

## **Terms and Conditions**

### **Terms of Use**

References to “you” or “your” means the person submitting an idea in accordance with this site (“idea”), and/or any person participating in a presentation (“pitch”) about their idea on “Pitch Day”.

Pitch Day is set for September 19, 2017, but may be cancelled or rescheduled by Aviva Canada Inc. at any time, and for any reason. If the date or time of Pitch Day is changed, Aviva Canada Inc. will post a notice on this website, or notify participants directly.

Applications can only be submitted in English and pitches can only be presented in English.

By submitting an idea and participating in a pitch, you agree and accept the terms set forth below, and any terms provided to you by Aviva Canada Inc. or any of its authorized representatives or agents. If you do not accept these terms, do not submit an idea or participate in a pitch.

By submitting an idea and participating in a pitch, you represent that you are the owner of all intellectual property rights included in your idea submission and pitch. If you do not own the information, you must obtain a license or written permission from the owner to use the intellectual property rights, and make that information available to third parties such as Aviva Canada Inc. or any of its authorized representatives or agents.

You agree to indemnify and hold harmless Aviva Canada Inc., each officer, director, employee or agent of Aviva Canada Inc. and its controlling persons, and their respective estates, successors, and assigns (each a “Aviva Indemnified Party”), from and against any and all third party claims with respect to the aforementioned rights, and any and all losses reasonably suffered or incurred by such Aviva Indemnified Party as a result of or in connection with the aforementioned rights granted under this section to Aviva Canada Inc.

You represent that you are authorized to submit an idea of behalf of your business and participate in a pitch on behalf of your business. In order to qualify for Pitch Day, your business must have raised \$200,000 CAD by the date of submission of your application.

By submitting an idea and participating in a pitch, you are consenting Aviva Canada Inc. to use, without any compensation, the name of your business, description of your business, names of the individuals involved in your business, your name, city of residence, voice, statements, and any photographs, film rendering or tape recording related to your business, by or on behalf of Aviva Canada Inc., in any form of publication or display including, without limitation, newspapers and other publications, radio and television broadcasts, film releases and interactive media worldwide.

You acknowledge and agree that submitting an idea and participating in a pitch does not bind or create any obligation by or on behalf of Aviva Canada Inc., nor does it confirm that Aviva Canada Inc. will consider investing in your business. For greater certainty, submitting an application and participating in a pitch is non-binding and for evaluation purposes only, and does not indicate interest, imply or guarantee that Aviva Canada Inc. will invest in your business.

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### **Confidentiality**

All information submitted or otherwise provided by you or other participants on Pitch Day, or through the Aviva Pitch Day website ("Confidential Information") shall be held and treated as Confidential Information. Aviva treats all Confidential Information in strict confidence and shall protect the Confidential Information with the same degree of care as that with which it protects its own Confidential Information, which in any event shall not be less than a reasonably prudent degree of care. If you require a NDA for your idea submission, please email [pitchday@aviva.com](mailto:pitchday@aviva.com).

To the extent you receive confidential information through the website or on Pitch Day, you will protect the secrecy of the discloser's Confidential Information with the same degree of care as you would to protect your own Confidential Information, but in no event with less than due care, and will: (a) not disclose or permit others to disclose another's Confidential Information to anyone without first obtaining the express written consent of the owner of the Confidential Information; (b) not use or permit the use of another's Confidential Information (including, without limitation, the storage or transmission of Confidential Information on or through this website or any other website); (c) limit access to another's Confidential Information to its personnel who have permission or authorization to receive such Confidential information; and (d) without limiting the foregoing, not publish, or cause to be published, any other party's Confidential Information or work product.