



POWERED BY



The Green Pursuit, a Sustainability and Innovation Challenge

Terms & Conditions

The Dairy Farmers of Canada National Sustainability Challenge (the “Challenge”) is organised by Bioenterprise Canada Corporation (“Bioenterprise Canada”), in consultation with Dairy Farmers of Canada (“DFC”), the title sponsor, and collectively referred to as “the Organizers”.

Participation in the Challenge is subject to the following terms and conditions. The submission of an application to participate in the Challenge (an “Application”) constitutes acceptance by the Applicant(s) of the terms, conditions and provisions set out below.

Eligibility

Eligible applicants must be:

- Canadian incorporated and headquartered for-profit businesses;
- Majority owner(s) (51% or more) of the company plan to work full-time within the business;
- Minimum Technology Readiness Level 4+ (Component and/or validation in a laboratory environment - basic technological components are integrated to establish that they will work together);
 - [See TRL Level guidelines here](#)
- Operating in ag-tech or food-tech sectors and provide a benefit to or solve a sustainability problem for the broader agriculture and/or food & beverage producer sectors in Canada;
 - Specific areas of focus are: Carbon Footprint, Regenerative Agriculture, Biodiversity, Energy, Plastics
- If revenue generating – trailing 12 months revenue must not exceed \$250,000; and
- Must have 5 or fewer FTE employees.

Applicants must fit the Organizer’s definition of an “Innovation Enterprise”; which means a corporation that is focused on developing technology, inventions and/or advancing novel or innovative commercial processes. Applicants certify that; 1) the above eligibility criteria have been met, and 2) the technology, invention or process is their own work and that they have the sole right to submit it to the Organizers.

Application Process

Applications must be submitted by 12:00pm Eastern Standard Time (EST) on June 17, 2023 using the online form available at the Bioenterprise Canada website. Applications will only be processed through the Bioenterprise Canada online application process (“Online Application”). Bioenterprise Canada reserves the right to void or not accept any application.

Applicants may be contacted by telephone or email at the option of the Organizers. Up to three (3) attempts will be made to contact the Applicants.

The Organizers accept no liability for incorrect or incomplete contact information provided to it. If an Applicant cannot be contacted in the manner described above or fails to respond in a timely manner, their application will receive no further consideration by the Organizers.

Applicants selected as finalists will be notified of acceptance prior to commencement of the Challenge. Applicants who are not selected as finalists will also receive notification of that decision.

The Organizers assume no responsibility for any problems or technical malfunction of any telephone network, telephone lines, computer online systems, servers, access providers, computer equipment, software, or the failure of any application to be received by the Organizers on account of technical problems or traffic congestion on the internet or at any website, or any combination thereof.

Release and Waiver

By submitting an Application to the Challenge, each applicant releases and holds harmless the Organizers, their affiliates and subsidiaries, advertising and promotional agencies, any committee members or Selection Committee members (as defined in these Terms and Conditions) appointed by them, and in each case their respective directors, officers, owners, employees, agents, representatives, successors and assigns, from any and all liability in connection with the Challenge or resulting from participation in the Challenge or the acceptance, possession or use of any grant, including, without limitation, infringement of intellectual property rights, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.

By submitting an Application, the Applicant grants the Organizers the right to use his/her name, address, likeness, photograph, information about their Application, and statements in advertising and for other promotional or publicity purposes without further compensation.

Applications accepted to participate in the Challenge will be referred to as “Finalists” for the Challenge program. Applications will not be returned after submission.

Applicants agree to be automatically enrolled as Bioenterprise Insiders and will be added to the Bioenterprise Insider mailing list. Applicants who do not wish to continue receiving Bioenterprise Insider emails can unsubscribe at any time by clicking the unsubscribe link at the bottom of every email. Unsubscribing does not affect an Applicant’s ability to participate in the Challenge in any way.

The Challenge Selection & Participation Process

The Challenge competition will be judged by a committee, selected by Bioenterprise Canada, in its sole and absolute discretion, which may consist of entrepreneurs, executives, investors, researchers, employees, and others deemed fit by the Organizers (the “Selection Committee”). All decisions made by the Selection Committee are final, except that the Organizers maintain the right to disqualify any Application that has been deemed to have violated these Terms and Conditions, or the spirit of the Challenge.

Unrestricted Cash and In-Kind Prizes

Prizes of cash and in-kind services will be administered by the Organizers. A total cash prize pool of \$50,000 Canadian dollars exists, to be distributed as one (1) \$45,000 first prize and one (1) \$5,000 runner up prize. Additional in-kind prizes such as complimentary membership to the Bioenterprise Engine may be distributed at the sole discretion of Bioenterprise Canada.

Prize awards are subject to due diligence by Bioenterprise Canada, which may include, but is not limited to, the review of corporate or legal documents, accounting records, or any other material requested from Applicants by the Organizers. The prize of any cash or in-kind services will be provided to Finalists “as is” and without any additional or further representation or warranty of any kind.

No interest will be paid on any cash prizes.

The Organizers and Selection Committee accept no liability whatsoever with respect to any Applicants participation in the Challenge or the awarding or use of any prize.

Disclosure and Ownership of Intellectual Property

All Applicants and Finalists will retain ownership of all subsisting intellectual property rights in the subject matter of their Applications. However, Applicants are cautioned that intellectual property rights, including patentable inventions and industrial designs, may be compromised by public disclosure. Submission of an Application and participation in the Challenge should be considered a public disclosure. Applicants should not assume any right of confidentiality in any data or information discussed, divulged, or presented in their Application or during the selection process.

The Organizers or any other persons involved in the Challenge will not be asked to sign any non-disclosure or confidentiality agreements. Applicants and Finalists acknowledge that it is their responsibility to take steps prior to submitting an Application to preserve their intellectual property rights in any subject matter contained therein.

Publishing and Promotion

The Organizers reserve the right to publish information about the Applicants & Finalists and their work, in publications or online, and to release information to the media, which may include but is not limited to radio, television, print media, and the Internet.

Any photographs or film footage or other media captured during the evaluation process will be the property of the Organizers and may be used by the Organizers, in their sole and absolute discretion, in any manner they see fit.

Miscellaneous

The Organizers reserve the right to suspend, delay or cancel the Challenge or to modify these terms and conditions for any reason in their absolute discretion or as required by applicable law.