



## **edg3 FUND™ 2019 Official Rules**

**Mission Statement:** To provide funding for entrepreneurs dedicated to growing our community economically, socially, and environmentally. A major obstacle for entrepreneurs and small businesses can be a lack of funding, so the purpose is to fund a creative, sustainable business and help to take it to the next level.

### **Official Rules:**

NO PURCHASE IS NECESSARY. AN APPLICANT DOES NOT NEED TO BE A KITSAP BANK CUSTOMER TO ENTER OR WIN THIS COMPETITION. By participating in this Competition, an applicant agrees to and accepts these Official Rules and the decisions of Kitsap Bank, which are binding in all matters related to the Competition. An applicant's receipt of an award is contingent upon the fulfillment of the requirements set forth herein.

### **Competition Entry Period:**

July 1<sup>st</sup>, 2019 to July 31<sup>st</sup>, 2019

### **Eligibility:**

Competition is open to:

- Legally registered and existing Western Washington based businesses. UBI number must be provided.
- Western Washington residents 18 years of age or older with an existing business

All businesses that apply must comply with federal and state laws.

Entities that are tax-exempt organizations, non-profits or charitable trusts are not eligible to participate. Employees, officers, and directors of Kitsap Bank and their respective subsidiaries, affiliates, promotion or advertising agencies, Competition judges, other parties determined not to be independent of Kitsap Bank, and members of their immediate families and households are not eligible to participate. Kitsap Bank reserves the right at its sole discretion to disqualify any applicant for any reason. Prior winners of the edg3 FUND™ small business competition are eligible to apply but are ineligible to win the same award that they won previously.

### **How to Enter:**

Applicants should fill out the application on <https://www.kitsapbank.com/business/edg3-fund/> by 5pm PST on July 31, 2019.

### **Additional Entry Rules:**

- Business ideas, concepts, and products must be the original work of the applicant.
- Must not infringe upon the copyrights, trademarks, rights of privacy, publicity, or other rights of any person or entity.

### **Winner Determination:**

The Competition will consist of four (4) stages to determine the winner.

1. *Initial Judging:* A panel of judges will review all eligible entries received and select up to 15 semifinalists. Entries will be judged on the following criteria:



- Alignment With Mission – The company's ability to meet the edg3 FUND mission of growing our community economically, socially and environmentally.
- Impact - \$25,000 would make a significant difference to the applicant's business.
- Viability - The company has a clear vision for the future, and the foreseeable future for the business looks promising.
- Uniqueness - The business is unique or innovative and addresses a need, or solves a problem in an "out-of-the-box" way.

Preference will be given to businesses addressing the mission statement within Kitsap Bank's geographic footprint, which includes Clallam, Jefferson, King, Kitsap, Mason, and Pierce counties.

2. *Announcement of Semifinalists:* By August 30, 2019 the selected semifinalists will be contacted via the email address listed on the application. Applicants must confirm their availability to compete in the live event on November 21, 2019. If unable to participate, they will be disqualified and another semifinalist will be chosen. All semifinalists are encouraged to set up a tabletop display at the edg3 FUND live event.
3. *Voting:* Up to 15 semifinalists will be featured on Kitsap Bank's edg3 FUND™ website and social media September 23-30, 2019. During this time, the public will be invited to vote for their favorite semifinalist. Finalists will be selected based upon a combination of public voting and private judging. Voting ends 5PM PST on September 30, 2019. Finalists will be notified by October 4, 2019.
4. *Live Event – November 21, 2019.* The finalists chosen will have up to two (2) minutes to set up their presentation, up to five (5) minutes to present their case, and up to three (3) minutes of Q&A from judges. An independent panel of qualified judges will score the presentations and select the winner. The winning business will be named the edg3 FUND \$25,000 prize winner.

Each finalist will be videotaped at the live event, for use in an informational video by Kitsap Bank. All finalists agree to be available for, and participate in, a promotional video, which will be filmed prior to the live event.

#### **edg3 FUND™ Prizes:**

**edg3 FUND Grand Prize:** \$25,000 will be awarded to the business selected from among the five finalists that, in the judges' opinions, best meets the judging criteria, based upon their submitted application, video, and live presentation at the edg3 FUND Live event on November 21, 2019.

**Community edg3 Award:** \$5,000 will be awarded to the company that embodies all of the principles of edg3 FUND, touching the heart of the community and addressing a local issue or problem. This prize will be awarded to one business selected from the semi-finalist pool that, in the judges' opinion, best embodies the spirit of community, based upon their submitted application and video. The award will be presented at the edg3 FUND Live event on November 21, 2019; company representatives must be present to win.

