

Boulder Chamber

“Esprit Venture Challenge”

Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING.

1. ELIGIBILITY. The Boulder Chamber “Esprit Venture Challenge” (the “Contest”) is only open to entrants who, as of the entry date, are legal entities (for example, a limited liability company, a corporation, etc.) organized under the laws of one of the fifty (50) United States or the District of Columbia, that (a) is duly organized and in good standing with the state of its organization, (b) has a valid Federal Tax Identification Number (“FEIN”), (c) has its principal place of business in Boulder County, Colorado, or has at least one owner or multiple owners (i.e., shareholders, members, partners, etc.) who own at least twenty 50% of the equity of entrant have their principal residence in Boulder County, Colorado, (c) has received less than one million dollars (\$1,000,000) in cumulative funding of all types (including, without limitation, capital contributions, stock and debt issuances, loans, revenue, donations, etc.) since the entity was organized, and (d) was formed less than two (2) years before the date of entry into the Contest. Additionally, the individual registering the entity as an entrant must be a permanent legal resident of one of the fifty (50) United States or the District of Columbia, at least eighteen (18) years old, who is an officer, director, owner, member, manager, partner or other representative or agent of entrant who is authorized by the entrant to register the entrant in the Contest. The Contest is void outside the eligible Contest territory; and where prohibited or restricted by law. Employees, officers and directors of the Boulder Chamber of Commerce, also referred to as the Boulder Chamber (“Sponsor”), Bivio Software Artisans, Inc. d/b/a Public Prize, Inc. (“Administrator”) and their respective parents, subsidiaries, affiliates, divisions, advertising and promotion agencies, and the parents, subsidiaries, and affiliates of each of them, are not eligible to enter. The Contest, and any website pages and advertisements relating thereto, is intended for viewing only within the eligible contest territory, and entrants must be present in the eligible Contest territory at the time they enter. Entrants must be present at the Esprit Entrepreneur event (“Event”) when the winner is announced, in order to win the Contest.

2. TIMING. The Contest entry period begins at 12:00 p.m. Mountain Time (“MT”) on **September 14, 2015** and ends at 11:59 a.m. MT on **October 14, 2015** (the “Entry Period”). The Judging Deadline will be 11:59 a.m. MT on **October 26, 2015**. The Public Voting Deadline will be 11:59 a.m. MT on **November 9, 2015**. The finalists will be announced 12:00 p.m. MT on **November 10, 2015**, and the winner will be announced on **November 18, 2015**. Administrator’s computer is the official timekeeping device for the Contest.

3. HOW TO ENTER.

a. REGISTER AND ENTER. There is one way to enter the Contest as described below. During the Entry Period go to <http://www.publicprize.com/esprit-venture-challenge> (the “Contest Website”) and follow the Contest entry instructions under the “How to Enter” tab. Fully complete all required Contest registration information, including the following:

- i. Legal name of entrant;
- ii. Public web link to Contest video presentation (“Pitch Video”). The Pitch Video may be no longer than three (3) minutes, and must be in English and publicly viewable, and be loaded on <http://www.youtube.com>;
- iii. Description of entrant’s business, product and/or service and social impact, which description can be no longer than one thousand (1,000) words, and must be in English;
- iv. Description of up to three founders of entrant, which descriptions can be no longer than two hundred (200) words each, and must be in English;
- v. Public web link to entrant’s primary business website; and

- vi. Name, address, phone number, email address, and age of individual entering entrant in the Contest.

Completely fill out the registration form and submit the entry form in accordance with the on-screen instructions. Entries must conform to the entry requirements in Section 3(b) below and will be judged as described in Section 5 below. All entries must be received by Administrator during the Entry Period.

NOTE: In addition to being subject to these Official Rules, all Contest activities by an entrant on the Contest Website are subject to the terms and conditions of the Contest Website, as applicable (including, without limitation, the Privacy Policy located at <http://www.publicprize.com/pub/privacy> and Terms of Use <http://www.publicprize.com/pub/terms>), as posted from time to time thereon.

b. ENTRY REQUIREMENTS. Each entry must meet the following requirements, compliance with which shall be as determined by Administrator in its sole discretion:

