

# CASSELS BLACK-OWNED SMALL BUSINESS GRANT

SUPPORTED BY WHEATON PRECIOUS METALS

## Terms and Conditions

These Terms and Conditions apply to the Cassels Brock & Blackwell LLP (“**Cassels**”) Black-Owned Small Business Grant (“**Grant**”), supported by Wheaton Precious Metals.

## APPLICATION PERIOD

The Grant application period commences on **April 22, 2024** and ends on **June 3, 2024**.

## HOW TO APPLY

To apply for a Grant, email the completed application form to [grantapps@cassels.com](mailto:grantapps@cassels.com) during the Application Period. Applications will be accepted by email only. No other method of entry will be accepted.

All entries must be received by the end of the Application Period to be valid. Limit one (1) entry per person/email address/business. Applicants must fully complete and submit all information requested in the Application, as directed, during the Application Period in order to be eligible. All entries must include a valid email address and phone number for the applicant. Applicants must acknowledge their agreement to the Terms and Conditions by signature at the end of the Application. Applicants are solely responsible for Internet connectivity, software, and/or hardware that may be required in order to create and/or submit their Application, including any files. Applications, including attachments, that do not comply with these the Terms and Conditions and/or are incomplete or inaccurate will be void, eliminated, and not eligible for consideration. By submitting an Application, the applicant represents that the materials submitted are original and have been created by the applicant, and/or that all necessary rights have been secured and disclosed in the event they were developed by others.

## ELIGIBILITY

To be eligible for a Grant, the applicant and their business must meet all of the following criteria:

- Business is Black-owned (i.e., owned/controlled and operated in the majority by individuals [partners, officers, managers, directors, etc.] who self-identify as Black)
- Maximum of 50 employees
- Located in the City of Vancouver, City of Calgary, or City of Toronto or have significant involvement in/impact on the Vancouver, Calgary, or Toronto business community.
- Legal and existing Canadian for-profit entity (i.e., sole proprietorship, partnership, or corporation)

Cassels shall determine, in its sole discretion, whether an applicant meets the eligibility criteria for a Grant. Cassels' decisions regarding eligibility are final and binding. There is no payment of any kind required to apply for a Grant.

## THE AWARD

Up to CAD\$100,000 of Grants and up to CAD\$100,000 of pro bono legal services from Cassels (each, the “**Pro Bono Legal Services**” and collectively with a Grant, each an “**Award**”) will be awarded to final recipients (the “**Recipients**”). The size and allocation of the Grants and Pro Bono Legal Services among the Recipients will be determined by Cassels in its sole discretion.

The Grant will be sent to each Recipient in the form of wire transfer or such other mechanism as Cassels shall choose. All federal, provincial, and local or other tax liabilities, and other expenses relating to the acceptance of the Grant, are the sole and exclusive responsibility of each Recipient. By applying for a Grant, the applicant agrees that, if selected as a Recipient, they will use the Grant solely for legitimate business expenses and for the purposes expressed in their Application.

The delivery of any of the Pro Bono Legal Services by Cassels shall be subject to legal conflicts and appropriate expertise, and shall be valued and calculated based on Cassels' national rate schedule, as may be changed from time to time in Cassels.

The Grant shall be subject to the terms and condition of a grant agreement. By applying for a Grant, the applicant acknowledges that receipt of any award is conditional on execution of the grant agreement. The Award is non-transferable and non-assignable. Cassels reserves the right, in its sole discretion, to substitute a prize of equal or greater value if an advertised award becomes unavailable. All details of any Award not specified herein shall be determined solely by Cassels.

## HOW FINALISTS AND RECIPIENTS ARE DETERMINED

Eligible Applications will be reviewed by members of a committee consisting of an internal panel of members of Cassels. The finalists (“**Finalists**”), and ultimately the Recipients, will be selected from among all eligible applicants based on their Application and any follow up questions to the Application.

Cassels may contact the applicant with requests for additional information (including copies of the business's financial statements) regarding their Application. Cassels will notify Finalists by email and/or telephone during or following the Application Period. Being selected as a Finalist does not guarantee that the applicant will receive a Grant.

After review of any additional information, Cassels will notify Finalists whether they are selected as a potential Recipient. Prior to receiving the Award, potential Recipients will be required to: (i) verify their business tax identification number and other requested tax and banking information necessary for payment of the Grant; and (ii) sign and return a grant agreement, properly executed, within three (3) days of receipt of same.

If: (i) Cassels is unable to contact the potential Recipient within three (3) days from first notification attempt; (ii) the potential Recipient fails to promptly provide, complete and return all requested documentation by the specified date; or (iii) the potential Recipient fails to comply with any of the requirements outlined in this document, it may result in a Recipient's disqualification, the forfeiture of its interest in the Grant, and, at Cassels' discretion, the presentation of the Award to a substitute recipient. A Grant not claimed by a potential Recipient and not awarded to a substitute recipient by Cassels in accordance with these Terms and Conditions

will remain the property of Cassels. All decisions of Cassels and the review committee with respect to Finalists and Recipients, and all other matters pertaining to the Grant and this process, are final and binding and cannot be appealed or challenged.

