

ONTARIO ARTIFICIAL INTELLIGENCE CHALLENGE

CHALLENGE RULES

The Legal Innovation Zone (“LIZ”) at Ryerson University (“the Challenge Sponsor”) is launching the Ontario AI (“Artificial Intelligence”) Legal Challenge (“the Challenge”). The Challenge is seeking creative products, technologies, processes and solutions that utilize artificial intelligence as a component of their legal tech solution.

This Challenge will result in a tangible solution that will be developed with the help of the LIZ, with potential for adoption or implementation by Ontario’s legal community or consumers of legal services.

Artificial Intelligence is difficult to define and is ever changing, however the following can be used as a definition for “artificial intelligence”:

Artificial intelligence (“AI”) is a computer that learns to perform intelligent tasks we usually think only humans can do. We’re expecting a computer to complete human tasks.

This can be broken into four AI categories: Machine learning, natural language processing, vision and speech.

Machine learning describes a system that can take data points, process them to improve performance at completing a task, and then loop that process to continue doing the task while continuously improving.

Natural language processing is when a computer can understand human language. The computer can interpret what a human actually means — deciphering intent and therefore providing more accurate and relevant answers and search results.

Vision is the computer having the ability to interpret images, identify them and describe them, which is a task humans perform automatically.

Speech is a system like Siri that can speak and interpret oral language, so you can have a back and-forth interaction.

- This explanation was provided by Andrew Arruda, CEO & Co-Founder of Ross Intelligence - for more details [click here](#)
- Further descriptions can be found [here](#)

1. CHALLENGE PERIOD

The entry period for the Challenge begins on September 27th, 2017 at 12:01 am and ends on November 10, 2017 at 11:59 pm Eastern Daylight Time (the “Challenge Entry Period”). To be eligible, your Challenge Entry (as defined herein) must be submitted during the Challenge Entry Period.

2. ELIBIGILITY

The Challenge is open to all individuals (or groups of individuals) who meet the following criteria:

- (i) is a legal resident of Canada, excluding Quebec;
- (ii) is the age of majority in their province of residence;
- (iii) has a creative solution that uses AI to support an innovative product, technology, process or solution for the consumers of legal services (law firm, corporation or individuals);
- (iv) meets the standard membership requirements for members in the LIZ (as determined by the Challenge Sponsor) including the following qualifications:
 - a. have a business/technology solution that solves a pain point in the delivery or accessibility of legal services in Ontario;
 - b. makes innovative use of AI technology as part of their business solution, or enhance existing services or processes as part of a business solution;
 - c. have a business plan/lean canvas;
 - d. have a prototype or developed idea for their product that enables business development and client input in the field of law;
 - e. are comprised of individuals who are driven, dedicated and coachable.

An individual is not eligible to enter the Challenge if the individual is: a) an employee, officer, director, governor, representative or agent of Ryerson University or any of its advertising or promotion agencies, or any other company or individual engaged in the provision of goods or services, including judging, related to this Challenge (collectively, the “Challenge Parties”), or b) a member of the immediate family (parent, child, sibling, or spouse) or household (whether related or not), of any of the Challenge Parties.

Employees of the Ontario Ministry of the Attorney General (the “Ministry”) are eligible to enter the Challenge, provided that i) the employee receives prior approval from their reporting manager that if the employee becomes a Stage 1 Winner, the employee will be granted an immediate leave of absence from their duties at the Ministry; and ii) if such approval is obtained, the employee acknowledges that any time spent participating in the Challenge at the LIZ would be a period of leave from the Ministry without pay.

Challenge Entries may be submitted by individuals or groups working together as a team. All members of a team must individually meet the eligibility criteria to enter.

3. HOW TO ENTER

No purchase necessary. An eligible individual or group of individuals (each an “Entrant”) may enter the Challenge at any time during the Challenge Entry Period by completing and electronically submitting the Challenge application form available at <http://www.legalinnovationzone.ca/AIChallenge> to the Legal Innovation Zone (www.legalinnovationzone.ca) (the “Challenge Entry”). Challenge Entries will include a written component.

The Challenge will accommodate any accessibility needs, including but not limited to assistive technologies.

