

# BMO Celebrating Women Grant Program

## Official Terms and Conditions

### 1. KEY DATES:

*BMO Celebrating Women Grant Program* (the “**Program**”) is administered by Bank of Montreal (“**BMO**” or “**Sponsor**”) and is governed by these Official Terms and Conditions (the “**Terms**”). The application period for the Program begins on July 26, 2021 at 12:00:00 a.m. Eastern Time (“**ET**”) and ends on August 13, 2021 at 11:59:59 p.m. ET (the “**Program Period**”).

### 2. ELIGIBILITY:

Having an account with BMO is not required to participate and will not increase or otherwise impact your opportunity to receive a Grant (as defined below in Section 9).

The Program is open to residents of Canada who (at the time of participation, selection and fulfillment):

- a. have reached the legal age of majority in their province/territory of residence;
- b. are not an employee, representative or agent (or domiciled with any such person, whether related or not) of the Sponsor, its associated and affiliated entities, advertising/promotion agencies or any other individual(s), entity or entities involved in the development, production, implementation, administration, judging or fulfillment of the Program (collectively with the Sponsor, the “**Program Parties**”);
- c. did not receive a grant from the BMO Celebrating Women Grant Program in 2020; and
- d. have the unencumbered authority to: (i) participate in the Program on behalf of the Eligible Small Business; and (ii) legally bind the Eligible Small Business – including, without limitation, to these Terms and to any other required documentation as contemplated in these Terms.

(an “**Applicant**”).

For the purposes of the Program, an “**Eligible Small Business**” is a corporation, organization, partnership or sole proprietorship that meets all of the following criteria:

- a. must be fifty-one percent (51%) or more owned and controlled by a woman, women and/or by an individual or individuals who self-identify as women;
- b. must be a for-profit business that has been in operation selling a product or service for a minimum of two (2) years as of January 1, 2021;

- c. must be an active and operational business that lawfully operates in Canada in accordance with all applicable laws, licenses and regulations;
- d. must have annual revenue of ten million Canadian dollars (\$10,000,000 CAD) or less;
- e. must have fifty percent (50%) or more of its annual revenue tied to business sales with Canadian businesses and/or Canadian consumers; **and**
- f. must have its head office or principal place of business located in any province or territory of Canada.

(collectively, the “**Eligible Small Business Requirements**”).

#### **IMPORTANT NOTES:**

- To be considered as an Eligible Small Business, the corporation, organization, partnership or sole proprietorship must meet all of the Eligible Small Business Requirements (as determined by BMO in its sole and absolute discretion) at the time of participation, selection and fulfillment.
- BMO reserves the right, in its sole and absolute discretion at any time, to require proof of identity and/or eligibility (in a form acceptable to BMO) for the purposes of verifying eligibility to participate in the Program. Failure to provide such proof to the complete satisfaction of BMO within the timeline specified by BMO may result in disqualification in the sole and absolute discretion of BMO.
- BMO reserves the right, in its sole and absolute discretion at any time, to disqualify any Applicant and/or Eligible Small Business if BMO determines that allowing such Applicant and/or Eligible Small Business to participate in (or continue to participate in) the Program could bring BMO into public disrepute or in any way impact the good standing or reputation of BMO in the eyes of the general public. BMO’s decisions on all matters arising in this regard shall be final and binding without right of appeal.
- BMO and the other Program Parties will not provide individual feedback on Applications (as defined below in Section 4) – except as determined by BMO in its sole and absolute discretion.

#### **3. AGREEMENT TO BE LEGALLY BOUND BY TERMS:**

By participating in the Program, Applicant (on her/his own behalf and on behalf of the Eligible Small Business) is signifying agreement to be legally bound by these Terms.

