

Entrepreneur®
ELEVATOR PITCH SEASON 6

CONTEST

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

1. **ELIGIBILITY**. The contest for selecting those business owners wishing to pitch their businesses in Season 6 of *Entrepreneur® ELEVATOR PITCH Contest* without having to first audition in order to participate (the “**Pitch Phase Contest**”) is open to any person, who, as of the entry date: **(a)** and continuously thereafter for the duration of the Contest, is a legal resident of the fifty (50) United States and the District of Columbia; **(b)** is sixteen (16) years of age or older; and **(c)** is the sole owner or, in the case of multiple owners, is the owner of at least fifty percent (50%), of an existing business, and with headquarters within the fifty (50) United States or the District of Columbia. Any and all employees, officers, directors, and agents and other authorized representatives of (i) Entrepreneur Media, Inc. (“**Presenter**”) and Michigan Economic Development Corporation as the sponsor (“**Sponsor**”) of Season 6 of the *Entrepreneur® Elevator Pitch* TV series (the “**Season 6 Series**”), and their respective Affiliates, and the immediate family members (parent, child, sibling and spouse, and their respective spouses, regardless of where they reside) and persons living in the same households as such immediate family members (whether related or not) of any of the foregoing (collectively, “**Presenter and Sponsor Parties**”) are *not* eligible to participate in the Pitch Phase Contest. (As used herein, “**Affiliates**” means any person or entity, who/which, directly or indirectly through one of more intermediaries, controls, is controlled by, or is under common control with, Presenter or Sponsor.) **The Pitch Phase Contest is subject to all federal, state and local laws and regulations.**

- **Pitch Phase Contest Entry Period:** Begins at 12:00 AM ET on June 30, 2020 and ends at 11:59 PM ET on August 1, 2020
- **Judging Period:** Begins at 12:00 AM ET on August 2, 2020 and ends at 11:59 PM ET on August 3, 2020, during which time five (5) Winners-Designate will be selected from among all eligible Contestants.

The computer clock of Presenter is the official time-keeping device in the Pitch Phase Contest.

2. **HOW TO PARTICIPATE**. To participate, go to <entm.ag/michigan> (“**Contest Website**”) during the Pitch Phase Contest Entry Period. YOU will then be directed to a registration form (“**Entry Form**”), which YOU will need to complete by entering certain information, including: **(a)** YOUR name, email and street address, and telephone number; **(b)** the name, website (if any), street address, and a description of YOUR business and the nature and extent of YOUR ownership of that business; **(c)** a description of the products/services

offered by YOUR business and the extent of any sales and revenues generated by that business; (d) the nature and extent of past efforts to acquire investment funding for YOUR business; and (e) how YOU would use any funding if received as a result of YOUR participation in the Season 4 Series. YOU will also be asked to provide a link to a 60-second video that YOU have created promoting YOUR business (“**Pitch Video**”). (The Entry Form and Pitch Video are collectively referred to as “**Pitch Phase Contest Entry**”).

Limit of one (1) Entry Form per person, per email address, and per business.

3. REQUIREMENTS OF CONTEST ENTRIES. By submitting a Pitch Phase Contest Entry, YOU represent and warrant that the contents thereof are, in all respects, accurate and truthful, and that YOUR Pitch Phase Contest Entry shall at no time contain content, which is illegal, inappropriate or otherwise not in good taste, including any content that:

- is obscene, pornographic, sexually explicit, or is offensive or unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous;
- promotes any particular political agenda or message;
- endorses any form of hate or hate group;
- appears to duplicate any other submitted Contest Entry;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- violates any person’s personal, civil or proprietary rights, including the publicity or privacy rights of any person, whether living or deceased;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by, and reproduced without the permission of, third parties, and without providing evidence of such permission, and in a form satisfactory, to Presenter;
- contains any third party’s personal information, such as license plate numbers, names, e-mail addresses or street addresses;
- contains copyrighted materials (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), owned by, and reproduced without the permission of, third parties, and without providing evidence of such permission, and in a from satisfactory, to Presenter;
- communicates messages inconsistent with the positive images and/or goodwill, with which Presenter wishes to be associated; and/or
- violates any applicable law.

