

THE FORUM FOUNDER'S CIRCLE 2023-24

TERMS AND CONDITIONS

Please read these Terms and Conditions (the “**Terms**”) carefully. This is a legally binding agreement between you and Forum for Women Entrepreneurs in British Columbia (“**The Forum**”) establishing the terms and conditions governing your participation in The Forum Founder’s Circle (the “**Program**”).

BY APPLYING TO OR PARTICIPATING IN THE PROGRAM, YOU ARE INDICATING THAT YOU HAVE READ AND UNDERSTAND THESE TERMS, AND THAT YOU ARE ENTERING INTO A LEGALLY BINDING AGREEMENT (THE “**AGREEMENT**”) WITH THE FORUM SUBJECT TO THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT APPLY TO OR PARTICIPATE IN THE PROGRAM.

The Forum reserves the right, in its sole discretion, to modify these Terms, at any time and without prior notice. If The Forum modifies these Terms, The Forum will post the changes on The Forum website or otherwise provide you with notice. Your continued participation in the Program following our posting of the changes or otherwise providing you with notice will mean that you accept and agree to such changes. If the modified Terms are not acceptable to you, you must immediately stop your participation in the Program and notify The Forum at 604-682-8115 or Nolizwe Mhlaba, Program & Community Manager, at nolizwem@theforum.ca.

As a program applicant and participant, you are committed to adhering to The Forum’s [Code of Conduct](#). This is very important to us and the community we are building. The Forum expects participants to act in good faith and reserves the right to decline an Application or remove a participant from the program should The Forum feel the participant is uncommitted to the Program, or behaving in a disrespectful, discriminatory, unethical, or harmful manner.

1. ELIGIBILITY

To be eligible to enter the Program, you must meet the following requirements at the time of entry and must be:

- a legal resident of Canada;
- a self-identifying woman, nonbinary, or transfemme founder or majority owner/equal owner and a key decision maker in a high-growth business, or leading an Indigenous band- or community-owned business with operations in Canada;
- leading a business that earned \$1M+ in annual revenue last fiscal year, has been in operation for at least 3 years, and has at least one other full-time employee.

If the applicant is 18 years or under (a legal minor), The Forum will involve the minor's parent or legal guardian from the beginning of the application period to ensure that a minor's participation in the program and all communications are legal. The parent or legal guardian must complete the application form for the minor and must sign a [declaration and release](#). All applicants who are legal minors should have their parent or legal guardian contact The Forum at nolizwe@theforum.ca or 604-682-8115 ahead of filling out The Forum Founder's Circle application to confirm their interest to participate.

1.1 Directors, immediate family members of directors and officers of The Forum and its affiliates, agents, sponsors and advertising or promotional agencies, are able to participate in the Program.

1.2 The Forum has the right at any time to require proof of identity and/or eligibility to participate in the Program. Failure to provide such proof may result in your ineligibility to participate in the Program.

1.3 All personal and other information requested by and supplied to The Forum for the purpose of the Program must be truthful, complete, accurate and in no way misleading. The Forum reserves the right, in its sole discretion, to remove your application should you at any time supply untruthful, incomplete, inaccurate or misleading personal or other information.

2. PROGRAM COMMITMENT

As a program participant, you are committed to:

- Adhering to [The Forum's Code of Conduct](#);
- Participating in a virtual kickoff session (January 2024) and six two-hour live virtual meetings with a cohort of peers and advisors for 5 months (February-June 2024); and
- Immediately contacting The Forum if you have any concerns (confidentiality, communication, expectations, or other) with the peer learning group, or if you are no longer able to continue for personal reasons.

3. APPLICATION PROCESS

The Program will accept 15-18 participants. To apply, you must complete the [registration form online](#). Shortlisted candidates can also expect a phone conversation with a team member from The Forum. If you are a final candidate, you must pay the program fees to enter the Program.

4. PROGRAM FEES, REFUNDS, & CANCELLATION POLICY

Pricing for the Program is offered on a sliding scale. If you are accepted into the cohort, you choose the price point on the scale that works best for you.

Cancellation Terms:

- Given the cohort size, registration may not be transferred to another eligible individual.
- Payments are non-refundable unless otherwise approved by The Forum. The Forum has the discretion to grant a refund if in its sole discretion it determines that a refund is reasonable in the circumstances.

5. INTELLECTUAL PROPERTY

5.1 You represent and warrant that your business idea(s) and activities do not (i) infringe the intellectual property rights of any third party, including any copyright, patent, trademark, trade secret, confidentiality, privacy, rights of publicity or personality; (ii) breach any applicable laws.

