



PALM BEACH TECH

PALM BEACH TECH PITCH COMPETITION OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. CONTEST IS OPEN TO RESIDENTS OF THE 50 UNITED STATES, ITS TERRITORIES AND THE DISTRICT OF COLUMBIA. ENTRY OR PARTICIPATION IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES (the “Rules”).

IF YOU DO NOT AGREE TO ABIDE BY THESE RULES, YOU WILL NOT BE PERMITTED TO PARTICIPATE IN THE CONTEST. IF CHANGES ARE MADE TO THESE RULES, THE CHANGES WILL APPLY TO YOU AUTOMATICALLY.

1. **INTRODUCTION.** The Palm Beach Tech Pitch Competition is a one day event on November 13th for an evening of live, venture judged pitch competition of five (5) minute demos from emerging startups in the Palm Beaches. The Pitch Competition is free and open to everyone, specifically entrepreneurs looking to raise funding, network with their peers, and individuals interested in expanding or opening a business. This event is part of Entrepreneur Week Palm Beach, a seven day showcase featuring cutting-edge technologies, disruptive startups and leading innovators. The Judges, who will choose the winner(s) in accordance with these Official Rules. The prize(s) will be awarded to participant(s) with the highest score for the judging criteria. The Contest is subject to all applicable Federal and state laws and regulations, including, without limitation, laws and regulations relating to privacy and data collection.
2. **ELIGIBILITY.** The Contest is open to:
 - A. Individuals who are U.S. citizens or permanent residents of the fifty (50) United States its territories and the District of Columbia (the “Contest Territory”), and who are at least eighteen (18) years old at the time of entry; a permanent resident of the Contest Territory or on a temporary student/vocational visa.
 - B. Companies comprised must comprise of at least one registered member who is eighteen (18) years old at the time of entry who is a U.S. citizen or a permanent resident of the Contest Territory.
 - C. The following individuals and members of their immediate family or household are not eligible to participate in the Contest:
 - i. Any employee of the Administrator (and their respective parent companies, subsidiaries, and affiliates);
 - ii. Any individual involved with the design, production, promotion, execution, or distribution of the Contest;

iii. Any employee of an entity providing the Administrator with monetary support for the operation and/or organization of the Contest;

iv. Each Contest judge; or

v. Any individual that employs the official judges or that otherwise has a material business relationship or affiliation with the judges.

vi. For purposes of these Rules, the members of an individual's "immediate family" include the individual's spouse, children and step-children, parents and step- parents, and siblings and step-siblings, and the members of an individual's "household" include any other person that shares the same residence as such individual regardless of whether they are related.

3. **AUTHORIZATIONS, ENTRY AND CONSENT.**

A. You and/or your team are responsible for obtaining all required approvals, consents and authorizations, if any, that may be required in order for you to participate in the Contest and submit a Solution for final judging including, without limitation, approvals, consents and authorizations that may be required from your employer. If you are entering the Contest on behalf of a company or on behalf of your employer, these rules are binding on you, individually, and/or your employer. If you are acting within the scope of your employment, as an employee, contractor, or agent of another party, you warrant that such party has full knowledge of your actions and has consented thereto, including your potential receipt of a prize. You further warrant that your actions do not violate your employer's or company's policies and procedures.

B. Entry or participation in the Contest constitutes a your full and unconditional agreement to these Rules and the Administrator's decisions, which are final and binding in all matters related to the Contest. Eligibility for a prize is contingent upon fulfilling all requirements set forth in these Rules.

4. **REGISTRATION GUIDELINES AND REQUIREMENTS.**

A. The Contest shall begin at **6:00 PM** on November 13th, 2018 and end at **9:00 PM** on November 13th (the "Contest Period") at the Lake Pavilion - City of West Palm Beach (101 South Flagler Dr West Palm Beach, FL 33401)

B. To participate in the Contest, you must attend the Contest event and be registered for the Contest.

C. The Administrator is not responsible for any expenses relating to travel to or from the Contest location, or any related expenses such as lodging, meals, or transportation.

5. **SUBMISSION GUIDELINES AND REQUIREMENTS.**

A. The Contestant must submit in accordance with these Rules. Any Company submitted that is not in compliance with these Rules will be deemed ineligible, and will not be considered in the final judging.

B. Submitted Solutions may not contain any content that in the Administrator's sole discretion:

- (i) is inappropriate, offensive, or which does not relate to the subject matter of the Contest;
- (ii) infringes any third party intellectual property rights, such as if the content contains trademarks or logos owned by third parties or copyrighted materials (unless written permission is obtained);
- (iii) constitutes advertising content;
- (iv) contains any personal identifying information (such as names, telephone numbers, or street addresses); or
- (v) violates any applicable law.

6. JUDGING CRITERIA AND WINNER SELECTION.

A. Contest winners will be selected by a panel of judges, who will be appointed by the Administrator in its sole discretion. Participants will pitch a live demonstration of their Solution before the judging panel at the end of the Contest event. A demonstration can be a clickable or non-working prototype, but functioning apps and prototypes are strongly encouraged. The judging panel will review each entry to determine whether the Solution meets the judging criteria. Solutions missing significant aspects of the judging criteria will be screened out.

