

THE JOE FRESH CENTRE FOR FASHION INNOVATION

THE JOE FRESH INNOVATORS PROGRAM

CONTEST RULES

Cycle 5

Ryerson University (the “**Contest Sponsor**”) and Joe Fresh Apparel Canada Inc. (“Loblaw”) have collaborated to create the Joe Fresh Centre for Fashion Innovation at Ryerson University’s Fashion Zone (the “**Fashion Zone**”). The Contest Sponsor, through the Joe Fresh Centre for Fashion Innovation, has launched ‘The Joe Fresh Innovators Program’ (the “**Contest**”) to discover Canadian fashion-inspired entrepreneurs with a globally scalable idea to participate in the Joe Fresh Centre for Fashion Innovation. The Contest Sponsor intends to hold a total five (5) cycles of similar contests to admit participants into the Joe Fresh Centre for Fashion Innovation. These Contest Rules apply to Cycle 5.

Except for Loblaw’s involvement in selecting Winners and providing mentorship to Stage 1 Winners (see Rule 5) the Contest is in no way sponsored or administered by Loblaw. You understand that you are providing your information to the Contest Sponsor and not Loblaw. The information you provide will only be used to administer the contest and in accordance with the Contest Sponsor’s privacy policy located at <http://www.ryerson.ca/privacy>. Any questions, comments or complaints regarding the Contest must be directed to Sponsor and not Loblaw. Loblaw is completely released of all liability by each entrant in this Contest.



THE **JOE FRESH** FUND

1. **CONTEST PERIOD.** The entry period for the Contest begins on **June 15, 2017** and ends on **July 27, 2017** at 3:59 pm EST. (the “**Contest Entry Period**” or “**Stage 1**”). To be eligible, your Contest Entry (as defined herein) must be submitted during the Contest Entry Period.

2. **ELIGIBILITY.** The Contest is open to start-up businesses (“**Start-up Businesses**” or “**you**”) which:
 - i) are registered businesses in any jurisdiction in Canada (except Quebec) and have a business registration number;
 - ii) do not have any bankruptcy, insolvency or other similar proceedings brought by creditors or government agencies pending against them;
 - iii) have been in business under the registered business name for less than two (2) years;
 - iv) have less than two hundred and fifty thousand dollars (CDN \$250,000) in current assets as of the date of Contest Entry;
 - v) had less than one million dollars (CDN \$1,000,000) in annual revenue in the last fiscal year of the Start-up Business;
 - vi) have a unique, innovative business with a globally scalable idea in one of the three following categories (collectively the “**Categories**”)
 - a. the Product Category, including but not limited to the following:
 - i. Women’s wear
 - ii. Men’s wear
 - iii. Children’s wear
 - iv. Functional apparel (sport, medical, etc.)
 - v. Magazines
 - vi. Accessories
 - vii. Paid mobile apps
 - b. the Service Category, including but not limited to the following:
 - i. CRM
 - ii. Data standardization
 - iii. Data visualization
 - iv. Fashion buying
 - v. Free mobile apps
 - c. the Fashion Technology Category, including but not limited to the following
 - i. All innovations at the intersection of fashion, retail, and technology
 - ii. Wearables
 - iii. Textile innovation
 - iv. Process innovation
 - v. Geo-location, infrastructure, logistics
 - vi. Manufacturing, mass customization, merchandising
 - vii. Mobile/tablet commerce
 - viii. Omni-channel, personalization, point of sale
 - ix. RFID, security, SKU intelligence
 - x. Social commerce

- vii) meet the following minimum requirements (as determined by the Contest Sponsor) including,
 - a. have a scalable business that has viability (measured by size of market opportunity);
 - b. have a business solution that solves a relevant problem, market need or customer pain point (uniqueness, innovativeness);
 - c. have a business plan and, if applicable, prototype;
 - d. have an effective brand/business presentation; and
 - e. have evidence of a well-developed team.

