

## **CO.LABS & TARGET RETAIL ACCELERATOR**

### **OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN THE CONTEST.**

**A PURCHASE OR PAYMENT WILL NOT IMPACT A CONTESTANT'S  
OPPORTUNITY TO WIN.**

**THE CONTEST IS OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED  
STATES OR THE DISTRICT OF COLUMBIA.**

**MUST BE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY.**

**VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

**1. THE ENTRY PERIOD:** The Co.Labs & Target Retail Accelerator (the "Contest") begins on March 8, 2013 at 12:00 AM Eastern Time ("ET") and ends on April 30, 2013 at 11:59:59 PM ET (the "Entry Period"). No purchase is necessary to enter or win the Contest.

**2. SPONSORS:** Mansueto Ventures, LLC, 7 World Trade Center, New York, NY 10007 ("MV") and Target Enterprise, Inc., 1000 Nicollet Mall, Minneapolis, MN 55403 ("Target").

**3. ADMINISTRATOR:** Mansueto Ventures, LLC, 7 World Trade Center, New York, NY 10007.

**4. ELIGIBILITY:** The Contest is open only to legal residents of the fifty (50) United States and the District of Columbia, who are at least 18 years old as of the date of entry. Residents of Puerto Rico are ineligible to enter. Contestants must have access to the Internet to participate in this Contest. Employees of Sponsors, all other entities associated with the administration of the Contest and/or any of their parent and affiliate companies as well as their immediate family (spouse, parents, siblings and children) and household members of each such employee of such entities (collectively, "Contest Entities") are ineligible to enter. The Contest is subject to all applicable federal, state, municipal and local laws and regulations. Void in Puerto Rico, the United States Territories and Possessions, and elsewhere where prohibited or restricted by law.

**5. AGREEMENT TO OFFICIAL RULES:** Participation in this Contest constitutes Contestant's full and unconditional agreement to these Official Rules and Sponsors' and Administrator's decisions, which are final and binding in all matters related to this Contest. Being selected as a Finalist or the Winner is contingent upon fulfilling all requirements set forth herein. These Official Rules form a binding legal agreement between the Contestant and the Sponsors with respect to the Contest. The Administrator's computer will serve as the official clock of the Contest.

**6. HOW TO ENTER:** To start the entry process, each Contestant must visit <http://www.fastcolabs.com/accelerator/retail>, click through to the Registration Page and complete the registration form, which includes a confirmation that the Contestant (a) is at

least 18 years of age and (b) agrees to be bound by these Official Rules. If the Contestant is registering on behalf of a team, he/she will be deemed the Team Leader. Upon submission of the registration form, the Contestant will be redirected to the Co.Labs & Target Retail Accelerator project (the "Project") located at <https://github.com/fastcolabs/target-retail-accelerator/>. If the Contestant does not already have a GitHub account, he/she must create one at GitHub (<http://github.com>). The Contestant must then create a fork of the Project (instructions for doing so are located at <http://help.github.com/fork-a-repo/>) and create a new directory under the directory named "create-a-directory-inside-here-with-your-entry/". This newly created directory should be given the name of the team or the individual Contestant. It is into this directory that the entry materials described in Section 7 must be placed for submission (the "Entry"). Team members may share their work by committing it to the team's fork of the Project during the Entry Period. In order to complete the submission of the Entry, the Contestant/Team Leader must submit a pull request (<http://help.github.com/send-pull-requests/>) by 11:59:59 PM ET on April 30, 2013. Please note that an Entry must have **both** a Registration Page and a pull request submitted by 11:59:59 PM ET on April 30, 2013 in order for the Entry to be deemed submitted in a timely manner.

Each Contestant may submit only one (1) Entry (individually or as part of a team) during the Entry Period. Each Contestant agrees that his/her Entry shall conform to the Entry Guidelines and Content Requirements as defined in Section 7 below (the "Guidelines and Requirements"). Sponsors may remove a Contestant's Entry and disqualify a Contestant and/or Entry from the Contest if a Contestant submits more than one (1) Entry or if Sponsors believe, in their sole and absolute discretion, that an Entry fails to conform to the Guidelines and Requirements. If Sponsors reject any Entry, in their sole and absolute discretion, such Entry will not be considered a valid Entry.

## **7. ENTRY GUIDELINES AND CONTENT REQUIREMENTS:**

An approved Entry is defined as a proposal for a mobile experience that has been submitted in accordance with these Official Rules and is in compliance with the Guidelines and Requirements. Entries generated by script, macro or other automated means are void. The authorized account holder, as defined in Section 8 below, of each e-mail address included in an Entry will be deemed to be a Contestant.