B. There will be a maximum of three (3) winning teams, receiving one (1) prize each as set forth in Section 7 below. Prizes will be distributed to the winning team members proportionally to the team size. The odds of winning will depend on the number and quality of entries received by the Administrator, and the skill of the participants. Judges will consider judging criteria, score each Solution submission, and confer as a group as to who will be selected as the first, second and third place winners. Judging criteria will be posted on the contest website.

7. PRIZES. ALL WINNERS ARE SUBJECT TO VERIFICATION BY THE SPONSOR, WHOSE DECISION (IN ITS SOLE DISCRETION) IS FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST.

A. The first place Contest winner will receive in-kind business services of at least TEN THOUSAND HUNDRED DOLLARS (\$10,000) in value applied by the companies donating the services.

B. The second place Contest winner will receive in-kind business services of at least FIVE THOUSAND HUNDRED DOLLARS (\$5,000) in value applied by the companies donating the services.

C. The third place Contest winner will receive in-kind business services of at least ONE THOUSAND HUNDRED DOLLARS (\$1,000) in value applied by the companies donating the services.

D. If any winner declines to accept any of the prizes, the Administrator may consider in its sole discretion to offer prizes to other Contest participants.

E. Winners will be notified at the Contest at the time of judging. The Contestant is required to be present at the time of judging in order to be eligible to collect the prize. Each Contest winner (or, if applicable, each member of the winning team) will be required to sign and return to the Administrator, an Affidavit of Eligibility and Liability/Publicity Release, except where prohibited (to be provided) and any other documents (such as tax related documents) reasonably requested by the Administrator (the "Required Documents") including, without limitation, tax documentation. The winner is responsible for ensuring that (s)he complies with all the applicable tax laws and filing requirements. If

a winner fails to provide such documentation or comply with such laws, the prize may be forfeited and the Administrator may, in its sole discretion, select an alternative winner.

F. If a Contest winner (or, if applicable, each member of the winning team) cannot be contacted, fails to sign and return the Required Documents, the Contest winner forfeits his or her prize. If a Contest winner (or, if applicable, each member of the winning team) is disqualified for any reason, the Administrator may name an alternate winner.

G. All decisions regarding prize awards are final and binding, and no more than the stated number of prizes will be awarded.

8. **PRESS AND PUBLICITY.** Except where prohibited, participation in the Contest constitutes your (including each of your team members') consent to the Administrator's and its agents' use of your name, likeness, photograph, voice, opinions, and/or hometown and state as well as the general concept of any Solution submitted by you for promotional purposes in any media, worldwide, without further payment or consideration. Winners will be mentioned by name on Contest Website.

9. **ADMINISTRATOR.** The Administrator is Palm Beach Tech Association, a non-profit membership association uniting our technology industry which is mainly located at 313 Datura St, Suite 100, West Palm Beach, FL 33401. The Administrator's social mission is to galvanize and grow the technology industry of Palm Beach County to become a landmark technology & innovation hub.

10. **CONDUCT AND GENERAL CONDITIONS.**

A. The Administrator reserves the right to cancel, suspend, and/or modify the Contest, or any part thereof for any reason including if any fraud, technical failure, or any other factor beyond the Administrator's reasonable control impairs the integrity or proper functioning of the Contest. Any attempt by a participant to deliberately damage any web site, including the Contest Website, or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Administrator reserves the right to seek damages from any such participant to the fullest extent of the applicable law.

B. The Administrator and the judges reserve the right to disqualify any participant and/or team if, in the Administrator sole discretion, it reasonably believes that a participant and/or team has (i) attempted to undermine the legitimate operation of the Contest by cheating, deception, tampering, or other unfair practices or annoys, abuses, threatens or harasses any other participant, the Administrator or judges, (ii) the Solution contains content including, without limitation, inappropriate or explicit language or images, or displays content inconsistent with the Administrator's reputation and goodwill, or (iii) the Solution submitted by a participant is in violation of third party intellectual property rights, or in violation of applicable laws or regulations.

C. Our Pitch Competition is dedicated to providing a harassment-free experience for everyone, regardless of gender, gender identity and expression, age, sexual orientation, disability, physical appearance, body size, race, ethnicity, nationality, religion, previous pitch attendance or computing experience (or lack of any of the aforementioned). We do not tolerate harassment of participants in any form. Sexual language and imagery is not appropriate at any Pitch Competition, venue, social media and other online media. Pitch Competition participants violating these rules may be sanctioned or expelled from the Pitch Competition without a refund (if applicable) at the discretion of the Pitch Competition organisers.

D. To report a rule or contest violation such as harassment contact

Joe Russo

Executive Director of Palm Beach Tech Association

Email: joe@palmbeachtech.org |Phone: 561.512.7306

E. If for any reason your Solution or other information is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, your sole remedy is another submission to the Contest if such submission is practical.

