
STARTUP PITCH COMPETITION OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN.
A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.**

THIS COMPETITION IS GOVERNED EXCLUSIVELY BY THE LAWS OF THE UNITED STATES.

Please read these rules before entering the Competition. Participation in this Competition constitutes each Participant's full and unconditional agreement to and acceptance of these Official Rules and represents that the Participant satisfies all of the eligibility requirements set forth below.

- 1. EXECUTIVE SUMMARY:** The Legacy Classic Startup Pitch Competition (the “**Competition**”) is an open, skills-based, competitive event to identify early-stage, Black-founded startup companies and provide an opportunity for two (2) finalists to pitch their startup companies to representatives of Concrete Rose Capital, Harlem Capital, MaC Venture Capital, Endeavor, and Outlier Society (the “**Named Partners**”).
- 2. ELIGIBILITY:** To be eligible to enter the Competition, each person entering the Competition either individually or as part of a presentation team (each, a “**Participant**”) must be: (i) a legal resident of the United States; (ii) at least 18 years old or the age of majority in such individual's jurisdiction of residence; and (iii) part of a startup company whose founding team is at least 51% Black and/or African-American.

All applicable United States federal, state, provincial, and local laws and regulations apply. Although the Competition is governed exclusively by the laws and regulations of the United States, other local rules and regulations may apply to certain Participants, so all Participants should check their local laws to ensure that Participant is eligible to participate in skills-based competitions. The Sponsor (as defined below) and Named Partners reserve the right to award alternative prizes where needed to comply with local laws.

If any Participant (i.e., Their) is acting within the scope of Their employment, as an employee, contractor, or agent of another party, such Participant warrants that such party has full knowledge of Their actions and has consented thereto, including Their potential receipt of a prize. Such Participant further warrants that Their actions do not violate Their employer's or entity's policies and procedures. Participant, as context dictates, means an individual or a team of Participants entering as a single entry.

Employees of the Sponsor, Named Partners, or any person involved in the production, development, implementation, or handling of the Competition, William Morris Endeavor Entertainment, LLC, Horizon Media, Inc. and its Scout Sports and Entertainment division, Lucky Boy Holdings, LLC, and any agents acting for or on behalf of the foregoing entities, their respective parent companies, officers, directors, subsidiaries, affiliates, licensees, sponsors, service providers, prize suppliers, or any other person or entity associated with the Competition (collectively, including the Sponsor and the Named Partners, the “**Sponsor-Related Persons**”) and/or the immediate family (spouse, parents, siblings and children) and household members (whether related or not) of each such employee, are not eligible to participate in the Competition.

A Participant may be affiliated with only one (1) submission (each, a “**Submission**”) to the Competition and any later submissions by such Participant will be disregarded.

The Sponsor and Named Partners reserve the right to verify eligibility and to adjudicate on any dispute at any time. If any Participant provides any false information relating to the Competition concerning Their identity, residency, mailing address, telephone number, email address, ownership of right, or information required for entering the Competition with the intent, in Sponsor or the Named Partners' sole discretion, to circumvent the Official Rules, such Participant may be immediately disqualified from the Competition. If a Competition winner is subsequently discovered to be ineligible, the Sponsor and Named Partners reserve the right to forfeit/reclaim any Competition prizes at their discretion, and, at their discretion, may confer the same on such other Participant as may be selected

by the Sponsor and Named Partners in their sole discretion.

3. **SPONSORS:** The Competition is sponsored by Devils Arena Entertainment LLC, with offices at 25 Lafayette Street, Newark, NJ 07102 (the “**Sponsor**”).
4. **AGREEMENT TO OFFICIAL RULES:** Each Participant should read these Official Rules carefully before entry to ensure that such Participant understands and agrees. Participation in the Competition will require each Participant to accept, prior to submission, these Official Rules, which constitutes each Participant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor and Named Partners, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein, including agreeing to the Additional Rules (as defined below). The Sponsor and Named Partners reserve the right to take any actions necessary to verify a Participant’s compliance with these Official Rules before awarding a prize, including, without limitation, engaging a third party to evaluate the Submission and/or requiring a Participant to provide evidence of permission to use certain third-party materials. Even though a Participant may be announced as a winner, if any such Participant’s compliance with these Official Rules cannot be verified to the Sponsor’s or Named Partners’ satisfaction, the Participant will be disqualified, and, time permitting, an alternate winner will be selected.
5. **ENTRY:** The Competition will run from 9:00 am Eastern Time (ET) on November 9, 2022 to 6:00 pm ET on December 9, 2022 (the end date/time, the “**Competition Deadlines**”). The Competition Deadlines are subject to change, and the Sponsor and Named Partners may introduce additional hurdle deadlines during the Competition. Any deadline changes or additional hurdle deadlines will be publicized on the Competition website set forth at <https://prucenter.com/events/legacy-classic-startup-pitch>. It is each Participant’s responsibility to check the Competition website regularly to stay informed of any changes.