An Entry may be submitted by an individual or by a Team Leader on behalf of a team of no more than eight (8) individuals. Each Entry shall include the following:

- If the Entry is on behalf of a Team, the names and email addresses of all team members, each of whom shall also be deemed a Contestant
- a written description of the proposed mobile experience, no more than 2 pages long, with bullets outlining user steps and limitations, in PDF or MS Word format
- a video no more than 30 seconds long that describes or depicts the use case for the proposed mobile experience and/or introduces the Contestant or team

- at least 1 but no more than 10 visual examples of the proposed mobile experience (e.g., wireframes, screenshots, mock ups)

Each Contestant may also include, at his/her option, a link to an online portfolio of prior work, although it should be noted that portfolios will not be considered by the judges in selecting the Finalists and the Winner.

Each Entry:

- Must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, including trademark, patent and copyright infringement;
- Must be the original work of the Contestant;
- Must not violate any intellectual property law;
- Must not have been used previously in any promotion or any other form of media;
- Must not disparage Sponsors, Administrator, or any other person or party affiliated with the promotion and administration of this Contest;
- Must not contain any background music or any form of music, excluding original works of the Contestant;
- Must not promote or contain testimonial statements pertaining to any brands or trademarks;
- Must not contain any personally identifiable information;
- Must not contain any identifiable people other than the Contestant;
- Must not contain any minors;
- Must not contain any reference to, or display of, alcohol or drug consumption;
- Must not contain images or artwork not created by Contestant;
- Must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous, as determined in the sole discretion of the Sponsor;
- Must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age
- Must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any jurisdiction where Entry is created; and
- Must be in English.

## **8. GENERAL ENTRY TERMS:**

Each Entry shall remain the intellectual property of the Contestant; provided, however, that the Winner shall be required to assign to Target all intellectual property rights to the winning Entry. All submitted Entries may be publicly visible on GitHub for a period of time during and after the conclusion of the Entry Period. By submitting an Entry a Contestant irrevocably grants Sponsors and their affiliates, legal representatives, assigns, agents and licensees, the right to use and publish a Contestant's name, likeness, biographical information and Entry (in whole or in part), together with content which Sponsors either own or have obtained the rights to use. Such publication may or may not be in, but not limited to, the following forms of media: Internet/Digital/New

Media; print; television; and radio. Further, each Contestant understands that such usage may or may not occur throughout North America and worldwide in perpetuity. Each Contestant understands and agrees that although Sponsors have the right to publish each Entry as stated hereinabove, Sponsors may elect to publish or not, in their sole discretion.

EACH CONTESTANT REPRESENTS, UNDERSTANDS AND ACKNOWLEDGES THAT HE/SHE WILL NOT BE PAID FOR OR RECEIVE ANY FORM OF COMPENSATION OR ROYALTY IN EXCHANGE FOR GRANTING SPONSORS THESE RIGHTS. Each Contestant waives all privacy/publicity rights or other legal or moral rights that might limit or preclude Sponsors' use of the respective Entry and agrees not to sue or assert any claim against Contest Entities arising out of or connected to the use of the Entry.

Nothing submitted to Sponsors as part of the Contest is confidential. Each Contestant further acknowledges that Target is continually developing new systems, software and technology and that Target currently has many projects under development. Therefore, it is possible that Target may be currently developing projects that are the same as, or similar to, a Contestant's submission.

Sponsors are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Entries -- all of which will be void. In the event of a dispute as to any Entry, the authorized account holder (determined at time of the Entry) of the e-mail address used to make the Entry will be deemed to be the Contestant and must comply with these Official Rules. The "Authorized Account Holder" is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. Each Contestant may be required to show proof of being an Authorized Account Holder.

**9. SPONSOR'S IP/LIMITED LICENSE:** Target grants Contestants a limited, revocable, non-sublicensable license to use Target's name, product, trademarks and logos (collectively, "Target's IP") for the sole purpose of entering this Contest. Contestants are not permitted to make any further use of Target's IP for any purpose whatsoever. In addition, Contestants recognize that all right, title, and interest in Target's IP shall vest exclusively to Target, and Contestant agrees that he/she has not and will not take any action that might harm or adversely affect such rights. No right, title, or interest in and to Target's IP, except for the limited license granted to Contestant in these Official Rules, is transferred or created. Each Contestant further acknowledges and agrees that Target's IP rights are valid and enforceable, and that Contestant shall do nothing to challenge the validity or enforceability of Target's IP in any forum. Contestants agree that the use of Target's IP is permitted only for the purpose of submitting an Entry in this Contest, and that any use of Target's IP (whether in the Entry or otherwise) beyond this scope infringes the rights of Target and will result in irreparable harm to Target.

