

VISION ZERO CHALLENGE RULES

Amended as of August 23, 2018

Ryerson University (the “Challenge Sponsor”), with the generous support of the City of Toronto’s Transportation Services Department (the “City”), is launching the Vision Zero Challenge Challenge (“the Challenge”). The Challenge is seeking a tool that will keep all road users, especially seniors, newcomers and school children, in Toronto safer immediately, and enable predictive and high priority interventions in the future.

1. CHALLENGE PERIOD

The entry period for the Challenge begins on Thursday, May 31, 2018 at 12:01 a.m. and ends on Thursday, July 26, 2018 at 11:59 p.m. Eastern Daylight Time (the “Challenge Entry Period”). To be eligible, your Challenge Entry (as defined herein) must be submitted during the Challenge Entry Period.

2. ELIGIBILITY

The Challenge is open to all individuals (or groups of individuals) who meet the following criteria:

- (i) is a legal resident of Canada (except if resident in Quebec);
- (ii) is at least 18 years of age; and
- (iii) has a creative solution that uses data, design and technology to make it safer for Toronto road users today, as well as in the future

An individual is not eligible to enter the Challenge or participate on an team if the individual is: a) an employee (except a registered student who is also an employee), officer, director, governor, representative, or agent of Ryerson University or the City, or any company or individual engaged in judging relating to this Challenge (collectively, the “Challenge Parties”), or b) a member of the immediate family (parent, child, sibling, or spouse) or household (whether related or not), of any of the Challenge Parties.

Challenge Entries may be submitted by individuals or groups working together as a team. All members of a team must individually meet the eligibility criteria to enter. There is a maximum of eight (8) individuals per team.

3. HOW TO ENTER AND TEAM FORMATION

No purchase necessary. Individuals may enter the Challenge by completing the following steps:

- i) Individually or as a member of team (each individual or team referred to as an “Entrant”),
 - a. developing a creative solution that uses data, design and technology to make it safer for Toronto road users today, as well as in the future; and

- b. at any time during the Challenge Entry Period, entering the Challenge by electronically submitting the Challenge Submission Form available at: www.VisionZeroToChallenge.ca.

The Challenge Sponsor and the City will provide Entrants with various datasets for the Entrants to use to create their Challenge Entry. Each Entrant must use at least one (1) dataset provided by the Challenge Sponsor and the City in their Challenge Entry submission. Entrants may use other datasets for the purpose of the Challenge Entry provided that such datasets are obtained legally and used in accordance with these Challenge Rules and do not infringe on the intellectual property or other legal rights of any other party.

If, prior to the end of the Challenge Entry Period, an individual or group of individuals requires assistance in establishing a team, it may contact the Contest Sponsor at contact@visionzerotochallenge.ca for resources to assist in team formation.

The Challenge will accommodate any accessibility needs, including but not limited to, assistive technologies.

4. CHALLENGE ENTRY CONDITIONS

There is a limit of one (1) Challenge Entry per Entrant (i.e. only one submission for all members of a team) during the Challenge Entry Period. If it is discovered that more than one (1) Challenge Entry was submitted by an Entrant, e.g. (i) multiple Challenge Entries submitted by an Entrant; and/or (ii) separate Challenge Entries submitted by multiple Entrants, then (in the sole and absolute discretion of the Challenge Sponsor) those Challenge Entries may be disqualified from the Challenge.

To be eligible, the Challenge Entry (including the tool developed by an Entrant) must not violate the rights of any third party (for example, it must not defame, infringe or violate any publicity or privacy rights of any person, living or deceased, or otherwise infringe upon any person's, entity's, or organization's personal or property rights, including but not limited to, intellectual property rights). All Challenge Entries are confidential and will be used by the Challenge Sponsor and the City for the sole purpose of administering and judging the Challenge. The Challenge Sponsor and the City do not obtain any intellectual property rights in the interactive digital tool or the Challenge Entry.

By entering the Challenge, the Entrant (and each individual comprising an Entrant) agrees as follows:

- (i) the Entrant will comply with these Challenge Rules and with the decisions of the Challenge Sponsor, which are irrevocable, final and are legally binding in all matters related to the Challenge; and
- (ii) the Challenge Entry (and including the tool developed by the Entrant) does not violate the rights of any third party (for example, it may not defame, infringe or violate any publicity or privacy rights of any person, living or deceased, or otherwise infringe upon any person's, entity's, or organization's personal or property rights, including but not limited to, intellectual property rights) or any applicable laws.

