

Void Where Prohibited by Law:

The Competition is subject to all applicable federal, state and local laws and regulations and is void in any jurisdiction where it is prohibited by law or regulation. Entities that are tax-exempt organizations, non-profits, or charitable trusts are not eligible to participate.

Competition and Official Rules Subject to Modification by **ORGANIZER**:

The Competition and these Official Rules are subject to modification, cancellation, or limitation at any time at **ORGANIZER**'s sole discretion, with or without notice, including to persons who have already entered the Competition. All changes to or modifications of the Competition or these Official Rules will be posted on the **ORGANIZER** website. **ORGANIZER**'s failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

General Conditions of Participation in This Competition:

Except where prohibited by law, submission of an entry constitutes the applicant's consent, for purposes of advertising, trade, promotion, and publicity, to permit **ORGANIZER** and its affiliates, without notice or further compensation, a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, create derivative works from and display in any and all forms of media, now known and hereafter devised, such applicant's name, likeness, pictures, photographs, video, voice, biographical information, and statements.

If necessary, applicants will sign any documentation that may be required for **ORGANIZER** or its affiliates to make use of these rights granted by applicants. Once submitted, all entries become property of **ORGANIZER** and will not be returned. This competition is open to anyone who is at least 18 years old (or will be by April 9, 2025) and has a desire to open a business in **ORGANIZER**.

A Washington business license is not required to participate in the workshops. If you don't have one, **ORGANIZER** will help you apply for one before the end of the competition. In addition, if you complete 5 out of 5 workshops and participate in the live pitch finale, **ORGANIZER** will fund your City of Kirkland business license through a refund.

Similar Entries: By submitting an entry, each applicant acknowledges and agrees that **ORGANIZER** may obtain many entries in connection with this Competition and other competitions staged or promoted by **ORGANIZER**, and that such entries may be similar or identical in theme, idea, format, or other respects to other entries submitted in connection with this Competition or other contests sponsored by **ORGANIZER** or submitted for other reasons or other materials developed by **ORGANIZER**. Each applicant waives all claims against any **ORGANIZER**, Party that he, she, or it may have had, may have, or may have in the future, that any Competition entry or other works accepted, reviewed, or used by the applicant may be similar to his, her, or its Competition entry, or that any compensation is due to the applicant in connection with the entry or other works used by an **ORGANIZER** Party. Each applicant agrees that no **ORGANIZER** Party shall have any responsibility for any unauthorized use of any Competition entry by third parties.

Disqualification: **ORGANIZER** reserves the right, in its sole discretion, to disqualify any applicant for any reason, including, but not limited to, for the submission of any incomplete entry or any entry not

complying with these Official Rules, or any applicant that it finds to be: (i) tampering with the entry process or otherwise tampering with the operation of the Competition, the Competition website, or any other website or web banner ad related to the Competition; (ii) acting in violation of the Official Rules; (iii) acting in a non-sportsmanlike or disruptive manner or with intent to annoy, abuse, threaten, harass, harm, mislead, or defraud any other individual or entity; or (iv) otherwise in violation of law, in each case as solely determined by **ORGANIZER**. Any person attempting to defraud **ORGANIZER** or any other applicant or in any way tamper with the Competition will be ineligible to compete in or win the Competition and **ORGANIZER** may seek any and all remedies available to it, including, if appropriate, filing complaints with legal authorities.

To be eligible to win a grand prize award, every contestant needs to attend the required number of workshops specified for each category, complete and return assignments for each workshop by the specified deadline whether or not you are required to attend that workshop and give a pitch at the live finale on April 3, 2024. All finalists will be required to submit an IRS Form W-9 in order to continue participation in the Competition. The determination of which applicants advance to successive stages of the Competition, and which applicant is the ultimate winner of the Competition, shall be in **ORGANIZER's** and the judges' sole and absolute discretion, as applicable, and each applicant hereby acknowledges that none of **ORGANIZER**, its affiliates nor their respective officers, directors, employees, and agents including outside attorneys, shareholders, representatives, successors, and assigns shall be liable in any way for the selection of, or failure to select, any applicant to advance in the Competition.

Applicants' Own Work:

Each applicant's submission must be entirely their (or in the case of a team effort, the team's) own original creation and must not infringe upon or violate any laws or any rights of third parties, including, but not limited to, such violations as infringement of copyright, patent, trademark, trade secret or other proprietary or property right, libel, defamation, violation of rights of privacy, publicity, personality or celebrity, or any contract right, or any other right of any individual, corporation or entity.

Each applicant must obtain all necessary permissions, licenses, clearances, releases, waivers of moral rights, and other approvals from third parties (including but not limited to all copyright holders and all individuals appearing in a video submission), necessary to use the submission, in whole or in part, in any way, including without limitation, to reproduce, make derivatives, edit, modify, translate, distribute, transmit, publish, license and broadcast worldwide, by any means. Any and all such permissions, licenses, clearances, releases, waivers of moral rights, and approvals must be provided to **ORGANIZER** upon its request. No **ORGANIZER** party shall be responsible to any third party for any applicant's failure to comply with this provision, and each applicant agrees to indemnify the **ORGANIZER** parties for any such claim.

