

DEADLINE FOR APPLICATION WEDNESDAY, JULY 31, 2024

Official Rules for Harrison County Chamber Entrepreneur Contest

“The Tank”

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY. ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

AGREEMENT TO OFFICIAL RULES

1. PARTICIPATION CONSTITUTES ACCEPTANCE OF RULES AND DECISIONS, CONSENT TO USE AND RELEASE OF CLAIMS. By entering this contest, each Entrant warrants that he or she has read and agrees to abide by all contest rules ("Official Rules") and that he, she, or entity is not prohibited from participating in the contest. Participation in this contest constitutes Entrant's full and unconditional acceptance of these Official Rules and the decisions of the Harrison County Chamber, and their respective subsidiaries, affiliates, employees and agents (collectively, the "Host"), which are final, binding and non-negotiable in all respects. Each Entrant agrees to release, discharge, indemnify and hold harmless Host and its subsidiaries, affiliates, shareholders, employees, officers, directors, agents, representatives, sponsors, advertising and promotion agencies and prize suppliers from any liability arising from or related to the contest and/or the receipt or use of the prize awarded in connection with the contest, including without limitation, personal injury, death, property damage, claims based on publicity rights, defamation, or invasion of privacy. Further, participant fully and unconditionally releases all claims for consideration, copyright infringement and all other claims of any nature relating to the use of Entrant's entry, name or likeness.

2. ELIGIBILITY. This Contest is a competition involving substantial skill. This Contest is open only to:

- a. Natural persons aged 18 and older;
- b. Entrant represents and warrants that Entrant has the right, power, and legal capacity to enter into the Contest, participate and perform all obligations hereunder;
- c. Entrant's business must be operated/located in Harrison County, West Virginia;
- d. Entrant cannot have been convicted of a felony;
- e. All Entrants are responsible for ensuring their submissions and participation in the Contest are in compliance with all legal requirements of their respective jurisdictions;
- f. Entrant's business cannot be more than five years old, established date after January 2019; and
- g. Annual revenue must be less than one hundred thousand.

Proof of age and identity must be furnished upon request. Host reserves the right in its sole discretion to cancel, terminate, suspend or amend this contest at any time for any reason without prior notice. Host further reserves the right to amend these Official Rules at any time without prior notice, in its sole discretion. Host reserves the right to disqualify any participant for any reason, including, but not limited to, violation of these Official Rules. The Contest and prizes are subject to all applicable federal, state, and local laws and regulations. The Contest and prizes are void where prohibited and otherwise restricted.

3. TO ENTER. Entry into The Tank ("Contest") is available on the Harrison County Chamber ("The Host") website, www.harrisoncountychamber.com ("Site"). To enter, Entrants must complete and submit the online registration information and mail registration to Harrison County Chamber 520 West Main Street, Clarksburg, WV 26301. Entrants must enter on an individual basis. No team Entrants will be allowed. No Entrant may enter more than once. Entrants shall not use the trademarks of the Host or sponsoring companies, or falsely associate themselves with the Host or sponsoring companies, before, during or after the Contest period. Entrants acknowledge and agree

that they have no right to seek, and shall not seek, compensation from the Host or any of the Contest's sponsoring companies for any work related to the Contest. Employees, directors and officers of the Host, its advertising and promotion agencies, as well as the immediate family members and/or persons living in the same households of each, are not eligible for this contest. The contest is void where prohibited.

4. **SELECTION OF ENTRANTS:** The Host and application committee will select Entrants during the first week of August 2024. Selection will be based on application, balance sheet, business plan, and profit and loss sheet if applicable. Entrants will be notified that they have been chosen as a contestant for the Contest.

Workshops and Coaching Classes: The Host will provide workshops and coaching classes prior to the contest to prepare contestants for the event. Participation is not mandatory but recommended. Pre-recorded pitch will be filmed during this time.

5. **CONTEST TIME AND LOCATION:** The Contest will be held Thursday, October 2, 2024, from 5pm-9pm at the Robinson Grand Theatre.
6. **GRAND PRIZE AND FAN FAVORITE:** There will be one grand prize winner that will receive a cash prize, thanks to the sponsors of the Contest. Grand prize winner will also receive the benefits for a twelve-month period after the contest is completed. Benefits include but are not limited to the following: Membership with the chamber, mentorship from accountants, attorneys, insurance specialist, financial planners, financial institutions, human resource representatives, SBA representatives, etc. Such additional benefits are at the sole discretion of the sponsors offering their time and resources. One Entrant will be selected as fan favorite the night of the event and a portion of ticket sales will be used as the fan favorite award.

7. **PRIVACY:** By participating in the Contest, each Entrant authorizes the Host to collect, use, process, transfer and store all data provided by Entrant, including without limitation, personal data, to the United States, or any location(s) throughout the world that the Host deems necessary, whether within Entrant's country of residence or elsewhere, and with such party(ies) as the Host deems appropriate, for purposes of administration of the contest. All information submitted to the Host as part of this Contest will be treated in accordance with the generally accepted privacy standards. Personal information will be used only to: (a) provide information about the Contest; (b) contact and publicize the Contest, Entrants and potential winners; and/or (c) if an Entrant selects to receive additional information from the Host on the entry form, to send additional information to that Entrant during or after the Contest period. Entrants have the right to withdraw and correct their personal data, but Entrants are not allowed to re-submit new applications.
8. **MISCELLANEOUS.** The decisions of the Host are final with respect to all aspects of this Contest. In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, or any condition caused by events beyond the reasonable control of the Host that may cause the Contest to be disrupted or corrupted, the Host may, in its sole discretion, either: (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; (b) award the prize from among the eligible entries received up to the time of the impairment; or (c) cancel the Contest, when the Host deems appropriate. The Host reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process, the operation of the Contest, to be acting in violation of these Official Rules, or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the

legitimate operation of the Contest may be a violation of criminal and civil law, and should such an attempt be made, the Host reserves the right to seek damages from any such person to the fullest extent permitted by law. The Host's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event an insufficient number of entries are received, the Host reserves the right to cancel the Contest and shall be under no obligation and at its sole and absolute discretion to award the prizes. Should this Contest be canceled prior to the final date for entry, or any time during the Contest, notice will be posted on the Site or prior to the Contest.

9. **RELEASE AND LIMITATIONS ON LIABILITY.** By participating in the Contest, Entrants agree to release, hold harmless, and fully defend/indemnify all directors, trustees, officers, and employees of the Host, and its subsidiaries, affiliates, legal representatives, sponsors, licensees, agents, advertising and Contest agencies (the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest, or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, misdirected, incorrect, garbled, or incompletely received entries; (e) errors in the administration of the Contest or the processing of entries; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Contest or acceptance, receipt, use, or misuse of any prize; or travel to any Contest-related events; and (g) any claims based on publicity rights, copyright/trademark infringement, intellectual property rights, defamation or invasion of privacy and merchandise delivery. Entrant further agrees to release the Released Parties and their designees and assign from any liability whatsoever, and waive any and all causes of action, for any claims, costs, injuries,

losses and damages of any kind arising out of or in connection with the Contest or acceptance, possession, or use of any prize (including, without limitation, attorneys' fees, claims, costs, personal injuries, losses, and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. The Host is not responsible if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of god, acts of war, natural disasters, weather or acts of terrorism.

Entrants Name Printed

Business Name Printed

Entrants Signature

By: _____

Its: _____