5.2 Permission to use the Program material in any other way must be obtained in writing to the CEO, The Forum and these materials are for the sole use of the individuals registered for the Program.

5.3 As a Program participant, you may view and read all materials that are part of the Program. You may print or screenshot or print pdf file pages for your personal use but you may not share in any manner or distribute to other parties, including on social media.

6. PRIVACY

You consent to the collection, use and disclosure of your personal information by The Forum for the purpose of administering and promoting the Program in accordance with our Privacy Policy available at: <https://The.Forum.ca/privacy-policy>, which forms a part of these Terms. The Forum reserves the right to disclose anonymous and aggregate data including for the purposes of: reporting to funders, sponsors, and partners; research; publicity; and applications for grants, awards, donations, and sponsorships.

7. CONFIDENTIALITY

For the purpose of building and maintaining trust within The Forum, You agree to and acknowledge the following:

- (a) You will not use the confidential information discussed during the Program and/or disclose to other parties outside of the Program;
- (b) You will take all reasonable steps to protect the secrecy of and avoid disclosure or use of confidential information and prevent it from falling into the public domain or the possession of unauthorized persons;
- (c) You will notify in writing of any misuse or misappropriation of confidential information that may

come to attention; and

(d) You will read and understand [The Forum's Privacy Policy](#).

8. MEDIA CONSENT; VIDEO RELEASE AND WAIVER

You may be filmed or photographed in connection with your involvement in the Program. By submitting registration to the Program, you agree to these Terms & Conditions and you hereby consent to the recording, use and reuse by The Forum of the name, appearance and biographical material (i.e., collectively "Likeness") of You in any and all media now known or hereafter devised, in connection with the Program. You specifically agree that The Forum shall have full exclusive ownership of any video taken of you herein ("Material") and shall have no rights whatsoever to the Material. You further agree that The Forum shall have the right to use the Material and the Likeness of You in any and all media now known in perpetuity.

You agree to hereby grant The Forum and its contractors full permission to use and reuse any recorded content of the Participant, the Likenesses, and/or the Material without compensation of any kind, in connection with any publicity carried out by or on behalf of The Forum with respect to the Program. Your email address will be provided to the cohort in the private online learning platform. In the event you are under the age of majority (youth) in your province or territory, you will be required to obtain a signature from your legal parent or guardian on your behalf.

You agree to release The Forum from any and all liability arising out of its use of the recorded content,, the Likenesses, and/or the Material.

9. GENERAL

9.1 You agree to release, indemnify and hold harmless The Forum and its affiliates, business partners, sponsors, advertising and promotion agencies, and each of their respective directors, officers, employees, agents, contractors and successors and assigns (the "**Releasees**") from and against any and all claims and causes of action arising from or in connection with your participation in the Program.

9.2 You agree and acknowledge that The Forum and its Releasees will not be liable for any loss or damages of any kind whatsoever arising from or in connection with the Program, including but not limited to: (i) incorrect or inaccurate transcription or registration of Program entry information; (ii) entries that fail to comply with these Terms; (iii) any loss, damage or claims caused by or related to the Program; or (iv) any technical malfunctions, human errors or other problems, including without limitation, the inability to access any online service or website, inability to submit any entry forms or materials, failure of any email or entry to be received, printing or typographical errors, lost or delayed transmissions, failure of any telephone or computer networks, or any other error or malfunction, or any injury or damage to the entrant's or any other person's computer related to or resulting from the downloading of any material in connection with the Program; (v) the negligence of any Releasee.

9.3 The Forum reserves the right to modify, suspend, cancel or terminate, either in whole or in part, the Program at any time and in any way, without prior notice.

9.4 You may not assign any of your rights or obligations under these Terms without the prior written consent of The Forum. The Forum may freely assign its rights and obligations under these Terms, either in part or in full, without notice to you.

9.5 The provisions of these Terms are severable. If any individual provision is held to be invalid, unenforceable or contrary to applicable law, such provision shall be construed, limited, altered or deleted, as necessary, to eliminate the invalidity, unenforceability or conflict with applicable law while

endeavoring to preserve the intention of these Terms, and all other provisions shall remain in full force and effect.

9.6 The Forum acknowledges that community is an important part of our programs and we encourage you to build your community of champions. The participant agrees that they will not, directly or indirectly, solicit, attempt to solicit or divert business from a speaker, expert, mentor or fellow participant unless there is an agreement of mutual collaboration.

9.7 As a program participant, you are committed to adhering to [The Forum's Code of Conduct](#). This is very important to us and the community we are building.