

MLSE Foundation believes all kids should have access to sport and the opportunity to both develop and pursue lasting dreams on the playing field. With the support of your Toronto Argonauts, Toronto Maple Leafs, Toronto Raptors and Toronto FC, we improve the lives of youth by building facilities, giving to sustainable programs and empowering youth through sport and recreation. We level the playing field by providing access to sport programming while intentionally developing life skills to support physical and mental well-being. Since launching in December 2009, MLSE Foundation has invested more than \$35 million into Ontario communities.

BEFORE SUBMITTING AN EXPRESSION OF INTEREST (EOI), ENSURE YOU HAVE READ AND UNDERSTAND BOTH THE GUIDELINES AND THE LEGAL FINE PRINT.

To submit a Project (“**Project**”) Proposal (“**Proposal**”) to MLSE Foundation for consideration in the Grant Program, each organization (also referred to as a ‘participant’) must meet the following eligibility requirements:

- Your organization must be a registered charity as designated by the Canada Revenue Agency or have a Trustee that is a registered charity, as designated by the Canadian Revenue Agency.
 - If you have a Trustee, be prepared to provide an agreement letter stating your partnership. The Trustee is legally responsible for the grant application and the project executed by your organization.
- The person submitting the Project Proposal must be an employee, or designate, of the registered charitable organization associated with the Project Proposal.
- The charitable organization associated with the Project Proposal must be located in Ontario and must serve children and youth in Ontario.
- The person submitting the Project Proposal must be a permanent resident or citizen of Canada
- The person submitting the Project Proposal must be eighteen (18) years of age or older or, in the case of a minor under the age of eighteen (18), have written approval of a parent or guardian (which approval must be submitted with the Project Proposal). Your Project must provide or support a portion of recreational-based programming for youth in Ontario.
- The Grant must be spent within three (3) years of receiving it. The funding for the Project should be completed by no later than July 1, 2023., unless otherwise approved by MLSE Foundation.
- The Project should promote physical activity amongst youth in Ontario.
- The Proposal must detail the intended use of the entire value of the Grant.
- The Proposal must be submitted in one of Canada's two official languages: English or French.
- The Proposal must be submitted by no later than 5:00pm ET on February 25th, 2020 (the "Submission Deadline").

The Grant Program will not fund:

- Organizations that are not designated by the Canada Revenue Agency as being a charitable organization and do not have a charitable registration number – unless a charitable trustee has given written consent
- Organizations looking for assistance with endowments or capital campaigns
- Sports teams (both professional and amateur) requesting sponsorship support
- Individuals
- Organizations based outside of Ontario

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- Projects that do not have a sport for development or capacity building component
- Projects that do not serve youth (Ages 6-29)
- Organizations who intend to use Grant funds to support programs, projects or children based outside of Ontario
- Organizations who do not submit a Proposal directly, but instead as part of a third-party initiative
- Projects that contain any offensive, obscene, or sexually suggestive material, propaganda, potentially misleading information, or defamatory or disparaging material about other people or companies, or endorse any form of hate or hate group or terrorist activity.
- Projects that support any particular political party or affiliated group, or directly promote or speak negatively about any particular religion, political action, legislation or party, or promote or encourage the violation of any law, as determined in the sole discretion of MLSE Foundation.
- Projects that discriminate on the basis of gender, race, religion, creed, national origin, disability, handicap, age, sexual orientation, or any other basis prohibited by law, as determined in the sole discretion of MLSE Foundation.
- Proposals that promote any activities that may appear unsafe or dangerous, as determined in the sole discretion of MLSE Foundation.
- Proposals that include any mention of any specific individual, company, brands, or products or any trademarks or other material, owned by a third party without the express written permission of that third party (which written permission must be submitted with the Proposal).

A Proposal that does not meet the eligibility criteria above will not qualify for consideration under the Grant Program. If MLSE Foundation determines, at any time during the course of the Grant Program, in its sole and absolute discretion, that a Proposal does not meet or continue to meet the eligibility criteria set out above, the Proposal will be eliminated from competing in the balance of the Grant Program.

