



## **OFFICIAL RULES:**

The following Official Rules spell out the terms and conditions of the *Momentum 5X5 Night* (the “Competition”). By submitting your entry form, you agree that you have read, understand and agree to be bound by the terms and conditions set forth in the Official Rules. Acceptance of the Official Rules is a condition to enter into the Competition and your signed entry submission will be considered as a signed agreement to these Official Rules. Further, by entering the Competition you acknowledge and agree that the *Momentum 5X5 Night Competition* is managed in a fiduciary capacity by the Ludington-Scottville Area Chamber of Commerce (the “Chamber”). In said capacity and within the authority granted by the Competition, the Chamber may modify the terms and conditions of these Official Rules.

- I. Legal framework. This is a competition based on the submission of original work in the form of a business plan proposal. It is judged and awards are granted based on the criteria and the terms and conditions stated in these Official Rules. This is not a contest based on chance. If a Competition as the one governed by these Official Rules is prohibited by law in any jurisdiction, the Competition is void in such jurisdiction and no entries originated within such jurisdiction will be accepted.
- II. Eligibility
  - a. The Chamber is responsible for managing the Competition. The Competition is only open to legal residents of the United States, who can demonstrate that they are currently residing in the United States, and who are 18 years of age or older at the time of entry. Employees, officers, and directors of the Chamber and employees, officers, and directors of any of the sponsors of the competition listed (see list of sponsors in the Competition website), and members of their immediate families (spouses, children, siblings, parents, and/or persons living in the same household as such persons, whether or not related), are not eligible to enter the Competition.
  - b. Upon winning and accepting the *Momentum 5X5 Night Competition*, the Entrant agrees to locate or relocate his business operations in Mason County,

Michigan, within a year from the date of the award, and continue operations in Mason County for a minimum of three years from the date of the award.

- c. Any non-resident of Mason County, Michigan, is eligible to apply if the Entrant is willing to move his business operations into Mason County, Michigan within one year of being awarded and accepting the *Momentum 5x5 Night Competition* prize, and remain in Mason County for a minimum of three years from the date of the award. A mailing address alone will not be considered sufficient eligibility for businesses whose primary base of operations is outside of Mason County.

### III. Entrance Requirements

- a. This competition is for independent ventures in the business plan, start-up/ideation, early growth, or seed stages.
- b. The entrant may be a for-profit or non-profit venture.
- c. Previously existing businesses or organizations with sales or revenues above \$100,000 per year will not be considered.
- d. Entrants who have previously been awarded \$10,000 or more in contest prize money will not be eligible, or past winners of Momentum 5x5 Night.
- e. Entrance to the Competition should be through the Competition's website dedicated portal. All documents and attachments should be uploaded electronically as one entry.
- f. The deadline for uploading entries is July 19th, 2019 at 11:59 PM.

### IV. General Conditions of the Competition:

- a. Except where prohibited by law, all entries that are selected as one of the semi-finalists permit the Chamber to use, without notice or further compensation, worldwide and in perpetuity in any and all forms of media, now known and hereafter devised, such winner's name, likeness, pictures, photographs, voice, biographical information, and statements for purposes of advertising, trade, promotion, and publicity. Once submitted all information on submission forms, not just those of the semi-finalists, becomes the property of the Chamber and will not be returned.
- b. Each entrant is liable for use or misuse of trademark or copyrighted materials and would hold the Chamber harmless from any claims arising out of the inappropriate or illegal use of a said trademark or copyrighted material. For all legal purposes, the Competition assumes all work submitted is original and belongs to the Entrant.
- c. The use of the names and logos of the Competition and the Chamber by the entrant is not allowed; unless the Entrant has obtained prior permission for its use and a sample of any written material to be distributed containing the above names has been submitted for approval.