Presenter reserves the right to disqualify any Pitch Phase Contest Entry, which it, acting in its sole discretion, considers in violation of any of the foregoing requirements.

4. SELECTION, NOTIFICATION AND ANNOUNCEMENT OF THE PITCH PHASE CONTEST WINNERS.

During the Judging Period, a Panel of Judges, consisting of various members of Presenter's Editorial Department, shall select from among those eligible Pitch Phase Contest Entries five (5) Winners-Designate. The Winners-Designate will be notified in writing via email within three (3) business days after close of the Judging Period (August 3, 2020), which will include an Affidavit of Eligibility and Release ("**Affidavit of Eligibility**") and which each Winner-Designate must sign, date, and have notarized. The completed Affidavit of Eligibility must then be returned and *RECEIVED* by Presenter **BY NO LATER THAN AUGUST 17, 2020**, whether by mail or courier service delivered to Presenter's street address identified in Paragraph 13 below. If a Winner-Designate cannot be found or fails to timely complete and return the Affidavit in accordance with these Official Rules, that Winner-Designate will immediately and automatically be disqualified. Each of those Winners-Designate, who fully and properly complete and timely return their Affidavits of Eligibility, will be confirmed by Presenter as a Pitch Phase Contest Winner and be entitled to the Prize identified in Paragraph 5 below.

5. PRIZE. The Contestants selected as Pitch Phase Contest Winners will be entitled to forego the audition process and have an opportunity to pitch their businesses to the Judges/Investors (collectively, "**Event Judges**") during the pitch phase of the filming of the Season 6 Series, which will be filmed virtually (via electron video conference platforms) during the week of August 24 to August 28, 2020. YOUR selection and participation as a Pitch Phase Contest Winner is *not* a guarantee that: (a) YOU will be selected as the winner of Season 6 of the *Entrepreneur*® **ELEVATOR PITCH Contest** (the "**Season 6 Contest**"), (b) YOU will advance beyond the pitch phase and to the boardroom of that Contest, in order to be able to pitch Your business in greater detail directly to the Event Judges, or (c) YOU will obtain funding for YOUR business as a result.

6. JUDGING CRITERIA. The Panel of Judges shall select the Winners-Designate from among all eligible Pitch Phase Contest Entries, based on the information provided in each Contestant's Entry as described in Paragraph 2 above and in particular based on the quality, thoughtfulness and creativity behind Contestant's pitch of his/her business, including (a) reason(s) for creating the business, (b) the results of any research and/or testing conducted to determine the extent of interest in or demand for the business' products and/or services, and (c) the amount of capital requested for the business and purpose(s), for which that capital will be used.

7. CONTESTANT WARRANTIES AND CONSENTS. By completing and submitting a Pitch Phase Contest Entry, YOU: (a) warrant and represent that YOU have read and agree to be bound by these Official Rules; (b) warrant and represent that YOU are eligible under these Official Rules to participate in the Pitch Phase Contest; (c) warrant and represent that all of the information contained in the Pitch Phase Entry, as well as any other information provided in response to Presenter's request (if applicable), is accurate, does not violate any third party's legal rights (including without limitation, right of privacy), and otherwise does not violate applicable

law; **(d)** consent to the irrevocable use in perpetuity by any of the Presenter and Sponsor Parties (as defined in Paragraph 1 above) of YOUR name and/or likeness and any information provided hereunder to Presenter or, for promotional purposes (whether in print, online or in any other media now known or hereafter developed), without further notice or additional compensation and unless prohibited by applicable law; and **(e)** agree, if selected and confirmed as a Pitch Phase Contest Winner, to be solely responsible for any and all tax consequences as a result of accepting and receiving the Prize.