#### **4. HOW TO SUBMIT AN APPLICATION:**

To submit an application to the Program (an “**Application**”), an Applicant must go to <https://bmoforwomen.com/celebrating-women/bmo-celebrating-women-grant-program/> (the “**Website**”) and follow the on-screen instructions and prompts to create an account and password. After creating and logging-in to their account, the Applicant must access the

Official Application Form (the “**Form**”). Next, the Applicant must fully complete the Form with all required information (adhering to any and all requirements indicated on the Form – including, but not limited to, word and/or character count limitations). As part of the Application, the Applicant will also be required to submit a hyperlink (the “**Link**”) on the Form to a video (“**Video**”) regarding the Eligible Small Business. The Video must: (i) be between sixty seconds (60s) and one-hundred and twenty seconds (120s) in length; (ii) be in English and/or French; (iii) comply with these Terms (including, but not limited to, the Submission Requirements in Section 8); and (iv) depict, discuss or otherwise address the following: *“We want to hear your sustainability story and your passion about this subject. Tell us why sustainability is important to you. What is it about this important subject that resonates with you?”*. Once the Applicant has fully completed the Form with all required information (including, but not limited to, providing a Link to the Video) and pressed ‘Submit Application’, the Applicant will see a pop up box to confirm that they are ready to submit their Application. Once the Applicant confirms that they are ready to submit their Application, they will receive an email from [bmoformen@hockeystick.co](mailto:bmoformen@hockeystick.co) to confirm receipt of the Application. To be eligible, an Application must be submitted by and received from an Applicant in accordance with these Terms during the Program Period.

For examples of sustainability outcomes and sample metrics, please go to:

<https://bmoformen.com/wp-content/uploads/2021/05/BMO-Celebrating-Women-Grant-Program-Examples-of-Measuring-Sustainability-Impacts.pdf>

For a list of frequently asked questions (FAQ) about the Program, please go to:

<https://bmoformen.com/wp-content/uploads/2021/05/BMO-Celebrating-Women-Grant-Program-Frequently-Asked-Questions.pdf>

### **IMPORTANT NOTES:**

- Videos will **NOT** be judged in Stage 1 (Selection of 72 Semi-Finalists). For the avoidance of any doubt, Videos will only be judged for those Applicants who make it to Stage 2 (Selection of 36 Finalists) and Stage 3 (Selection of 18 Recipients) in accordance with these Terms.
- The Video must be posted by the Applicant on a third party platform (a “**Platform**”). The Applicant is solely responsible for ensuring that: (i) the Video complies with the applicable terms, rules, policies and guidelines of the applicable Platform (the “**Platform Rules**”) on which the Video is posted; and (ii) the Applicant has set the privacy settings on their Platform account in a manner that allows BMO to view the Video via the Link (or, as applicable, has provided the password). Neither BMO nor any of the other Released Parties (as defined below) will be responsible for the inability to view the Video for any reason – including, but not limited to, as a result of the Applicant’s privacy settings or otherwise. Any Video that does not meet the specifications outlined above or that otherwise does not comply with these Terms or the Platform Rules is subject to disqualification in the sole and absolute discretion of BMO. The Program is in no way sponsored, endorsed or administered by, or associated with any Platform. Each Platform is hereby completely released of all liability by each Applicant (on their own behalf and on behalf of the Eligible Small Business) in this Program. Any questions, comments or complaints regarding the Program must be directed to BMO and not to a Platform.

- To be eligible, an Application must be submitted by an Applicant through the Website in accordance with the on-screen instructions and prompts on the Website. Applications will not be accepted by any other means. BMO encourages each Applicant to carefully review the Website for more details regarding the submission process for the Program.
- **There is a limit of one (1) Application per Eligible Small Business.** Note, however, that the same Applicant can submit an Application in relation to more than one (1) Eligible Small Business but, in any such case, would only be eligible to receive one (1) Grant (as defined below in Section 9) under the Program.
- If it is discovered by BMO (using any evidence or other information made available to or otherwise discovered by BMO) that any individual and/or entity has attempted to use any means not in keeping with BMO's interpretation of the letter and/or spirit of these Terms to enter or otherwise participate in or to disrupt the Program; then such individual and/or entity may be disqualified from participating in the Program in the sole and absolute discretion of BMO.
- BMO will share anonymized information from Applications with external research partners as part of a research study to understand the sustainability impacts of Eligible Small Business.