Kitsap Bank reserves the right to add additional prizes and awards at its sole determination.

#### **Other Rules and Regulations**



•Void Where Prohibited by Law: The Competition is subject to all applicable federal, state and local laws and regulations and is void in any jurisdiction where it is prohibited by law or regulation.

•Competition and Official Rules Subject to Modification by Kitsap Bank: The Competition and these Official Rules are subject to modification, cancellation, or limitation at any time at Kitsap Bank's sole discretion, with or without notice, including to persons who have already entered the Competition. All changes to or modifications of the Competition or these Official Rules will be posted on the Kitsap Bank website ([www.kitsapbank.com](http://www.kitsapbank.com)). Kitsap Bank's failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

•General Conditions of Participation in This Competition: Except where prohibited by law, submission of an entry constitutes the applicant's consent, for purposes of advertising, trade, promotion, and publicity, to permit Kitsap Bank and its affiliates, without notice or further compensation, a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, create derivative works from and display in any and all forms of media, now known and hereafter devised, such applicant's name, likeness, pictures, photographs, video, voice, biographical information, and statements. If necessary, applicants will sign any documentation that may be required for Kitsap Bank or its affiliates to make use of these rights granted by applicants. Once submitted, all entries become property of Kitsap Bank and will not be returned. All semifinalists will be required to submit an IRS Form W-9 in order to continue participation in the Competition. The determination of which applicants advance to successive stages of the Competition, and which applicant is the ultimate winner of the Competition, shall be in Kitsap Bank's and the judges' sole and absolute discretion, as applicable, and each applicant hereby acknowledges that none of Kitsap Bank, its affiliates nor their respective officers, directors, employees, and agents including outside attorneys, shareholders, representatives, successors, and assigns (collectively, the "Kitsap Parties") shall be liable in any way for the selection of, or failure to select, any applicant to advance in the Competition.

•Similar Entries: By submitting an entry, each applicant acknowledges and agrees that Kitsap Bank may obtain many entries in connection with this Competition and other competitions staged or promoted by Kitsap Bank, and that such entries may be similar or identical in theme, idea, format or other respects to other entries submitted in connection with this Competition or other contests sponsored by Kitsap Bank or submitted for other reasons or other materials developed by Kitsap Bank. Each applicant waives any and all claims against any Kitsap Party that he, she or it may have had, may have, or may have in the future, that any Competition entry or other works accepted, reviewed or used by the applicant may be similar to his, her or its Competition entry, or that any compensation is due to the applicant in connection with the entry or other works used by a Kitsap Party. Each applicant agrees that no Kitsap Party shall have any responsibility for any unauthorized use of any Competition entry by third parties.

•Disqualification: Kitsap Bank reserves the right, in its sole discretion, to disqualify any applicant for any reason, including, but not limited to, for the submission of any incomplete entry or any entry not complying with these Official Rules, or any applicant that it finds to be: (i) tampering with the entry process or otherwise tampering with the operation of the Competition, the Competition website, or any other website or web banner ad related to the Competition; (ii) acting in violation of the Official Rules; (iii) acting in a non-sportsmanlike or 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 law, in each case as solely determined by Kitsap Bank. Any person attempting to defraud Kitsap Bank or any other applicant or in any way tamper with the Competition will be ineligible to compete in or win the



Competition and Kitsap Bank may seek any and all remedies available to it, including, if appropriate, filing complaints with legal authorities.

- Website or Competition Corruption: If for any reason, in Kitsap Bank's sole discretion, the Competition is not capable of running as planned or if the administration, security, fairness, integrity, or proper conduct of this Competition is corrupted or adversely affected, Kitsap Bank reserves the right to cancel, terminate, modify or suspend the Competition.

- KITSAP BANK RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO MODERATE ALL ENTRIES FOR COMPLIANCE WITH THESE OFFICIAL RULES OR TO DISQUALIFY ANY ENTRY THAT IT FEELS IS INAPPROPRIATE, OBJECTIONABLE OR INCONSISTENT WITH THE POSITIVE IMAGE OR GOODWILL IT WISHES TO PROMOTE IN THE COMPETITION.**

- ALL APPLICANTS ACKNOWLEDGE AND AGREE THAT ALL ENTRY MATERIALS SUBMITTED IN CONNECTION WITH THIS COMPETITION ARE SUBMITTED ON A NON-CONFIDENTIAL AND NON-PROPRIETARY BASIS AND MAY BE USED BY KITSAP BANK AND ITS AFFILIATES FOR ADVERTISING AND PROMOTIONAL PURPOSES INCLUDING, BUT NOT LIMITED TO, IN CONNECTION WITH THE COMPETITION WEBSITE. APPLICANTS AGREE THAT THEY WILL NOT USE THE ENTRY MATERIALS FOR ANY OTHER PURPOSE WITHOUT THE EXPRESS CONSENT OF KITSAP BANK IN EACH INSTANCE.**

- Limitation of Liability: The Kitsap Parties are 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 a Kitsap Party, the applicant, or anyone else.