4. CHALLENGE ENTRY CONDITIONS

There is a limit of one (1) Challenge Entry per Entrant during the Challenge Entry Period. Each individual may submit only one (1) Challenge Entry, either on his / her own or as part of a team. If it is discovered that more than one (1) Challenge Entry was submitted by an Entrant or individual e.g. (i) multiple Challenge Entries submitted by an Entrant; and/or (ii) separate Challenge Entries submitted by multiple Entrants, then (in the sole and absolute discretion of the Challenge Sponsor) those Challenge Entries may be disqualified from the Challenge.

To be eligible, the Challenge Entry (including the innovative business solution) may not violate the rights of any third party (for example, it may not defame, infringe or violate any publicity or privacy rights of any person, living or deceased, or otherwise infringe upon any person's, entity's, or organization's personal or property rights, including but not limited to, intellectual property rights). All Challenge Entries are confidential and will be used by the Challenge Sponsor (and any other company or individual engaged in the provision of goods and services related to this Challenge) for the sole purpose of administering and judging the Challenge. Subject to the foregoing sentence, Challenge Entries become the property of the Challenge Sponsor and will not be returned.

By entering the Challenge, the Entrant (and each individual comprising an Entrant) agrees as follows:

- (i) the Entrant will comply with these Challenge Rules and with the decisions of the Challenge Sponsor, which are irrevocable, final and are legally binding in all matters related to the Challenge;
- (ii) the Challenge Entry (including the innovation solution) does not violate the rights of any third party (for example, it may not defame, infringe or violate any publicity or privacy rights of any person, living or deceased, or otherwise infringe upon any person's, entity's, or organization's personal or property rights, including but not limited to, intellectual property rights) or any applicable laws; and
- (iii) the Entrant will actively engage with the LIZ and relocate to Toronto for a four (4) month incubation period between December 4, 2017 to March 30, 2018 (the "Incubation Period").

5. AWARDS

The following Awards are available to be won during the applicable stage of the Challenge (the "Awards"):

Stage 1 Awards:

Stage 1 Award – Acceptance as a member of and waiver of the membership fee for the Legal Innovation Zone for the Incubation Period for the Entrant, including access to four (4) months mentorship, business development advice and opportunities, access to industry experts and co-working space at the LIZ (the "Stage 1 Award"). There are a maximum of six (6) Stage 1 Awards available to be won. The approximate value of each Stage 1 Award is \$8,000 (based on an assumption of two desks per Entrant).

Stage 2 Awards:

First Place Award – there is one (1) first place seed funding award of forty thousand dollars (\$40,000 CDN) available (payable in the form of a cheque to the first place Winner) and waiver of the membership for four (4) additional months in the Legal Innovation Zone (the “First Place Award”).

Second Place Award –there is one (1) second place seed funding award of twenty five thousand dollars (\$25,000 CDN) available (payable in the form of a cheque to the second place Winner) and waiver of the membership for four (4) additional months in the Legal Innovation Zone (the “Second Place Award”).

Third Place Award - there is one (1) third place seed funding award of fifteen thousand dollars (\$15,000 CDN) available (payable in the form of a cheque to the third place Winner) and waiver of the membership for four (4) additional months in the Legal Innovation Zone (the “Third Place Award”).

Where a Winner is an Entrant that is comprised of a group of individuals/team, the Award will be paid out on a pro-rata basis to each of the individual team members that are identified on the Challenge Entry at the time of submission of the Challenge Entry.

Entrants are advised that any Award of seed funding awarded to individual Entrants or Entrant group members is taxable income and any individual who receives an Award (or portion thereof) will be issued a T4A from the Contest Sponsor evidencing the amount as “Other Income” in accordance with the requirements of the Canada Revenue Agency.

6. WINNER SELECTION PROCESS AND ODDS OF WINNING

Stage 1A – Shortlist

A panel of judges (the “Stage 1 Judges”) will be appointed by the Challenge Sponsor and the Ministry to judge each Challenge Entry on the basis of the following criteria (“Shortlist Criteria”):

	Evaluation Criteria	Weight
(a)	Have a business solution focused on solving a real legal problem, economic or social	25%
(b)	Innovative use of AI technology as part of their business solution	25%
(c)	Have a business plan/lean canvas	15%
(d)	Have a prototype or developed idea for a product that enables business development and client input	15%
(e)	Have individuals who are driven, dedicated and coachable	20%

Each Challenge Entry will be given a score (the “Shortlist Score”) by the Stage 1 Judges. The Challenge Entries with the top ten (10) Shortlist Scores (the “Shortlisted Entrants”) will be shortlisted and invited to the presentation portion of the Stage 1 process (described below). The odds of being selected as a Shortlisted Entrant will depend on the total number of

Challenge Entries, the calibre of each Challenge Entry and compliance with the Shortlist Criteria. Judging for Shortlisted Entrants is scheduled to be completed on or about November 21, 2017 (the “Shortlist Selection Date”). In the event of a tie between two or more Challenge Entries based on the Shortlist Score, the Challenge Entry that receives the highest combined score in criteria (a) and (b) of the Shortlist Criteria will be deemed to have the higher Shortlist Score.

