



## Rules & Regulations

TO ENTER, YOU MUST READ THE OFFICIAL RULES BELOW, COMPLETE THE ENTRY FORM AND AGREE TO THE OFFICIAL RULES AND OTHER WEBSITE TERMS BY CLICKING THE ACCEPTANCE BOX ON THE ENTRY FORM BEFORE SENDING. NO PURCHASE NECESSARY.

**1. ELIGIBILITY:** This Entrepreneur Contest is open to individuals who are at least the age of maturity where they reside as of the time of entry; teams of eligible individuals; organizations (including corporations, limited liability companies, partnerships, and other legal entities) that exist and have been organized or incorporated at the time of entry, and have raised no more than \$1 Million in funds. (“Organizations”). The following are NOT ELIGIBLE: judging and Contest agencies involved in the administration, development, fulfillment and execution of this Contest (collectively, Contest Parties and the immediate family members (spouse, parent, child, sibling, grandparent, and spouse of each); individuals who are residents of, or Organizations domiciled in, a country, state, province or territory other than the United States.

**2. CONTEST PERIOD:** The following are the dates for the Contest period:

- Contest Submission Period: February 1, 2019 to March 8, 2019 (11:59 pm Mountain Standard Time).; and
- Finalist Judging and Voting: To be held in-person at RevRoad (1555 Freedom Blvd., Provo, Utah) on April 13, 2019.
- Winners Announced: Winners will be announced on April 13, 2019 at the Awards Ceremony held at the end of the judging and voting.

NOTE: Finalists will be required to be present at RevRoad in Provo, Utah, on April 13, 2019, in order to be eligible to win a prize. Finalists will need to make their own arrangements and cover their own costs to be present.

**3. TO ENTER:** To enter the Contest, log on to <https://ecomp.revroad.com> (the “Website”) during the Contest Submission Period. Follow on-screen directions to properly complete and submit your entry



form. For your entry to be valid, you must complete all required information. All entrants must have a valid e-mail address. You will be asked to answer questions about your innovation or invention. Answers to each question must be in English. The answers submitted will be considered the Contest “Entry”. Once submitted, Entries will be logged by the Contest administrators, along with the entrant’s first name and email address. Only one Entry will be allowed per contestant. Entries must describe a legitimate invention, product, technology, or service that may be lawfully operated and/or offered in the United States. Entries must be the original work of the entrant; must not infringe any third-party rights; must be suitable for publication (i.e., may not be obscene or indecent); may not contain defamatory statements; may not invade privacy or other rights of any person, firm or entity; may not in any other way violate applicable laws and regulations; may not contain any reference to any third party trademarks, names or third party logos (other than as owned by the entrant); and may not contain any copyrighted works (other than as owned by the entrant). All Entries will be reviewed for content. Entries containing prohibited or inappropriate content as determined by the Contest administrators or the sponsors of this Contest (collectively the “Sponsors”), in their sole discretion, will be disqualified and removed from consideration and will not be eligible to win a prize. By entering, you agree that the Sponsors will make the final determinations as to whether Entries are eligible to take part in this Contest. By submitting an Entry, you agree that your disclosure is gratuitous, unsolicited and without restriction, and will not place the Sponsors under any obligation, and that they will be free to disclose the ideas contained therein on a non-confidential basis to anyone without any additional compensation to you. You acknowledge that, by acceptance of your submission, Sponsors do not waive any rights to use similar or related ideas previously known to Sponsors, or developed by their employees or contractors, or obtained from sources other than you. By entering, you acknowledge that Sponsors have no obligation to use any Entry you submit.