- d. The Chamber is not liable for any disclosure of confidential information contained in the Entrant's documents. Each Entrant must be careful to submit all information necessary to portray a winning business plan but should be careful to withhold any proprietary information, which disclosure may be legally protected.
- V. Disqualification: The Chamber reserves the right, at its sole discretion, to disqualify any individual it (or its authorized designee hosting the Website) finds to be: (i) tampering with the entry process or otherwise tampering with the operation of the contest, the Website, or any web page or web banner ad related to the Competition; (ii) acting in violation of the Official Rules; (iii) acting in a disruptive manner, or with intent to annoy, abuse, threaten, harass, harm, mislead, or defraud any other individual or entity; or (iv) otherwise in violation of the law as solely determined by the Chamber. Any person attempting to defraud the Competition or the Chamber or the other contestants or in any way tamper with the Competition will be ineligible to compete in the Competition or win a prize. The Chamber may seek any and all remedies available to it, including, if appropriate, filing complaints with legal authorities.
- VI. Right to Cancel: The Chamber, at its sole discretion, reserves the right to cancel, terminate, modify, or suspend the Competition if it determines that the administration, security, fairness, integrity, or proper conduct of this Competition has been compromised.
- VII. Limitation of Liability: The Chamber is not responsible or liable for entries that are illegible, late, forged, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, garbled, altered, or otherwise not in compliance with these Official Rules, whether caused by the Chamber, the Entrant, or anyone else.
- VIII. Entrants' Own Work: Your submission must be entirely your (or in the case of a team effort, your team's) own original creation and must not infringe upon or violate any laws or any rights of third parties, including, but not limited to, such violations as infringement of copyright, patent, trademark, trade secret or other proprietary or property right, libel, defamation, violation of rights of privacy, publicity, personality or celebrity, or any contract right, or any other right of any individual, corporation, or entity. Entrants must obtain all necessary permissions, licenses, clearances, releases, waivers of moral rights and other approval from third parties (including but not limited to all copyright holders and all individuals appearing in a video submission), necessary to use the submission, in whole or in part, in any way, including without limitation, to reproduce, make derivatives, edit, modify, translate, distribute, transmit, publish, license, and broadcast worldwide, by any means. Any and all such permissions, licenses, clearances,

releases, waivers of moral rights and approvals must be provided to the Chamber upon its request. The Chamber shall not be responsible to a third party for any Entrant's failure to comply with this provision, and each Entrant agrees to indemnify the Chamber for any such claim.

- IX. Affidavit & Release: As a condition of being awarded a prize, the winner may be required to execute and deliver to the Chamber a signed Affidavit of Eligibility, which includes an acceptance of these Official Rules and a release of liability.
- X. Obligations of Winner: As a condition of being awarded a prize, the winner of the Competition will be required to enter into a contract with the Chamber. The contract, among other things, will contain terms regarding how and when the prize money will be distributed. The prize money will be distributed on a reimbursement basis.
- XI. Release and Waiver: By entering the Competition, each Entrant irrevocably agrees and acknowledges to be bound by the Official Rules and all applicable federal and/or state laws and decisions of the Chamber, which are final and binding in all respects; to forever and irrevocably waive all of his rights to claim ambiguity with respect to the Official Rules and to waive all of his rights to bring any claim, action, or proceeding against the Competition and/or the Chamber in connection with the Competition; and to forever and irrevocably release, indemnify, and hold harmless the Competition and/or Chamber and its respective officers, directors, employees, or agents including outside attorneys, representatives, successors, and assigns (collectively the "Releases") from any liability (including, but not limited to, liability for defamation, libel, slander, invasion of privacy, infringement of publicity or any intellectual property rights, any property loss, damage, personal injury, bodily injury, death, expense, accident, delay, inconvenience, or irregularity, and any indirect, incidental, consequential, special, punitive, or exemplary damages of any kind, even if the Releases have been advised of the possibility of such loss or damages), costs and expenses (including without limitation, reasonable outside attorneys' fees) that may arise from, result from, or are in connection with: (a) the Competition including, but not limited to, any Competition-related activity or element thereof and the entrant's entry, participation, or inability to participate in the Competition, (b) the violation of any privacy, personal, publicity, or proprietary rights; (c) typographical errors in these Official Rules or any Competition promotional materials; (d) any change in the prizing (or any components thereof) due to unavailability, business, or creative considerations, or due to reasons beyond the Chamber's control or otherwise permitted in these Official Rules; (e) any interruptions in or postponement, cancellation, or modification by the Competition; (f) human error; (g) incorrect or inaccurate transcription, receipt, or