The Challenge Sponsor, or its designated representative, will make a maximum of three (3) attempts to contact each eligible Shortlisted Entrant by telephone or email (using the information provided at the time of Challenge Entry) within five (5) business days of the end of the Shortlist Selection Date. If: (i) the eligible Shortlisted Entrant cannot be contacted within five (5) business days of the end of the Stage 1 Selection Date, (ii) there is a return of any notification as undeliverable; or (iii) the eligible Shortlisted Entrant fails to meet all applicable eligibility requirements and conditions (including, without limitation, availability to make a presentation to the Stage 1 Judges in accordance with the timeframes specified by the Contest Sponsor and relocating to the LIZ for the entire Incubation Period), then the applicable Entrant will be disqualified and will forfeit all rights to be a Shortlisted Entrant, and the Challenge Sponsor reserves the right in its sole and absolute discretion, to select an alternate eligible Shortlisted Entrant based on the next highest Shortlist Score in accordance with these Challenge Rules (in which case the foregoing provisions of this section shall apply to such alternate eligible Shortlisted Entrant) or to cancel the award for that Shortlisted Entrant.

Stage 1B – Acceptance into LIZ Incubation

The Shortlisted Entrants will be invited to make a 15-minute presentation (plus 15 minutes for questions) on their business/technology AI solution to the Stage 1 Judges on or about November 28, 2017. Each of the presentations will be judged by the Stage 1 Judges on the basis of the following criteria (the “Stage 1 Criteria”):

	Evaluation Criteria	Weight
(a)	Have a business solution focused on solving a real legal problem, economic or social	20%
(b)	Make innovative use of AI technology as part of their solution	20%
(c)	Have a business plan/lean canvas	10%
(d)	Have a prototype or developed idea for a product that enables business development and client input	10%
(e)	Have individuals who are driven, dedicated and coachable	20%
(f)	Present idea concisely and be able to clearly answer questions from judges	20%

Each Shortlisted Entrant will be given a score (the “Stage 1 Score”) by the Stage 1 Judges. The odds of being selected as an eligible winner of a Stage 1 Award will depend on the calibre of each Shortlisted Entrant’s presentation and compliance with the Stage 1 Criteria. The Shortlisted Entrants with the top six (6) Stage 1 Scores will be selected as an eligible winner of

the Stage 1 Award. Judging is scheduled to be completed on or about November 28, 2017 (the “Stage 1 Selection Date”). In the event of a tie between two or more Challenge Entries based on the Stage 1 Score, the Shortlisted Entrant that receives the highest score in criteria (f) of the Stage 1 Criteria will be deemed to have the higher Stage 1 Score.

The Challenge Sponsor, or its designated representative, will make a maximum of three (3) attempts to contact each eligible Stage 1 Award winner by telephone or email (using the information provided at the time of entry) within five (5) business days of the end of the Stage 1 Selection Date. If: (i) the eligible Stage 1 Award winner cannot be contacted within five (5) business days of the end of the Stage 1 Selection Date, (ii) there is a return of any notification as undeliverable; or (iii) the eligible Stage 1 Award winner fails to meet all applicable eligibility requirements and conditions (including, without limitation, relocating to the LIZ for the entire Incubation Period), then the applicable Entrant will be disqualified and will forfeit all rights to the Stage 1 Award, and the Challenge Sponsor reserves the right in its sole and absolute discretion, to select an alternate eligible winner of a Stage 1 Award based on the next highest Stage 1 Score in accordance with these Challenge Rules (in which case the foregoing provisions of this section shall apply to such alternate eligible winner of a Stage 1 Award) or to cancel that Stage 1 Award.

