

Vigor, Vibe, Venture (V3) Challenge Terms & Conditions

THESE TERMS AND CONDITIONS (this “Agreement”) is between Point Park University, a Pennsylvania non-profit corporation (“the University”) located at 201 Wood Street, Pittsburgh, Pennsylvania 15222-1984 and the contestant who submits an entry (“Contestant”) to the Vigor, Vibe, Venture (V3) Challenge (“V3 Challenge”).

WHEREAS, the University and its partners are holding the V3 Challenge, which is an entrepreneurial business competition open to the general public with a cash prize awarded to the winning contestant; and,

WHEREAS, the Contestant desires to submit an entry into the V3 Challenge; and,

WHEREAS, the University accepts Contestant’s entry in consideration for Contestant’s agreement to the terms of this Agreement; and,

THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby covenant and agree to the following:

- 1. INTRODUCTION:** The V3 Challenge is free to enter. To enter the V3 Challenge, Contestant must enter as directed on the University’s website. By entering the V3 Challenge and submitting an entry, Contestant is providing Contestant’s information to the University. This information will be shared with V3 Challenge’s sponsors and University partners.
- 2. ELIGIBILITY AND ENTRY RESTRICTIONS:** To be eligible to enter the V3 Challenge, Contestants must be at least 18 years old and permanently reside in the Pittsburgh Metropolitan Statistical Area. Contestants must not be a University or University partner employee, officer or agent, or an employee, officer or agent of any person or organization involved in the running of the competition, and Contestant must not be a family relation of any such person. The maximum number of entries are the lesser of one entry per Contestant or one entry per venture submission. The total number of entries accepted for the V3 Challenge shall be at the University’s sole discretion. The University reserves the right to close the V3 Challenge to new entries, notwithstanding the published closing date.
- 3. START AND CLOSING DATES:** The V3 Challenge shall open for entries at the time and date specified on the University website and shall close at the time and date specified on the University website. Unless otherwise stated, these times and dates are set to Eastern Standard Time. Any entries received before the opening date or after the closing of the V3 Challenge will be invalid and will not be entered into the V3 Challenge. The University will not be responsible for and will not consider incomplete or incorrect entries. The University and its partners do not accept responsibility for entries not received for any reason. The University reserves the right to cancel the V3 Challenge or amend the rules of the V3 Challenge and the terms of this Agreement. The University will use reasonable

efforts to notify Contestant of any changes to the rules of the V3 Challenge and the terms of this Agreement. Entries to the V3 Challenge will be deemed as acceptance of all the terms of this Agreement.

4. **JUDGING:** V3 Challenge entries shall be judged or winners selected on the basis of those criteria specified on the University website and based on the merits of each entry, in the University's sole and absolute discretion. If a Contestant does not meet the eligibility requirements or is subject to any entry restrictions, that Contestant shall not be entitled to be adjudged a winner, and will not be entitled to a prize in any circumstances. The University's decisions in respect to all matter to do with the V3 Challenge will be final and made in its sole discretion.

5. **WINNERS AND PRIZES:** The V3 Challenge prize shall be specified on the University website. The V3 Challenge prize winner will be notified of the V3 Challenge result by the form/method of contact they provide to the University when they submit their V3 Challenge entry. The prize winner will be awarded their prize at a black tie event hosted by the University and its partners. The prize winner must attend the black tie event in order to receive the prize. Reasonable efforts will be made to contact the prize winner for seven (7) days but if the winner fails to respond to the University's notification attempts within this time or fails to meet any of the eligibility requirements or is otherwise unable to comply with the V3 Challenge terms and conditions, the University reserves the right to disqualify the winner and offer the prize to the next eligible Contestant and thereafter until a winner is found. Failure of a prize winner to respond within the time frame listed above shall mean that the prize winner forfeits the prize. The results of the V3 Challenge will be announced to the public within thirty (30) days following the black tie event. The announcement may include the name and photograph, town or region of residence and prize details of the winning Contestant. Contestant hereby consents to the use of their Name, Likeness, and Image for this purpose. Prizes are not transferable. Prizes are subject to availability and the University reserves the right to substitute any prize with another without giving notice.