## PRIVACY

Any information provided by the applicant as part of the Application process or otherwise in connection with the Grant will be processed in accordance with Cassels' [privacy policy](#). By applying for a Grant, the applicant agrees to this privacy policy and consent to receive communications and other materials from Cassels regarding the Grant. If the applicant provides us with personal information of a reference or any other individual as part of their Application, it is their responsibility to obtain consent from that individual prior to providing such information to us.

## CONFIDENTIALITY

All non-public business and financial information the applicant provides as part of the Application will be kept confidential, except as required by applicable law. By submitting an Application, the applicant acknowledges and agrees that if they are selected as a potential Finalist or Recipient, they will not disclose to any person or third party the fact that they were selected until notified by Cassels that such disclosure is permitted or until made public by Cassels. Cassels will coordinate all publicity and press announcements regarding the Grant and will provide Recipients with as much advance notice of such announcements as possible. Cassels may refuse any media opportunity in its sole discretion.

## LIMITATIONS OF LIABILITY

Cassels, its respective subsidiaries, and its and their respective partners, officers, directors, shareholders, employees, agents, insurers, and any and all Internet servers and access provider(s) are not responsible for: any incorrect or inaccurate entry information; human error; technical malfunctions; failures, omission, interruption, deletion, or defect of any telephone network, computer online systems, computer equipment, server providers, or software, including any injury or damage to the applicant's or any other person's computer relating to or resulting from participation in the Grant process; inability to access the Cassels website or application form; theft, tampering, destruction, or unauthorized access to, or alteration of, entries; transactions that are processed late or incorrectly or are incomplete or lost due to computer or electronic malfunction or traffic congestion on the Internet or at any web site; printing or human or other errors; and any Applications that are late, lost, incomplete, misdirected, stolen, or any combination thereof. Proof of email transmission is not considered proof of delivery or receipt. Cassels reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Grant at any time and without notice.

By entering, the applicant agrees to release, discharge, indemnify, defend, and hold harmless Cassels and its subsidiaries and its and their respective partners, employees, officers, directors, shareholders, insurers, and agents from and against all claims and damages or liability arising in connection with their participation and/or entry in the Grant application process and/or their receipt or use of a Grant, or due to any injuries, damages, or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of a Grant, or participation in the process or any related activity or their breach of these Terms and Conditions. Cassels is not responsible for any incorrect or inaccurate information, whether caused by technical or human error or otherwise which may occur in the processing of applications for the Grant. Cassels will not be responsible for typographical, printing, or other errors in these Terms and Conditions or in other materials relating to the Grant.

## GENERAL TERMS AND CONDITIONS

By participating in the Grant process, the applicant:

- Accepts and agrees to be bound by these Terms and Conditions, including all eligibility requirements and Cassels' [privacy policy](#) and [Standard Terms for Client Engagements](#)
- Understands that Cassels may perform routine due diligence on any businesses that apply for the Grant as part of the regular review process
- Represents and warrants that their Application material:
  - i) Does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with entrant, and, as of the date of submission, is not the subject of any actual or threatened litigation or claim;
  - ii) Does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; and
  - iii) Does not and will not violate any applicable laws, and is not and will not be defamatory or libelous

All applicable federal, provincial, and local laws and regulations apply. In the event that the Grant process is challenged by any legal or regulatory authority, Cassels reserves the right to discontinue or modify the Grant, or to disqualify applicants residing in the affected geographic areas. In such event, Cassels shall have no liability to any applicants who are disqualified due to such an action. Failure by Cassels to enforce any term set out in this document shall not constitute a waiver of that provision. Cassels reserves the right to disqualify any applicant that in its sole judgment violates the letter or the spirit of the Grant or could reflect negatively on the image and/or reputation of Cassels.

All decisions regarding the Grant application process, procedures, and processes are at the sole discretion of Cassels. By submitting an Application, the applicant agrees not to seek any financial damages from Cassels for any claim, dispute, or cause of action in connection with or arising out of the Grant process. If the process is not capable of running as planned for any reason, including, without limitation, as a result of 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 Grant process, Cassels reserves the right, in its sole and absolute discretion, to cancel, terminate, modify, or suspend the Grant process. Cassels may disqualify any individual who tampers with the application process, and, if terminated, to determine an alternative Recipient, if any, from among all eligible, non-suspect Applications submitted up to the point of termination.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions or the rights and obligations of applicants or Cassels in connection with the Grant shall be governed by and construed in accordance with the laws of Ontario, British Columbia, Alberta, and the laws of Canada applicable therein.