The Program Parties and each of their respective agents, employees, shareholders officers, directors, members, agents, successors and assigns (collectively, the "**Released Parties**") are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Materials (as defined below in Section 6) (all of which are void).

## 5. SELECTION PROCESS (STAGE 1 – SELECTION OF 72 SEMI-FINALISTS):

The first stage of the selection process will be completed by a panel of judges (the "**Stage 1 Judges**"). The Stage 1 Judges will review each Application submitted on the basis of the following weighted criteria (the "**Stage 1 Criteria**"):

Stage 1 Criteria	Weight
1. Describe how the Applicant is contributing to social, environmental and/or economic sustainability outcomes with the Eligible Small Business by creating a positive impact, or minimizing negative impacts, for customers, communities, employees and/or other stakeholders. Clearly indicate the stakeholders who are impacted.	35%
2. Explain how the Applicant is measuring the sustainability impact(s) the Eligible Small Business is having. Please share the quantifiable results that the Applicant's impact is having, or expected to have, on an annual basis. If possible, share historical impact results with two (2) years history and the targets the Applicant is tracking towards.	35%

<b>Stage 1 Criteria</b>	<b>Weight</b>
3. How does the Applicant plan to allocate the funds should they become a Grant recipient and how would the funds support the Applicant's sustainability initiatives or impacts?	20%
4. What impact would the Grant, if received, have on the Eligible Small Business overall?	10%
<b>Total</b>	<b>100%</b>

Each eligible Application will be given a score (the "**Stage 1 Score**") by the Stage 1 Judges.

The eligible Applicants associated with the top seventy-two (72) Stage 1 Scores (as determined by the Stage 1 Judges, in their sole and absolute discretion) will each be selected as an eligible semi-finalist (a "**Semi-Finalist**").

In the event of a tie between two or more eligible Applications based on Stage 1 Score, the eligible Applicant associated with the eligible Application – from amongst all such eligible Applications that are tied – with the highest score on Stage 1 Criteria 1 (followed in the event of a further tie by Criteria 2, then Criteria 3, then Criteria 4) will be selected as the eligible Semi-Finalist. In the event of an exact tie based on Stage 1 Criteria 1, 2, 3 and 4, the Stage 1 Judges will re-judge any such tied Applications to break the tie in accordance with the preceding procedure. Stage 1 judging is scheduled to be completed on or about September 10, 2021 (the "**Stage 1 Selection Date**").

BMO or its designated representative will make a minimum of two (2) attempts to contact each eligible Semi-Finalist within three (3) business days of the Stage 1 Selection Date. If an eligible Semi-Finalist cannot be contacted as outlined above, or if there is a return of any notification as undeliverable; then such eligible Semi-Finalist may, in the sole and absolute discretion of BMO, be disqualified (and, if disqualified, will forfeit all rights to be a Semi-Finalist) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible Semi-Finalist from among the remaining eligible Applications submitted and received in accordance with these Terms (in which case the foregoing provisions of this section shall apply to such newly selected eligible Semi-Finalist). Odds of being selected as an eligible Semi-Finalist depend on the number and calibre of eligible Applications submitted and received in accordance with these Terms.

## **6. SELECTION PROCESS (STAGE 2 – SELECTION OF 36 FINALISTS):**

The second stage of the selection process will be completed by a new panel of judges (the "**Stage 2 Judges**") appointed by BMO. The Stage 2 Judges will review each Semi-Finalist's Application, Video and any other materials requested by Sponsor and provided by the Semi-Finalist (individually and collectively, the "**Materials**") on the basis of the following weighted criteria (the "**Stage 2 Criteria**"):

