



PRESENTS

Win This Space

OFFICIAL CONTEST RULES AND REGULATIONS

By participating in the Downtown Hamilton Business Improvement Area's "Win This Space" competition (the "Competition"), each Contestant agrees to these Contest Rules and to accept all decisions of the Committee. Any breach of the Contest Rules will disqualify a Contestant from the Competition. The Win This Space Competition Official Rules and Regulations are subject to change and update without prior notice.

Eligibility

The Competition is open to all legal residents of Canada who are 19 years of age or older and ordinarily residing in the province of Ontario at the time of submitting an entry to the Competition (Hereafter referred to as the "Contestants"). No purchase necessary.

The Contestants may be a sole proprietorship, corporation or partnership. However, no franchises or individuals looking to purchase/take-over an existing business will be considered. In the case of a partnership, only one representative needs to apply to the Competition. Current members of the Downtown Hamilton Business Improvement Area (the "DHBIA"), including any current tenants within its catchment area, are ineligible to participate in the competition. The Adjudicating Committee (the "Committee") will have sole and absolute discretion in determining whether or not a Contestant is eligible for this competition and such determinations shall be final.

Candidates must be willing to commit to signing a minimum one-year lease from one of the participating spaces, which are available for lease at the end of the competition. If none of these spaces are suitable for the winning business, another location may be sourced from within the DHBIA boundaries, subject to availability and the Committee's sole and absolute discretion on whether the proposed space is an acceptable substitute.

Candidates must have submitted an entry into the Competition by the deadline date as described on the DHBIA website to have their business considered as part of the Competition.

All Candidates must submit a business plan based on the requirements and timelines set out on the DHBIA's website.

General Rules

In-kind prizes (including gift certificates) are not transferable and may not be redeemed for cash. Prizes may be substituted by the DHBIA for a prize of equal value in its sole discretion. In-kind prizes may have an expiry date and prize winners shall not request extensions or substitutions and any such requests will be denied.

The Committee will review all completed and submitted business plans, and other supporting documents submitted by the Contestants. Printed and digital business plan proposals submitted for consideration to the competition will not be returned. Revisions, additions and/or substitutions to submitted business plans will not be accepted – Contestants are encouraged to “put their best foot forward” when submitting their final business plan.

All decisions, judgments, and selections of the committee are at the sole and absolute discretion of the Committee and are final with no right of appeal. Individual feedback and scoring from Committee members will not be provided to Contestants, however the Committee may provide aggregate feedback to Contestants if requested.

The DHBIA and its partners reserve the right to use all participants’ names, likenesses, pictures, portraits, voice, biographical information, written submissions, and written or oral statements, for advertising and promotional purposes without additional compensation to participants unless required by law.

Each Contestant advancing to the final phase of the competition may be asked to submit proof of their financial status and agree to having a background/reference check and/or a credit check if required.

All Contestants must identify any potential conflicts of interest with the DHBIA when submitting their application, including any material relationship (personal or professional) with an existing member of the DHBIA. By discussing a potential conflict, the DHBIA can clarify with the applicant whether it could be an issue. The Committee will be notified of such potential conflicts of interests by the DHBIA.

Application and Selection Process

The Committee will review all complete application and business plans and will select the top 10 businesses (the “Top 10”) to advance to the next phase of the competition and to receive a series of three free business workshops presented by Competition partners. The Top 10 must complete all three workshops to the DHBIA’s satisfaction in order to remain as a Contestant.

The DHBIA and its partners may provide ongoing site selection and business development support to all Contestants wishing to relocate their business to the DHBIA levy area, based on Contestant eligibility and available resources. Contestants are encouraged to discuss any questions about the benefits of relocation with the DHBIA.

The Top 10 can obtain further assistance with their business plan submission from other business assistance services during the competition, if they choose. Any/all additional services utilized will be at the candidate’s own expense and not reimbursed by the DHBIA. However, mentoring will be provided at no expense to the Contestants by the Hamilton Business Centre in accordance with their eligibility guidelines and program requirements.

The Top 10 must submit their finalized business plans and supporting documents to the DHBIA by a deadline set out at Appendix A.

The Top 10 will be expected to present their respective business plans to the Committee and be asked to demonstrate via a business plan presentation on how the business will be displayed, marketed, etc. During this appearance, the finalists must be prepared to answer questions from the Committee and demonstrate product and business acumen as well as discuss financial planning for the purpose of sustaining a minimum one---year commitment to lease.

The Winner will be announced at the Finale Event.

In the event the Winner cannot make suitable leasing arrangements to set up their business within the timeline provided in Appendix A, the Winner will be disqualified from the Competition and the prize may be awarded to an alternate winner as selected by the Committee to fulfill the role of the Winner.

The Winner will be provided with a list of possible locations within the Downtown Hamilton BIA boundaries and the Winner must then negotiate with the property owner(s) and construct a working lease agreement no later than the timeline as described in the Appendix A. If the Winner does not achieve a grand opening on or before the timeline as described in the Appendix A, the grand prize is forfeited and will be awarded/offered to a runner-up by the Committee.

By accepting the grand prize package, the Winner releases and discharges the DHBIA and its partners, participating sponsors, information providers, content providers, advertisers, advertising agencies, promotional and marketing agencies, and any other legal entity involved with or otherwise providing services related to this competition and all their respective employees, officers, directors, representatives and agents from any liability or damage due in whole or in part to the award, acceptance, possession, use or misuse of the grand prize or from participation in this competition.

