

MIND YOUR OWN BUSINESS CONTEST

APPLICATION FORM

NAME (S): _____

COMPANY BUSINESS OR PRODUCT NAME: _____

WEBSITE (IF APPLICABLE): _____

HOME ADDRESS: _____

CITY: _____ PROVINCE: _____ POSTAL CODE: _____

PRIMARY PHONE: _____

EMAIL: _____ AGE: _____

CURRENT OCCUPATION: _____

ONLINE VIDEO LINK (IF APPLICABLE): _____

DESCRIBE YOUR BUSINESS IDEA IN ONE SENTENCE:

WHAT STAGE IS YOUR BUSINESS AT?

DO YOU HAVE A PATENT? _____

REGISTERED BUSINESS NUMBER: _____

HOW MUCH MONEY HAS BEEN INVESTED IN YOUR BUSINESS? _____

The background of the top section is a dark blue field filled with various white line-art icons related to business and finance, such as a globe, a percentage sign, a star, a document with 'OPEN' written on it, a stack of money, a gear, a shield with a checkmark, a clock, a house, a person, a shopping cart, and a smartphone. The text 'MIND YOUR OWN BUSINESS CONTEST' is centered over this background. 'MIND YOUR OWN' is in a smaller, white, sans-serif font. 'BUSINESS' is in a large, bold, white, sans-serif font. 'CONTEST' is in a large, white, brush-stroke style font.

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WHAT DOES YOUR BUSINESS OR PRODUCT DO? _____

HOW DOES YOUR BUSINESS OR PRODUCT MAKE MONEY? _____

WHAT ARE YOUR SALES SO FAR, IF ANY? (INDICATE IN SALES, UNITS SOLD ETC.)

WHAT INSPIRED YOUR IDEA?

WHAT RISKS HAVE YOU TAKEN?

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QUESTIONS CONCERNING ERIN MILLS TOWN CENTRE ONSITE KIOSK

DO YOU HAVE APPROPRIATE STAFFING TO MAN YOUR KIOSK? _____

OR DO YOU PLAN TO MAN THE BOOTH YOURSELF? _____

DO YOU HAVE A VISUAL MERCHANDISER? _____

DO YOU HAVE INVENTORY ON HAND? _____

WILL YOU NEED TO ORDER TO MAKE YOUR PRODUCT? _____

PRICE POINT OF PRODUCT? _____

ANTICIPATED SALES WHILE HERE? _____

DETAIL ANY ITEMS YOU WOULD LIKE TO HIGHLIGHT FROM YOUR BUSINESS PROPOSAL:

**ALL QUESTIONS MUST BE COMPLETED ON THE APPLICATION FORM.
A COPY OF YOUR BUSINESS PROPOSAL MUST ACCOMPANY THE APPLICATION FORM.
WINNERS WILL BE REQUIRED TO PRODUCE PROOF OF BUSINESS INSURANCE IN THE AMOUNT OF \$5,000,000.
AND ENTER INTO A TEMPORARY LEASE AGREEMENT BASED ON THEIR PRIZE TENANCY.
PRIZE IS NON-TRANSFERABLE AND MUST BE ACCEPTED AS AWARDED.**

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Agree to Terms & Conditions CONSENT & RELEASE

For the purpose of this Agreement, "Business Proposal" means, as applicable, any and all information, data, methods, ideas, presentations, and strategies, whether copyrighted, trademarked, or not, relating to the business idea proposed, including but not limited to the business plans, the products and/or services the business provides, the prototype and the models.

I understand that I am being considered as a contestant for Erin Mills Town Centre's "MIND YOUR OWN BUSINESS" (the "MYOB") and will be judged based on my submission by a panel of Erin Mills Centre selected judges.

By signing this Consent and Release (the "Agreement"), I represent that I have read, understood and voluntarily agree to abide by its terms and conditions. Erin Mills Town Centre requires me to enter into this Agreement in order to be considered as a contestant in MYOB, and I deem it to be in my best interest to enter into this Agreement.

I acknowledge that by signing this Agreement, I will be giving up certain legal rights I may have against Erin Mills Town Centre, sponsors of MYOB and others.