<b>Stage 2 Criteria</b>	<b>Weight</b>
1. Content of Video	15%
2. Describe how the Applicant is contributing to social, environmental and/or economic sustainability outcomes with the Eligible Small Business by creating a positive impact, or minimizing negative impacts, for customers, communities, employees and/or other stakeholders. Clearly indicate the stakeholders who are impacted.	30%
3. Explain how the Applicant is measuring the sustainability impact(s) the Eligible Small Business is having. Please share the quantifiable results that the Applicant's impact is having, or expected to have, on an annual basis. If possible, share historical impact results with two (2) years history and the targets the Applicant is tracking towards.	30%
4. How does the Applicant plan to allocate the funds should they become a Grant recipient and how would the funds support the Applicant's sustainability initiatives or impacts?	15%
5. What impact would the Grant, if received, have on the Eligible Small Business overall?	10%
<b>Total</b>	<b>100%</b>

Each Semi-Finalist's Materials will be given a new score (the "**Stage 2 Score**") by the Stage 2 Judges. Note, the Stage 1 Score from the first phase of selection (Section 5) does not carry-forward to be included or factored into the Stage 2 Score.

There will be nine (9) Stage 2 Judges. Each Stage 2 Judge will select four (4) eligible Semi-Finalists in their sole and absolute discretion – each of whom will become an eligible finalist (a "**Finalist**"). Stage 2 judging is scheduled to be completed on or about September 28, 2021 (the "**Stage 2 Selection Date**").

BMO or its designated representative will make a minimum of two (2) attempts to contact each eligible Finalist within three (3) business days of the Stage 2 Selection Date. If an eligible Finalist cannot be contacted as outlined above, or if there is a return of any notification as undeliverable; then such eligible Finalist may, in the sole and absolute discretion of BMO, be disqualified (and, if disqualified, will forfeit all rights to be a Finalist) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible Finalist from among the remaining eligible Materials submitted and received by Semi-Finalists in accordance with these Terms (in which case the foregoing provisions of this section shall apply to such newly selected eligible Finalist). Odds of being selected as an eligible Finalist depend on the calibre of eligible Materials submitted and received by Semi-Finalists in accordance with these Terms.

## **7. SELECTION PROCESS (STAGE 3 – SELECTION OF 18 RECIPIENTS):**

If a Semi-Finalist passes the second stage of the selection process (as determined by BMO, in its sole and absolute discretion), then the Semi-Finalist will participate in the third and final stage of the selection process as a Finalist.

The third and final stage of the selection process will be completed by a panel of BMO judges (the “**Stage 3 Judges**”) appointed by BMO. The Stage 3 Judges will review each Finalist’s Materials on the basis of the following weighted criteria (the “**Stage 3 Criteria**”):

<b>Stage 3 Criteria</b>	<b>Weight</b>
1. Stage 2 Score	20%
2. Content of Video	10%
3. Describe how the Applicant is contributing to social, environmental and/or economic sustainability outcomes with the Eligible Small Business by creating a positive impact, or minimizing negative impacts, for customers, communities, employees and/or other stakeholders. Clearly indicate the stakeholders who are impacted.	25%
4. Explain how the Applicant is measuring the sustainability impact(s) the Eligible Small Business is having. Please share the quantifiable results that the Applicant’s impact is having, or expected to have, on an annual basis. If possible, share historical impact results with two (2) years history and the targets the Applicant is tracking towards.	25%
5. How does the Applicant plan to allocate the funds should they become a Grant recipient and how would the funds support the Applicant’s sustainability initiatives or impacts?	10%
6. What impact would the Grant, if received, have on the Eligible Small Business overall?	10%
<b>Total</b>	<b>100%</b>

Each Finalist’s Materials will be given a new score (the “**Stage 3 Score**”) by the Stage 3 Judges. Note, the Stage 1 Score from the first phase of selection (Section 5) does not carry-forward to be included or factored into the Stage 3 Score. However, the Stage 2 Score from the second phase of selection (Section 6) does carry-forward to be factored into the Stage 3 Score.