Information regarding the Winner will be posted on the Downtown Hamilton BIA website and will be released to the public through media alerts and other written, printed, digital and oral venues.

Grand Prize

One Contestant will be selected as the winner of the Competition (the “Winner”) to receive the grand prize of one years’ rent contributions towards the leasing of eligible office premises located within the DHBIA levy area (the “Eligible Premises”), up to the threshold set out in these Rules.

The DHBIA will provide a pre-approved list of Eligible Premises, along with a brief summary of the costs and features of such premises. The DHBIA receives this information from landlords and property managers and does not warranty the accuracy of such information. The Eligible Premises on the pre-approved list have not been reserved for the Competition and may not be available for the Winner at the end of the Competition.

The Winner may propose Eligible Premises which are not on the DHBIA’s pre-approved list and the Committee may, in its sole discretion, approve the Eligible Premises proposed by the Winner.

If selected as the Winner the Contestant agrees to accept the prize award from the DHBIA and its partners, and to enter into a lease for the Eligible Premises for a term of at least one year. The final lease agreement (the “Lease”) will be negotiated directly between the landlord/property agent for the Eligible Premises and the Winner. The DHBIA and its partners will not participate in such negotiations, and professional fees incurred by the Winner (if any) will be at the Winner’s sole expense.

The DHBIA will pay up to \$2,500 per month directly to the landlord of the Eligible Premises (the “Prize Payments”), which shall be applied firstly to base rent, and secondly to additional rent (excluding any expense for capital or structural repairs or upgrades). The Winner is responsible for paying any amount of base rent, additional rent, or additional expense in respect of the Eligible Premises in excess

of the Prize Payment. No amount of the Prize Payments may be allocated to leasehold improvements, capital or structural repairs or upgrades, moving costs, chattels or fixtures, pre-paid rent, last month's rent deposit, or any amount in respect of a default in the Winner's obligations under the Lease. Surplus Competition funds, if any, shall not be paid to the Winner.

The Winner may be asked to provide a viable budget detailing their ability to generate any income needed to cover expenses above and beyond the Prize Payment supplied by the DHBIA. Neither the DHBIA nor its partners will not guarantee the obligations of the Winner under the Lease and will not be liable for any default of any party under the Lease.

The DHBIA will not pay any amount in respect of an adjustment of additional rent assessed by the landlord of the Eligible Premises. For greater clarity, the Prize Payment may only be applied to additional rent obligations imposed by the landlord in the month that the Prize Payment is issued by the DHBIA and may not be used for a retroactive adjustment in respect of prior monthly periods.

If the Lease is terminated by any party for any reason, or if the Winner closes their business or vacates the Eligible Premises prior to the end of the first year of the Lease term, the DHBIA will terminate all Prize Payments and may re-allocate any residual Competition funds to a runner-up. The Winner shall be solely responsible for all obligations under the Lease, including the payment of base and additional rent, if Prize Payments are terminated in accordance with this provision. The DHBIA shall not be liable for any claim or injury arising from the Winner's default in its obligations under the Lease.

The DHBIA may, in its sole discretion, require the Winner and the landlord of the Eligible Premises to execute a release in favour of the DHBIA as a condition of the release of any Prize Payments.

Winner's Obligation

The Winner will be obligated to;

- Execute a minimum one-year lease for an office space, within the DHBIA boundary;
- Ensure his/her business is eligible to open in DHBIA boundary (including complying with applicable zoning rules, by-laws, etc.);
- Occupy the Eligible Premises and operate the Contestant's business from those premises no later than the date as described in Appendix A; and
- Comply with the terms of the Lease and these rules.

The Winner may not assign the Lease or sublet any part of the leased space during the first year unless outlined in the business plan submitted and approved in advance by the Committee in writing at the Committee's sole and absolute discretion.

The Winner shall indemnify the DHBIA and its partners, agents, employees and affiliates from all claims arising from its participation in the Competition and/or its leasing of the Eligible Premises, including reasonable legal fees and disbursements on a substantial indemnity basis.

I, _____ (Contestant of Win This Space competition) have read the above, and confirm that I meet the eligibility requirements of the Win This Space competition and will abide by the Official Rules and Regulations and winner's obligations as set forth herein.

Contestant Signature

Date

Witness

Date

Appendix A: 2019-2020 Win This Space Important Dates

****Deadlines may be subject to change. All changes to these deadlines will be communicated to Contestants by email, and changes will be posted on the Competition website****

October 8, 2019 (Tuesday, 5:30PM): Official Launch (Application Submission Starts)

November 22, 2019 (Friday, 4:00PM): Application Deadline

November 29, 2019 (Friday, 5:30PM-8:30PM): Top 10 Selection (Private Event)

December 4, 2019 (Wednesday, 6:00PM-8:00PM): Top 10 Finalists Orientation

January 6 - 24, 2020 (Various dates/times): Workshops at Hamilton Business Centre

February 6, 2020 (Thursday, 11:59PM): Business Plan with Executive Summary Due Date

February 7 - 14, 2020 (Friday-Monday): Judges Review & Score Top 10 Business Plans

February 25, 2020 (Tuesday, 5:30PM-8:30PM): Interview with Judges

February 26 - March 5, 2020 (Wednesday-Monday): Final Scoring

March 10, 2020 (Tuesday, 5:30PM-8:00PM): Finale Event (Winner Announcement)

April 1, 2020: Location Selection

*The Winner must choose one of the participating locations by this date and notify the DHBIA.