In consideration of being considered for and possibly selected to participate in MYOB (notwithstanding whether or not I am selected as a contestant for MYOB) and for other goods and valuable consideration which I have received, I hereby represent and warrant that the following statements are true and correct and that I irrevocably agree to the terms and conditions contained herein:

1. I have provided my Business Proposal and have answered the questions in the foregoing Application I truthfully, accurately and completely, and will immediately inform Erin Mills Town Centre if any information I have provided changes, is discovered by me to be false, inaccurate or incomplete or becomes false or incomplete. If any of the information I have provided is found and/or determined by Erin Mills Town Centre in its sole discretion to be false, incomplete, inaccurate or otherwise misleading, Erin Mills Town Centre reserves the right to immediately dismiss and disqualify my application from the selection process and/or from the MYOB, if selected.
2. I understand that Erin Mills Town Centre has no obligation to interview me, to consider my Business Proposal, and/or to select me as a contender. All decisions of Erin Mills Town Centre concerning selection of contenders and Business Proposals are final and not subject to challenge or appeal. Erin Mills Town Centre has no obligation to return any materials submitted by me as part of the contender selection process whether or not I am selected as a contender.

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3. I understand that the principal purpose of MYOB is help nurture and encourage new business in the Niagara Region and provide retail space in Erin Mills Town Centre during the specified period. It is my understanding that it is up to each contender to try and convince the majority of the judging panel to award one grand prize winner, one second place winner and one third place winner.

I acknowledge and confirm that Erin Mills Town Centre does not guarantee potential profits or losses during tenancy at Erin Mills Town Centre, and that Erin Mills Town Centre will in no event be held liable for potential profits or losses.

4. I hereby irrevocably consent to Erin Mills Town Centre's filming, taping and/or recording of me, with or without my knowledge, for use in connection with the promotion of MYOB. I hereby grant to Erin Mills Town Centre, its assignees, licensees, agents and affiliates, the right in any and all media now known or hereafter devised throughout the universe in perpetuity to use and reuse my appearance and the Business Proposal during all phases of promotion of MYOB, including but not limited to, the right to use my name, voice, likeness, biographical information and the Business Proposal, in any manner, whatsoever at Erin Mills Town Centre's sole discretion and as Erin Mills Town Centre sees fit. I understand and agree that it will not entitle me to receive any wages, benefits, fees, compensation or other consideration whatsoever.
5. I agree to follow all of Erin Mills Town Centre's rules, directions and instructions in all matters relating to MYOB, which rules are subject to change at Erin Mills Town Centre's sole discretion. I will accept any and all decisions of Erin Mills Town Centre as final and acknowledge that the interests of MYOB shall override those of any contender.
6. I agree that my selection as a contender is within Erin Mills Town Centre's sole discretion and that Erin Mills Town Centre is not obligated to select me. If I am selected, I agree that Erin Mills Town Centre may disqualify me at any time in its sole discretion. In addition, if I am disqualified from MYOB or the process for MYOB, Erin Mills Town Centre may make any explanation that Erin Mills Town Centre may choose as to the reason why I was disqualified.
7. I acknowledge and agree that Erin Mills Town Centre may, at any time and in its sole discretion, add, remove or replace contenders for any reason or for no reason whatsoever.
8. I understand and acknowledge that I may need to undergo investigations into my background, which may include reviews of civil and criminal records, financial, credit and employment history, and any other type of background or psychological checks deemed necessary by Erin Mills Town Centre, and I agree to sign all necessary consents or other documents in connection therewith.
9. I am not, nor is any immediate family member (including unrelated persons living in the same household) an employee, shareholder, officer, director, agent or representative of Erin Mills Town Centre, or have any relation with any of the judges, and/or known sponsors of MYOB.