The eligible Finalists associated with the top eighteen (18) Stage 3 Scores (as determined by BMO, in its sole and absolute discretion) will each be selected as an eligible recipient (a “**Recipient**”).

In the event of a tie between two or more eligible Finalists based on Stage 3 Score, the eligible Finalist associated with the eligible Materials – from amongst all such eligible

Materials that are tied – with the highest score on Stage 3 Criteria 1 (followed in the event of a further tie by Criteria 2, then Criteria 3, then Criteria 4, then Criteria 5, then Criteria 6) will be selected as the eligible Recipient. In the event of an exact tie based on all Stage 3 Criteria, a new panel of BMO judges will be appointed by the Sponsor to break the tie in accordance with the preceding procedure. Stage 3 judging is scheduled to be completed on or about October 27, 2021 (the “**Stage 3 Selection Date**”).

BMO or its designated representative will make a minimum of two (2) attempts to contact each eligible Recipient within three (3) business days of the Stage 3 Selection Date. If an eligible Recipient cannot be contacted as outlined above, or if there is a return of any notification as undeliverable; then such eligible Recipient may, in the sole and absolute discretion of BMO, be disqualified (and, if disqualified, will forfeit all rights to be a Recipient and receive a Grant) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible Recipient from among the remaining eligible Materials submitted and received by Finalists in accordance with these Terms (in which case the foregoing provisions of this section shall apply to such newly selected eligible Recipient). Odds of being selected as an eligible Recipient depend on the calibre of eligible Materials submitted and received by Finalists in accordance with these Terms.

In the event the Applicant is one of the Finalists being evaluated under Stage 3, the Applicant consents to BMO reviewing, collecting and using personal information regarding the Applicant found in publically available government or public registries, directories, Internet sites, social media or other publications, that may show whether the Applicant has: A) committed an offense involving moral turpitude under federal, provincial/territorial or local laws; (B) engaged in behaviour that may bring the Applicant or BMO into public disrepute, contempt, scandal, or ridicule; (C) engaged in behaviour that insults or offends the community or any substantial group thereof. If BMO learns that the Applicant has engaged in such behaviour, as determined by BMO at its sole discretion, BMO shall have the right, at its sole option, to disqualify the Applicant. Any information will be handled in accordance with BMO’s Privacy Code (<https://www.bmo.com/main/about-bmo/privacy-security/our-privacy-code/>) .

## **8. SUBMISSION REQUIREMENTS AND LICENSE:**

BY PARTICIPATING IN THE PROGRAM, THE APPLICANT AGREES (ON HER/HIS OWN BEHALF AND ON BEHALF OF THE ELIGIBLE SMALL BUSINESS) THAT ANY AND ALL MATERIALS SUBMITTED TO BMO COMPLY WITH ALL CONDITIONS STATED IN THESE TERMS. THE RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OF ANY MATERIALS SUBMITTED TO BMO; AND/OR (II) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY SUCH MATERIALS AND/OR ANY PERSONAL INFORMATION. THE RELEASED PARTIES SHALL BE HELD HARMLESS BY THE APPLICANT AND THEIR ELIGIBLE SMALL BUSINESS IN THE EVENT IT IS DISCOVERED THAT THE APPLICANT AND/OR THEIR SMALL BUSINESS DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THESE TERMS. THIS RELEASE AND INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE TERMINATION OF THE PROGRAM AND/OR AWARDING OF ANY GRANTS.

By participating in the Program, each Applicant (on her/his own behalf and on behalf of the Eligible Small Business) hereby warrants and represents to BMO that any and all Materials submitted to BMO by the Applicant:

- i. are original to the Applicant and/or that the Applicant has obtained all necessary rights in and to such Materials for the purposes of submitting such Materials to BMO in relation to participation in the Program;
- ii. do not violate any law, statute, ordinance or regulation;
- iii. do not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the legal age of majority in their jurisdiction of residence;
- iv. will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and
- v. will not contain, depict, include, discuss or otherwise involve any materials that are or could be considered inappropriate, unsuitable or offensive, all as determined by BMO in its sole and absolute discretion.