- i. The Pitch Video must accurately communicate information about the entrant, its products and services, and why entrant is deserving of awards in connection with this Contest.
- ii. Entry submissions must be in English.
- iii. The Pitch Video must be in digital formats and of a size and format as will permit uploading at the <http://www.slideshare.net> and <http://www.youtube.com>, as applicable. See such websites for additional information on format and upload requirements. By submitting materials on such websites entrants agree to the terms and conditions of such websites.
- iii. Photographs, videos, recordings and other materials in the Pitch Video may only include officers, directors, managers, members, partners, owners, employees, agents and representatives of entrant, and other third parties directly associated with entrant, for whom entrant has obtained permission and authorization for use of their personal attributes in connection with submissions in this Contest (and by submitting an entry in this Contest, entrant represents and warrants that such permissions and authorizations have been obtained).
- iv. The entire submission must be suitable for a public forum, and in keeping with Sponsor's positive business and community friendly image, and may NOT be offensive or inappropriate, as determined by Administrator in its sole discretion. Without limiting the foregoing, it must NOT contain any profanity, nudity or lewd gestures.
- v. The entire submission must be entirely original to the entrant, and must NOT include any mention or performance of any copyrighted media production, including, without limitation, music, films, books, television programming, etc., or identifying descriptions of any media property, unless entrant has received a written license from the copyright holder of any third party intellectual property featured therein.
- vi. The entire submission must NOT infringe, misappropriate or violate any right of any third party, including, without limitation, copyright, trademark, trade secret, or right of privacy or publicity, and must NOT incorporate or include anything (e.g., music, third party names, marks or logos) that would require the consent of any third party for the use of the entry by Sponsor, Administrator or any of their respective designees, unless entrant has obtained such permission in writing.

c. FOR ALL ENTRIES: LIMIT: One (1) entry per entrant in the Contest. All entries and submissions must be uploaded to the Contest Website during the Entry Period. ENTRY MATERIALS WILL NOT BE ACKNOWLEDGED OR RETURNED, AND, IN FACT, MAY BE DESTROYED. DO NOT SUBMIT ANY IRREPLACEABLE OR ONE-OF-A-KIND MATERIALS. Proof of submission of any entry materials will not be deemed to be proof of receipt by Administrator. Any submission that does not comply with any aspect of these Official Rules, as determined by Administrator in its sole discretion, may be rejected by Administrator and the entrant disqualified. All entrants and entries subject to verification prior to the awarding of a prize, as are the eligibility and claims of/information provided by an entrant or potential prize winner. Entrants will cooperate with Administrator, Sponsor and their respective representatives in connection with any and all verification activities.

d. REPRESENTATIONS, WARRANTIES AND INDEMNITY; USE OF MATERIALS. Each entrant represents and warrants that entrant's entry and entry materials (including, without limitation, the Pitch Deck and Pitch Video) meets the submission requirements set forth in this Section 3. Each entrant hereby agrees to indemnify and hold Sponsor, Administrator, and their respective parents, subsidiaries and affiliates, and the officers, directors, employees, agents, representatives, successors and assigns of each of them, harmless from and against any and all claims, demands, suits, judgments, losses, costs or expenses of any kind or nature whatsoever (including reasonable attorneys' fees) arising directly or indirectly from any breach or alleged breach of any of the warranties, representations or agreements of applicant hereunder, or from entrant's participation in the Contest. Entrant grants Sponsor, Administrator and their respective designees the right to use any and all of entrant's Contest submissions, including, without limitation the Pitch Deck and Pitch Video, for any uses associated with the Contest, and the operation and promotion thereof. Such use includes, without limitation, the right to use the entry materials on Sponsor's, Administrator's and their respective designees' websites and social media outlets (the timing of any posting shall be as determined by Sponsor and Administrator in their respective sole discretion, and there is no guarantee an entry will be used). Sponsor does not have any obligation to maintain any of the entries or submissions, or any information or ideas contained therein, as confidential or proprietary.

4. PUBLIC VOTING. Once entered in the Contest, entrants will have the opportunity to receive public votes through the Contest Website. Public voting is forty percent (40%) of an entrant's total score as described in Section 6 (Judging; Selection; Notification) below. Public voting will take place through the Contest Website during the Public Voting Period as described below. Entrants, contributors, Contributions, the contribution process and all related activities are subject to the terms and conditions of the Contest Website, as applicable (including, without limitation, the Privacy Policy located at <http://www.publicprize.com/pub/privacy> and Terms of Use <http://www.publicprize.com/pub/terms>), as posted from time to time thereon.

a. Each Entrant will have a section of the web page ("Public Page Section"), which will display the Entrant's public information, including name, Pitch Video, business description, and founder bio(s).

b. Each Public Page Section will have voting buttons, which allow any user or individual ("Voter") to place votes for the entrant, however Voters must first log-in on LinkedIn in order to vote on the Public Page Section. These votes will be credited in the Contest Website's database to the entrant. Each vote via LinkedIn will count once per vote recipient, and if the Voter then enters the Voter's Twitter handle and tweets with @BoulderChamber and #EspritVentureChallenge, the applicable Entrant will receive an additional vote from the Voter.

c. The number of votes per entrant will be kept secret from the Voters, the general public, and the judges during the Voting Period.

d. The public voting score for each Entrant will be the number of votes received by that Entrant, divided by the sum of all public votes received for all Entrants, multiplied by 40.

