video can be recorded as a “selfie” video on your smartphone, or with any other video camera including your computer, but you must be clearly audible and visible.
- (b) **STEP 2:** Submit your Entry Video link (as an **unlisted** - not hidden - YouTube video) and complete the required [Pitch program application form](#) in English.

## 4. PRIZES

4.1 The prizes available to be won (the “**Prizes**”) consist of the following:

- (a) The Semi-Finalists (as defined below) will receive at a minimum:
  - (i) Coverage of travel expenses (one economy class return ticket) and two nights of accommodation to attend each Semi-Final event (only if you do not reside in the respective city, i.e. Vancouver, BC and Toronto, ON);

# THE Forum

- (ii) One complimentary (free) ticket to the in-person The Odium Brown Forum Pitch Finale event on April 25, 2024;
  - (iii) Coverage of travel expenses (one economy class return ticket), meals, and two nights of accommodation to attend The Odium Brown Forum Pitch Finale and The Forum Entrepreneur Showcase in Vancouver, BC. (Note: attendance at these two events is not mandatory for Semi-Finalists.);
  - (iv) Access to a dedicated mentor (valued at \$5,000) who can offer feedback, advice, and an immense amount of support as you prepare for the Semi-Final;
  - (v) Complimentary (free) participation for the Semi-Finalist in [The Forum's mentorship programming](#), valid for 12 months of 1-1 mentor support (approximate value: \$300). Semi-Finalists can access this prize within 12 months of becoming a Semi-Finalist; and
- (b) The Finalists will receive at a minimum:
- (i) All items noted above that Semi-Finalists will receive;
  - (ii) Coverage of travel expenses (one economy class return ticket) to Vancouver, BC to attend The Odium Brown Forum Pitch Finale. Finalists flying in can upgrade the ticket at their own cost;
  - (iii) Coverage of two nights of accommodation, including meals, to attend The Odium Brown Forum Pitch Finale (only if you do not reside in Vancouver, BC);
  - (iv) Access to a second dedicated mentor (valued at \$5,000) who can offer feedback, advice, and an immense amount of support as you prepare for The Odium Brown Forum Pitch Finale;
  - (v) Complimentary (free) performance coaching from Valerie Galvin, [Stand and Deliver Performance Coaching](#), who will help you express the most powerful vision of yourself and your business (valued at \$2,500);
  - (vi) Complimentary (free) participation (one seat per Finalist) in The Forum E-Series Presented by RBC, a transformative educational program for women, non-binary, and trans-femme entrepreneurs that provides essential education and tools to push your business to the next level (approximate value: \$1,500). Finalists can access any of the E-Series program offers within 16 months of becoming a Finalist;
  - (vii) One of three prize packages, each with an estimated value of \$30,000, in financial, social, and wisdom capital, which will help you fund your business, continue to improve your skills, access specialized support and more;
  - (viii) Exclusive videography and photography files from The Forum that highlight your business story and program experience to share throughout your community (valued at \$15,000).

4.2 The Semi-Finalists must attend the two live in-person Semi-Final events: first, in Vancouver, on

# THE Forum

February 15, 2024 and then in Toronto, on February 29, 2024 in order to be eligible for continuation in the Program as well as the prizes listed above.

4.3 The Finalists must attend the live in-person The Odium Brown Forum Pitch Finale event on April 25, 2024 in order to be eligible for continuation in the Program as well as the prizes listed above. Finalists are requested to block off the entire day to allow time for pre-Finale preparation activities.

4.4 The Prizes must be accepted as awarded without substitution and are not transferable or for resale and have no cash surrender value. The Forum reserves the right, in its sole discretion, and for any reason whatsoever, to substitute one or more of the Prizes without liability.

## 5. COMPLIANCE WITH RULES

You agree, on behalf of yourself and any business or other participants identified in your application form or participating with you in the Program (“**Your Participants**”) that you and Your Participants will comply with any Program rules promulgated by The Forum, accept the Prizes as awarded, without substitution, release the Releases (as defined below) from all liability relating to the Program and the Prizes.

## 6. PROGRAM PROCESS AND SELECTION CRITERIA

6.1 The process for selection will be the following:

- (a) All applicants will be reviewed internally by The Forum team.
- (b) The Forum’s Community Panel will complete the review and assessment of all shortlisted applicants, selecting approximately 8-10 businesses to be awarded the designation of Semi-Finalists. The Semi-Finalists will be paired with a Mentor to support them to present at The Odium Brown Forum Pitch Semi-Final events.
- (c) The Semi-Finalists will deliver the same live 3-minute pitch in English at both Semi-Final events (i.e. in Vancouver and then Toronto) and the higher score will be their recorded score. Three (3) Finalists will be announced at the Toronto Semi-Final based on the higher of the two scores they receive from the Community Panel.
- (d) The three Finalists must attend the live in-person The Odium Brown Forum Pitch Finale on April 25, 2024 in Vancouver, BC and deliver a live 3-minute pitch in English with a presentation deck to an audience of entrepreneurs, business leaders, and investors.

6.2 The Semi-Finalists and Finalists will be selected based on the following criteria (the “**Program Criteria**”):

- (a) **Business vision:** Does the entrepreneur have a strong vision for their business? Are they innovative? What is their impact or potential for impact?,
- (b) **Growth:** Is the business addressing a real need or market gap in a valuable way? Does the entrepreneur understand their market and path for growth? Does the business model make sense?
- (c) **The Pitch:** Is the presentation clear and compelling? Does it catch the audience’s attention? Does it leave the audience wanting to learn and engage more?

More information about the application process can be found on [The Odium Brown Forum Pitch website](#).

