

SIAL Innovation 2023 – Rules of the operation

Article 1

On the occasion and as part of SIAL Canada 2023, which is to take place from May 9th to 11th, 2023 at Enercare Centre in Toronto, Expo Canada France (registered office at 2120 Sherbrooke Est, suite 901 Montréal, QC, H2K 1C3 – CANADA, Corporate and Trade Register (Quebec) No.: 1166144254), has decided to showcase innovative products presented by the exhibitors at the Exhibition in the framework of an operation called "SIAL Innovation", the subject of these regulations (hereinafter called "the Operation").

Participation in the Operation is CAD \$150 + taxes

The registration of the participants implies their acceptance without reservation of the clauses of these regulations and of the decisions made by the members of the jury.

Article 2

The Operation is reserved to the exhibitors (individual exhibitors or members of a group that has signed up for registration at the Exhibition) at SIAL Canada 2023 (hereinafter called "the Participant(s)"), who may present one or more products, each of which must comply with the following criteria:

- be an edible food product or food packaging/container for the food industry
- have been **created or launched, after April 2022** on the market, in their **country of origin or in any other country**.

All Participants declare and guarantee that they own the intellectual property rights relating to the product presented in the context of the Operation or, particularly in the specific case of innovations presented by Participants for which they are not the manufacturer but the distributor, that they have been duly authorised by the owner of the intellectual property rights relating to the presented product to present said product for the Operation.

Due to the nature of the Exhibition, the products presented for the Operation come from many countries and are intended to be marketed worldwide. The Participants shall guarantee that their products comply with the legislation of their country of origin or the country in which they are to be marketed.

The members of the jury, comprising experts from the food processing industry:

- examine the innovative qualities specific to the products, even if they are not finalised (test or launch phase);
- judge as a priority the relevance of whatever new benefit the product offers the consumer and/or the industry (merchandising, packaging, recipe, technology, etc.);
- award the top prizes to the products that they judge to be most innovative out of all the products selected;



They are the sole parties authorised to determine whether or not to select the products presented for the operation; their decision is final.

Article 3

In the framework of their participation in the Operation, all Participants are asked to complete a product declaration form for each product submitted for the Operation. A fee of CAD \$150 + taxes is requested per product or line of products.

Each Participant is free to present several products. If the product has several varieties/flavours, a single form detailing the available variants must be completed. If the range is made up of products that are very different from one another, the Participant shall complete as many forms as there are variants.

The product declaration forms are to be filled in online (in English) in the exhibitors' space, accessible using the personal and confidential password of each exhibitor, on the website www.sialcanada.com **before March 24th, 2023**. It is stipulated that SIAL Canada reserves the right to defer the closing date for the Operation. If this is the case, SIAL Canada shall inform the Participants of the fact.

Any dossiers submitted after the closing date of the Operation will be rejected.

Likewise, forms that are non-compliant with the provisions of these regulations shall not be taken into account.

No dossiers will be returned to the Participants at the end of the Operation.

Article 4

For each product presented, the duly-completed declaration form must be accompanied by the following items in appendix:

- One or more photos (high-definition) of the product, which must be uploaded with the declaration form to be completed online.
- The publication and reproduction rights for these photos shall be expressly transferred to SIAL Canada for any medium, whether they are managed by SIAL Canada or by the Canadian or international trade press, for the purposes of communication about the Operation.
- Copy of the registration summary of the Exhibition Participant.

Here is the address to send the samples:

*SIAL Canada, Att.: Maelle Rey-Marechal
SIAL Innovation 2022
2120 Sherbrooke Est, #901
Montréal (QC), Canada, H2K 1C3*

For food products only:

- 10 samples of the product to be sent by postal service to the address mentioned above before **March 31st, 2023**. It is stipulated that the delivery costs and any customs duties shall be borne by the Participants, who are consequently requested to inform their haulier of the fact, in order to avoid refusal of their package upon reception.
- any additional documentation useful for the examination of the product presented.

If the product presented for the Operation is meant for the catering market:

The product shall be subject to special examination by a specific jury with expertise in the catering market.

To this end, the Participants concerned must:

- have completed the part of the declaration form dedicated to Catering (and in particular checked the "Catering" box in the section: "Product Type - Your Product Category"), and
- send all documents produced specifically for catering professionals (samples, photo(s), along with product technical sheets, preparation advice, recipes, etc.)

If the product presented for the Operation is intended for the food processing industry (semi-processed food products and ingredients):

The product shall be subject to special examination by a specific jury with expertise in the food ingredients market.

To this end, the Participants concerned must:

- have completed the part of the declaration form dedicated to the In-Food BtoB market (and in particular checked the "In-Food" box in the section: "Product Type - Your Product Category"), and
- send all documents produced specifically for food processing industry professionals (samples, photo(s), along with product technical sheets, etc.)