5. Prizes

The following Prizes are available to be won during the Challenge (the “Prizes”):

First Place Prize – there is one (1) first place prize available for the first place Winner (defined below) consisting of: (a) a cash prize of seven thousand dollars (\$7,000 CDN) payable in the form of a cheque to the first place Winner; and (b) free membership in Civic Hall Toronto for the Winner for a period of six (6) months (for up to 8 individuals who comprise the team) including: access to events and the opportunity to engage with other innovators, one (1) kick off meeting, three (3) half-day project coaching sessions and access to three (3) 2.5-hour training sessions on relevant topics. The approximate value of the 6-month membership Civic Hall Toronto is: \$8,750. The membership portion of this Prize is non-transferrable and cannot be exchanged for cash value. The free membership must be used between the period of either November 2018-April 2020 or January 2019-June 2019.

Runner Up Prize – there is one (1) runner up prize available for the runner up Winner (defined below) consisting of: (a) a cash prize of three thousand dollars (\$3,000 CDN) payable in the form of a cheque to the runner up Winner; and (b) free membership in Civic Hall Toronto for the Winner for a period of six (6) months (for up to 8 individuals who comprise the team) including: access to events and the opportunity to engage with other innovators, one (1) kick off meeting, three (3) half-day project coaching sessions and access to three (3) 2.5-hour training sessions on relevant topics. The approximate value of the 6-month membership Civic Hall Toronto is: \$8,750. The membership portion of this Prize is non-transferrable and cannot be exchanged for cash value. The free membership must be used between the period of either November 2018-April 2020 or January 2019-June 2019.

If a Winner is an Entrant that is comprised of a group of individuals within a team, any cash-portion of the Prize will be paid out on a pro-rata basis to each of the individual team members that were listed as members of the team at the time of Challenge Entry.

Entrants are advised that a monetary Prize awarded to individual Entrants or Entrant group members is taxable income and any individual who receives a Prize (or portion thereof) will be issued a T4A from the Contest Sponsor evidencing the amount as “Other Income” in accordance with the requirements of the Canada Revenue Agency.

At the completion of the Competition, the City may engage an Entrant to further discuss development of the Entrant’s tool (“Post-Challenge Dealings”). The opportunity to engage in Post-Challenge Dealings is subject to the City’s sole and absolute discretion and does not form part of the Challenge. The Challenge Sponsor will not be involved in the Post-Challenge Dealings in any way and no Entrant is entitled to or required to enter into post-Challenge Dealings.

6. WINNER SELECTION PROCESS AND ODDS OF WINNING

Stage 1 - Determining the Shortlist

Between the period of approximately July 26, 2018 and August 26, 2018, the Contest Sponsor and the City will appoint a panel of judges (the “Stage 1 Judges”) to judge each Challenge Entry on the basis of the following criteria (“Shortlist Criteria”):

	Shortlist Criteria	Weight (Points)
(a)	<p>USER RESEARCH: The solution identifies the need or gap it addresses and includes a sound rationale for this choice . Points will be awarded to entries that:</p> <ul style="list-style-type: none"> • Demonstrates clear understanding of the needs, wants and motivations of users • Synthesizes user research and insights clearly and concisely • Uses user research to guide design, development and refinement 	25
(b)	<p>USER EXPERIENCE: The solution provides a good overall experience for the person using it. This includes being intuitive, visually appealing and easy to use. Points will be awarded for entries that:</p> <ul style="list-style-type: none"> • Have good user flow and are easy to navigate • Have an aesthetically pleasing and intuitive visual design • Are appealing, practical and desirable to the identified user group(s) <p>Submissions should demonstrate:</p> <ul style="list-style-type: none"> • The key functionality of the digital tool • The front-end design features and elements <p>Submissions can include:</p> <ul style="list-style-type: none"> • A YouTube video of up to 5 minutes demonstrating the design and functionality of the digital tool • An up-to 50 page PDF document 	15
(b)	<p>IMPACT The solution has the potential to make it safer immediately for all road users, especially seniors, newcomers and school children, and enable predictive and high priority interventions in the future. Points will be awarded for entries that:</p> <ul style="list-style-type: none"> • Address and / or improves a real issue identified by targeted user groups • Provide clear rationale for the target users to use solution • Identifies high priority areas and the impact they would have on improving road safety in the immediate future • Identifies high priority areas and the impact they would have on improving road safety in the medium and long term • Provides a phased approach to high-priority interventions in the short, medium and long term to meet user needs 	30
(c)	METHODOLOGY	25

