

# Rules of Participation

1. Each Contestant (and all team members) must read, review and sign the Terms and Conditions form. By signing the form, each Contestant is acknowledging and agreeing to the rules, regulations, terms and conditions of the Contest, including without limitation, that: The Oil Region Alliance of Business, Industry & Tourism ("ORA"), the Contest Administrator, and Judges have the sole right to alter, amend, or supplement at any time and from time to time the rules, regulations, terms and conditions regarding the Contest; all decisions regarding the Contest, including the selection of the Contest winner(s) are in the sole discretion and judgment of the Committee whose decisions in each case are final and not subject to appeal; each Contestant shall release and hold harmless the Oil Region Alliance, its directors, officers, employees and agents, the Contest, its Administrator, Judges, Participants, and all others associated with or assisting with the Contest (collectively "Released Party") from any and all matters arising out of the Competition; except direct damage to the Contest caused by the willful misconduct of a Released Party. In any case, Released Party's financial liability and financial remedies available to Contestant in connection with the Contest shall be limited to general money damages in a total amount not to exceed any entrance fee paid by Contestant, if any. UNDER NO CIRCUMSTANCES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL A RELEASE PARTY BE LIABLE FOR LIQUIDATED, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, EXPENSES, OR COSTS, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, HOWSOEVER CAUSED AND EVEN IF THE POTENTIAL OF SUCH DAMAGES WAS DISCLOSED AND/OR KNOWN.
2. Each Contestant must submit their application, including a concept paper and resume, to the Business Plan Contest by 4:30 p.m. on July 14, 2021 to be eligible. Contestants may email, mail, or drop off applications at the ORA office. Email to [jgorman@oilregion.org](mailto:jgorman@oilregion.org) or mail/drop off at Oil Region Alliance, 217 Elm Street, Oil City, PA 16301. The Committee will review all applications, and up to five applicants will be selected as Semi-Finalists.
3. Contestants will be notified in late July, on or around July 29, 2021 if they are selected as a Semi-Finalist. Semi-Finalists will submit their Business Plans by 4:30 p.m. on October 29, 2021. The ORA, Committee, and Judges reserve the right not to accept any late entries. Business plans should be submitted by email and/or hard copy to Jessica Gorman at ORA. See contact information above.

4. Semi-Finalists will be required to give an oral presentation of their business plan to the Contest's Judges. Presentations will take place on November 15-20, 2021 (location to be determined).
5. Before the winner(s) of the Contest may receive any monetary and/or related awards, assistance or incentives, the winner(s) (including each team member) must agree to the terms and conditions for each such prize and award as specified by the Contest and organizations providing prizes and awards in the Winner's Agreement. Money cannot be pre-spent. Recipients must present invoices and/or receipts dated after June 30th, 2022 in order to be eligible for reimbursement. All expenditures must be submitted to the ORA by July 31, 2022 or else remaining funds will be forfeited.
6. All Business Plans must be the original work of the entering individual or team.
7. Winners must keep the project for a minimum of 3 years from the date of the cash award.
8. Contest dates may be modified at the discretion of the Oil Region Alliance with proper notification given.
9. ORA reserves the right to disqualify any Contestant who violates the provisions in this document, referred to as the "Rules of Participation." Any Contestant found to be in violation of this document will forfeit any contest winnings, past or future.

## Terms and Conditions

In consideration of the Oil Region Alliance's reviewing for acceptance, or acceptance of my entry in the Entrepreneurial Business Plan Contest ("Contest"), I hereby agree to the following: I have read, understand and agree to the Entrepreneurial Business Plan Contest Rules of Participation. The Oil Region Alliance, the Selection Committee, and the Judges (collectively "Sponsor") shall have the sole right to alter, amend or supplement at any time and from time to time the rules, regulations, terms and conditions regarding the Entrepreneurial Business Plan Contest. All decisions regarding the Entrepreneurial Business Plan Contest, including, without limitation, the selection of the winners is in the sole discretion and judgment of the Sponsor whose decisions in each case are final and are not subject to appeal.

Each Contestant, for himself and any teammate contestants, do hereby jointly and severally release and hold harmless the Contest, the Oil Region Alliance, the Sponsor, Judges, other Contest participants, (collectively "Released Party") those providing prizes, products or services for the Contest, those persons or entities rendering professional advice to the contestants (such as attorneys, bankers, accountants, advertisers, marketers, and other consultants) who have donated their time and services for the Contest, together with each of the foregoing's respective affiliates, employers, employees, directors, officers, representatives, volunteers, members or agents (collectively, Entrepreneurial Business Plan Contest Officials"), in each case from and against any and all decisions, claims, liability, or expense related to or arising from Contestant's entry or participation in the contest and the contestant's implementing its business plan (as the same may be altered or amended for time to time) submitted for the Contest.

In any case, Entrepreneurial Business Plan Contest Officials' financial liability and financial remedies available to Contestant in connection with the Contest shall be limited to general money damages in a total amount not to exceed any entrance fee paid by Contestant, if any. UNDER NO CIRCUMSTANCES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL A RELEASED PARTY BE LIABLE FOR LIQUIDATED, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, EXPENSES, OR COSTS, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, HOWSOEVER CAUSED AND EVEN IF THE POTENTIAL OF SUCH DAMAGES WAS DISCLOSED AND/OR KNOWN.

Additionally, Contestant acknowledges and agrees that developing or submitting a business plan and otherwise participating in the contest, together with any advice, feedback or other commentary that the Contestant may receive regarding his business plan, in no way validates or guarantees the business plan's viability, probability of success, ability to attract investment or financing or profitability, and that implementing

such business plan involves substantial risk of loss to Contestant and others who may invest, finance or otherwise participate in any implementation of the business plan.

The Contest, and each Entrepreneurial Business Plan Contest Official, are each hereby authorized periodically to obtain such employment and personal references and other information and to make such inquiries of any sources as any of them may deem appropriate concerning Contestant's business and employment history and concerning the information and submissions provided by the Contestant in connection with the Contest, in each case for use of the Entrepreneurial Business Plan Contest Officials making evaluations and decision in connection with the Contest , and Contestant hereby waives any claims against, and fully releases from any and all claims or liability, Entrepreneurial Business Plan Contest Officials in connection with such information, inquiries, uses and decisions.

This form and all information secured pursuant to its authority shall be and remain the property of the Contest whether or not Contestant wins or withdraws from the Entrepreneurial Business Plan Contest. The Contest winner(s) must agree to commence business activities within 180 days of being announced as the winner(s). Business activities include but are not limited to: acquiring necessary business licenses and permits, producing marketing and promotional materials and/or selling products and/or services to customers.

Neither judges nor any contest officials are required to disclose any information to Contestants regarding the scoring of the final submission of business plans. All judge's decisions are final and not subject to appeal.

Each of the undersigned's signatures as noted on the Agreement and Statement of Certification constitutes consent and agreement, to these Terms and Conditions of entry and participation in the Contest and to the other agreements and representations set forth in this Entry Application. By signing, I represent and warrant that all information that I have or will submit to the Contest is true and correct in all material respects.