Stage 2 – Judging to Determine Three (3) Stage 2 Award Winners

On or about March 28, 2018, Winners of a Stage 1 Award will be required to present and demonstrate their innovative AI-based business solution to a panel of judges appointed by the Challenge Sponsors (the “Stage 2 Judges”). Each of the presentations will be judged by the Stage 2 Judges on the basis of the following criteria (the “Stage 2 Criteria”):

	Evaluation Criteria	Weight
(a)	Importance of the problem addressed (economic or social)	20%
(b)	Innovative use of AI technology	20%
(c)	Uniqueness of the solution (relative to competitors, and in terms of intellectual property)	20%
(d)	Extent and quality of market validation to date and scalability of the solution	20%
(e)	Overall pitch presentation	20%

Each Stage 1 Winner will be given a score (the “Stage 2 Score”) by the Stage 2 Judges. The odds of being selected as an eligible winner of a Stage 2 Award will depend on the calibre of each Stage 1 Winner and compliance with the Stage 2 Criteria. The Stage 1 Winners with the three (3) highest Stage 2 Scores (first place, second place and third place) will be selected as eligible winners of a Stage 2 Award based on the Stage 2 Score received. Judging is scheduled to be completed on or about March 28, 2018 (the “Stage 2 Selection Date”). In the event of a tie between two (2) or more eligible Stage 2 Award winners based on the Stage 2 Score, the Stage

1 Winner that receives the highest score on criterion (e) of the Stage 2 Criteria will be deemed to have the higher Stage 2 Score.

The Challenge Sponsor, or its designated representative, will make a maximum of three (3) attempts to contact each eligible Stage 2 Award winner by telephone or email (using the information provided at the time of entry) within five (5) business days of the end of the Stage 2 Selection Date. If the eligible Stage 2 Award winner cannot be contacted within five (5) business days of the end of the Stage 2 Selection Date, or if there is a return of any notification as undeliverable, then the applicable Entrant will be disqualified and will forfeit all rights to the Stage 2 Award, and the Challenge Sponsor reserves the right in its sole and absolute discretion, to select an alternate eligible winner of a Stage 2 Award based on the next highest Stage 2 Score in accordance with these Challenge Rules (in which case the foregoing provisions of this section shall apply to such alternate eligible winner of a Stage 2 Award).

7. DECLARATION OF WINNERS

Before an eligible winner of a Stage 1 Award or Stage 2 Award is declared a winner (after declaration, each referred to as a "Winner"), the Entrant (including each of the individuals who make up the Entrant) must sign and return, within five (5) business days of notification, a declaration of compliance and release of liability prepared by the Challenge Sponsor which, among other things (i) requires the Entrant to correctly answer a mathematical skill-testing question without mechanical or other aid; (ii) confirms compliance with these Challenge Rules; (iii) agrees to release the Challenge Parties and the Ministry from any and all claims, damages, liabilities, costs, and expenses arising from any liability in connection with this Challenge, the Entrant's participation therein and/or the awarding and use/misuse of the Award or any portion thereof; (iv) agrees to indemnify the Challenge Parties and the Ministry against any and all claims, damages, liabilities, costs, and expenses arising from use of the Challenge Entry including, without limitation, any claim that the Challenge Entry or innovative business solution of the Entrant infringes a proprietary interest of any third party; (v) agrees to the publication, reproduction and/or other use of the Entrant's (individual or team members) name, address (province and city), statements about the Challenge and/or photographs or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Challenge Sponsor or the Ministry in any manner whatsoever, including print, broadcast or the internet; and (vii) acknowledges acceptance of the Award (if awarded). If the Entrant (including any individual comprising the Entrant): (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed declaration of compliance and release of liability within the specified time; and/or (c) cannot be a declared a Winner in accordance with these Challenge Rules for any reason; then the applicable Entrant will be disqualified (and will forfeit all rights to be a Winner) and the Challenge Sponsor reserves the right, in its sole and absolute discretion, to select the Challenge Entry or Stage 1 Winner who received the next highest judged score during the applicable stage of the Challenge to be an eligible winner (in which case the foregoing provisions of this section shall apply to such new eligible Award winner).

8. RIGHT TO SUSPEND/MODIFY/TERMINATE

If for any reason the Challenge is not capable of running as planned, including 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 Challenge, the Challenge Sponsor reserves the right to cancel, suspend and/or modify the Challenge, or any part of it, and disqualify any individual or entity who is responsible for such action. If terminated, the Challenge Sponsor may, in its sole discretion, determine the winners from among all eligible Challenge Entries received up to time of such action using the procedures outlined herein.