5. JUDGING; SELECTION; NOTIFICATION.

a. JUDGING; SELECTION. Eligible entries received during the Entry Period will be judged and scored by a judging panel appointed by Sponsor (minimum of 5 judges) who will judge and rank the top five (5) entries (top five to be determined based on Public Voting).

The judging panel will be comprised of individuals who are experienced in business, marketing, entrepreneurship, and angel/venture/private equity funding. Judges will be individuals selected by Administrator and may also be employees or agents of Sponsor, Administrator or their respective affiliates, or advertising and promotion agencies. Public voting ("Public Vote Score") will be determined based on number of public votes per entrant, divided by sum of all public votes, multiplied by 40. Initial judging ("Judge Score") will be determined based on points earned based on the Judging Criteria as described above, multiplied by 60. Each entrant's "Total Score" will then be determined based on the Judge Score plus the Public Vote Score, and the three (3) entrants with the highest Total Score will be the finalists to be voted on by individuals present at the Event. Each entrant's "Final Score" will be determined based on voting at the Event, by adding all votes received at the Event to the Entrant's Total Score. The eligible Entrant with the highest Total Score subject to these Official Rules will be the potential winner of first prize in the Contest, provided that (a) a founder of the entrant must be present at the Event in order to win, and (b) that

founder must be prepared to answer questions and give a short (no more than ten (10) minutes) presentation at the Event. In the event of a tie, the tied entries will be judged against each other by members of the judging panel present at the Event, using the Judging Criteria until the tie is broken.

b. **NOTIFICATION.** The three (3) finalists will be announced on **November 10, 2015**, and the potential winner will be announced at the Event on **November 17, 2015**. The potential winner must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements, including being present at the Event. The potential winner will be notified at the Event. In order to claim a prize, the potential winner will be required to execute and return to Administrator a notarized Affidavit of Eligibility, a Liability Release and, except where prohibited by law, a Publicity Release (an "Affidavit/Release") in the form(s) provided by Administrator, including the entrant's FEIN. The Affidavit/Release must be returned to Administrator by the date and/or time indicated within the Affidavit/Release. If the potential winner is not present at the Event when the potential winner is announced, or if the potential winner fails to return the Affidavit/Release within the specified time, or if the potential winner or his/her entry is found to be ineligible, or if the potential winner does not comply with the Official Rules, then the potential winner may be disqualified and an alternate potential winner selected by Administrator in the disqualified entrant's place, which alternate will be the entrant who would have been the applicable prize winner if the disqualified potential winner was not considered in the Contest judging. In such event, an alternate potential winner will be notified by Administrator as described above and will be required to return the required documents to Sponsor as described above; however, Administrator, in its sole discretion, may adjust the above timing and delivery requirements to accommodate Administrator's Contest schedule. Neither Sponsor nor Administrator is responsible for the failure of a potential winner to receive Administrator's notification or the required documents for any reason, or for the inability of such potential winner to return the required documents for any reason. Each winner agrees that entrant will not conduct or participate in any media interview (or permit any of its directors, officers, members, managers, partners, employees, representatives or agents) regarding this Contest or any prize without the express prior written permission of Sponsor and Administrator.

6. AGREEMENT TO OFFICIAL RULES AND DECISIONS. By participating in the Contest, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor, Administrator and the Contest judges (including, without limitation, decisions regarding eligibility of entries, the selection of entrants and the winner(s), and the awarding of the prize(s)), which are final and binding in all respects. Entrants and winners must comply with all terms and conditions of these Official Rules, and participation and winning is contingent upon fulfilling all requirements.

PRIZES; HONORABLE MENTIONS. Subject to the terms and conditions of these Official Rules, two (2) prizes will be awarded in the Contest: one (1) "First Prize" and one (1) "Student Prize." The approximate retail value ("ARV") of the First Prize is nine-thousand dollars (\$9,000), and the ARV of the Student Prize is one-thousand dollars (\$1,000). The aggregate ARV of all prizes to be awarded in this Contest is ten-thousand dollars (\$10,000). The First Prize consists of and is limited to nine-thousand dollars (\$9,000), payable by check to the winner with the highest Total Score. In addition, the Entrant with the highest Judging Score that includes a management team consisting of at least fifty (50) percent college or graduate school students who are carrying a full-time academic load ("Student Entrant"), are eligible to receive a prize of one-thousand dollars (\$1,000), the "Student Prize." Prizes are nontransferable, nonassignable, nonnegotiable, and not redeemable for cash or credit. Prize must be accepted as awarded. Prize is awarded "AS IS" with no warranty, representation, or guarantee, express or implied, in fact or in law, made by Sponsor or Administrator, or for which Sponsor or Administrator shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No prize substitutions, except by Administrator and Sponsor, who reserve the right (but have no obligation) to substitute a prize (or a component thereof) with another prize of equal or greater value (including cash) if the prize (or a component thereof) is not available for any reason as determined by Sponsor and Administrator in their sole discretion. Unused components of the prize shall be forfeited and have no redeemable cash value. Winner is solely and fully responsible for any and all costs, fees, taxes, assessments and expenses associated with prize award, redemption, receipt and use, including, without limitation, all federal, state and local taxes on the prize. If applicable, winner will be issued applicable tax documents for the actual retail value of the prize. Winners waive the right to assert as a cost of winning a prize any and all costs of verification and redemption or travel to redeem the prize. Non-compliance with any of the foregoing and any other condition of this Contest may result in disqualification and forfeiture of prize, in which case, no