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10. I shall not use, or authorize others to use, any name, logo, brand, trademark or official mark of Erin Mills Town Centre including this MYOB's name or logo. I acknowledge and agree that any use or display of any Erin Mills Town Centre Logos will require Erin Mills Town Centre's prior approval. For greater clarity, I further acknowledge and agree that any use or display of the MYOB's name or logo in connection with advertising my products or services will require Erin Mills Town Centre's prior written approval.
11. I represent and warrant, that to the best of my knowledge, I am the sole author of and rights holder in the Business Proposal.
12. I confirm and agree that my submission of the Business Proposal to Erin Mills Town Centre is the result of my own initiative and is not in confidence, and that no confidential or fiduciary relationship exists or is to be implied between Erin Mills Town Centre and me, whether by reason of this Agreement, my submission of the Business Proposal to Erin Mills Town Centre or otherwise. I consent to the disclosure of the Business Proposal to sponsors of MYOB.
13. With respect to the Business Proposal, I represent and warrant the following:
 - (a) I have the exclusive and unconditional right and authority to enter into this Agreement and to submit the Business Proposal to Erin Mills Town Centre in connection with MYOB;
 - (b) that no person or company has any rights or interests in the Business Proposal;
 - (c) that the rights to the Business Proposal are free and clear of any liens, claims or encumbrances;
 - (d) that there has not been and currently is no claim, action, suit or proceeding relating to the Business Proposal or the intellectual property rights in the Business Proposal;
 - (e) that I have no reason to believe that any intellectual property rights I have in the Business Proposal are invalid or unenforceable for any reason;
 - (f) that I hereby bind myself and all others claiming under or through me to adhere fully to the terms and conditions of this Agreement.
14. I acknowledge and agree that, except as expressly stated in this Agreement, there is no agreement between Erin Mills Town Centre and myself, express or implied, relating to the Business Proposal, my submission of the Business Proposal to Erin Mills Town Centre and/or Erin Mills Town Centre's acceptance of the submission or the Business Proposal, and no promises or representations have been made to me to induce me to enter into this Agreement and/or to submit the Business Proposal.

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15. I request that Erin Mills Town Centre examine and consider my Business Proposal in connection with my participation to the MYOB, and agree that Erin Mills Town Centre's acceptance of my application for examination and consideration will not in any way guarantee the utilization of my Business Proposal for MYOB, and that if it is used for MYOB, it will not guarantee a participation in MYOB, and will not obligate Erin Mills Town Centre to compensate me in any way, and that I have no expectation of receiving any compensation.
16. I acknowledge that the Business Proposal will be reviewed under guidelines set at The Erin Mills Town Centre's discretion and that I will be notified if there is interest in the Business Proposal. If there is no interest in using the Business Proposal in connection with MYOB, Erin Mills Town Centre is not obligated to offer an explanation and has no further obligation to me whatsoever.
17. I acknowledge and agree that it is my own responsibility to ensure that all of my rights in the Business Proposal and otherwise have been properly secured and will not be prejudiced through my participation in MYOB, and that any disclosures made by me relating to myself or the Business Proposal will comply with all applicable legislation, including any securities law.
18. I represent, warrant and agree that in no event shall I assert against Erin Mills Town Centre, licensees, sponsors, assigns, officers, agents or employees (the "Released Parties") any claim or action based on plagiarism, idea theft, infringement of intellectual property, confidential relationship, implied contract, unfair competition or any other theory arising out of Erin Mills Town Centre's examination of the Business Proposal or any alleged use or exploitation by Erin Mills Town Centre of the Business Proposal or any elements of the Business Proposal. I agree to impose the provisions of this paragraph on any third party to whom I may assign the Business Proposal.
19. I acknowledge that Erin Mills Town Centre, their respective parents, subsidiaries or affiliated entities and their respective employees, agents, representatives, officers, directors, are not providing legal, business, product design, accounting, marketing or any other professional services or advice to me, and that I am solely responsible for seeking my own legal counsel and other advisors to ensure that my rights and obligations are protected and discharged.
20. I acknowledge, agree and understand that, separate and apart from the MYOB, Erin Mills Town Centre, and other contenders are currently in the process of designing new products, developing new business plans and methods for conducting business, etc., and I agree that I will not at any time seek legal remedies against any of the above mentioned entities for their development, acquisition, manufacture or distribution of any product/service/method similar or identical to that of the Business Proposal. I agree to impose the provisions of this paragraph on any third party to whom I may assign the Business Proposal.