F. A computer specified by the Administrator, in their sole discretion, set to local time, is the official time-keeping device for the Contest.

G. The Administrator's failure, one or more times, to enforce any provision of these Rules will not prevent the Administrator from later enforcing that provision, (i.e., will not constitute a waiver of that provision). These Rules contain the entire agreement between the parties relating to the Contest and all changes made by the Administrator to these Rules shall automatically apply to you. You may not make any changes to these Rules. If any provision of these Rules is held to be void, invalid or inoperative, the remaining provisions will continue in effect and the invalid provision will be deemed modified to the least degree necessary to remedy such invalidity. If there is an ambiguity, discrepancy or inconsistency between these Rules and any other disclosures or other statements, whether written or oral, contained in any Contest-related materials or made at the Contest event, it will be resolved in the Administrator's sole discretion.

11. **LIMITATION OF LIABILITY AND RELEASE.** By participating in the Contest, you agree to each of the following:

A. To comply with and be bound by these Rules and the decisions of the Administrator and/or the judges, which are binding and final in all matters relating to the Contest, including interpretation of these Rules and awarding of prizes; and

B. To release and hold harmless the Administrator and their parent, subsidiary, and affiliated companies, officers, directors contractors, subcontractors and any other organizations involved in sponsoring, fulfilling, administering, advertising, or promoting the Contest, including the Administrator, and all of its respective past and present officers, directors, employees, agents, and representatives from and against any and all losses, damages, costs, expenses, liability, and claims of any kind, including, but not limited to, any injury, death, damage, loss of property, revenue, or profits, negligence, invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye, or any other legal theory), defamation, slander, libel, violation of right of publicity, misappropriation of trade secrets, infringement of trademark, copyright or other intellectual property rights, in each case whether direct, indirect, or consequential, arising out of or relating to your creation or submission of a Solution, participation in the Contest (including any travel or activity related thereto), acceptance or use or misuse of any prize (including any activity related thereto), and/ or the broadcast, transmission, performance, exploitation, or use of your submission.

C. Without limitation of the above, the Contest Parties are not responsible for:

- i. any incorrect or inaccurate information, whether or not caused by participants, printing errors, or by any of the equipment or programming associated with or utilized in the Contest;
- ii. technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in electrical power, internet lines or network hardware or software;
- iii. human intervention in any part of the entry process or the Contest;

- iv. technical or human error that may occur in the administration of the Contest or the processing of entries; or
- v. any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from your participation in the Contest or receipt, use, or misuse of any prize.

D. You agree to indemnify, defend, and hold harmless the Administrator and the Contest Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to violation of third party intellectual property rights as a result of your participation in the Contest or submission of a Solution.

12. **NO WARRANTY.** THE SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE CONTEST, WHETHER EXPRESS OR IMPLIED. IN NO EVENT SHALL THE SPONSOR, ITS DIRECTORS, OFFICERS, EMPLOYEES, THE JUDGES, AND THE CONTEST PARTIES AND ANY AFFILIATES OF ANY OF THE FOREGOING BE LIABLE FOR ANY ADVICE, INFORMATION, OR DECISIONS MADE FOR OR ON BEHALF OF THE

SPONSOR OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGES OR INJURY TO PROPERTY AND LOST PROFITS, REGARDLESS OF WHETHER THE SPONSOR OR CONTEST PARTIES HAVE BEEN ADVISED, HAVE ANOTHER REASON TO KNOW, OR IN FACT WILL KNOW, OF THE POSSIBILITY OF THE FOREGOING.

13. **NOT AN OFFER OR CONTRACT OF EMPLOYMENT.** Under no circumstances shall the submission of a Solution into the Contest, the awarding of a prize, or anything in these Rules be construed as an offer or contract of employment with either the Administrator, or the Contest Parties.

14. **GOVERNING LAW; DISPUTE RESOLUTION.** You agree that:

A. Any and all disputes, claims, and causes of action against the Administrator or Contest Parties arising out of or connected with the Contest, or any prizes awarded, other than those concerning the administration of the Contest or the determination of winners, will be resolved individually, without resort to any form of class action; and

B. Any and all claims, judgments, and awards will be limited to actual damages and out-of-pocket costs incurred, including costs associated with entering the Contest, but will in no event include attorneys' fees (except with respect to indemnification obligations).

C. The Contest and all disputes arising under or related to the Contest will be governed by and construed in accordance with the internal laws of the State of Florida, without regard to its conflict of laws provisions and shall be resolved by the state of federal courts located in Palm Beach County, Florida. **THE PARTIES HERETO HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT WHICH EITHER OR BOTH OF THEM WILL HAVE TO RECEIVE A TRIAL BY JURY WITH RESPECT TO ANY CLAIMS, CONTROVERSIES OR DISPUTES WHICH WILL ARISE OUT OF THESE RULES OR THE SUBJECT MATTER HEREOF.**

Contact Information:

Joseph R. Russo

Executive Director, Palm Beach Tech Association
Joe@PalmBeachTech.org | @JosephRRusso | 561-512-7306