

“St Louis Business Journal Catapult Competition” (the “Promotion”)

## **OFFICIAL CONTEST RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS PROMOTION.**

**A purchase will not improve chances of winning.**

### CONSUMER DISCLOSURE

You have not yet won.

OPEN ONLY TO WOMEN BUSINESS OWNERS IN THE CITY OF ST. LOUIS, OR ST. CHARLES, ST. LOUIS, LINCOLN, WARREN, FRANKLIN, WASHINGTON OR JEFFERSON COUNTIES IN MISSOURI OR ST. CLAIR, MADISON, JERSEY, CLINTON, CALHOUN, MACOUPIN, BOND OR MONROE COUNTIES IN ILLINOIS WHO ARE LEGAL RESIDENTS OF THE CITY OF ST. LOUIS, OR ST. CHARLES, ST. LOUIS, LINCOLN, WARREN, FRANKLIN, WASHINGTON OR JEFFERSON COUNTIES IN MISSOURI OR ST. CLAIR, MADISON, JERSEY, CLINTON, CALHOUN, MACOUPIN, BOND OR MONROE COUNTIES IN ILLINOIS AND WHO ARE AT LEAST 18 YEARS OLD AS OF THE DATE OF ENTRY

By entering this Promotion, entrants accept and agree to be bound by these Official Rules. Any violation of these rules may, at Sponsor’s discretion, result in disqualification. All decisions of the judges regarding this Promotion are final and binding in all respects.

1. **PROMOTION PERIOD.** Promotion begins on 12:01 AM CT October 2, 2017 and ends 5:00 PM CT October 16, 2017, when all entries must be received (“Promotion Period”).

2. **ELIGIBILITY.** This Promotion is only open to women business owners in the city of St. Louis, or St. Charles, St. Louis, Lincoln, Warren, Franklin, Washington or Jefferson Counties in Missouri or St. Clair, Madison, Jersey, Clinton, Calhoun, Macoupin, Bond or Monroe Counties in Illinois who are legal residents of the city of St. Louis, or St. Charles, St. Louis, Lincoln, Warren, Franklin, Washington or Jefferson Counties in Missouri or St. Clair, Madison, Jersey, Clinton, Calhoun, Macoupin, Bond or Monroe Counties in Illinois and who are at least 18 years old as of the date of entry, except officers, directors, members, and employees of the Sponsor, the judging organization (if applicable), or any other party associated with the development or administration of this Promotion, and the immediate family (i.e., parents, children, siblings, spouse), and persons residing in the same household, as such individuals. This Promotion is void outside the city of St. Louis, and St. Charles, St. Louis, Lincoln, Warren, Franklin, Washington and Jefferson Counties in Missouri and St. Clair, Madison, Jersey, Clinton, Calhoun, Macoupin, Bond and Monroe Counties in Illinois, and where prohibited.

**3. HOW TO ENTER.** Visit [slbjwomensconference.com/catapult](http://slbjwomensconference.com/catapult) during the Promotion Period and follow the instructions to complete and submit the entry form. You must include a video (no more than one minute in length) explaining why you should be catapulted to success (“Submission”). Entrant must be the only person featured in the video and either be the videographer or have permission from the videographer to use the video in this Promotion. Entrants represent and warrant that their Submission is the original work of such entrant, it has not been copied from others, and it does not violate the rights of any other person or entity. Entrant further represents and warrants that their Submission adheres to the fundamental spirit of the Promotion and does not contain any defamatory, obscene or otherwise unlawful matter or depict anyone engaged in any illegal, immoral or lewd act, any violent or pornographic material or contain any other inappropriate content (as determined by Sponsor). Limit: One entry per person and one entry per e-mail address during the Promotion Period. All entrant information, including e-mail addresses, is subject to the respective Privacy Policy of the applicable Sponsor.

**4. WINNER SELECTION AND NOTIFICATION.**

**PHASE ONE:** All entries will be judged on or about October 20, 2017 (the “Judging Date”) by a panel of judges comprised of local business experts. The judges will score entries based on the following criteria: Originality (40%), Quality of Idea (30%), and Appropriateness to Theme (30%). The three (3) entries with the highest overall score will be declared the potential finalists (in the event of a tie, the entry with the higher score in the Quality of Idea criteria will prevail).