	<p>The solution uses a novel methodology to arrive at new insights. Points will be awarded to entries that:</p> <ul style="list-style-type: none"> • Use an appropriate methodology for the problem statement and research question • Incorporates user research into the methodology • Effectively uses and analyzes multiple of data sets • Develops algorithms and predictive modelling • Strong technical approach where predictive modelling and machine learning is used 	
(e)	<p>FUNCTIONALITY: WORKING PROTOTYPE</p> <p>The solution represents all or nearly all of the functionality of the final product. Points will be awarded to entries that:</p> <ul style="list-style-type: none"> • Are fully functioning, • Demonstrates most key features and functions of a working prototype • Challenge Entries that are not working prototype will score zero for this criterion. <p>Submissions can include:</p> <ul style="list-style-type: none"> • A link to an external development development site, including, but not limited to GitHub, Bitbucket, GitLab, IBM Bluemix 	5

Each Challenge Entry will be given a score (the “Shortlist Score”) by the Stage 1 Judges based on the Shortlist Criteria. The Challenge Entries with the top five (5) Shortlist Scores (the “Shortlisted Entrants”) will be shortlisted and will be eligible to enter Stage 2 of the Challenge (described below). The odds of being selected as a Shortlisted Entrant will depend on the total number of Challenge Entries received, the calibre of each Challenge Entry and compliance with the Shortlist Criteria. Judging for Shortlisted Entrants is scheduled to be completed on or about August 26, 2018 (the “Shortlist Selection Date”). In the event of a tie between two or more Challenge Entries based on the Shortlist Score, the Challenge Entry that receives the highest combined score in criteria (b) and (c) of the Shortlist Criteria will be deemed to have the higher Shortlist Score.

The Challenge Sponsor, or its designated representative, will make a maximum of three (3) attempts to contact each eligible Shortlisted Entrant by telephone or email (using the information provided on the Challenge Entry) within five (5) business days of the end of the Shortlist Selection Date. If: (i) the eligible Shortlisted Entrant cannot be contacted within five (5) business days of the end of the Shortlist Selection Date, (ii) there is a return of any notification as undeliverable; or (iii) the eligible Shortlisted Entrant fails to meet all applicable eligibility requirements and conditions, then the applicable Entrant will be disqualified and will forfeit all rights to be a Shortlisted Entrant, and the Challenge Sponsor reserves the right in its sole and absolute discretion, to select an alternate eligible Shortlisted Entrant based on the next highest

Shortlist Score in accordance with these Challenge Rules (in which case the foregoing provisions of this section shall apply to such alternate eligible Shortlisted Entrant).

Stage 2 – Pitch Competition

Between the period of approximately August 26, 2018 and September 23, 2018, the Contest Sponsor and the City will appoint a new panel of judges (“Stage 2 Judges”). The Stage 2 Judges will judge the Entries of the Shortlisted Entrants based on the following criteria (“Stage 2 Criteria”):

	Stage 2 Criteria	Weight
(a)	<p>INNOVATION: The solution is unique, creative and novel. Points will be awarded for entries that:</p> <ul style="list-style-type: none"> • Are a completely new idea • An adaptation or new interpretations of an existing solution • Demonstrates innovative methodologies, concepts, processes, services, technologies or business models 	25
(b)	<p>SUSTAINABILITY: The solution demonstrates that it has the potential to live past the Vision Zero Challenge by meeting user needs in the future, ensuring ongoing data maintenance and functionality and the ability to operationalize the idea. Points will be awarded for ideas that:</p> <ul style="list-style-type: none"> • Has a core team who possess the relevant experience and skills to building out the idea • Demonstrates a forward-looking or innovative data strategy, which could include: data maintenance, alignment with open data or the generation of new data insights • Demonstrate consideration of a revenue model or financial sustainability plan 	25
(c)	<p>PHASE 1 JUDGING SCORES The final scores from Phase 1 judging.</p>	25

The Shortlisted Entrants will be invited to make a 5-minute presentation (plus up to 5 minutes of questions from the Stage 2 Judges) on their interactive digital tool (the “Pitch”) to the Stage 2 Judges at a public event on or about September 24-27 2018, at a location in Toronto, Ontario to be confirmed in advance by the Contest Sponsors. Each Pitch presentation will be judged by the Stage 2 Judges on the basis of the following criteria (the “Pitch Criteria”):