**10. JUDGING CRITERIA:** At each stage of the Contest, the Judges will judge the Entries according to the following weighted factors:

**Completeness (20%):** the extent to which the application can fully execute a main task, and either fully or partially executes secondary tasks.

**Design (20%):** the extent to which the application concept is easy to grasp, and the appropriate behavior inside the app is obvious.

**Technical Expertise (20%):** the extent to which the application's components are built in sensible, scalable frameworks.

**Data (20%):** the extent to which the application creates (or makes use of) the data which are by-products of Target consumer behavior.

**Magic (20%):** the extent to which the application creates a user experience which evokes curiosity in the end user.

Each of these factors will determine the Entry's overall "Judging Points" score. In the event of any ties, the highest score in criterion Number 5, "Magic", will be used to break any ties. In the event that there is still a tie after the first tie breaker, then the highest score in criterion Number 1, "Completeness", will be used to break the tie. Determinations of the judges are final and binding.

**11. SELECTION AND NOTIFICATION OF FINALISTS:** All Entries will be initially judged by representatives of MV, using the criteria set forth in Section 10, above. MV will then refer the 50 Entries with the highest scores to a panel comprised of one representative from each of Target and MV and 3 independent judges. The 5 judges on the panel will each judge those Entries using the criteria set forth in section 10, above. The seven (7) Entries with the highest aggregate scores will be the Finalists.

On or about May 13, 2013, the seven (7) Finalists selected by the judges will each be notified of their selection. If a finalist is a team, then only the Team Leader will receive the initial notification. Any potential Finalist who doesn't respond by phone or e-mail within 24 hours of the attempted first notification will forfeit his/her status as a Finalist. Once potential Finalist status is accepted, each individual Finalist or individual member of a team who accepts that status will be required to sign (i) an Confirmation of Eligibility & Publicity Release ("Confirmation"), and (ii) a Nondisclosure Agreement ("NDA") in substantially the form set forth at <http://www.fastcolabs.com/accelerator/retail/rules/nda> with respect to certain proprietary information to be provided by Target during the next round of the Contest. Additionally if the Finalist is a team, then the Team Leader needs to sign and return an IRS Form W-9. The Confirmation, W-9, and NDA must be returned to Administrator and received by Administrator no later than three (3) business days from the date that the Confirmation and NDA are first sent to the potential Finalist or the potential Finalist will forfeit and an alternate potential Finalist will be selected as set forth below. If a potential Finalist fails to sign and return the Confirmation, W-9, and NDA within the required time period, is not in compliance with these Official Rules, or if Finalist notification is returned as undeliverable, the potential Finalist forfeits. If a Finalist is disqualified for any reason, then the Sponsors may, but are not required to, select the Entry with the next-highest Judging Points score, subject to tie breakers set forth in Section 10 to be an alternate potential Finalist.

**12. FINAL ROUND:** Each of the seven (7) Finalists will receive Ten Thousand US Dollars (US\$10,000) to develop a prototype ("Prototype") based on his/her Entry; provided, however, that if a Finalist is a team, then the Team Leader will receive the payment and be responsible for taxes on this amount. Each Finalist will be assigned to one or more Target representatives to help make the Prototype more "Target-centric" and will also receive access to certain proprietary information of Target, including access to Target's API.

Each Finalist shall deliver to Target a Prototype (or a link to a Prototype) by May 30, 2013 at 4:59:59 PM ET. Each Prototype shall be in a stable, operable format sufficient for demonstrating the application's main task. Each Finalist shall also make the application's code base available at a password-protected URL and provide Target with access. If the Prototype is a web application, Finalist shall make a usable version available at a URL. If the Prototype is a native mobile application, Finalist shall make the Prototype available through Testflight (testflightapp.com). If a Finalist wishes to deliver the Prototype by an alternate method, Finalist must obtain Target's prior written consent by May 28, 2013 at 4:59:59 PM ET.

Finalists will present their Prototypes to a panel of Target executives, either in person or via remote telepresence software such as Webex, Skype video, Google Hangout or Apple FaceTime, on mutually convenient dates between June 10 and June 24, 2013.

**13. JUDGING SELECTION OF THE WINNER:** Each Final Presentation will be judged by a panel of Target executives (the "Final Judges"). The Final Judges will judge each Final Presentation according to the criteria set forth in Section 10, above. Target's determination is final and binding.