9. LIMITATIONS OF LIABILITY AND RELEASE:

No liability or responsibility is assumed by the Challenge Sponsor, the Challenge Parties or the Ministry resulting from the Entrant's (or any individual comprising the Entrant's) participation in or attempt to participate in the Challenge or ability or inability to upload or download any information in connection with the Challenge. No responsibility or liability is assumed by the Challenge Sponsor, the Challenge Parties or the Ministry for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Challenge: hardware or software errors; faulty computer, cable, satellite, network, electronic, Internet connectivity or other online or network communication problems; errors or limitations of any Internet service providers, servers, hosts or other providers; garbled, jumbled or faulty data transmissions; failure of any online transmissions to be sent or received; lost, late, delayed or intercepted transmissions; inaccessibility of the Challenge website or Sponsor website in whole or in part for any reason; traffic congestion on the Internet or the Challenge website or Sponsor website; unauthorized human or non-human intervention of the operation of the Challenge, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, or worms; or destruction of any aspect of the Challenge, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Challenge. The Challenge Sponsor, the Challenge Parties and the Ministry are not responsible for any printing, typographical, technical, computer, network or human error which may occur in the administration of the Challenge, the uploading, the processing of Challenge Entries, the judging of Challenge Entries at either stage of the Challenge, the announcement of the Awards or in any Challenge-related materials. Use of the Challenge website and Sponsor website is at user's own risk. The Challenge Sponsor, the Challenge Parties and the Ministry are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer or video equipment resulting from participation in the Challenge.

By participating in the Challenge, the Entrant (and each individual comprising an Entrant) agrees: (i) to release the Challenge Sponsor, the Challenge Parties and the Ministry from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Challenge; (ii) under no circumstances will the Entrant be permitted to obtain awards for, and the Entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (iii) all causes of action arising out of or connected with this Challenge, or any Award awarded, shall be resolved individually, without resort to any form of class action; and (iv) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding legal fees and court costs.

By accepting any Award, Winner agrees that the Challenge Parties and the Ministry will have no liability whatsoever for, and shall be held harmless by Winner against, any liability for injuries, losses or damages of any kind to persons or property resulting in whole or in part, directly or indirectly, from participation in the Challenge or from the acceptance, possession, misuse or use of any Award. The Challenge Sponsor, the Challenge Parties and the Ministry are not liable in the event that any portion of the Challenge is canceled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control.

ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THE CONTEST WEBSITE AND/OR THE CONTEST SPONSOR WEBSITE OR INTERFERE WITH THE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND THE CONTEST SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

10. PRIVACY AND PUBLICITY RELEASE.

The Challenge Sponsor and its authorized agents will collect, use, and disclose the personal information provided upon registration and entry into the Challenge for the purposes of administering the Challenge and Award fulfillment, in accordance with the Challenge Sponsor's privacy policy, available at <http://www.ryerson.ca/privacy>.

By accepting a Award, Winners (individuals and team members) consent to the publication and use of their name, address (city, province), voice, statements, photographs, image and/or likeness, logo, trademark in any form, manner or media whether now known or hereafter devised, including, without limitation, in print, radio, television and on the Internet for any purpose in connection with the Challenge including, without limitation, for the purposes of advertising and trade, and promoting the Challenge Sponsor, the Ministry and /or the Challenge, without further notice or compensation.

11. GENERAL

The Challenge is governed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein.

The Challenge Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Challenge Rules, to the extent necessary, for purposes of verifying compliance with these Challenge Rules or for any other reason.

The Challenge is in no way sponsored, endorsed or administered by, or associated with, Facebook or Twitter. You understand that you are providing your information to the Challenge Sponsor and not to Facebook or Twitter. The information you provide will only be used for the administration of this Challenge and in accordance with the Challenge Sponsor's privacy policy. Facebook and Twitter are completely released of all liability by each entrant or participant in this Challenge. Any questions, comments or complaints regarding the Challenge must be directed to the Challenge Sponsor and not Facebook or Twitter.

In the event of any discrepancy or inconsistency between the terms and conditions of these Challenge Rules and disclosures or other statements contained in any Challenge-related materials, the terms and conditions of these Challenge Rules shall prevail, govern and control to the fullest extent permitted by law.