	Pitch Criteria	Weight (Points)
(a)	<p>SOLUTION PITCH: The team articulates and demonstrates how the solution will help users stay safe on the road immediately, as well as in the future. The team demonstrates how</p>	25

	<p>they addressed concerns and feedback from Phase 1 judges. Points will be awarded for teams who:</p> <ul style="list-style-type: none"> ● Clearly articulates the goals and objectives of their solution ● Clearly articulate and demonstrates the purpose and value of the solution to end users ● Captivates and engages the audience with an enthusiastic solution pitch 	
--	--	--

Shortlisted Entrant attendance and participation in Stage 2 is mandatory for at least one (1) individual team member that was listed as a member of the team at the time of Challenge Entry. If, (i) the eligible Shortlisted Entrant is not present; or (ii) the eligible Shortlisted Entrant fails to meet all applicable Challenge eligibility requirements and conditions, then the applicable Shortlisted Entrant (including all team members, as applicable) will be disqualified and will forfeit all rights to further participation in the Challenge or to receive any Prize.

Each Shortlisted Entrant will be given a score on their written Entry by the Stage 2 Judges (the “Stage 2 Score”) and a score on their Pitch (the “Pitch Score”) and the Stage 2 Score and the Pitch Score for each Shortlisted Entrant will be combined to arrive at the final score for each Shortlisted Entrant (the “Final Score”). The odds of being selected as an eligible winner of a Stage 2 Prize will depend on the calibre of each Shortlisted Entrant’s Entry and Pitch and compliance with the Stage 2 Criteria and the Pitch Criteria. Unless otherwise indicated by the Challenge Sponsors, a representative from each Shortlisted Entrant must remain at the location of the pitch during the judges’ deliberation. Judging may be completed on the same day as the pitch, unless otherwise indicated by the Contest Sponsors on the day of the pitch. In the event of a tie between two or more Challenge Entries based on the Final Score, the Shortlisted Entrant that receives the highest score in criteria (a) and (b) of the Stage 2 Criteria will be deemed to have the higher Stage 2 Score. The Shortlisted Entrants with the top two (2) Final Scores will be selected as an eligible winner of the First Place Prize (top Final Score) and Runner Up Prize (second highest Final Score) and will be announced as eligible winners, in person, on the pitch day.

7. DECLARATION OF WINNERS

Notwithstanding any announcement of an eligible winner at the pitch event, before an eligible winner of a Prize is declared a winner (after declaration, each referred to as a “Winner”), the Entrant (including each of the individuals who make up the Entrant) must sign and return, a declaration of compliance and release of liability prepared by the Challenge Sponsor which, among other things requires individuals comprising an Entrant to: (i) correctly answer a mathematical skill-testing question without mechanical or other aid; (ii) confirm compliance with these Challenge Rules; (iii) agree to release the Challenge Sponsor, the Challenge Parties and the City from any and all claims, damages, liabilities, costs, and expenses arising from any liability in connection with this Challenge, the Entrant’s participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; (iv) agree to indemnify the Challenge

Sponsor against any and all claims, damages, liabilities, costs, and expenses arising from use of the Challenge Entry including, without limitation, any claim that the Challenge Entry or interactive digital tool or solution of the Entrant infringes a proprietary interest of any third party; (v) agree to the publication, reproduction and/or other use of the Entrant's (individual or team members) name, address (province and city), statements about the Challenge and/or photographs or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Challenge Sponsor or the City in any manner whatsoever, including print, broadcast or the internet; and (vii) acknowledge acceptance of the Prize (if awarded). If the Entrant (including any individual comprising the Entrant): (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed declaration of compliance and release of liability within the specified time; and/or (c) cannot be a declared a Winner in accordance with these Challenge Rules for any reason; then the applicable Entrant will be disqualified (and will forfeit all rights to be a Winner) and the Challenge Sponsor reserves the right, in its sole and absolute discretion, to select the Challenge Entry or Shortlisted Entrant who received the next highest judged score during Stage 2 of the Challenge to be an eligible winner (in which case the foregoing provisions of this section shall apply to such new eligible Prize winner).