**4. SELECTION OF WINNERS:** All Entries will be initially screened by RevRoad and a set of judges chosen by RevRoad (the “Judges”) after the end of the Contest Submission Period, which will select the Finalists. Each Finalist will be provided a 18” x 60” table space to best showcase their idea. These presentations and evaluations will go beyond the responses to the questions initially submitted as part of each Entry, and all aspects of the invention, innovation or business idea will be open to examination. After the table top displays are shared, each Finalist will have a set amount of time to give their sales pitch. From these sales pitches, the judges will select the winner. The criteria for selection, and the evaluation of Entries for satisfaction of such criteria, will be at the discretion of the judges. All potential Winners are subject to verification, including without limitation, verification of eligibility, compliance with these Official Rules and completion of release forms. In addition, Sponsors reserve the right to require a confidential background check upon the potential Winners to help ensure that the use of any such person in advertising or publicity for the Contest will not bring Sponsors or Contest Parties into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest or Sponsors, as determined by Sponsors in their sole discretion, and that the awarding of any prize to any of the potential Winners will not violate applicable U.S. or State laws or regulations. If potential Winners have been convicted of a felony or a crime of moral turpitude or have filed a



petition in bankruptcy within the previous ten (10) years, or Sponsors determine in their sole discretion that use of any potential Winners in advertising might reflect unfavorably on the Contest or Sponsors or that the awarding of any prize may violate applicable U.S. or State laws or regulations, the Sponsors may disqualify such potential Winners. If attempted notification is returned as undeliverable, if a potential Winner is not verified as eligible or a potential Winner is otherwise ineligible to receive a prize, the applicable prize will be forfeited and may be awarded to an alternate potential Winner in the Sponsors' sole discretion. Entrants agree that the Sponsors have the sole right to decide all matters and disputes arising from this Contest and that all decisions of Sponsors are final and binding.

**5. PRIZES:** ONE (1) GRAND PRIZE CONSISTING OF THE FOLLOWING: • A CHECK PAYABLE TO THE GRAND PRIZE WINNER IN THE AMOUNT OF \$10,000 (USD) • WITH THE CHANCE TO QUALIFY AS A REVROAD PORTFOLIO COMPANY; ONE (1) RUNNER-UP PRIZE: • A CHECK PAYABLE TO THE RUNNER-UP PRIZE WINNER IN THE AMOUNT OF \$2,500 (USD); ONE (1) FAN FAVORITE PRIZE: • A CHECK PAYABLE TO THE FAN FAVORITE PRIZE WINNER IN THE AMOUNT OF \$1,000 (USD).

**6. GENERAL CONDITIONS:** Winners are solely responsible for any taxes on the prizes, and will receive an IRS Form 1099 for prizes awarded. No substitution of prizes is offered, except at the sole discretion of the Sponsors. Prizes are non-transferable and non-refundable. By participating, entrants agree to these Official Rules and the Website's terms and conditions, which are final and binding in all respects. If, for any reason, the Contest is not capable of running as planned for any reason, 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 Contest, Sponsors reserve the right, in their sole discretion, to disqualify any individual who tampers with, or who is responsible for tampering with, the entry process, and to cancel, modify or terminate the Contest. This Contest is offered only in the State of Utah, United States, and is governed by the laws of the state of Utah, with venue in Utah County, Utah, and all claims must be resolved in the federal or state courts located in Utah County, Utah.

**7. LIMITATIONS OF LIABILITY AND RELEASE:** No liability or responsibility is assumed by Sponsors or Contest Parties resulting from any entrant's or user's participation in or attempt to participate in the Contest or the download of any information in connection with participating in the Contest. No responsibility or liability is assumed by the Sponsors or Contest Parties for technical problems or technical malfunction arising in connection with any of the following occurrences, which may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent to or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Website in whole or in part for any reason; traffic congestions on the Internet or the Website; unauthorized human or nonhuman intervention of



the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an account used in connection with the Contest. Sponsors are not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Website. Use of the Website is at the user's own risk. Sponsors and the Contest Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to any user's or any other person's computer equipment resulting from participation in the Contest, use of the Website or the download of any information from the Website. By participating in the Contest, the entrant thereby releases Sponsors and Contest Parties from any and all claims, damages or liabilities arising from or relating to such entrant's participation in the Contest or the use or application of any prizes awarded. By accepting a prize in the Contest, Winners agree that the Sponsors and Contest Parties shall not be liable for any loss or injury resulting from participation in the Contest, acceptance or use of any prize, or any travel related thereto.

