

Team Member Acknowledgement

This Team Member Acknowledgement is made pursuant to the Call for Solutions and Terms and Conditions of the Jewish National Fund of Canada Inc. (“**JNF Canada**”) 2023 Climate Solutions Prize.

IMPORTANT NOTE: All capitalized terms used herein and not defined herein shall have the respective meanings assigned to them in the Call for Solutions and the Climate Solutions Prize Terms and Conditions.

In consideration of my participation in the Climate Solutions Prize, and for other good and valuable consideration, I acknowledge and agree as follows:

- I represent and warrant to JNF Canada that I have reviewed the Call for Solutions and the Climate Solutions Prize Terms and Conditions, and I hereby agree to be bound by, and comply with, the Call for Solutions and Terms and Conditions.

- I represent and warrant that:
 - I am above the age of majority in my jurisdiction of residence;
 - I am not employee of JNF Canada or Mitacs or a member of such employees’ immediate families (i.e., parents, siblings, spouse, and children); and
 - I am not involved in reviewing or judging the Submissions or a member of the immediate family of individuals who are involved in it.

- *If I am a Team Leader* (as defined in the Call for Solutions), I confirm that:
 - The Qualifying Organization which registered my Team meets the eligibility criteria set at section 4.1 of the Call for Solutions;
 - I am a resident of Canada and am employed by or appointed at the Qualifying Organization (as defined in the Call for Solutions) that I have listed in the registration process; I have the authority and permission from the Qualifying Organization to participate in the Climate Solutions Prize on behalf of the Qualifying Organization, as well as on behalf of all other members of the applicable Team;
 - I have the authority to legally bind the Qualifying Organization to the Call for Solutions, the Terms and Conditions and any other required documentation contemplated in the Call for Solutions and Terms and Conditions; and
 - All of the information that I have submitted in connection with the registration process on behalf of my team members and myself is true and accurate.

- I acknowledge and understand that, as a result of my participation in the Climate Solutions Prize, I will be engaging in activities that could involve risk of damage to personal property or serious bodily injury, including permanent disability and death, and severe social and economic losses which might result not only from my own actions, inactions or negligence, but the actions, inactions or negligence of others, the condition of the premises, weather conditions, or the use of any equipment during my participation in the Climate Solutions Prize, and I further acknowledge that there may be other risks not known or not reasonably foreseeable as at the date of this signing this Team Member Acknowledgement (collectively, the “**Risks**”).

- I voluntarily assume all of the Risks and accept personal responsibility for any and all loss, damage, expense (medical or otherwise) or injury, including death or permanent disability, that I may suffer, or that my heirs or next of kin may suffer, as a result of my participation in the Climate Solutions Prize.
- I hereby release, waive, discharge and covenant not to sue JNF Canada, Mitacs, and any other Prize or related event sponsors, and each of their respective officers, directors, employees and agents (collectively, the “**Released Parties**”) from any and all liability to me, my heirs and next of kin for any and all claims, demands, losses or damages on account of injury, including permanent disability, death or damage to property (collectively, “**Claims**”) caused or alleged to be caused in whole or in part by the Released Parties’ negligence, breach of any duty of care, including any statutory duty, breach of contract, or any other act of the Released Parties as a result of or in connection with, the Climate Solutions Prize.
- I agree that, without limiting the generality of the foregoing, the Released Parties will not be liable for: (a) any failure of the Climate Solutions Prize website or any other website or platform during the Prize competition; (b) 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; (c) the failure of any Submission, Submission Materials 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; (d) any injury or damage to a participant’s or any other person’s computer or other device related to or resulting from participating in the Prize; (e) anyone being incorrectly and/or mistakenly identified as a recipient or eligible recipient; and/or (f) any combination of the above.
- I acknowledge that JNF Canada is not responsible for the content of any third-party linked websites or any other web page that is not part of a Climate Solutions Prize website and under JNF Canada’s control, but that is linked by such website. I agree that JNF Canada will not be responsible or liable in any way for the accuracy, relevancy, copyright compliance, legality, or decency of material contained in any site linked from the Climate Solutions Prize website, or compliance of the site with any legal obligations with respect to privacy or other applicable laws.
- I acknowledge that I am entering into this Team Member Acknowledgement voluntarily.
- I acknowledge that I have no right to personally claim an Award and that, in the event that my Team wins an Award, the Prize will be provided to the Qualifying Organization tied to our Team.
- I accept that I am subject to verification at any time and for any reasons and that JNF Canada may require proof of my identity or eligibility for the reasons stated in section 5.1 of the Terms and Conditions. I accept that failure to provide such proof to the complete satisfaction of JNF Canada within the timeline specified by JNF Canada may result in disqualification in the sole and absolute discretion of JNF Canada. I further agree that I will not have any claim, demand or lawsuit against JNF Canada or any Released Parties in connection with any disqualification.
- I understand that JNF Canada reserves the right to take photographic or film records of the Climate Solution Prize and related events, and agree that JNF Canada may use any such photographic or film