MLSE Foundation reserves the right (but in no way assumes any obligation) to screen all Proposals, including all written and visual content, prior to presentation of any Proposal to the Selection Circle (defined below) for consideration. Any Proposal deemed by MLSE Foundation to be inappropriate or to have inappropriate content will not be presented to the Selection Circle, and the charitable organization responsible for any such Proposal could be banned from submitting a Proposal to the 2020-2021 Grant Program or any future grant programs of MLSE Foundation, depending on severity of the inappropriate content, in MLSE Foundation's sole discretion.

Official Terms and Conditions ("Rules")

Participation in the Grant Program, including, without limitation, the submission of a Project Proposal, constitutes full and unconditional agreement and acceptance of these Rules, which are final with respect to all matters relating to the Grant Program.

Grant Program Period: The Grant Program will commence on October 29th, 2019 at 12:00pm ET and initial phase will conclude at 5:00pm ET on January 17th, 2020. If you advance to the second phase it will commence on February 1st, 2020 at 12:00pm ET and will conclude at 5:00pm ET on February 25th, 2020. **Amount:** There is \$500,000 available for granting in the 2019/2020 grant cycle. Additional funds will be determined at the sole discretion of MLSE Foundation.

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All Proposals will become the property of MLSE Foundation and will not be acknowledged or returned. Proposals which are (as determined by MLSE Foundation in its sole discretion) incomplete, fraudulent, inconsistent with the Eligibility Criteria or submitted by an ineligible participant are null and void. MLSE Foundation reserves the right (but assumes no obligation) to notify parties submitting ineligible Proposals. By submitting a Proposal to the Grant Program, participants agree to comply with these Rules and be bound by the decisions of MLSE Foundation, which are final with respect to all matters relating to the Grant Program.

MLSE Foundation accepts no responsibility for Proposals which are lost, misdirected or delayed for any reason, nor is any responsibility assumed for incorrect or inaccurate capture of submission information, including (but not limited to), malfunction, human error, lost/delayed/garbled Internet/email transmission, omission, interruption, deletion, defect, or failures of any telephone, technical, network, online, or hardware or software or any combination hereof.

MLSE Foundation's sole and exclusive obligation to the confirmed Grant Recipient is the payment of the Grant amount in accordance with these Rules. MLSE Foundation will not make any additional commitments or payments beyond the amount of the Grant and all additional costs and expenses associated with the Project are the sole and exclusive responsibility of the participant.

Proposal Selection Process: The selection of the eligible Grant Recipient from all eligible Proposals received will be conducted as follow:

MLSE Foundation will select a judging committee (the "**Selection Circle**") made up of members of MLSE Foundation Staff, Board of Directors, and members of the community.

1. The Selection Circle will review and rank initial Organizations based on the quality of response to posed questions found in the Expression of Interest submission.
2. Short listed Organizations will receive an invitation to submit a more detailed Project Proposal (Full Application) by February 1st, 2020. With completed Proposals due February 25th, 2020. Unsuccessful EOI will be offered the opportunity for feedback after February 1st, 2020; while unsuccessful proposals (Full Applications) will be contacted by July 15th, 2020 and offered the opportunity for feedback.
3. The Selection Circle will review and rank Proposals based on the quality of response to posed questions found in the Full Application.
4. Organizations will be informed about final decisions by June 30th, 2020.

GENERAL TERMS AND CONDITIONS

The Grant Recipient will be notified by email, using the email provided in the Proposal. No other contact or correspondence associated with the Grant Program will be entered into with participants/applicants, except with the potential Grant Recipient(s).