If the product presented for the Operation is meant for the "food packaging & containers" sector:

The product shall be subject to special examination by a specific jury with expertise in the food packaging / container market.

To this end, the Participants concerned must have completed the part of the declaration form dedicated to the Food Packaging & Containers, and send all documents produced specifically for the manufacturers in the sector (photo(s), along with product technical sheet, etc.).

Article 5

A confirmation of registration shall be sent by e-mail to every duly-registered Participant.

Article 6

The Participants shall undertake to communicate nothing but precise and sincere information to the jury and, in particular, avoid any imprecision or omission likely to lead to an erroneous judgement. In the event of proven irregularity, the jury reserves the right to withdraw an awarded prize and explain this decision to the press.

Article 7

The Jury shall make its decisions based on the criteria laid out in article 2. The Participants shall be kept informed by e-mail of the decisions made by the jury.

The deliberations of the jury are strictly confidential. The decisions of the jury are discretionary and definitive. In the event of the rejection of an application, the jury is under no obligation to give reasons for the rejection.

Article 8

The selected products must be on show throughout the Exhibition on the stands of the Participants who have presented them for the Operation.

Article 9

Participants who have been awarded a prize may mention this in their own publicity: on their stand during the Exhibition (with a sticker) and, if they wish, on their Products (with a logo). They undertake to specify the year of the award and the name of the Exhibition. They undertake to communicate their result only after SIAL Canada itself has announced the prize winners for the Operation.

Article 10

All the products presented form part of the promotion of the Operation and may be made public as soon as they are received by SIAL Canada. It is therefore incumbent on the Participants to ensure that their intellectual property rights are in order and that the corresponding patents have been filed. In this regard, every Participant shall indemnify SIAL Canada against any disputes that may arise out of the disclosure of the product to the general public.

SIAL Canada declines all responsibility regarding any commercial or other uses that may be made of the products presented in the framework of the Operation in contravention of the rights of the Participants.

Each Participant moreover expressly authorises SIAL Canada to use, for the purposes of promoting the Operation, the summary description of the product, its characteristics, its benefits for the consumer/the industry, and the image of said product.

These authorisations are granted for Canada and internationally for a period of 5 years as from their registration for the Operation, on all media: paper, magnetic, optical, digital, computerised, web (in particular, social networks), telematics, electronic, film, videocassette, CD-ROM, DVD or any other medium that is known or unknown now or in the future.



Therefore, if a product is selected, the information making up the dossier of participation in the Operation (and in particular the names, logos, address, image, etc.) shall be used, in whole or in part, by SIAL Canada to promote the SIAL Innovation product selection for SIAL Canada 2023 and the Exhibition, and shall also be published in the SIAL Innovation Directory, as well as being listed on the website of the Exhibition.

Likewise, certain visuals may be used by SIAL Canada to promote the selection of selected products for SIAL Canada 2023 and produce publishing and communication materials.

All the information and photos published by SIAL Canada shall require no prior validation on the part of the Participants concerned. No recourse shall be admitted regarding the choice by SIAL Canada of the published and distributed information and photos.

Furthermore, unless expressly objected to by the Participant, this information may be distributed to the press (conferences, press releases, etc.) prior to the Exhibition and made available to journalists during and after the Exhibition.

The Participants acknowledge that, on account of the intrinsic characteristics of the Internet, the data used or entered by them on the site www.sialcanada.com are not protected against the risks of misappropriation and/or piracy, for which SIAL Canada shall not be held liable.

The Participants shall, lastly, ensure that all industrial, commercial or intellectual property rights are in order. SIAL Canada and the jury shall not be held liable for the consequences of any disclosures once the jury has made its judgement.

All Participants declare and guarantee that they possess the necessary rights to all elements transmitted to SIAL Canada in the framework of their participation in the Operation. Each Participant also undertakes to ensure that all information, images, documents and/or any elements concerning the presented product are valid on the day of its transmission to SIAL Canada.

Important: Each Participant shall indemnify SIAL Canada against any recourse made against the latter through the use of elements, of whatsoever nature, transmitted by said Participant in the framework of their participation in the Operation.

Article 11

Participants who have cancelled their participation in the Exhibition undertake to inform SIAL Canada of the fact by registered letter with acknowledgement of receipt. This cancellation shall automatically generate cancellation of their participation in the Operation.

Article 12

SIAL Canada reserves the right to shorten, extend, defer or cancel the Operation for whatsoever reason. SIAL Canada shall undertake to inform the Participants of the fact, but it shall not be held liable in any way in this regard.