BMO reserves the right, in its sole and absolute discretion at any time, to request an Applicant to modify, edit and/or re-submit any Materials for any reason. If such an action is necessary at any point in time, then BMO reserves the right, in its sole and absolute discretion, to take whatever action it deems necessary based on the circumstances to help ensure that the Program is being conducted in accordance with BMO's interpretation of the letter and spirit of these Terms.

By participating in the Program, each Applicant (on her/his own behalf and on behalf of the Eligible Small Business) hereby: (i) grants to BMO, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use all submitted Materials, in whole or in part, for advertising or promoting the Program or for any other reason (including, but not limited to, sharing anonymized information from Applications with external research partners as part of a research study to understand the sustainability impacts of women-owned businesses); (ii) waives all moral rights in and to the submitted Materials in favour of BMO (and anyone authorized by BMO to use such Materials); and (iii) agrees to release and hold harmless the Released Parties from and against any and all claims, damages, liabilities, costs, and expenses arising from use of the submitted Materials, including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related or other cause of action whatsoever.

By participating in the Program, each Applicant (on her/his own behalf and on behalf of the Eligible Small Business) hereby understands, acknowledges and agrees that: (i) BMO is not considering any submitted Materials in confidence and that BMO may disclose any

submitted Materials in accordance with these Terms and BMO's Privacy Code (<https://www.bmo.com/main/about-bmo/privacy-security/our-privacy-code/>); (ii) BMO is not, and will not be, bound by any confidentiality obligations, unless specifically stated in a written and signed agreement executed between the Eligible Small Business and BMO; (iii) BMO is not admitting that any submitted Materials are novel, proprietary, or original; (iv) any submitted Materials may be similar or identical to projects, products, ideas, or other materials that BMO may already be aware of and/or developed or in the process of developing; (v) BMO is not, and will not be, under any obligation with respect to any submitted Materials, including, but not limited to, to pay any compensation and/or give any credit, unless specifically stated in a written and signed agreement executed between an Eligible Small Business and BMO; and (vi) the forgoing provisions apply equally to any other material(s), idea(s), concept(s) or other property (in any form whatsoever) that an Applicant may submit, or have submitted, to BMO before, on or after participation in the Program.

## **9. GRANTS:**

Each confirmed Recipient will be eligible to receive a financial grant (the "**Grant(s)**") by BMO.

### **Top 10:**

Each confirmed Recipient who achieved a Top 10 Stage 3 Score will receive:

- \$10,000 CAD (payable to the Eligible Small Business);
- One (1) BMO Celebrating Women Personalized Crystal Vase; and
- A profile on BMOforWomen.com and certain BMO social channels (as determined by BMO in its sole and absolute discretion).

The total approximate retail value of each Grant is \$10,200 CAD.

### **Runner-Up:**

Each confirmed Recipient who achieved a Stage 3 Score in eleventh to eighteenth place will receive:

- \$2,500 CAD (payable to the Eligible Small Business);
- One (1) BMO Celebrating Women Personalized Crystal Vase; and
- A profile on BMOforWomen.com and certain BMO social channels (as determined by BMO in its sole and absolute discretion).

The total approximate retail value of each Grant is \$2,700 CAD.

Prior to be able to receive a Grant, the Applicant (on their own behalf and on behalf of the Eligible Small Business) will be required to properly execute and return BMO's formal grant agreement (the "**Agreement**"). The Agreement will require, among other things: (i) certain reporting and spending requirements with regards to how the Grant is being used by the

Eligible Small Business; and (ii) agreement to have the Applicant appear in certain publicity and promotional materials and/or events relating to the Program.

Each Grant must be accepted as awarded and is not transferable or assignable (except as may be specifically permitted by BMO in its sole and absolute discretion). The Eligible Small Business will be solely responsible for the reporting and payment of any tax obligations.