Each Submission must adhere to the Guidelines and Restrictions described below (the “**Guidelines and Restrictions**”). The Sponsor and Named Partners, in their sole discretion, may disqualify any Participant from the Competition if they believe that the Submission fails to conform to the Guidelines and Restrictions.

Guidelines and Restrictions: Each Submission must:

- Include the following components with the Submission, which should be in the form of a PDF or PowerPoint presentation and operate as a formal investor presentation:
 - Business plan
 - Team description
 - Product roadmap/go to market plan
 - Historical and projected financials, if any (including revenue, EBITDA, etc.)
 - Snapshot of current ownership (including cap table)
 - Outline of business strategy and vision
 - Overview of Total Addressable Market (TAM)
- Not contain material that violates or infringes any rights of any other party, including but not limited to copyright, trademark, patent, privacy, publicity, or any other intellectual property rights;
- Not disparage any Sponsor, Named Partner, or any other person or party;
- Not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- Not contain material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- Comply with any applicable laws, regulations, rules, orders, or guidelines; and
- Not have been developed or created for or on behalf of a client of a Participant and must not have won any kind of award, competition, or contest or has been funded or financed by an institutional investor, venture

capital or similar concern.

EACH PARTICIPANT IS RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME IN THEIR RESPECTIVE TIME ZONE. ENTRIES MAY BE DISQUALIFIED IF THEY ARE IN WHOLE OR IN PART ILLEGIBLE, INCOMPLETE, DAMAGED, OR MAY BE VOIDED IF ALTERED TO DECEIVE OR MISLEAD, COUNTERFEIT, OBTAINED THROUGH FRAUD, OR LATE. SPONSOR AND NAMED PARTNERS RESERVE THE RIGHT TO DISQUALIFY ANY PARTICIPANT WHO MAKES AN ENTRY THAT DOES NOT MEET THE REQUIREMENTS SET FORTH IN THESE OFFICIAL RULES AND/OR ON THE COMPETITION WEBSITE.

By entering, each Participant represents and warrants the following with respect to Their entry: (a) Participant is the sole and exclusive owner of the Submission (including all concepts, materials and/or inventions included therein); (b) the Submission does not violate any (i) of the Guidelines and Restrictions set forth herein, (ii) requirements set forth on the Competition website, or (iii) rights of any third parties; (c) to the extent possible under applicable law, no other party can invoke any moral rights in relation to the Submission that have not been duly waived; (d) the Submission and the participation in the Competition by the Participant do not violate any local, state, provincial, national, or foreign law; and (e) the Submission does not contain the confidential information of any third party.

6. SELECTION OF FINALISTS & WINNERS; PRIZE:

Up to two (2) Participants (the “**Finalists**”) will be selected to pitch their Submissions (the “**Pitch**”) to certain representatives (the “**Judges**”) of the Named Partners (the “**Prize**”). Finalists will be chosen from among the Submissions by a panel consisting of certain representatives of the Sponsor, the Named Partners, and their respective representatives or agents (and for clarity, none who are Judges) based on which Submissions such panel determines, in its sole discretion, satisfy a variety of criteria including the following: (a) the contents of the Submission (including the relevant components set forth above), (b) the quality and strength of the Pitch, (c) potential for future growth, and (d) whether there is a competitive advantage in the market place (the “**Judging Criteria**”).

Potential finalists will be notified via email on or about January 10, 2023 (subject to change, in which case, notice shall be posted on the Competition website). If a potential finalist does not respond to the notification attempt within forty-eight (48) hours, then such potential finalist may be disqualified, and an alternate potential finalist may be selected from among all eligible entries received.

The Judges will select one (1) winner (the “**Winner**”). Winner shall be notified following the conclusion of the Pitches.

The Competition will be judged under the Judging Criteria set forth above and possible additional criteria which may be provided in the Additional Rules (defined below) to all of the Finalists.

The Sponsor and Named Partners reserve the right to disqualify any Participant from the Competition if the Sponsor or Named Partners reasonably believe that the Participant has attempted to undermine the legitimate operation of the Competition by cheating, deception, or other unfair playing practices or abuses, threatens or harasses any other Participants, Sponsor, or Named Partners.