Website or Competition Corruption:

If for any reason, in **ORGANIZER's** sole discretion, the Competition is not capable of running as planned or if the administration, security, fairness, integrity, or proper conduct of this Competition is corrupted or adversely affected, **ORGANIZER** reserves the right to cancel, terminate, modify or suspend the Competition.

ORGANIZER RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO MODERATE ALL ENTRIES FOR COMPLIANCE WITH THESE OFFICIAL RULES OR TO DISQUALIFY ANY ENTRY THAT IS INAPPROPRIATE, OBJECTIONABLE, OR INCONSISTENT WITH THE POSITIVE IMAGE OR GOODWILL IT WISHES TO PROMOTE IN THE COMPETITION. ALL APPLICANTS ACKNOWLEDGE AND AGREE THAT ALL ENTRY MATERIALS SUBMITTED IN CONNECTION WITH THIS COMPETITION ARE SUBMITTED ON A NON-CONFIDENTIAL AND NON-PROPRIETARY BASIS AND MAY BE USED BY ORGANIZER AND ITS AFFILIATES FOR ADVERTISING AND PROMOTIONAL PURPOSE

Voting:

If any applicant is found to be soliciting votes in return for a purchase or payment of any kind, or any other form of consideration or inducement, the applicant may be disqualified at **ORGANIZER**'s sole discretion. Applicants are prohibited from obtaining votes by any fraudulent or inappropriate means or practices, including, without limitation, offering prizes, payments or other inducements, to members of the public or using any website designed to induce individuals or provide other incentives to vote for the applicant's entry, as determined by **ORGANIZER** in its sole discretion, and **ORGANIZER** reserves the right to disregard any votes that it deems ineligible or fraudulent.

The use of scripts, macros, or any automated system or practice to vote or with the intent to impair the integrity of the voting process is prohibited and all such votes will be void. Any attempt by any voter to obtain more than the stated number of votes by using multiple accounts, identities, registrations or logins, or any other method will void that voter's votes, and that voter may be disqualified. **ORGANIZER** reserves the right to select alternate finalists should the voting appear to be tampered with or manipulated in any way.

Affidavit & Release:

As a condition of receipt of the award, the winner of the Competition will be required to execute and deliver to **ORGANIZER** a signed Affidavit of Eligibility, which includes an acceptance of these Official Rules and a release of liability.

Release and Waiver:

By entering the Competition, each applicant irrevocably agrees and acknowledges to be bound by the Official Rules and all applicable laws and decisions of **ORGANIZER** which are final and binding in all respects; to forever and irrevocably waive all of his, her, or its rights to claim ambiguity with respect to the Official Rules and to waive all of his, her, or its rights to bring any claim, action, or proceeding against any **ORGANIZER** party in connection with the Competition; and to forever and irrevocably release, indemnify, and hold harmless the **ORGANIZER** parties from any liability (including, but not limited to, liability for defamation, libel, slander, invasion of privacy, infringement of publicity or any intellectual property rights, any property loss, damage, personal injury, bodily injury, death, expense, accident, delay, inconvenience or irregularity, and any indirect, incidental, consequential, special, punitive or exemplary damages of any kind, even if an **ORGANIZER** party has been advised of the possibility of such loss or damages), costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise from, result from, or are in connection with:

- (a) the Competition including, but not limited to, any Competition-related activity or element thereof and the applicant's entry, participation, or inability to participate in the Competition;
- (b) the violation of any privacy, personal, publicity or proprietary rights;
- (c) typographical errors in these Official Rules or any Competition promotional materials;
- (d) any change in the pricing (or any components thereof) due to unavailability, business or creative considerations, or reasons beyond **ORGANIZER's** control or as otherwise outlined in these Official Rules;
- (e) any interruptions in or postponement, cancellation, or modification of the Competition;
- (f) human error;
- (g) incorrect or inaccurate transcription, receipt, or transmission of any part of the Competition entry;
- (h) any system, computer timing or dating mechanism, computer equipment, software, or Internet service provider utilized by **ORGANIZER** or by an applicant;
- (i) interruption or inability to access the Competition, the website, or any other Competition-related websites or any online service via the internet due to hardware or software compatibility problems;
- (j) any damage to the applicant's (or any third party's) computer or its contents related to or resulting from any part of the Competition;
- (k) any lost or delayed data transmissions, omissions, interruptions, defects, and/or any other destroyed, incomplete, undeliverable, or damaged Competition entries;
- (l) any wrongful, negligent, or unauthorized act or omission on the part of an **ORGANIZER** party;
- (m) the public voting or the tabulation of the votes, or
- (n) the selection by any **ORGANIZER** party or its advisors of the finalists.

Additional Considerations:

ORGANIZER will NOT offer credit to business entities whose nature is contrary to our mission and to the reasons we provide financial services. The following businesses are excluded from this competition: Any business engaged in illegal practices; companion, escort and dating services; Massage parlors; Sexual encounter clubs, organizations, and websites; Sexual in nature businesses such as bikini barista stands; Growth, processing, or retailing of cannabis; Gun shops; Lotteries or raffle; Pornographic material; Pyramid schemes, multi-level sales, etc.; Gambling establishments or casinos; Pawnshops; Check cashing, payday lending.