**8. WINNERS LIST:** Winners will be announced on April 13, 2019 at the Awards Event to be held April 13, 2019 at RevRoad. Additionally, winners will be posted on the RevRoad website once they have been determined, following the end of the Contest Period.

**9. BUSINESS USE:** If you are a Contest Winner, you represent and warrant that the prizes will be used by you solely in connection with implementation, support or funding of the business invention or innovation that formed the basis of your winning Entry.

**10. NON-DISCRIMINATION:** The Sponsors do not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any aspect of the Contest.

**11. SPONSORS:** The primary Sponsor of the Contest is RevRoad, LLC, a Utah limited liability company, 1555 Freedom Blvd., Provo, Utah 84604. Other Sponsors are indicated elsewhere on the official Website.

**12. TERMS AND CONDITIONS.** Participation in the Contest is subject to the terms and conditions set forth below. RevRoad Entrepreneur Contest - Contest Terms & Conditions -

#### **A. General**

Please read these Contest Terms and Conditions (the "Terms") carefully prior to registering for the Contest described above or submitting any business concepts or ideas as part of any Entries for consideration in the Contest. All Entries and entrants will be subject to these Terms, as well as the Official Rules referenced above (the "Rules"). The Sponsors reserve the right to amend such Rules and these Terms at any time, and any modifications will be posted on this website. By submitting any



business concepts and/or ideas for consideration as part of an Entry, you represent, warrant, and covenant that you agree to be bound by and subject to the Rules and these Terms. If you do not agree to any of the Terms, you must not submit any Entries for consideration in the Contest. If the Sponsors determine at any time that the information provided in any Entry is deceptive or false, they reserve the right, in their sole discretion, to disregard such Entry and prohibit the entrant from participating further in the Contest. Each entrant agrees not to disparage, or to make any negative statements or participate in any negative publicity regarding the Sponsors, their services, or the Contest.

## **B. Entries**

1. By submitting an Entry, the entrant represents and warrants that:

- (a) the Entry comports with and does not violate the Rules and these Terms;
- (b) the Entry is original and has not been copied in whole or in part from any other work;
- (c) the entrant is the sole and rightful owner of the business concept or idea referenced in the Entry;
- (d) the Entry does not infringe on any third party's copyrighted material, trademark, privacy, publicity, patent, or other proprietary right;
- (e) any use of the Entry by the Sponsors will not infringe or violate any rights of a third party or entity, including, without limitation, copyright, trademark, patent, defamation, privacy, publicity, false light, idea misappropriation, or any contractual rights;
- (f) all statements and claims made in the Entry are true and not deceptive or misleading; and
- (g) the Entry complies with the Contest Rules and Terms.

2. If an entrant posts photographs or images with or as part of an Entry, the photographs or images may not use or contain any depiction of any trademarks, trade names, third party copyrighted material, or any material owned by any third party. Photographs or images posted with an Entry may only depict individuals who have given written permission for such submission. Sponsors will have the right to display and use any photographs and Entry information on their websites, and in publicity, reports, advertisements and media coverage relating to the Contest. By submitting a photograph or image, the entrant represents that it has received all authorizations to do so and agrees to indemnify the Sponsors for any claims arising out of said use.

3. The Sponsors do not claim any ownership rights in the information presented in any Entries. When an Entry is submitted for consideration in the Contest, the entrant grants the Sponsors, their affiliates, and their respective service providers, a worldwide, non-exclusive, royalty-free, and fully-paid limited license to use, modify, publicly perform, publicly display, reproduce, broadcast, and distribute such Entries, and information related thereto, on and through the Contest and Sponsors' websites and on and through any medium or format in any advertising or promotional material or media coverage for, or reporting relating to, the Contest.