records for promotional and/or commercial purposes as well as approve such use by third parties with whom JNF Canada may create a joint marketing effort.

- I agree that I will not, at any time, register or attempt to register JNF Canada's and any Released Parties' logos or trademarks or any logos or trademarks associated with the Prize, or any domain name confusingly similar thereto.
- I hereby grant to JNF Canada, with respect to Submission Materials submitted to JNF Canada by my Team that JNF Canada and its agents are authorized to make public (the "**Public Materials**"), a perpetual, worldwide, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, create derivative works from, publish, translate, license, transmit, distribute and otherwise exploit the Public Materials in any manner or media and by any means of technology now known or hereafter developed.
- I hereby waive all moral rights in the Public Materials, and confirm that the content of the Public Materials is wholly original and that JNF Canada is free to use the Public Materials as stated in the Call for Solutions and Terms and Conditions and that my Team has secured all necessary rights to permit JNF Canada to use the Public Materials as aforesaid.
- I hereby grant, without limiting the generality of the foregoing, to JNF Canada a perpetual, worldwide, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, create derivative works from, publish, translate, license, transmit, distribute and otherwise exploit my name, likeness, and approved biographical information in any advertising, marketing, promotion, disclosure, programming, resources, or other materials relating to Prize or in any events held by JNF Canada relating to the Prize.
- I further agree to, upon JNF Canada's request, sign any further document(s) as may be deemed necessary by JNF Canada (in its sole and absolute discretion) to confirm, perfect, or give full effect, to the aforementioned grant of rights and license.
- This Team Member Acknowledgement will be binding upon me and my heirs, next of kin, executors, administrators, assigns and representatives and will endure to the benefit of JNF Canada and the other Released Parties and their respective heirs, next of kin, executors, administrators, representatives, assigns, affiliates and successors.
- I agree that this Team Member Acknowledgement is intended to be as broad and inclusive as is permitted by the laws of Quebec, and that if any provision of this Team Member Acknowledgement is held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Team Member Acknowledgement will remain in full force and effect.
- I have had sufficient opportunity to read this entire document and to obtain independent legal advice in relation to its contents and effect. I have read and understood this Team Member Acknowledgement, and I hereby agree to be bound by its terms.
- LANGUAGE: I declare that a French version of this Team Member Acknowledgement was made available to me and that I have chosen, and do hereby confirm my request that this Team Member

Agreement and all related documents, be in English; Je déclare qu'une version française de la présente Attestation du membre d'équipe a été mise à ma disposition et que j'ai choisi et confirme par la présente ma demande que la présente Attestation du membre d'équipe, ainsi que les documents qui s'y rattachent, soient rédigés en anglais.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS TEAM MEMBER ACKNOWLEDGEMENT AND THAT BY ENTERING INTO THIS TEAM MEMBER ACKNOWLEDGEMENT AND BY PARTICIPATING IN THE PRIZE, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASED PARTIES.