**14. NOTIFICATION OF WINNER:** On or about June 25, 2013, the potential Winner (if a team, then only the Team Leader) will be notified. In order to accept the Grand Prize and be announced as the Winner, the potential Winner (if a team, then all team members) will be required to sign an IRS Form W-9 (except for Team Lead who has already signed) and an agreement assigning all intellectual property rights in and to the Entry and Prototype to Target in a form substantially similar to that set forth at <http://www.fastcolabs.com/accelerator/retail/rules/assignment> (the "Assignment"). The additional W-9's and Assignment must be returned to Administrator and received by Administrator no later than three (3) business days from the date that the W-9 and Assignment is sent to the potential Winner. If the potential Winner fails to sign and return the W-9 and Assignment within the required time period, the potential Winner forfeits and the Finalist with the next-highest Judging Points score, subject to tie breakers set forth in Section 10 will be selected as an alternate potential Winner.

**15. GRAND PRIZE:** The Winner will receive a Grand Prize of Seventy-Five Thousand US Dollars (\$75,000). If the Winner is a team, the Grand Prize will be divided into equal shares paid to each team member.

**16. TOTAL VALUE OF ALL PRIZES:** \$145,000.

**17. TAXES AND OTHER EXPENSES: THE POTENTIAL FINALISTS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO SPONSORS ALL DOCUMENTATION REQUESTED BY SPONSORS TO PERMIT SPONSORS TO COMPLY WITH ALL APPLICABLE US, STATE, AND LOCAL TAX REPORTING AND WITHHOLDING REQUIREMENTS.**

EACH FINALIST AND THE WINNER IS SOLELY RESPONSIBLE FOR ALL FEDERAL, STATE AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF A PRIZE. SPONSORS AND THE OTHER CONTEST ENTITIES ARE NOT RESPONSIBLE FOR ANY TAXES IMPOSED ON THE ACCEPTANCE OF A PRIZE.

**18. PRIVACY:** Any personally identifiable information collected during a Contestant's participation in the Contest will be collected by Sponsors or their agents and used by Sponsors, their affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Contest as described in these Official Rules and in accordance with Fast Company's Privacy Policy as stated at <http://www.fastcompany.com/privacy-policy> and with Target's Privacy Policy as stated at <http://www.target.com/spot/privacy-policy> and any opt-ins a Contestant may have agreed to during the registration process.

**19. WARRANTY AND INDEMNITY:** Contestants warrant that their Entry is original and that each Contestant or team of Contestants is the sole and exclusive owner and rights holder of the submitted Entry and that the Contestant/team has the right to submit the Entry in the Contest. Each Contestant agrees not to submit any Entry that (1) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligations; or (2) otherwise violates applicable U.S. law. To the maximum extent permitted by law, each Contestant on behalf of him/herself indemnifies and agrees to keep indemnified Contest Entities at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Contestant, or breach of any warranty set forth herein. To the maximum extent permitted by law, each Contestant agrees to defend, indemnify and hold harmless Contest Entities, and each of their respective affiliates, directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from: (a) any material uploaded or otherwise provided by the Contestant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, or (b) any misrepresentation made by the Contestant in connection with the Contest.

Each Contestant further agrees to release and hold harmless Contest Entities from any and all claims that any advertising subsequently produced, presented, and/or prepared by or on behalf of Sponsors infringes Contestant's rights with regard to any Entry. Any Entry that does not comply with these Official Rules or that otherwise contains prohibited or inappropriate content as determined by Sponsors, in their sole and absolute discretion, will be disqualified, and if posted on any websites related to this Contest, will be removed there from.

**20. ELIMINATION:** Any false information provided within the context of the Contest by any Contestant concerning identity, mailing address, telephone number, e-mail address, ownership of right or any other non-compliance with these Official Rules or the like may result in the immediate elimination of the Contestant and/or Entry from the Contest.

Sponsors reserve the right to disqualify any person found or suspected of tampering with the entry process or the operation of this Contest, to be acting in violation of these Official Rules, to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.



**21. INTERNET:** Sponsors and Administrator are not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission. If, for any reason, the Contest is not capable of running as planned, 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 may, in their sole discretion, cancel, terminate, modify and/or suspend the Contest. In the event the Contest is canceled, terminated, modified and/or suspended, Sponsors will judge the Entries received up until that time and, provided there are enough eligible Entries to conduct the Contest, will proceed with the Contest as defined herein. In the event a dispute arises regarding a specific individual entitled to be selected as a Finalist or the Winner, an entry will be declared made by the Authorized Account Holder” (as defined in Section 8) of the e-mail address provided when entering the Contest, and any damage made to the website will also be the responsibility of the Authorized Account Holder of the e-mail address provided at the time of entry or incident resulting in such damage. Contestant may be requested to provide Sponsors with proof that the Contestant is the Authorized Account Holder of the e-mail address associated with the entry. Proof of sending will not be deemed to be proof of receipt by Sponsors.