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21. If I display any photographs, published works, and/or other artistic materials, which are not registered with a performance rights society, then I will have obtained all of the rights, clearances and releases necessary for Erin Mills Town Centre to exploit said materials on or in connection with MYOB and the exploitation thereof and that all such photographs, published works and/or other artistic materials shall meet nationwide public standards of decency and shall not be deemed inappropriate by a reasonable person. I hereby agree to defend, indemnify and hold harmless Erin Mills Town Centre as to the provisions of this paragraph.
22. I hereby irrevocably agree that I will not sue or claim against any of the other contenders in MYOB or the Released Parties for any damage, loss or harm to me or my property howsoever caused, resulting or arising out of or in connection with any defect in and/or failure of equipment, warnings or instructions, or my preparation for, participation and appearance in or elimination from MYOB or activities associated with MYOB. I acknowledge that there is a possibility that after my execution of this Consent and Release, I will discover facts or incur or suffer claims which were unknown or unsuspected at the time this Consent and Release was executed and which, if known by me at that time, may have materially affected my decision to execute this Consent and Release. I acknowledge and agree that by reason of this Consent and Release, and the release contained in the preceding paragraph, I am assuming any risk of such unknown facts and such unknown and unsuspected claims.
23. I agree to indemnify the Released Parties and to hold the Released Parties harmless from any and all liability, claim, action, damage, expense, and loss of any kind caused by or arising out of any statement, action or failure to act by me during or in connection with my participation on MYOB and the selection process therefore.
24. No breach of this Agreement shall entitle me to terminate or rescind the rights granted to Erin Mills Town Centre herein. I hereby waive the right, in the event of any such breach by The Erin Mills Town Centre, to equitable relief or to enjoin, restrain or interfere with the exercise of any of the granted rights, it being my understanding that my sole remedy shall be the right to recover monetary damages with respect to any such breach.
25. Any and all information disclosed to or obtained by me concerning or relating to MYOB, the contenders, the Business Proposals, the events contained in MYOB, the outcome of MYOB or any part thereof, Erin Mills Town Centre, and the terms and conditions of this Consent and Release shall be strictly CONFIDENTIAL for a period of four (4) years following the execution hereof. I agree that I will NOT disclose to any third party any information which I have had or will have access to concerning the MYOB, the other contenders, friends or families, Erin Mills Town Centre, or Erin Mills Town Centre's MYOB or other services, or the terms and conditions of this Consent and Release, except as required to fulfill my obligations hereunder, as expressly authorized by Erin Mills Town Centre in writing, or as required by law. I also agree that I will not disclose any such information to any contender, individual or entity including, without limitation, any members of the press. I further agree not to make disparaging remarks about MYOB or any elements thereof,

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including but not limited to any third party Business Proposal. I acknowledge that any disclosure of such information will constitute a material breach of this Consent and Release and will cause Erin Mills Town Centre substantial and irreparable injury and will cause substantial damages, entitling Erin Mills Town Centre to, among other things: injunctive or other equitable relief without posting any bond, to prevent and/or cure any breach or threatened breach of this paragraph by me.

26. I affirm that neither I, nor anyone acting for me gave or agreed to give anything of value to anyone associated in any manner with Erin Mills Town Centre. I understand that Erin Mills Town Centre's policy prohibits such payments, and I further understand that it is a criminal offence, unless disclosed to Erin Mills Town Centre prior to the judging process.
27. I agree to provide a certificate of insurance in the amount of \$5,000,000 and enter into a temporary lease agreement based on the prize tenancy awarded. I understand that the prize is non-transferable and must be accepted as awarded.
28. I agree that this Consent and Release shall be governed by the laws of Ontario for contracts entered into and wholly performed therein and the venue for any disputes shall be the provincial and federal courts located in Toronto, Ontario.
29. I have been given ample opportunity to read, and I have carefully read, this entire Agreement. In addition, I have been given the opportunity to, and am hereby advised to, have this Agreement reviewed by legal counsel of my choice. I certify that I have made an investigation of the facts relevant to this Agreement and of all the matters pertaining thereto as I have deemed necessary, that I fully understand the contents of this Agreement, that I am of sound mind, and that I intend and agree to be legally bound by this Agreement.

Each statement, which I have made in this Agreement, is true. The name given below is my legal name. After I (and my parent or legal guardian, if applicable) have signed this Agreement where indicated below, the foregoing shall constitute a binding and enforceable agreement between myself (us) and Erin Mills Town Centre.

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AGREEMENT

I AGREE TO THE CONDITIONS SET OUT ABOVE AND THAT ALL THE INFORMATION GIVEN IN THIS FORM MAY BE USED IN MYOB AT THE ERIN MILLS TOWN CENTRE'S SOLE DISCRETION.

Full Name _____

Email _____

Address _____

Date of Birth _____

Signature

Date

For Completion by Parent / Guardian: (if applicable)

Parent / Guardian Signature

Date

Full Name & Relationship to Applicant