Each Contest Entry must be submitted by the founder, co-founder, CEO or president of Start-up Business (the “**Representative**”) who (a) is a legal resident of Canada (except Quebec); (b) has reached the age of majority in his/her province or territory of residence; (c) resides in Canada at the time of declaration as a Winner (as defined herein); (d) has the authority and permission from the Start-up Business to participate in the Contest and submit a Contest Entry on behalf of the Start-up Business; and (e) has the authority of legally bind the Start-up Business, including (without limitation) to the terms and conditions of these Contest Rules. **FOR GREATER CERTAINTY, THE REPRESENTATIVE IS NOT THE ENTRANT AND HAS NO RIGHT TO CLAIM ANY PRIZE OR PORTION THEREOF. THE ENTRANT IN THIS CONTEST IS THE START-UP BUSINESS.**

A Start-up Business is not eligible to enter the Contest if the Representative or any other officer, director, employee or principle of the Start-up Business is: a) an employee (except an employee who is also a student of Ryerson University), officer, director, governor, representative or agent of either Ryerson University or Loblaw, including each of their subsidiaries, affiliates or related companies or, if applicable, any of their respective advertising or promotion agencies, or any other company or individual engaged in the provision of goods or services, including judging, related to this Contest (collectively, the “**Contest Parties**”), or b) a member of the immediate family (parent, child, sibling, or spouse) or household (whether related or not), of any of the above individuals in this paragraph.

3. HOW TO ENTER

No purchase necessary. The Representative of the eligible Start-up Business may enter the Contest at any time during the Contest Entry Period, by completing and electronically submitting a contest entry including the following required components (each a “**Contest Entry**”):

- i) completed Contest application form available at <http://mydmz.ryerson.ca/joefresh/apply> (the “**Application Form**”);
- ii) the URL to a 2-minute video pitch of your globally scalable idea (the “**Video**”) posted on the Representative’s own YouTube account (privacy setting enabled at the discretion of the Start-up Business); and
- iii) the required supporting materials as outlined in the Application Form, including the following:
 - a. pdf of business registration;
 - b. pdf of resume or C.V.; and
 - c. pdf of any additional documents for consideration as permitted in the Application Form.

There are two stages to the Contest. Winners of a Stage 1 Prize (as defined herein) are automatically entered into Stage 2 of the Contest provided that i) the Winner meets the eligibility requirements relating to CEDZ100 described in Section 6; and ii) the Zone Membership Agreement (defined below) has not been terminated by either party.

4. CONTEST ENTRY CONDITIONS

There is a limit of one (1) Contest Entry per Start-up Business during the Contest Entry Period. If it is discovered that any Start-up Business has attempted to (i) obtain more than one Contest Entry; and/or (ii) use or attempt to use multiple names, identities and/or Representatives to enter the Contest, then (in the sole and absolute discretion of the Contest Sponsor) the Start-up Business may be disqualified from the Contest.

All Contest Entries (including the Video provided that it is not make publically available for viewing on YouTube) are confidential and will be used by the Contest Sponsor (and any other company or individual engaged in the provision of goods or services related to this Contest) for the sole purpose of administering and judging the Contest. Subject to the foregoing sentence, Contest Entries (except the Video) become the property of the Contest Sponsor and will not be returned.

By entering the Contest, the Start-up Business and the Representative agree as follows:

- i) you will comply with these Contest Rules and with the decisions of the Contest Sponsor, which are irrevocable and are legally binding in all matters related to the Contest;
- ii) your Contest Entry (including globally scalable idea of the Start-up Business and the Video) does not violate the rights of any third party (for example, it does not defame, infringe or violate publicity or privacy rights or any person, living or deceased, or otherwise infringe upon any person's, entity's, or organization's personal or property rights, including but not limited to, intellectual property rights);
- i) your Video does not contain any defamatory or otherwise inappropriate content; and
- ii) up to two principals of the Start-up Business are available to relocate to Toronto for a 18-month period during the period of **October 2, 2017 to March 30, 2019**.

5. PRIZES

The following prizes are available to be won during the applicable stage of the Contest (the "**Prizes**"):

Stage 1 Prizes:

Stage 1 Prizes: Acceptance as a member of and waiver of the membership fee for the Fashion Zone for an 18-month incubation period for the Start-up Business, including one dedicated desk and one hot desk, exclusive mentorship provided by Loblaw executives, Fashion Zone membership benefits, reimbursement of eligible marketing and promotion expenses (incurred between month 3-18 of the incubation period) up to a maximum of \$5,000 per Start-up Business, and eligibility to compete for the Stage 2 Prize. There are three (3) Stage 1 Prizes available to be won. The approximate value of a Stage 1 Prize is \$16,000.