**22. NOT AN OFFER OR CONTRACT OF EMPLOYMENT:** Under no circumstances shall the submission of an Entry into the Contest, the awarding of a prize, or anything in these Official Rules be construed as an offer or contract of employment with Sponsors.

**23. LIMITATION OF LIABILITY:** The Contest Entities are not responsible for illegible, lost, late, incomplete, stolen, misdirected, postage due, or undeliverable e-mail or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt or jumbled transmissions, service provider/Internet/web site/use net accessibility, availability, or traffic congestion, or any technical, mechanical, printing, or typographical or other error, or unauthorized human intervention, or the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information. The Contest Entities are not responsible for any incorrect or inaccurate information, whether caused by any web site users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Contest and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to any web site(s). Contest Entities are not responsible for any injury, including death, or damage, whether personal or property, to Contestants or to any person's computer related to or resulting from participating in the Contest and/or accepting a [Prize]. If, for any reason, an Entry is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an Entry into the Contest, the Contestant's sole remedy is to submit another entry into the Contest. If, for any reason, the Contest is not capable of running as planned, Sponsors reserve the right, in their sole discretion, to cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of Finalists and the Winner, in a manner it deems fair and reasonable from among eligible entries received prior to such cancellation, termination, modification or suspension.

In no event will more Prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical or other errors, there are



more Winners than are stated in these Official Rules, a random drawing amongst the claimants will be held to determine the Winner.

The Contest Entities shall not be responsible or liable for entries that are entered by other than human means (such as by an automated computer program or any non-human mechanism, entity, or device), in excess of the stated limit, or for entries that are late, forged, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, garbled, or otherwise not in compliance with the Official Rules, and all such entries will be disqualified.

**IN NO EVENT WILL THE CONTEST ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF A CONTESTANT'S ACCESS TO AND USE OF THE PAGE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE PAGE OR ANY OTHER WEB SITE ASSOCIATED WITH THIS CONTEST. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE PAGE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CONTESTANTS SHOULD CHECK THEIR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.**

By entering the Contest, each Contestant agrees: (i) to be bound by these Official Rules and by all applicable laws and decisions of Sponsors which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action, or proceeding against any Contest Entities in connection with the Contest; and (iv) to forever and irrevocably agree to release, defend, indemnify, and hold harmless each of the Contest Entities from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability costs and expenses (including, without limitation, reasonable outside attorneys' fees) for any injuries, losses or damages of any kind to persons, including death, or property resulting in whole or in part, directly or indirectly, from: (a) the Contest, including but not limited to any Contest-related activity or element thereof, and the Contestant's entry, participation or inability to participate in the Contest, (b) the violation of any third party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Contest materials, (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a [prize] (or any component thereof), (e) any change in the prizing (or any components thereof) due to unavailability, or due to reasons beyond Sponsors' control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause

beyond any of the Contest Entities' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation, or modification of the Contest, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of the entry (including, without limitation, the information or any parts thereof), (i) any technical malfunctions or unavailability of [the Websites] or any telephone network, computer system, computer online system, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Contest Entities or by an Contestant, (j) interruption or inability to access the Contest, the Page or any other Contest-related web pages, or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to Contestant's (or any third person's) computer and/or its contents related to or resulting from any part of the Contest, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, illegible, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Contest Entities, (o) lost, late, stolen, misdirected, damaged or destroyed prize (or any element thereof), (p) the collection, use and/or sharing of Contestant's personally identifiable information by Sponsors or their designees or (q) the negligence or willful misconduct by Contestant.

**24. DISPUTES: THE CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

**25. GENERAL:** All federal, state and local laws and regulations apply. Sponsors reserve the right, to disqualify any Contestant found, in its sole opinion, to be tampering with the operation of the Contest; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Contest. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Contest will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** All Entries and/or materials submitted will not be returned. Void in all jurisdictions except those specifically included herein, in Puerto Rico and wherever restricted or prohibited by law. In the event of any conflict with any Contest details contained in these Official Rules and Contest details contained in Contest Materials (including but not limited to point of sale, television, and print advertising, packaging, and other Contest media), the details of the Contest as set forth in these Official Rules shall prevail. Contestants are responsible for determining the corresponding time zone in their respective locations.

**26. WINNERS LIST:** Any person wishing to receive a list of Finalists and the Winner must send an email to [retailaccelerator@fastcompany.com](mailto:retailaccelerator@fastcompany.com). Requests must be received no later than November 30, 2013.