6. **TAXES:** Except as specifically set forth below, the Contestant agrees that the University will not deduct income, Social Security or other taxes on any payments to the Contestant hereunder. The Contestant further agrees that the Contestant is solely responsible for payment of any such taxes due to the proper taxing authorities. The Contestant shall indemnify against and hold the University harmless from any assessments of such taxes and any interest and penalties imposed upon the University by reason of the Contestant's failure to pay such taxes.

Pursuant to Act 43 of 2017, effective January 1, 2018, the University is required to withhold Pennsylvania individual income tax on payments to nonresidents of Pennsylvania that are equal to or in excess of \$5,000 annually. The withholding is an amount equal to the tax rate specified at 72 P.S. § 7302.

The Contestant will be provided a 1099 Form by January 31 for monies equal to or in excess of \$600 paid in the previous calendar year. The Contestant should notify the University Business Office at 412-392-3966 of any change of legal mailing address.

7. **COPYRIGHT AND MORAL RIGHTS:** Contestant represents and warrants to the University that Contestant is the creator of Contestant's competition entry, that Contestant owns all of the copyright, trademark, property rights, or any other third-party rights contained therein, and that the University's use of the Contestant's entry in accordance with these rules will not infringe on any person's copyright, trademark, property rights, rights of privacy or publicity of any person, or any other right of any third party. Contestant represents and warrants that Contestant has the full and unrestricted right to transfer the entry to University free and clear of any claims or encumbrances. Contestant grants to the University a non-exclusive, worldwide, royalty-free, perpetual and irrevocable license to copy, store, edit, distribute, transmit, and publish Contestant's V3 Challenge entry.

Contestant agrees to and shall protect, defend, indemnify and hold harmless the University from and against any and all claims, actions, costs, expenses and damages arising out of any actual or alleged patent, trademark or copyright infringement related to or arising out of the use of the Contestant's entry.

8. **COMPETITION ENTRIES:** V3 Challenge entries must be in the form prescribed by the University website. V3 Challenge entries will not be returned. Therefore, Contestant is expected to keep a copy of Contestant's entry. Contestant acknowledges and agrees that the University shall have no obligation to post, display, or otherwise make publicity available for Contestant's entry.
9. **PUBLICITY:** The University may undertake publicity activities relating to the V3 Challenge and prize award. The winner therefore agrees to the use of their name, photograph, disclosure of town or region of residence, and disclosure of entry details in any post-prize-winning publicity. All other personal details collected as part of the competition will be used in conjunction with the University Privacy Policy, which is available on the University website.
10. **INDEMNIFICATION:** THE CONTESTANT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE UNIVERSITY FROM AND AGAINST ANY CLAIMS, DAMAGES, LIABILITIES, INJURIES, EXPENSES OR LOSSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND COSTS, BY REASON OF ANY SUIT, CLAIM, DEMAND, JUDGMENT OR CAUSE OF ACTION INITIATED BY ANY PERSON (INCLUDING EMPLOYEES OF THE CONTESTANT) OR AWARD OF DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT THE SAME RESULTS FROM (I) A VIOLATION OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL LAWS, RULES, REGULATIONS OR ORDERS, (II) A BREACH OF THIS AGREEMENT, (III) THE

NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CONTESTANT, CONTESTANT'S EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS OR INVITEES AND EACH OF THEIR EMPLOYEES, AGENTS AND REPRESENTATIVES, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY TO THE CONTESTANT, CONTESTANT'S EMPLOYEES OR THIRD PARTIES, OR ANY PROPERTY DAMAGE, OR (IV) THE USE OF PRIZE MONEY AWARDED TO CONTESTANT PURSUANT TO THE V3 CHALLENGE AND THIS AGREEMENT. IT IS THE INTENT OF THIS PROVISION TO ABSOLVE AND PROTECT THE UNIVERSITY FROM ANY AND ALL LOSS EXCEPT LOSS DUE TO ITS NEGLIGENCE OR WILLFUL MISCONDUCT. THE UNIVERSITY SHALL RETAIN THE RIGHT TO BE SEPARATELY REPRESENTED BY COUNSEL OF ITS OWN CHOOSING AT THE CONTESTANT'S REASONABLE EXPENSE TO DEFEND AGAINST ANY SUCH CLAIMS, DEMANDS, JUDGMENTS OR CAUSES OF ACTION.