Any potential winner may decline to be nominated as a Competition winner by notifying the Sponsor and Named Partners directly within one (1) week after the passing of the Competition Deadline, in which case the potential winner forgoes any prize or other features associated with winning the Competition. The Sponsor and Named Partners may disqualify a Participant who so declines its winner status.

Each Participant agrees that the identity of each Finalist, and the results of the Competition, including the identities of the Winner, shall be held strictly confidential, and Participants shall not be permitted to provide or communicate such information (or any part thereof) to any other person or entity without the express prior written consent of the Sponsor or, if earlier, at such time as such information is made generally available to the public by the Sponsor or the Named Partners.

The Winner shall: (i) receive mentorship/advisement on the Winner's business from the Named Partners and (ii) in the event any Named Partner elects to invest its capital in the Winner's business, have the opportunity to receive such capital (such amount to be determined by the Named Partners in their sole discretion) (an "**Investment**"). Each Participant acknowledges and agrees that (a) any such Investment shall be the subject of good faith negotiations between the Winner and the Named Partners, (b) whether any such Investment shall be provided and the amount of any such Investment shall be determined by the Named Partners in their sole discretion, (c) the Sponsor has no control over if or when the Investment is provided, the form of the Investment, or the amount of the Investment, and (d) Participant releases the Sponsor-Related Persons from any liability with respect to the provision of any such Investment.

Winner shall be solely responsible for any and all applicable fees and taxes associated with prize and/or Investment receipt and use. All federal, state, provincial, and local taxes and unspecified expenses (including social contributions and/or VAT Taxes, where applicable) are the responsibility of Winner. AWARD OF PRIZES AND/OR INVESTMENTS TO POTENTIAL WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO SPONSORS AND THE NAMED PARTNERS ALL DOCUMENTATION REQUESTED BY SPONSORS AND THE NAMED PARTNERS TO PERMIT THEM TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, PROVINCIAL, LOCAL, OR OTHER TAX REPORTING LAW OR REGULATIONS IN THE UNITED STATES AND IN THEIR RESPECTIVE JURISDICTION. TO THE EXTENT PERMITTED BY LAW, ALL TAXES IMPOSED ON PRIZES AND/OR INVESTMENTS ARE THE SOLE RESPONSIBILITY OF THE WINNER. Refusal by any Participant to submit such documentation or complete any required forms or obligations will result in such Winner forfeiting the Prize and/or Investment, leaving it unclaimed or, at the Judges' discretion, awarded to an alternate Winner.

7. **JUDGES' DECISIONS FINAL:** Decisions of Sponsor, Named Partners, the Judges and/or their respective representatives and agents (collectively, the "**Judging Personnel**") are final and binding on all matters relating to this Competition. All Participants hereby release the Judging Personnel and the Sponsor-Related Persons from any and all liability regarding those decisions. The Judging Personnel reserve the right to select fewer than the stated number of Finalists or Winners in the event an insufficient number of entries are received that meet the minimum Judging Criteria.
8. **PARTICIPATION:** Each Finalist will be subject to an additional set of rules that may be provided to all such Finalists at a later date, which may include, among other things, codes of conduct, venue requirements, and rules governing participation in the Pitch (the "**Additional Rules**"). Continuing participation in the Competition and the Pitch by a Finalist constitutes such Finalist's full and unconditional agreement to, and acceptance of, the Additional Rules (which are incorporated herein by reference). If any Finalist does not wish to be bound by such Additional Rules, such Finalist must notify the Sponsor and Named Partners directly within three (3) days following the date upon which the Additional Rules were made available to such Finalist, in which case such Finalist foregoes the opportunity to participate in the Competition, the related virtual event, and any prizes or other features associated with winning the Competition. The Sponsor and Named Partners may disqualify any Finalist who fails to comply with the Additional Rules.

ADDITIONAL DOCUMENTS / CONSENT: Except where prohibited by law, each Finalist will be required to sign and return to the Sponsor and Named Partners, by a deadline to be determined, a declaration of eligibility, liability/publicity release, U.S. tax forms (such as IRS Form W-9 if U.S. resident, IRS Form W-8BEN if foreign resident, or future equivalents), licenses, releases and other agreements required under Section 8 of these Official Rules, and additional documents that may be required by the Sponsor and Named Partners in order to proceed in the Competition. Failure to return required documents as specified will result in disqualification. The declaration of eligibility, and the acceptance of any Prize or Investment, will also include consent to use each Participant's name and likeness for editorial, advertising, and publicity purposes without additional compensation to Participant or any other party, except where prohibited by law.