Any potential finalist will be notified by mail, email and/or telephone. If a potential finalist: (i) cannot be contacted; (ii) does not respond within two (2) days from the date the Sponsor first tries to notify him/her; (iii) fails to return the Affidavit and Release as specified in Rule 9; (iv) refuses the prize; and/or (v) the prize or prize notification is returned as undeliverable, such potential winner forfeits all rights to win the Promotion or receive the prize, and an alternate potential finalist may be selected. Upon determining that she has met all eligibility requirements of the Promotion, including without limitation the execution of required waivers, publicity and liability releases and disclaimers, and, at Sponsor’s discretion, successful completion of a background check, such individual will be declared a “finalist” and move to Phase Two.

**PHASE TWO:** Finalist will be asked to present their business plan live to the audience at the St. Louis Business Journal Women’s Conference on January 26, 2018 at the St. Louis Union Station Hotel, 1820 Market St. At the conclusion of the finalist presentations the audience will be asked to vote for their favorite at [www.bizjournals.com/stlouis/pulse](http://www.bizjournals.com/stlouis/pulse). Note: one vote per person. Finalist will be re-judged by local business experts based on the criteria noted above (75%) and the results of the public audience vote (25%). The one (1) finalist with the highest score will be declared the potential winner (in the event of a tie, the entry with the higher score in the Judges criteria will prevail). The winner will be announced at the event.

5. **PRIZE DESCRIPTION.** The Finalist prize is four (4) one-hour business coaching sessions by women professionals chosen by Sponsor to take place between November 1, 2017 and January 15, 2018. The approximate retail value of the finalist prize is \$1,000 each. Sponsor will introduce the finalist to their coach but finalist and coach will coordinate meeting times and places directly. Finalist will consult with their coaches who will assist in the development of the business plan and the preparation of the presentation to be made at the conference on January 26, 2018. Sponsor may, at its discretion, produce editorial coverage of the coaching sessions to be published online and in print.

The Grand prize is technology services provided by MasterCard. The total approximate retail value of the grand prize is \$10,000. MasterCard will coordinate fulfillment directly with the winner. All services must be used by January 26, 2019.

6. **TAXES.** All federal, state and/or local income and other taxes, if any, are the winner's sole responsibility.

7. **OWNERSHIP AND LICENSE.** All entry materials become the property of the Sponsor and will not be acknowledged or returned. The copyright in any Submission shall remain the property of the entrant, but entry into this Promotion constitutes entrant's irrevocable and perpetual permission and consent, without further compensation, with or without attribution, to use, reproduce, print, publish, transmit, distribute, sell, perform, adapt, enhance, or display such Submission, and the entrant's name and/or likeness, for any purpose, including but not limited to editorial, advertising, trade, commercial, and publicity purposes by the Sponsor and/or others authorized by the Sponsor, in any and all media now in existence or hereinafter created, throughout the world, for the duration or the copyright in the Submission. Sponsor and/or others authorized by the Sponsor shall have the right to edit, adapt, and modify the Submission.

8. **NO PRIZE TRANSFER OR SUBSTITUTION.** No prize or any portion thereof is transferable or redeemable for cash. No substitutions for prize except by Sponsor, in which case a prize of equal or greater value will be substituted.

9. **CONSENT AND RELEASE.** By entering the Promotion, each entrant releases and discharges the Sponsor, judging organization (if applicable), and any other party associated with the development or administration of this Promotion, their parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, successors and assigns (collectively, "Sponsor Entities"), from any and all liability whatsoever in connection with this Promotion, including without limitation legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction or property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, "Claims"). Except where prohibited: (i) entry into the Promotion constitutes the consent of each entrant, without further compensation, to

