

## 2023 Start-Up Business Contest Contest Rules

## **Conditions of Entry**

All individuals are expected to abide by the specific rules as well as the overall spirit of the competition. The Organizer (Regional District of Bulkley-Nechako) reserves the right in its sole and absolute discretion to disqualify any individual that violates the rules, regulations, or spirit of the competition.

The competition is for new, independent ideas which have potential to develop into a viable business. Qualifying entries include:

- proposed new businesses that must be ready to begin start-up process within 6 months of contest closing;
- existing small business that must have must have started operations in January 2020 or later;
- an existing business that has plans to diversify, innovate, or scale their business within 6 months of contest closing.

The Organizer reserves the right in its sole and absolute discretion to exclude entrants who do not meet these criteria.

The competition is open to any individual meeting the eligibility requirements outlined above. Each individual is personally responsible for the content of all entry materials required for the competition but may obtain support or assistance during preparation as needed.

Finalists from previous RDBN Start-up Business Contests are ineligible to enter.

## **Confidentiality and Intellectual Property**

Business Ideas that are dependent upon licensing technologies from universities or research labs are not excluded from the competition and will be encouraged on condition that they have not been commercialized prior to entry.

Entries should be made subject to applicable intellectual property and other regulations as set out below or in force from time to time. It is a condition of entry into the competition that each individual: (i) ensures that no third party other than him/her has any intellectual property or rights in the Business Idea which may hinder its exploitation; and (ii) indemnifies the Organizer on demand for all liability incurred by the Organizer in connection with a breach of any third party rights. The Organizer intends that each individual that develops a Business Idea will retain all legal and equitable rights to the Business Idea at all times prior to and following the competition except as stated below.

In no event shall the Organizer be liable for any infringement of the individual's intellectual property or other rights.



Entries in Step 3 of the competition are considered to be 'open.' Entrants should ensure that no confidential information is disclosed at this stage. All members of the selection panel with access to the entries for Step 1 and 2 will sign a confidentiality agreement. The Organizer of the competition has taken reasonable measures to ensure the confidentiality of your entries. The sponsors of the competitions and the selection panel members include organizations and individuals that work with entrepreneurs and invest in their ideas. Selection panel members and mentors will agree to a confidentiality agreement. Copies of these confidentiality agreements are available upon request. The Organizer cannot, and will not, take further responsibility to protect the intellectual property or other rights of the entrants.

The protection of intellectual property or other rights of the entrants is the ultimate responsibility of each entrant. Entrants must mark "confidential" on any portion of their entries that they consider to be confidential.

Entrants should be careful about disclosing any patentable concepts in the entries. Entrants looking to incorporate are strongly advised to seek professional advice on the issues surrounding Intellectual Property Rights. The oral presentations and question/answer sessions are open to the public at large. These public sessions may be broadcast to interested persons through any media. Any data or information discussed or divulged in public sessions by an individual should be considered information that will likely enter the public realm, and individuals should not assume any right of confidentiality of any data or information discussed, divulged or presented in these sessions.

The Organizer may use any of the content from Stage 3 of the competition in any book or other printed or promotional materials and in any medium that it may produce. None of the material from Stages 1 or 2 will be publicized or used by the Organizer sponsors without the permission of the entrant(s).

It is a condition of entry that each entrant grants the Organizer a non-exclusive, irrevocable world-wide right in all languages, and in all media, to use or to publish the Stage 3 content in any book, other printed materials, videotapes or other medium.

It is a condition of entry that each individual agrees to allow the organizer to provide their personal information to the selection committee for the purpose of this contest.

Furthermore, the organizer will not provide personal information to the media or public use unless permission is granted by the entrant(s).

The decision of the selection panel is final and will not be open to appeal.