consideration will be awarded. **LIMIT:** One (1) prize per entrant in this Contest, except Student Entrants are eligible to receive both the Student Prize and First Prize.

In connection with the Contest, Administrator and Sponsor may also recognize certain applicants who do not receive a prize for recognition as an Honorable Mention in the Contest. The criteria for selection of an Honorable Mention, and the selection of Honorable Mention entrants, will be as determined by Sponsor and Administrator in their sole discretion. A potential Honorable Mention entrant will be notified in person, or by phone, letter (by postal or overnight delivery) and/or e-mail.

7. PUBLICITY. Except where prohibited by law, participation in the Contest constitutes entrant's consent to Sponsor's and Administrator's (and their respective designees', successors' and assigns') use of entrant's entry materials, including, without limitation, the Pitch Deck and Pitch Video, and any portions thereof, for promotional purposes with respect to the Contest in any manner or media (including, without limitation, online), worldwide, in perpetuity, and without further payment, consideration, notice, review or consent.

8. GENERAL CONDITIONS. Sponsor and Administrator reserve the right, in their sole discretion, to terminate, modify or suspend the Contest if, in Administrator's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond Sponsor's and Administrator's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest. In such event, Sponsor reserves the right (but does not have the obligation) in its sole discretion to award prizes as it determines to be fair and equitable under the circumstances. Administrator reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of this Contest is a violation of criminal and civil laws, and, should such an attempt be made, Sponsor and Administrator each reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor's or Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

9. RELEASE. By entering, each entrant forever and irrevocably releases and holds harmless Sponsor, Administrator, and their respective parents, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, affiliates, Contest partners and prize suppliers, and all of their respective employees, officers, directors, shareholders and agents from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in the Contest (including, without limitation, any activities associated with creating the entry), and/or entrant's award, receipt or use of any prize awarded in the Contest.

10. LIMITATIONS OF LIABILITY. Neither Sponsor nor Administrator is responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, or misdirected entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Contest; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Contest or the processing of entries; or (f) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest, or from viewing, playing or downloading any material from Sponsor's, Administrator's or any third party's website(s), regardless of whether the material was prepared by Sponsor, Administrator, or a third party, and regardless of whether the material is connected to Sponsor's or Administrator's websites by a hypertext link.

11. DISPUTES. Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in federal or state courts located in the City and County of Denver, Colorado; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of Colorado for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments,

and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant, Administrator or Sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of Colorado, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Colorado, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Colorado.

12. DATA COLLECTION. Entrants provide personal information to Administrator, Sponsor and their respective designees, when they enter and participate in the Contest. Administrator, Sponsor, and their respective designees collect this information and use it to (a) administer this Contest and (b) for market research and for other marketing purposes. Administrator, Sponsor and their respective designees may share this information with third parties who need access to this information to perform services on Administrator's and Sponsor's behalf. Administrator and Sponsor may also share this information with select marketing partners, who may use it to contact you with information and offers they believe will be of interest to you. For more information about the ways Administrator and Sponsor uses and shares personal information collected online through the Contest Website, please see our [Privacy Policy](#) and [Terms of Use](#).

13. OFFICIAL RULES. These Official Rules are available at <https://www.publicprize.com/esprit-venture-challenge/rules> or by sending a self-addressed postage-stamped envelope to "Esprit Venture Challenge – Rules Request," Public Prize, Inc., 4800 Baseline Road, Unit E-104-336, Boulder, Colorado 80303.

14. WINNER'S LIST. To request a list of the Contest winner, send a self-addressed postage-stamped envelope to "Esprit Venture Challenge - Winner List Request," Public Prize, Inc., 4800 Baseline Road, Unit E-104-336, Boulder, Colorado 80303. Requests must be received by December 1, 2015.

SPONSOR; ADMINISTRATOR. The sponsor of the Contest and the address at which the Sponsor may be contacted is: Boulder Chamber of Commerce, 2440 Pearl Street, Boulder, Colorado 80302. The Administrator of the Contest and the address at which the Administrator may be contacted is: Public Prize Inc., 4800 Baseline Road, Unit E-104-336, Boulder, Colorado 80303.