use his/her name, likeness, biographical data, contact information and his/her Submission for editorial, advertising, marketing, publicity, and administrative purposes by the Sponsor and/or others authorized by the Sponsor; (ii) acceptance of a prize constitutes a release by any winner of the Sponsor Entities of any and all Claims in connection with the administration of this Promotion and the use, misuse, or possession of his/her Submission or any prize; (iii) any potential winner may be required to sign an affidavit of eligibility (including social security number) and a liability/publicity/copyright release; and (iv) if prize involves travel or activities, any potential winner and travel companion (if applicable) may be required to execute releases of the Sponsor from any and all liability with respect to participation in such travel/activities and/or use of the prize. Fully-executed affidavits and releases must be received by Sponsor within two (2) days from the date that Sponsor first tries to notify the potential winner. Sponsor may conduct a background check to confirm any potential winner's eligibility and compliance with these rules. By entering, you agree to cooperate reasonably with any such background check. If the prize includes participation in any public event(s) or publicity, or if Sponsor Entities intend to publicize the winner in any way, and if a background check reveals that a potential winner has engaged in conduct that could damage the reputation or business of any Sponsor Entity, as determined by Sponsor in its discretion, the potential winner may be disqualified and the prize may be awarded to an alternate winner. If winner is deemed to be a minor under the jurisdiction of his/her residence, the prize will be awarded in the name of his/her parent or legal guardian who must execute the necessary affidavit and release and, if applicable, must accompany winner on the trip (no additional travel expenses will be awarded should a parent or legal guardian be required to accompany the winner on the trip).

10. **DISCLAIMERS.** (i) Sponsor not responsible for entries/votes that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason, including by reason of hardware, software, browser, or network failure, malfunction, congestion, or incompatibility at Sponsor's servers or elsewhere. In the event of a dispute, entries/votes will be deemed submitted by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet Access Provider, online service provider, or other organization (e.g., business, educational institute) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. (ii) Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry/voting process or the operation of the web site or otherwise attempting to undermine the legitimate operation of the Promotion. Use of bots or other automated process to enter/vote is prohibited and may result in disqualification at the sole discretion of Sponsor. (iii) Sponsor further reserves the right to cancel, terminate or modify the Promotion if it is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort. (iv) Sponsor Entities are not responsible for errors in the administration or fulfillment of this Promotion, including without limitation mechanical, human, printing, distribution or production errors, and may cancel, terminate or modify this Promotion based upon such error at its sole discretion without liability. In no event will Sponsor be responsible for awarding more than the

number of prizes specified in these rules. (v) In the event this Promotion is cancelled or terminated, pursuant to subparagraph (iii) or (iv), Sponsor, in its sole discretion, may elect to select a winner from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. (vi) SPONSOR ENTITIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS REGARDS THIS PROMOTION OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY PRIZE OR ANY COMPONENT OF ANY PRIZE. (vii) CAUTION: ANY ATTEMPT BY AN ENTRANT/VOTER TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH ENTRANT/VOTER TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. (viii) The value(s) of the prize(s) set forth above represent Sponsor's good faith determination of the approximate retail value(s) thereof; the actual fair market value(s) as ultimately determined by Sponsor are final and binding and cannot be challenged or appealed. In the event the stated approximate retail value(s) of a prize is more than the actual fair market value of that prize, the difference will not be awarded in cash or otherwise. No substitution or compensation will be given for any portion of the prize that is not used.

**11. APPLICABLE LAWS AND JURISDICTION.** This Promotion is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of Missouri, without regard to any principles of conflict of laws. All disputes arising out of or connected with this Promotion will be resolved individually, and without resort to class action, exclusively by a state or federal court located in St. Louis, Missouri. Should there be a conflict between the laws of the State of Missouri and any other laws, the conflict will be resolved in favor of the laws of the State of Missouri. To the extent permitted by applicable law, all judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Promotion and shall not include any indirect, punitive, incidental and/or consequential damages.

**12. WINNER LIST.** For a list containing the names of the finalists/winner, send a self-addressed stamped envelope, within six (6) months of the Judging Date, to: Winner List, "St. Louis Business Journal Catapult Contest," Old Post Office, 815 Olive Street, Suite 100, St. Louis, MO 63101.

**13. SPONSORSHIP.** This Promotion is sponsored by St. Louis Business Journal, Old Post Office, 815 Olive Street, Suite 100, St. Louis, MO 63101 (the "Sponsor").