8. PRESENTER RIGHTS. Presenter reserves the right, in its sole discretion and without liability therefor:

(a) to make all decisions concerning eligibility, which decisions shall be final and binding;

(b) to disqualify any Contestant, who it determines **(i)** is ineligible, **(ii)** has submitted inaccurate information in connection with the Pitch Phase Contest, including information in the Pitch Phase Contest Entry, **(iii)** has been responsible (whether alone or with others) for tampering with any aspect of the Pitch Phase Contest, or **(iv)** to have otherwise violated the Official Rules or applicable law;

(c) to suspend, cancel or modify the Pitch Phase Contest at any time if a virus, bug, or other technical problem corrupts or interferes with the administration, security or functionality of the Pitch Phase Contest or Contest Website, or if the process for conducting and/or concluding the Pitch Phase Contest cannot be completed as planned for any reason whatsoever; and

(d) to use Pitch Video footage across social platforms (Facebook, Twitter, LinkedIn and Instagram) as teasers leading up to the season premiere of the Season 6 Contest.

9. NO LIABILITY. By participating in the Contest, YOU acknowledge, understand and agree:

(a) that neither Presenter nor Sponsor, nor any of their respective Affiliates, nor any of the officers, directors, shareholders, employees, agents, and other authorized representatives of any of the foregoing parties (collectively, the "**Released Parties**") are responsible for, and shall be liable for: **(i)** Pitch Phase Contest Entries or any other Pitch Phase Contest documentation or communications, which are late, lost, delayed, damaged, misdirected, incomplete, illegible or unintelligible (as applicable); **(ii)** telephone, electronic, hardware or software program, network, Internet, or computer damage, malfunctions, failures, or difficulties of any kind; **(iii)** failed, incomplete, garbled, or delayed computer transmissions; **(iv)** any condition caused by events beyond their control, including without limitation technical malfunctions of telephone networks or lines, servers, networks, or computer systems, human error, defective computer equipment, or traffic congestion on the Internet, that may disrupt or corrupt access or communication to/from the Contest Website; **(v)** any injuries, losses, or damages of any kind whatsoever resulting from, or related in any manner to, participation in the Pitch

Phase Contest or the receipt, possession or use of any of the Prizes; or (vi) any printing or typographical errors in any materials associated with the Season 6 Contest, including without limitation the Pitch Phase Contest.

(b) that the Released Parties have no obligation to advise YOU that YOU have submitted an incomplete or otherwise non-compliant Pitch Phase Contest Entry.

(c) that the Prize is being provided "as is" and without any express or implied warranties.

(d) to release and hold harmless each of the Released Parties from any and all losses, damages, rights, claims and actions of any kind, resulting from, or related in any manner to, the Pitch Phase Contest or YOUR acceptance or use of the Prize, including without limitation claims based on publicity rights, defamation, and invasion of privacy.

10. CHOICE OF LAW AND JURISDICTION: Except where prohibited and except if and to the extent that the Federal laws of the United States apply, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of Contestants, including the Pitch Phase Contest Winners and the Presenter and Sponsor Parties, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of California. Any action seeking legal or equitable relief arising out of or relating to the Season 6 Contest, including without limitation the Pitch Phase Contest, or these Official Rules shall be brought only in the Federal and state courts having jurisdiction in Orange County, California. By participating in this Pitch Phase Contest, YOU hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of *forum non conveniens* or lack of personal jurisdiction YOU might have.

11. TAX INFORMATION. All federal, state, local, and other taxes on the receipt and/or use of the Prize hereunder, and any other costs and expenses associated therewith, are the sole responsibility of the recipient thereof.

12. WINNER'S NAME: The identity of each Pitch Phase Contest Winner will be posted on the Contest Website at <entm.ag/michigan>, beginning on or about August 24, 2020 and for at least thirty (30) days thereafter.

13. CONTEST CONTACT INFORMATION:

Presenter: Entrepreneur Media, Inc.
Attn: **Entrepreneur Elevator Pitch Season 6 Contest**
18061 Fitch
Irvine, CA 92614
E-Mail Address: elevatorpitch@entrepreneur.com