Stage 2 Prizes:

Stage 2 Prizes: Stage 2 Prizes consist of start-up funds made available to the Stage 1 Winners that meet the criteria and evaluation for a Stage 2 Prize through a competition against other Stage 1 Winners (as described in Section 6 of these Contest Rules). The Contest Sponsor makes no guarantee that a Stage 2 Prize will be awarded to any Stage 1 Winner. Stage 1 Winners are advised that the maximum cumulative value of prize money available for distribution among Stage 2 Prize Winners is \$50,000. The total number of Stage 2 Prizes for Cycle 3 is between zero (0) and three (3).

6. WINNER SELECTION PROCESS AND ODDS OF WINNING

Stage 1 – Acceptance into Fashion Zone Incubation

A panel of judges consisting of representatives from the Contest Sponsor, Loblaw or its affiliates and any other third parties mutually agreed by the Contest Sponsor and Loblaw (the “**Stage 1 Judges**”) will be appointed by the Contest Sponsors to judge each Contest Entry on the basis of the following criteria (“**Stage 1 Criteria**”):

	Evaluation Criteria	Weight
(a)	Business is scalable and has viability (measured by size of market opportunity)	20%
(b)	Make innovative use of technology (hardware or software) as part of their business solution	20%
(c)	Quality of a business plan and, if applicable, prototype.	20%
(d)	Have an effective brand/business presentation	20%
(e)	Have evidence of a well-developed team	20%

Each Contest Entry will be given a score (the “**Stage 1 Score**”) by the Stage 1 Judges. The odds of being selected as an eligible winner of a Stage 1 Prize will depend on the total number of Contest Entries, the calibre of each Contest Entry and compliance with the Stage 1 Criteria.

The Contest Entries with the top three Stage 1 Scores will be selected as an eligible winner of the Stage 1 Prize. Judging is scheduled to be completed on or about **September 8, 2017** (the “**Stage 1 Selection Date**”). In the event of a tie between two or more Contest Entries based on the Stage 1 Score, the Contest Entry that receives the highest combined score in criteria (d) of the Stage 1 Criteria will be deemed to have the higher Stage 1 Score. Stage 1 Winners will be announced on or about **September 18, 2017**.

The Contest Sponsor, or its designated representative, will make a maximum of three (3) attempts to contact the Representative of each eligible Stage 1 Prize winner by telephone or email (using the information provided at the time of entry) within five (5) business days of the end of the Stage 1 Selection Date. If the Representative of an eligible Stage 1 Prize winner cannot be contacted within five (5) business days of the end of the Stage 1 Selection Date, or if there is a return of any notification as undeliverable, then the applicable Start-up Business will be disqualified and will forfeit all rights to the

Stage 1 Prize, and the Contest Sponsor reserves the right in its sole and absolute discretion, to select an alternate eligible winner of a Stage 1 Prize based on the next highest Stage 1 Score in accordance with these Contest Rules (in which case the foregoing provisions of this section shall apply to such alternate eligible winner of a Stage 1 Prize), or elect not to select an alternate eligible winner. Winners must be able to start the program on or about **October 2, 2017**.

Stage 2 – Judging to Determine Stage 2 Prize Winner(s)

During the 18-month incubation period, Winners of the Stage 1 Prize (“Stage 1 Winners”) will have three opportunities to participate in a competition for funding by presenting and demonstrating the Start-up Business’ innovative business solution to a panel of judges appointed by the Contest Sponsors and consisting of representatives from the Contest Sponsor, Loblaw or its affiliates and any other third parties mutually agreed by the Contest Sponsor and Loblaw (the “**Stage 2 Judges**”). Presentation and demonstration opportunities are scheduled to occur as follows: **Preliminary Demo** (at 6 months, on or about **March 12, 2018**), **Midterm Demo** (at 12 months, on or about **October 15, 2018**), and the **Final Demo** (at 18 months, on or about **March 18, 2019**). In order to be eligible to participate in any demonstration, Stage 1 Winners must be in good standing in the Joe Fresh Innovators Program, as evidenced by passing the probationary review at 4 months in the program and receiving a “pass” grade in CEDZ100, the course that monitors progress in the program for each semester. At each demonstration opportunity, each of the presentations will be judged by the Stage 2 Judges on the basis of the following criteria (the “**Stage 2 Criteria**”):

Preliminary and Midterm Demos

	Evaluation Criteria	Weight
(a)	Presentation	20%
(b)	Progress Report	20%
(c)	Review of Milestones/Objectives and Evaluation of the Progress Against those Objectives	60%

Final Demo

	Evaluation Criteria	Weight
(a)	Presentation/Start-up Funding Pitch	20%
(b)	Progress Report	20%
(c)	Preliminary Demo Score	10%
(d)	Midterm Demo Score	10%
(e)	Review of Milestones/Objectives and Evaluation of the Progress Against those Objectives	40%

After each demo, the Stage 2 Judges will give each Stage 1 Winner a score based on the applicable Stage 2 Criteria and after the Final Demo, the Stage 2 Judges will give each Stage 1 Winner a final score between zero (0) to ten (10) points based on the Stage 2 Criteria for the Final Demo (the “Final Score”).