If any eligible Recipient: (a) fails to properly execute and return the Agreement (along with any other information and/or documents that may be required by BMO in its sole and absolute discretion) within the time frame specified by BMO; (b) cannot accept (or is unwilling to accept) the Grant for any reason; and/or (c) is determined to be in violation of these Terms (all as determined by BMO in its sole and absolute discretion); then the Applicant and their Eligible Small Business may, in the sole and absolute discretion of BMO, be disqualified (and, if disqualified, will forfeit all rights to a Grant) and BMO reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible Recipient in accordance with these Terms (in which case the foregoing provisions of this section shall apply to such newly selected eligible Recipient).

## **10. GENERAL CONDITIONS:**

The Program is subject to all applicable federal, provincial, territorial and municipal laws. The decisions of BMO with respect to all aspects of the Program are final and binding on all participants without right of appeal.

**ANYONE DEEMED BY BMO TO BE IN VIOLATION OF BMO'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE TERMS FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF BMO AT ANY TIME.**

The Released Parties will not be liable for: (i) any failure of any website or any platform; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Materials, Link (and, if applicable, password) and/or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to any individual's and/or entity's computer(s) or other device(s) related to or resulting from participating in the Program; (v) anyone being incorrectly and/or mistakenly identified as a Grant recipient or an eligible Grant recipient; and/or (vi) any combination of the above.

BMO reserves the right, in its sole and absolute discretion, to require proof (in a form acceptable to BMO): (i) for the purposes of verifying the eligibility and/or legitimacy of any Materials and/or other information entered (or purportedly entered) for the purposes of participating in the Program; and/or (ii) for any other reason BMO deems necessary, in its

sole and absolute discretion, for the purposes of administering the Program in accordance with BMO's interpretation of the letter and spirit of these Terms. Failure to provide such proof to the complete satisfaction of BMO within the timeline specified by BMO may result in disqualification in the sole and absolute discretion of BMO. The sole determinant of the time for the purposes of the Program will be the official time keeping device(s) used by BMO.

BMO reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the “**Régie**”) in Quebec, to withdraw, amend or suspend the Program (or to amend these Terms) in any way, in the event of any cause beyond the reasonable control of BMO that interferes with the proper conduct of the Program as contemplated by these Terms, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever.

Any attempt to undermine the legitimate operation of the Program in any way (as determined by BMO in its sole and absolute discretion) may be a violation of criminal and/or civil laws and should such an attempt be made, BMO reserves the right to seek remedies and damages to the fullest extent permitted by law.

BMO reserves the right, subject only to the approval of the Régie in Quebec, to cancel, amend or suspend the Program, or to amend these Terms, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever.

By participating in the Program, each Applicant (on her/his own behalf and on behalf of the Eligible Small Business) expressly consents to BMO, its agents and/or representatives, storing, sharing and using any personal information submitted for the purpose of administering the Program and in accordance with BMO's Privacy Code (available at: <https://www.bmo.com/main/about-bmo/privacy-security/our-privacy-code/>). This section does not limit any other consent(s) that an individual or entity may provide or have provided to BMO or others in relation to the collection, use and/or disclosure of personal information.

BMO reserves the right, subject only to the approval of the Régie in Quebec, to adjust any of the dates, timeframes and/or other mechanics stipulated in these Terms, to the extent deemed necessary by BMO, for purposes of verifying compliance by any participant, Materials and/or other information with these Terms, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of BMO, in its sole and absolute discretion, affect the proper administration of the Program as contemplated in these Terms, or for any other reason.

In the event of any discrepancy or inconsistency between these English Terms and disclosures or other statements contained in any Program-related materials, including, but not limited to: the Website, French version of these Terms, point of sale, television, print or online advertising and/or any instructions or interpretations of these Terms given by any

representative of BMO; the terms and conditions of these English Terms shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

**For Quebec residents:** *Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.*

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms or the rights and obligations of participants, BMO or any of the other the Released Parties in connection with the Program will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law Terms or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Terms or relating to the Program.