11. RELEASE OF LIABILITY: THE UNIVERSITY ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, OR ASSIGNS SHALL NOT BE LIABLE FOR ANY WARRANTY, COSTS, DAMAGE, INJURY, OR ANY OTHER CLAIMS INCURRED AS A RESULT OF THE USAGE OF A PRIZE BY THE CONTESTANT. THE UNIVERSITY ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, OR ASSIGNS ARE NOT LIABLE FOR ANY LOSS ARISING OUT OF OR IN CONNECTION WITH ANY CONTEST PROMOTED BY THE UNIVERSITY.

12. MISCELLANEOUS:

- a. The V3 Challenge is null and void in any jurisdiction where prohibited by law.
- b. The University reserves the right to require the winning Contestant to execute an affidavit of eligibility as a sworn document and provide other proof of the eligibility as a condition of receipt of the V3 Challenge prize.
- c. The Contestant shall comply with all applicable federal, state and local laws and the University rules and regulations.
- d. The Contestant agrees that any terms and conditions of this Agreement meant to extend duties or obligations to the respective parties beyond the termination of this Agreement shall survive the termination of this Agreement.
- e. Performance of all requirements of this Agreement by each party shall be pursued with due diligence; however, neither party shall be liable for any loss or damage for delay or nonperformance due to causes not reasonably within its control (including without limitation war (whether declared or not), armed conflict or the serious threat of the same, hostile attack, blockade, military embargo, hostilities,

invasion, act of a foreign enemy, extensive military mobilization; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject Party (“Force Majeure Event”). In the event of any delay resulting from such Force Majeure Event or the University’s determination that it is not in its best interests to continue with the V3 Challenge due to the Force Majeure Event, the University may terminate this Agreement in its sole discretion. Upon termination pursuant to this Section, both parties will be released from their obligations pursuant to this Agreement and the University shall have no other liability or obligation to the Contestant as a result of termination pursuant to this Section.

- f. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, regardless of the choice of law provisions of Pennsylvania or any other jurisdiction. Any controversy, claim or dispute arising out of or relating to this Agreement or the breach thereof, shall be adjudicated in the Court of Common Pleas of Allegheny County, Pennsylvania, or the United States District Court for the Western District of Pennsylvania. Contestant hereby waives any and all objections to jurisdiction or venue of these courts, whether on the ground of inconvenient forum or otherwise. At its sole option, the University may avail itself of arbitration under common law or under the Commercial Arbitration Rules of the American Arbitration Association.
- g. This policy affirms Point Park University's commitment to non-discrimination, equal opportunity, and the pursuit of diversity. Point Park University does not discriminate on the basis of: sex, race, ethnicity, religion, color, national origin, age (40 years and over), ancestry, individuals with disabilities, veteran status, sexual orientation, gender, gender identity, height, weight, genetic information, marital status, caregiver status, or familial status, in the administration of any of its educational programs, activities, or with respect to employment or admission to the University’s educational programs and activities.

This policy is in accord with local, state and federal laws, including Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, Age Discrimination Act of 1975, and the Pittsburgh Human Relations Act. Inquiries regarding these regulations, policies, or complaints of discrimination should be referred to the Vice President of Human Resources, telephone number (412) 392-3952.

The Contestant shall comply with this policy and further represents and warrants that Contestant is in compliance with all local, state and federal laws, including Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, Age Discrimination Act of 1975, and the Pittsburgh Human Relations Act. Inquiries regarding these regulations, policies, or complaints of discrimination should be referred to the Human Resources Officer, telephone number (412) 392-3952.

- h.** This Agreement and attached documents contain the entire understanding with respect to the subject matter hereof and may not be amended except by a written agreement executed by the Contestant and the University's authorized agent.