In order to be eligible for a Stage 2 Prize, the Stage 1 Winner must receive a Final Score of at least 7 out of 10 (the “Threshold Score”).

The odds of being selected as an eligible winner of a Stage 2 Prize will depend on the calibre of the presentation by each Stage 1 Winner and compliance with the Stage 2 Criteria at each demonstration. The Contest Sponsor makes no guarantee that a Stage 2 Prize will be awarded to any Stage 1 Winner.

The maximum cumulative value of prize money available for distribution among eligible Stage 2 Prize Winners is up to \$50,000. Depending on the number of eligible winners of a Stage 2 Prize and their respective Final Scores, the Stage 2 Judges will determine (in their sole discretion) the Stage 2 Prize value to be awarded to any eligible Stage 2 Winner in accordance with the ranges set out in the following Stage 2 Prize Distribution Matrix.

For Example: If no Stage 1 Winners achieve the Threshold Score, the Contest Sponsor will not award a Stage 2 Prize. If all three Stage 1 Winners achieve the Threshold Score, each Stage 1 Winner will be eligible for a Stage 2 Prize ranging between \$1,500 and \$16,666, depending on the Final Score received by each Stage 1 Winner and as determined by the Stage 2 Judges.

Stage 2 Prize Distribution Matrix

Number of Stage 1 Winners that meet Threshold Score	0	1	2	3
Final Score 7 - <8	N/A	5,000 -10,000	2,500 -5,000	1,500 - 3,250
Final Score: 8 - <9	N/A	10,000 -25,000	5,000 -12,500	3,250 -8,250
Final Score 9 - 10	N/A	25,000 - 50,000	12,500 - 25,000	8,250 - 16,666

Judging is scheduled to be completed within 10 days after each scheduled demo date and the Stage 2 Winners, if applicable, will be announced on or about **March 27, 2019** (the “Stage 2 Selection Date”).

The Contest Sponsor, or its designated representative, will make a maximum of three (3) attempts to contact the Representative of each eligible Stage 2 Prize Winner by telephone or email (using the information provided at the time of entry) within five (5) business days of the end of the Stage 2 Selection Date. If the Representative of an eligible Stage 2 Prize Winner cannot be contacted within five (5) business days of the end of the Stage 2 Selection Date, or if there is a return of any notification as undeliverable, then the applicable Start-up Business will be disqualified and will forfeit all rights to the Stage 2 Prize.

For clarity, the Contest Sponsor is not obligated to distribute the total amount of \$50,000 among all eligible Stage 2 Winners.

DECLARATION OF WINNERS

Before an eligible winner of a Stage 1 Prize or Stage 2 Prize is declared a winner (after declaration, each referred to as a **“Winner”**), the Representative of the Start-up Business must sign and return, within five (5) business days of notification, a declaration of compliance and release of liability prepared by the Contest Sponsor which, among other things (i) requires the Representative to correctly answer a mathematical skill-testing question without mechanical or other aid; (ii) confirms compliance with these Contest Rules; (iii) agrees to release the Contest Parties from any and all claims, damages, liabilities, costs, and expenses arising from any liability in connection with this Contest, the Start-up Business’ participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; (iv) agrees to indemnify the Contest Parties against any and all claims, damages, liabilities, costs, and expenses arising from use of the Contest Entry including, without limitation, any claim that the Contest Entry or innovative business solution of the Start-up Business infringes a proprietary interest of any third party; (v) agrees to the publication, reproduction and/or other use of the Start-up Business (and its employees, officers and directors) name, address (province and city), statements about the Contest and/or photographs or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Contest Sponsor or Loblaw in any manner whatsoever, including print, broadcast or the internet; (vii) agrees to sign the standard membership agreement for the Fashion Zone on behalf of the Start-up Business (the **“Zone Membership Agreement”**); and (viii) acknowledges acceptance of the Prize (if awarded). If the Start-up Business (or, its Representative, as applicable): (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; and/or (c) cannot be a declared a Winner in accordance with these Contest Rules for any reason; then the applicable Start-up Business will be disqualified (and will forfeit all rights to be a Winner) and the Contest Sponsor reserves the right, in its sole and absolute discretion, to select the Contest Entry or Stage 1 Winner who received the next highest judged score during the applicable stage of the Contest to be an eligible winner (in which case the foregoing provisions of this section shall apply to such new eligible Prize winner), or to elect not to select an alternate eligible winner.