Before being declared the Grant Recipient, the potential Grant Recipient must sign and return a Declaration of Eligibility and Liability Release, confirming the potential Grant Recipient's eligibility in the Grant Program and releasing MLSE Foundation, Maple Leaf Sports & Entertainment Ltd. and each of their respective subsidiaries, affiliates, directors, officers, governors, agents, and their advertising and promotional agencies (collectively, the "**Released Parties**") from any and all liability in connection with: (a) participation in the Grant Program; (b) the acceptance and use of the Grant; and (c) the administration of the Grant Program by MLSE Foundation, including (without limitation) the selection of

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Grant Recipients. Prior to being declared the Grant Recipient, the potential Grant Recipient will be required to present MLSE Foundation with reasonable proof of all facts and/or representations made within the applicable selected Proposal including, without limitation, proof of charitable status.

All documentation referenced in the preceding paragraph must be returned and delivered to MLSE Foundation on or before the date indicated on the respective documents or the Grant may be forfeited. If a potential Grant Recipient does not meet any of the Grant Program eligibility requirements, their selection will be disqualified and the next highest ranked Proposal may, in the sole discretion of MLSE Foundation, be selected. The process may continue until the Grant Recipient has been successfully selected and confirmed in accordance with these Rules. MLSE Foundation is not responsible, whether as a result of human error or otherwise, for any failure to contact any potential Grant Recipient. Upon confirmation of compliance with all of the above, the Grant Recipient will be directed by MLSE Foundation as to how to claim his/her Grant.

A Grant Recipient's refusal or inability to accept the Grant as awarded shall release MLSE Foundation from all obligations related thereto.

By submitting a Proposal to MLSE Foundation, participants are committing to executing and completing the Project detailed in the Proposal if chosen to be the Grant Recipient. If at any point during the Grant Program, a participant does not believe, in good faith, that they will be able to execute the Project detailed in the Proposal if they are chosen as a Grant Recipient, they must contact MLSE Foundation immediately to remove their Proposal from the Grant Program and return all amounts of the Grant awarded to MLSE, immediately.

Proposal Content: By submitting a Proposal, all participants irrevocably assign to MLSE Foundation all rights (including copyrights) in any Proposals or expressions of ideas provided on or through the Grant Program including, without limitation, the Proposal and all comments, suggestions, graphics, and other information or materials submitted in the Proposal and comments on or through the Grant Program website (collectively, "**User Content**"), all of which will become and remain the exclusive property of MLSE Foundation, including any future rights associated with such materials. MLSE Foundation and its licensees and designees shall have the right to use, reproduce, modify, adapt, publish, create derivative works from, distribute, and display the User Content for any purpose (including without limitation for purposes of advertising, publicizing, and promoting the Grant Program and/or MLSE Foundation or its affiliates), in any media whatsoever, now or hereafter known, throughout the universe, in perpetuity, without compensation (monetary or otherwise) or notice to you (collectively, "**Usage Rights**"). Notwithstanding the foregoing, participants (and applicable third parties) shall retain all ownership rights over any support material provided, but hereby Grant to MLSE Foundation and its licensees and designees all Usage Rights (subject to any limitations specifically identified to MLSE Foundation in writing with respect to any third-party element incorporated in the support material). Participants release and will indemnify the Released Parties from all claims against them with respect to any intellectual property or other proprietary rights, rights of privacy and publicity, rights of attribution, or any other liability under the governing law of Canada, arising in connection with the Proposal or the Project.

Participants represent and warrant that:

- they have obtained all third party consents necessary to make the foregoing assignments and representations
- their Proposal is unique and original, and that the participant has all necessary rights in and to the Proposal and each individual component thereof

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- their Proposal does not violate any law, statute, ordinance or regulation
- their Proposal 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
- is not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity (partial or otherwise); alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups; content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); any identifiable third party products, trade-marks, brands and/or logos; and/or any other content that is or could be considered inappropriate, disparaging, unsuitable or offensive, all as determined by MLSE Foundation in its sole and absolute discretion.