4. The Sponsors have the right, in their sole discretion, not to accept or post any Entry or to remove any Entry from consideration in the Contest, and not to exhibit or otherwise use such Entry.

5. No entrant will be paid any consideration for submitting an Entry, participating in the Contest, or granting rights with respect to such Entry as set forth in these Terms. An entrant will only be entitled to an award as described in the Rules if selected to be a Winner by the Judges, and approved by the Sponsors.

6. If more than one Entry is submitted with respect to a particular business idea or concept, the Sponsors may accept one or more of such Entries, and will not be expected to determine which entrants may have legal rights with respect to such concepts or ideas.

### **C. The Contest Winner**

1. As provided in the Rules, if an Entry is selected as a potential winner, the entrant agrees to be subject to, and comply with, a background check and/or additional requests for information, which may include, but are not limited to an investigation into the entrant's criminal background and credit history.

2. As provided in the Rules, the Sponsors reserve the right, in their sole discretion, to overrule whatever Entries are deemed to have received the highest rating and award any prizes to Entries that are determined to be acceptable to the Sponsors.

3. As referenced in the Rules, if the Sponsors determine, in their sole discretion, that an entrant is to be named as a Contest Winner, such entrant will be required, as a condition to being entitled to receive a prize, to enter into any other further agreements, and execute and return any additional documents, determined to be appropriate by the Sponsors. For example, such agreements or documents may require any Winner to cooperate in any promotional activities relating to the Contest, or to confirm that any prize will be used in connection with the implementation, support, or funding of the business concept or idea which formed the basis of the winning Entry.

### **D. Limitation of Liability and Indemnification**

1. The Sponsors will not use, and do not have any rights in, any Entries, except for the limited license granted as provided above to facilitate the conduct and promotion of the Contest. This does not mean, however, that third parties, such as visitors to the website or audience members will not infringe or violate an entrant's intellectual property or any other rights in the information included in any Entry or provided in any presentation. The Sponsors cannot guarantee the confidentiality or security of the intellectual property rights of any entrants and cannot control the use of the ideas or concepts within any Entries by third parties. Therefore, each entrant acknowledges and agrees that



the Sponsors, their respective directors, officers, employees, agents, representatives, vendors, and contractors (collectively, the “Sponsors’ Affiliates”) are not responsible, and are not liable, for the misuse, infringement, or violation of any intellectual property rights or any other rights, relating to any Entries, or related presentations or other information provided in connection with the Contest by any third parties. Each entrant will be solely responsible for any protection or enforcement of intellectual property rights relating to Entries submitted by such entrant.

2. Each entrant hereby releases, discharges, holds harmless and agrees to indemnify the Sponsors and the Sponsors’ Affiliates from any claim or liability, whether now existing or arising in the future, arising from or related to any Entries or the Sponsors’, or any third parties’, use thereof, or arising from or related to the Contest, or the entrant’s participation therein.

3. Each entrant agrees to indemnify, defend and hold harmless the Sponsors, the Sponsors’ Affiliates and third party information providers from and against all claims, suits, actions, losses, expenses, damages, penalties, and costs, including reasonable attorneys’ fees resulting from any actual or alleged violation of these Terms, the Rules, Entries submitted by such entrant, or such entrant’s participation in the Contest.

#### E. Miscellaneous Terms

Our failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right. Each entrant agrees that no joint venture, partnership, employment or agency relationship exists between such entrant and the Sponsors or Sponsors’ Affiliates as a result of the Contest, the Rules or these Terms. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of the Rules or these Terms. If any provision of the Rules or these Terms or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of the Rules and Terms, or the application thereof to any person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. The Rules and these Terms constitute the complete agreement between the Sponsors and each entrant with respect to the Contest and any related Entries and activities, and supersedes all previous communications and representations or agreements, either oral or written, with respect to the subject matter hereof.