- Applicants' Own Work: Each applicant's submission must be entirely his, her, or its (or in the case of a team effort, the 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. Each applicant must obtain all necessary permissions, licenses, clearances, releases, waivers of moral rights and other approvals 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 permission, licenses, clearances, releases, waivers of moral rights and approvals must be provided to Kitsap Bank upon its request. No Kitsap Party shall be responsible to any third-party for any applicant's failure to comply with this provision, and each applicant agrees to indemnify the Kitsap Parties for any such claim.

- Voting: If any applicant is found to be soliciting votes in return for a purchase or payment of any kind, or any other form of consideration or inducement, the applicant may be disqualified at Kitsap Bank's sole discretion. Applicants are prohibited from obtaining votes by any fraudulent or inappropriate means or practices, including, without limitation, offering prizes, payments or other inducements, to members of the public or using any website designed to induce individuals or provide other incentives to vote for the applicant's entry, as determined by Kitsap Bank in its sole discretion, and Kitsap Bank reserves the right to disregard any votes that it deems ineligible or fraudulent. The use of scripts, macros



or any automated system or practice to vote or with the intent to impair the integrity of the voting process is prohibited and all such votes will be void. Any attempt by any voter to obtain more than the stated number of votes by using multiple accounts, identities, registrations or logins, or any other method will void that voter's votes and that voter may be disqualified. Kitsap Bank reserves the right to select alternate finalists should the voting appear to be tampered with or manipulated in any way.

- **Affidavit & Release:** As a condition of receipt of the award, the winner of the Competition will be required to execute and deliver to Kitsap Bank a signed Affidavit of Eligibility, which includes an acceptance of these Official Rules and a release of liability.

- **Notice to Winners:** As a condition of receipt of the award, the winner of the Competition will be asked to agree that the funds awarded are solely to fund the business described in the winner's entry form. Funds awarded are non-transferrable and may be considered taxable income, and the Kitsap Parties assume no responsibility with respect to any tax liability incurred by the winner in connection with the award; applicants are advised to consult with their tax advisors for more information. Kitsap Bank reserves the right to contact the winner on a regular basis for a period of one year after completion of the Competition to check on status, and will ask for a summary within twelve (12) months as to how well the funding met the expectations of the applicant. Items within this summary may be published by Kitsap Bank.

- **Release and Waiver:** By entering the Competition, each applicant irrevocably agrees and acknowledges to be bound by the Official Rules and all applicable laws and decisions of Kitsap Bank which are final and binding in all respects; to forever and irrevocably waive all of his, her, or its rights to claim ambiguity with respect to the Official Rules and to waive all of his, her, or its rights to bring any claim, action, or proceeding against any Kitsap Party in connection with the Competition; and to forever and irrevocably release, indemnify, and hold harmless the Kitsap Parties 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 a Kitsap Party 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 applicant'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 prize (or any components thereof) due to unavailability, business or creative considerations, or reasons beyond Kitsap Bank's control or as otherwise set forth in these Official Rules; (e) any interruptions in or postponement, cancellation, or modification of 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 or dating mechanism, computer equipment, software, or Internet service provider utilized by Kitsap Bank or by an applicant; (i) interruption or inability to access the Competition, the Website, or any other Competition-related websites or any online service via the internet due to hardware or software compatibility problems; (j) any damage to applicant's (or any third party's) computer or its contents related to or resulting from any part of the Competition; (k) any lost or 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 a Kitsap Party; (m) the public voting or the tabulation of the votes, or (n) the selection by any Kitsap Party or its advisors of the finalists.

- Disputes: Except where prohibited, all issues, questions and disputes concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the applicant and Kitsap Bank in connection with the Competition, shall be governed by, and construed in accordance with, the laws of the State of Washington, without giving effect to any choice of law or conflict of law rules (whether of the State of Washington or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Washington. By entering, applicants consent to the jurisdiction and venue of the federal, state and local courts located in Port Orchard, Washington.

This Competition is sponsored and administered by Kitsap Bank, 619 Bay Street, Port Orchard, WA 98366.