8. RIGHT TO SUSPEND/MODIFY/TERMINATE

If for any reason the Challenge is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Challenge, the Challenge Sponsor reserves the right to cancel, suspend and/or modify the Challenge, or any part of it, and disqualify any individual or entity who is responsible for such action. If terminated, the Challenge Sponsor may, in its sole discretion, determine the winners from among all eligible Challenge Entries received up to time of such action using the procedures outlined herein.

9. LIMITATIONS OF LIABILITY AND RELEASE:

No liability or responsibility is assumed by the Challenge Sponsor or the Challenge Parties resulting from the Entrant's (or any individual comprising the Entrant's) participation in or attempt to participate in the Challenge or ability or inability to upload or download any information in connection with the Challenge. No responsibility or liability is assumed by the Challenge Sponsor or the Challenge Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Challenge: hardware or software errors; faulty computer, cable, satellite, network, electronic, Internet connectivity or other online or network communication problems; errors or limitations of any Internet service providers, servers, hosts or other providers; garbled, jumbled or faulty data transmissions; failure of any online transmissions to be sent or received; lost, late, delayed or intercepted transmissions; inaccessibility of the Challenge website, Sponsor website in whole or in part for any reason; traffic congestion on the Internet or the Challenge website or Sponsor website; unauthorized human or non-human intervention of the operation of the Challenge, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, or worms; or destruction of any aspect of the Challenge, or loss, miscount, misdirection, inaccessibility or

unavailability of an email account used in connection with the Challenge. The Contest Sponsor and the Challenge Parties are not responsible for any printing, typographical, technical, computer, network or human error which may occur in the administration of the Challenge, the uploading, the processing of Challenge Entries, the judging of Challenge Entries at either stage of the Challenge, the announcement of the Prizes or in any Challenge-related materials. Use of the Challenge website, the Sponsor website is at user's own risk. The Challenge Sponsor and the Challenge Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer or video equipment resulting from participation in the Challenge.

By participating in the Challenge, the Entrant (and each individual comprising an Entrant) agrees: (i) to release the Challenge Sponsor, the Challenge Parties and the City from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Challenge; (ii) under no circumstances will the Entrant be permitted to obtain awards for, and the Entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (iii) all causes of action arising out of or connected with this Challenge, or any Prize awarded, shall be resolved individually, without resort to any form of class action; and (iv) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding legal fees and court costs.

By accepting any Prize, Winner (individuals and team members) agrees that the Contest Sponsor and the Challenge Parties will have no liability whatsoever for, and shall be held harmless by Winner against, any liability for injuries, losses or damages of any kind to persons or property resulting in whole or in part, directly or indirectly, from participation in the Challenge or from the acceptance, possession, misuse or use of any Prize. The Contest Sponsor and the Challenge Parties are not liable in the event that any portion of the Challenge is canceled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control.

ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THE CONTEST WEBSITE, AND/OR THE CONTEST SPONSOR WEBSITE, OR INTERFERE WITH THE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND THE CONTEST SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

10. PRIVACY AND PUBLICITY RELEASE.

The Challenge Sponsor and its authorized agents will collect, use, and disclose the personal information provided upon registration and entry into the Challenge for the purposes of administering the Challenge and Prize fulfillment, in accordance with the Challenge Sponsor's privacy policy, available at <http://www.ryerson.ca/privacy>.

By accepting a Prize, Winners (individuals and team members) consent to the publication and use of their name, address (city, province), voice, statements, photographs, image and/or likeness, logo, trademark in any form, manner or media whether now known or hereafter

devised, including, without limitation, in print, radio, television and on the Internet for any purpose in connection with the Challenge including, without limitation, for the purposes of advertising and trade, and promoting the Challenge Sponsor, the City and/or the Challenge, without further notice or compensation.

11. GENERAL

The Challenge is governed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein.

The Challenge Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Challenge Rules, to the extent necessary, for purposes of verifying compliance with these Challenge Rules or for any other reason.

The Challenge is in no way sponsored, endorsed or administered by, or associated with, Facebook or Twitter. Facebook and Twitter are completely released of all liability by each entrant or participant in this Challenge.

In the event of any discrepancy or inconsistency between the terms and conditions of these Challenge Rules and disclosures or other statements contained in any Challenge-related materials, the terms and conditions of these Challenge Rules shall prevail, govern and control to the fullest extent permitted by law.

In the event of any discrepancy or inconsistency between the terms and conditions of the English and French version of these Challenge Rules, the English version of these Challenge Rules prevail.