7. RIGHT TO SUSPEND/MODIFY/TERMINATE

If for any reason the Contest is not capable of running as planned, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, the Contest Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, and disqualify any individual or entity who is responsible for such action. If terminated, the Contest Sponsor may, in its sole discretion, determine the winners from among all eligible Contest Entries received up to time of such action using the procedures outlined herein.

8. LIMITATIONS OF LIABILITY AND RELEASE

No liability or responsibility is assumed by the Contest Sponsor or the Contest Parties resulting from the Representative’s or Start-up Business’ participation in or attempt to participate in the Contest or ability or inability to upload or download any information in connection with the Contest. No responsibility or

liability is assumed by the Contest Sponsor or the Contest Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, cable, satellite, network, electronic, Internet connectivity or other online or network communication problems; errors or limitations of any Internet service providers, servers, hosts or other providers; garbled, jumbled or faulty data transmissions; failure of any online transmissions to be sent or received; lost, late, delayed or intercepted transmissions; inaccessibility of the Contest website or Sponsor website in whole or in part for any reason; traffic congestion on the Internet or the Contest website or Sponsor website; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, or worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest. The Contest Sponsor and the Contest Parties are not responsible for any printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing of Contest Entries, the judging of Contest Entries at either stage of the Contest, the announcement of the Prizes or in any Contest-related materials. Use of the Contest website and Sponsor website is at user's own risk. The Contest Sponsor and the Contest Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer or video equipment resulting from participation in the Contest.

By participating in the Contest, the Start-up Business agrees: (i) to release the Contest Sponsor and the Contest Parties from any and all claims, damages or liabilities arising from or relating to such Start-up Business' participation in the Contest; (ii) under no circumstances will the Start-up Business be permitted to obtain awards for, and Start-up Business hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (iii) all causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (iv) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding legal fees and court costs.

By accepting any Prize, recipient agrees that the Contest Parties will have no liability whatsoever for, and shall be held harmless by Winner against, any liability for injuries, losses or damages of any kind to persons or property resulting in whole or in part, directly or indirectly, from participation in the Contest or from the acceptance, possession, misuse or use of any Prize. The Contest Sponsor and the Contest Parties are not liable in the event that any portion of the Contest is canceled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control.

ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THE CONTEST WEBSITE AND/OR THE SPONSOR WEBSITE OR INTERFERE WITH THE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND THE CONTEST SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

9. PRIVACY AND PUBLICITY RELEASE

The Contest Sponsor and its authorized agents will collect, use, and disclose the personal information provided upon registration and entry into the Contest for the purposes of administering the Contest and Prize fulfillment, in accordance with the Contest Sponsor's privacy policy, available at <http://www.ryerson.ca/privacy>.

By accepting a Prize, Winners (including the Representative of the Winner and any employee, officer or director of the Winner) consent to the publication and use of their name, address (city, province), voice, statements, photographs, image and/or likeness, logo, trademark in any form, manner or media whether now known or hereafter devised, including, without limitation, in print, radio, television and on the Internet for any purpose in connection with the Contest including, without limitation, for the purposes of advertising and trade, and promoting the Contest Sponsor, Loblaw and /or Contest, without further notice or compensation.

10. GENERAL

The Contest is governed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein.

The Contest Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Contest Rules, to the extent necessary, for purposes of verifying compliance with these Contest Rules or for any other reason.

The Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook or Twitter. You understand that you are providing your information to the Contest Sponsor and not to Facebook or Twitter. The information you provide will only be used for the administration of this Contest and in accordance with the Contest Sponsor's privacy policy. Facebook and Twitter are completely released of all liability by each entrant or participant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Contest Sponsor and not Facebook or Twitter.

In the event of any discrepancy or inconsistency between the terms and conditions of these Contest Rules and disclosures or other statements contained in any Contest-related materials, the terms and conditions of these Contest Rules shall prevail, govern and control to the fullest extent permitted by law.