6.3 All judging decisions are final and not open to dispute.

## 7. PRIVACY

# THE Forum

You consent to the collection, use and disclosure of your personal information by The Forum for the purpose of administering and promoting the Program in accordance with our Privacy Policy available at: <https://TheForum.ca/privacy-policy>, which forms a part of these Terms. The Forum reserves the right to disclose anonymous and aggregate data including for the purposes of: reporting to funders, sponsors, and partners; research; publicity; and applications for grants, awards, donations, and sponsorships.

## 8. CONFIDENTIALITY

For the purpose of building and maintaining trust within The Forum, You agree on behalf of yourself and Your Participants to and acknowledge the following:

- (a) You and Your Participants will not use the confidential information discussed during the Program and/or disclose to other parties outside of the Program;
- (b) You and Your Participants will take all reasonable steps to protect the secrecy of and avoid disclosure or use of confidential information and prevent it from falling into the public domain or the possession of unauthorized persons;
- (c) You and Your Participants will notify in writing of any misuse or misappropriation of confidential information that may come to attention; and
- (d) You and Your Participants will read and understand [The Forum's Privacy Policy](#).

## 9. PARTICIPANT CONTENT

You represent and warrant that: the Entry Video and application form submitted by you (“**Participant Content**”) does not (i) infringe the intellectual property rights of any third party, including any copyright, patent, trademark, trade secret, confidentiality, privacy, rights of publicity or personality; (ii) breach any applicable laws.

## 10. MEDIA CONSENT; VIDEO RELEASE AND WAIVER

You and Your Participants may be filmed or photographed in connection with your involvement in the Program. By signing these Terms & Conditions, you hereby consent to the recording, use and reuse by The Forum of the name, appearance and biographical material (i.e., collectively “Likeness”) of you and Your Participants in any and all media in connection with the Program. You agree that The Forum shall have ownership of your Entry Video and any video taken. You further agree that The Forum shall obtain copyright ownership of and have the right to use the Material and the Likeness of you and Your Participants in any and all media now known in perpetuity.

You agree, on behalf of yourself and Your Participants, to hereby grant The Forum and its contractors full permission to use and reuse the Participant Content, the Likenesses, and/or the Material at no cost, in connection with any publicity carried out by or on behalf of The Forum with respect to the Program.

You agree, on behalf of yourself and Your Participants, to hereby grant The Forum and its contractors full permission to use and reuse your original 1 minute YouTube application video at no cost, in connection with any publicity carried out by or on behalf of The Forum with respect to the Program.

You agree, on behalf of yourself and Your Participants, to release The Forum from any and all liability arising out of its use of the Participant Content, the Likenesses, and/or the Material.

## 11. GENERAL

# THE Forum

11.1 You agree on behalf of yourself and Your Participants, to release, indemnify and hold harmless The Forum and its affiliates, business partners, sponsors, advertising and promotion agencies, and each of their respective directors, officers, employees, agents, contractors and successors and assigns (the “**Releasees**”) from and against any and all claims and causes of action arising from or in connection with the participation of you and Your Participants in the Program.

11.2 You agree and acknowledge on behalf of yourself and Your Participants that The Forum and its Releasees will not be liable for any loss or damages of any kind whatsoever arising from or in connection with the Program or the Prizes, including but not limited to: (i) incorrect or inaccurate transcription or registration of Program entry information; (ii) entries that fail to comply with these Terms; (iii) any loss, damage or claims caused by or related to the Program or the Prizes; or (iv) any technical malfunctions, human errors or other problems, including without limitation, the inability to access any online service or website, inability to submit any entry forms or materials, failure of any email or entry to be received, printing or typographical errors, lost or delayed transmissions, failure of any telephone or computer networks, or any other error or malfunction, or any injury or damage to the entrant’s or any other person’s computer related to or resulting from the downloading of any material in connection with the Program; (v) the negligence of any Releasee.

11.3 The approximate retail value of the Prizes as set out in any Program-related materials is an estimate only and subject to price fluctuations in the marketplace and the passage of time. If, at the time the Prizes are awarded or redeemed, the actual purchase price for the Prizes is less than the approximate value set out in any Program-related materials, the prize winners will not be entitled to any cash or other compensation for the price difference. All references to dollar amounts herein are deemed to be references to Canadian dollars unless otherwise noted.

11.4 If selected as a Semi-Finalist or Finalist, you acknowledge and agree that you are expected to uphold the integrity of The Forum brand, its mission and values.

11.5 The Forum reserves the right to modify, suspend, cancel or terminate, either in whole or in part, the Program at any time and in any way, without prior notice.

11.6 The Program is void where prohibited by law. These Terms are governed exclusively by the laws of the Province of British Columbia and the federal laws of Canada applicable therein (excluding conflicts and choice of laws principles). All disputes arising from or in connection with these Terms, will be resolved by a court of competent jurisdiction located in Vancouver, British Columbia, provided that the courts in any relevant venue will have jurisdiction for the purposes of obtaining and enforcing injunctive or other equitable relief.

11.7 In the event of any inconsistency between these Terms and any statements or disclosures contained in any Program-related materials, including but not limited to, any entry forms or point of sale, television, print, online or other advertising or promotional materials, these Terms shall prevail.

11.8 You may not assign any of your rights or obligations under these Terms without the prior written consent of The Forum. The Forum may freely assign its rights and obligations under these Terms, either in part or in full, without notice to you.

11.9 The provisions of these Terms are severable. If any individual provision is held to be invalid, unenforceable or contrary to applicable law, such provision shall be construed, limited, altered or deleted, as necessary, to eliminate the invalidity, unenforceability or conflict with applicable law while endeavoring to preserve the intention of these Terms, and all other provisions shall remain in full force and effect.