transmission of any part of the Competition entry; (h) any system, computer timing, and/or dating mechanism, computer equipment, software, or Internet service provider utilized by the Chamber or by an Entrant; (i) interruption or inability to access the Competition, the Website, or any other Competition-related web pages or any online service via the internet due to hardware or software compatibility problems; (j) any damage to Entrant's (or any third person's ) computer and/or its contents related to or resulting from any part of the Competition; (k) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other destroyed, incomplete, undeliverable or damaged Competition entries, (l) any wrongful, negligent, or unauthorized act or omission on the part of the Chamber or any of its agents or employees; (m) the public voting or the tabulation of the votes, or (n) the selection by the Chamber or its advisors of the finalists.

### **Presentation Night:**

**Wednesday, August 7th**  
**1161 N. Lakeshore Drive**  
**Ludington, MI 49431**  
**Time: 6:00 pm**

### **How to Enter:**

Each Entrant will register at <http://www.momentumstartup.org/momentum-5x5-night.html> you must register and submit business outlines in their entirety before or by

July 19<sup>th</sup>, 2019 11:59 PM

Registration is just the first step. Your complete business outline must be submitted by this date and time. If you are unable to upload your outline, you need to deliver the complete business outline to the Chamber of Commerce office by 5:00 PM on July 19th to be included in the competition.

Ludington and Scottville Area Chamber of Commerce

5300 W US 10

Ludington, MI 49431

231.845.0324

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The Top Five Entrants will present their idea to judges and a live audience.

Entrants are given five minutes to clearly present their idea. The use of demonstration materials is encouraged. The presentation will convey at a high level how the company or organization will generate revenue. A successful presentation will convey the product (or service), place, price, and promotion in the target market. It will also address market research and demonstrate how this will meet a market need or demand better than existing alternatives.

The Epworth Assembly and Epworth Church Association will select a panel of 4 judges, the live audience will be used as a fifth judge in case of a tie that will score the Entrants based on the following criteria.

- 1.) Use of market research data
- 2.) Passionate and enthusiastic presentation of the idea
- 3.) Scalability
- 4.) A clear statement of assumptions
- 5.) Demonstration of a competitive advantage
- 6.) Indication of how the prize money will be used

## Selection of Winner

The entrant earning the highest score based on the above criteria as well as the validity of the business plan will be the winner and will be awarded the prize. The judges will deliberate for not more than two hours after presentations are complete. The judges will present their justification and scoring to the Chamber. The Chamber will verify that the scoring is accurate before announcing the Competition winner.

## Awarding of the Prize

The judges will select the winner of the Momentum 5X5 Night Competition and a representative of the Chamber will make the announcement.

Total prize money is to be \$5,000, over the course of one year. The recipient will be reimbursed for expenses based on approval from the Chamber.

In addition to \$5,000.00, the winner will be added to the top ten 2020 Momentum Business Plan Competition.

## Expectations of the winners:

The Goal of Momentum is to accelerate an existing business or give the start to a new business venture within Mason County. To do that the board would like to give their insight and advice to help guide the business to success. To do this correctly the Board will need monthly financials sent to the Chamber and may ask for quarterly meetings for a period of two years after all of the prize monies have been disbursed. All information, financials, and business mentoring is confidential and free through the Chamber of Commerce.

