**McCloskey Business Plan Competition**

Presented by the Gigot Center for Entrepreneurial Studies and the Mendoza College of Business

at the University of Notre Dame

**2010-2011 Competition Waiver and Rules Acknowledgement**

*Every member of each team (including individuals competing alone) registered to compete in the McCloskey Business Plan Competition is required to sign a Competition Waiver and Rules Acknowledgement form, and submit it to the Gigot Center for Entrepreneurial Studies, 234 MCOB by* ***5:00 PM on November 8, 2010****. Teams that do not submit this form by the deadline may be disqualified.*

**Team/Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Team leader name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

I/We are pleased to participate in the 2010-2011 McCloskey Business Plan Competition (the “Competition”). The Team outlined herein is submitting an Entry according to the Competition’s rules and regulations, which I/We have read completely and fully understand. I/We understand that in order for my/our Team to be eligible for the Competition, *all* team members must sign below. I/We acknowledge that the Gigot Center, the Mendoza College of Business, and/or the University of Notre Dame reserve(s) the right to modify the Competition entry requirements if necessary.

**Entry Requirements**

In the course of participation in the Competition, my/our Team will submit an entry (the “Entry”) for evaluation. The Entry will include an initial written Venture Overview (“Overview”) that must be limited to two (2) pages, and *may* include a Preliminary Venture Plan (“Plan”) that must be limited to ten (10) pages of text and no more than five (5) additional pages of appendices, as well as an oral presentation of the Plan, if our Team is selected to advance to the semifinal Round of the Competition. I/We understand that completed Entries and component parts thereof *must* be submitted by the stated deadlines, and that disqualification of my/our Team from further participation in the Competition may result in the event that any one or all of us fail to submit any part of the Entry in a timely fashion.

**Confidentiality**

The Entry will contain the ideas, inventions, and concepts (collectively, “Ideas”) of my/our team. I/We acknowledge and understand that no one associated with the Competition, including but not limited to Gigot Center staff, University of Notre Dame faculty, members of the Irish Angels, judges, mentors and advisors will be asked or required to sign a non-disclosure agreement, and while the Competition judges and others associated with the Competition will take reasonable steps to maintain the confidentiality of the Entry and Ideas contained therein, I/we acknowledge that disclosure of the Entry and any Ideas contained therein is possible. I/We hereby assume all responsibility for preservation of the confidentiality or protectable proprietary intellectual property contained in my/our Entry, and agree that no one associated with the Competition, including but not limited to Gigot Center staff, University of Notre Dame faculty, members of the Irish Angels, judges, mentors and advisors, shall bear any responsibility for any adverse consequences associated with disclosure, absent bad faith, fraud, or criminal behavior.

**Originality and Intellectual Property**

I/We warrant that all ideas contained in our Entry are mine/ours alone, and do not infringe the proprietary rights, including *but not limited to* copyright, trademark, trade secret, or patent, of any other person or entity, or that if others’ ideas or intellectual property have been incorporated into our entry, that their permission has been obtained in writing, in advance. If any part of our idea contains or pertains to research conducted at the University of Notre Dame, I/we warrant that this has been properly disclosed to the Office of Technology Transfer, and that written permission, in the form of a license or otherwise, to utilize this research in my/our Entry has been obtained in writing, in advance. I/We agree that the Entry I/we submit may be reviewed by the University of Notre Dame, including but not limited to its legal counsel and/or its Office of Technology Transfer, to determine whether the University or any party other than members of our Team maintains any protectable proprietary interest in the Entry or Ideas contained therein. I/We agree that the Gigot Center may use our Competition submissions, as well as photographs or video taken of us, as a group or individually, over the course of the Competition, for educational and promotional purposes, in perpetuity.

**Non-agency and Competitors’ Non-interference**

I/We understand that the advisors, mentors and judges for the Competition will be acting in a private capacity and are not considered agents of the University of Notre Dame. Judges’ opinions and evaluation of all submissions within the Competition will be final. I/We agree that neither I/we, nor anyone on my/our Team’s behalf, will contact or otherwise try to influence judges or anyone involved in the administration of the Competition other than as specified in the Competition’ rules and regulations. I/We realize that any such contact or attempt to influence will result in disqualification from the Competition. I/We understand that deliberate misstatements within the Entry may also subject our Team to risk of disqualification. I/We understand that if our team is selected for the finals, I/we are responsible for covering any travel and lodging expenses to compete in the Finals Event at the University of Notre Dame. I/We assume full liability for any tax or other consequences, including financial aid, in the event that our Team wins any of the prizes awarded in the Competition.

I/We hereby release the individual mentors, advisors, and judges of the Competition, as well as the University of Notre Dame, its units, Trustees, officers, employees and affiliates, from liability for any damages or injury arising from the Competition, including loss of otherwise protectable intellectual or other property, or damages from a disclosure of the Ideas contained in our Entry, and I/We individually and jointly waive any and all claims against the judges or the University of Notre Dame, its units, Trustees, officers, employees, and affiliates related to this Competition.

**Agreed and acknowledged:**

**Signature (each team member must sign): Name (please print): Date:**

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**Date received by Gigot Center: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**