By submitting a Project Proposal for consideration in the Grant Program, each participant:

- (i) waives all moral rights in and to his/her Proposal and each individual component thereof in favour of MLSE Foundation (and anyone authorized by MLSE Foundation to use the Proposal or a component thereof); and
- (ii) agrees to release, indemnify and hold harmless the Released Parties from and against any and all claims related, directly or indirectly, to his/her Proposal (or a component thereof) – including, without limitation, claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related or other cause of action. For greater certainty, the Released Parties reserve the right, in their sole discretion, to modify, edit or remove any Proposal (or a component thereof), or to request a participant to modify or edit his or her Proposal (or a component thereof), if a complaint is received with respect to the Proposal (or a component thereof), or for any other reason at any time. If such an action is necessary at any time, then MLSE Foundation reserve the right, in its sole and absolute discretion, to: (a) disqualify the Proposal; (b) disqualify the participant; and/or (c) to take whatever action MLSE Foundation deems appropriate in circumstances as determined by MLSE Foundation, in its sole and absolute discretion.

Privacy: By submitting a Proposal, each participant consents to the collection, use, and disclosure of their personal information by MLSE Foundation for the purposes of (i) facilitating the administration of the Grant Program, (ii) allowing MLSE Foundation and/or authorized third parties selected by MLSE Foundation to provide the participant with information on MLSE Foundation initiatives and other grant programs, provided the participant has consented to receiving such information. **The collection, use and/or disclosure of any personal information that the participant provides are subject to MLSE's Privacy Policy which is set out at: http://www.mlse.com/privacy_policy.aspx.**

Indemnification: By participating in the Grant Program, each participant agrees to hold harmless and indemnify the Released Parties against any and all liability, damages or causes of action (however named or described) with respect to or arising out of either: (i) participation in the Grant Program; (ii) the receipt or use of a Grant awarded herein; or (iii) the administration of the Grant Program (including Grant Recipient selection) and distribution of the Grant awarded herein.

By entering the Grant Program, each participant agrees to release, waive and discharge any and all claims of damage, loss or causes of action (including, negligence), including (but not limited to) death, personal injury or loss or damage to

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property, which the participant or any of the participant's representatives, heirs, next of kin or assignees may have or which may hereinafter accrue to them against the Released Parties as a result of participation in the Grant Program or the receipt or use of the Grant awarded herein.

Termination/Modification: Subject to applicable law, MLSE Foundation reserves the right to cancel, terminate, modify or suspend the Rules or administration of this Grant Program, in whole or in part, without prior notice, with no obligation or liability, including if for any reason the Grant Program is not capable of running as planned, whether due to infection of computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failure or other failures that, in MLSE Foundation's sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Grant Program.

Tampering: The following are prohibited and will result in the automatic disqualification of the Proposal from the Grant Program: (1) using any method (directly or indirectly) that artificially increases odds of being selected as the Grant Recipient (2) non-compliance with these Grant Program Rules; and (3) any other act which jeopardizes the integrity of the Grant Program.

MLSE Foundation shall not be responsible for tampering, theft, human errors (including gross negligence) ineligibility, lost, late or misdirected Proposals or for any problems, failures or technical malfunctions of any telephone network or lines, computer online systems or servers, computer software problems or traffic congestion on the Internet, or on any website and assume no liability for damage to participant's or any person's computer resulting from participating in the Grant Program or the failure of MLSE Foundation to process any Proposal and otherwise award a Grant. MLSE Foundation assumes no responsibility for printing errors appearing in these Rules or related Grant Program materials. In addition, MLSE Foundation will not assume any responsibility of any nature whatsoever in all cases where its inability to hold the Grant Program or to remit the Grant results from a cause beyond its control, including Acts of God, weather conditions, strike, lock-out or other labour dispute. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Grant Program is a violation of criminal and civil laws and, should an attempt be made, MLSE Foundation reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

Governing Law: This Grant Program and its Rules shall be governed by and construed under the laws of the Province of Ontario, without regard to conflicts of laws principles, and all participants expressly agree that the Ontario courts shall have sole jurisdiction over any dispute or litigation arising from or relating to this Grant Program and agree to submit to the laws of and the jurisdiction of the federal courts of Canada and provincial courts of the Province of Ontario, and hereby waive the jurisdiction of any other court that now or in the future could be considered competent for any reason. The venue shall only be Toronto, Ontario.