9. **INTELLECTUAL PROPERTY:**

All patent, copyright, and trademark rights (collectively, "**Intellectual Property Rights**") belonging to any person

prior to the Competition will remain vested in that person. Any Intellectual Property Rights created or otherwise developed by a Participant during the course of the Competition will vest in such Participant. Any Intellectual Property Rights created or otherwise developed by the Sponsor or a Named Partner during the course of the Competition will vest in such Sponsor or Named Partner, as applicable. Each Participant represents and warrants that the products and services discussed in its Submission are and will be the original work of and solely owned by the Participant submitting the Submission, or, if a part of those products and services are not original to or not solely owned by such Participant, then such Participant has all necessary rights and licenses from any third party in order to incorporate such part into the products and services discussed in the Submission and as otherwise contemplated in these Official Rules. Further, each Participant represents and warrants that neither the Submission, nor any products or services discussed in the Submission, infringe or misappropriate any Intellectual Property Rights or other rights of third parties.

Each Participant acknowledges that the Sponsor's and Named Partners' consideration of the Submission is not an admission by the Sponsor and Named Partners of the novelty, propriety, originality, or value of the Submission or the products or services discussed in the Submission. Each Participant further acknowledges that the Sponsor or Named Partners may be creating, have previously created, or may in the future independently create, or already may have received or in the future may receive from another third party, products, services, projects, ideas, designs and other materials that are substantially similar, identical, or otherwise related to the products or services discussed in the Submission, which the Sponsor or Named Partners may use for any purpose without any liability or compensation to any Participant. Each Participant further acknowledges that, due to the nature of this Competition, there is a possibility that similar products or services may be submitted by multiple Participants. Any similarity between products or services will in no way entitle any Participant to any consideration or compensation from the Sponsor or Named Partners, including in the event a product or service similar or identical to Participant's is selected as a winner or finalist. By entering the Competition and submitting a Submission, each Participant specifically acknowledges this possibility and agrees to the terms stated in these Official Rules. The Sponsor and Named Partners are further under no obligation of any kind to any Participant unless such obligations are specifically undertaken pursuant to a written agreement fully executed by one or multiple Participant(s), on the one hand, and the applicable Sponsor or Named Partner(s), on the other hand. For clarity, nothing in these Official Rules restricts the Sponsor or the Named Partners from using, disclosing, publishing, or otherwise exploiting any ideas, suggestions or feedback provided by any Participant during the Competition for any legitimate business purpose. Each Participant further acknowledges that all products, services, and other materials disclosed by any Participant during the course of the Competition are submitted on a non-confidential basis, and that the Sponsor and Named Partners will have no obligation to not disclose those items or to otherwise treat those items as confidential. If the Sponsor or one or multiple Named Partner(s) is (are) interested in licensing or acquiring any Intellectual Property Rights or other interests in the products or services discussed in a Submission, the applicable Participant(s) will negotiate in good faith with such Sponsor or Named Partner(s) to provide such license or other interest (individually and together with other contributors, as applicable). Except pursuant to a separate written agreement with the Sponsor or one or multiple Named Partner(s), no Participant may use any trademark, brand, logo, or other corporate identifier of such Sponsor, Named Partner, or any of the Sponsor's or Named Partners' related entities, for any purpose whatsoever without the prior written consent of the Sponsor (in the case of the Sponsor) or applicable Named Partner(s) in each instance.

NON-EXCLUSIVE RIGHTS TO USE NAMES & ENTRY: BY PARTICIPATING IN THE COMPETITION, EACH PARTICIPANT HEREBY GRANTS THE SPONSORS AND THE NAMED PARTNERS THE UNLIMITED RIGHT THROUGHOUT THE WORLD TO USE, RECORD AND/OR DOCUMENT THEIR NAME, PHOTO, VOICE, STREAM, VIDEOTAPE, LIKENESS, STATEMENTS ATTRIBUTED TO PARTICIPANT, BIOGRAPHICAL, PROFESSIONAL AND OTHER RELATED INFORMATION IN CONNECTION WITH ANY INTERNAL OR EXTERNAL PROMOTIONAL ACTIVITIES OF THE SPONSOR OR THE NAMED PARTNERS OR ANY OF THEIR RESPECTIVE DESIGNEES (E.G., WITHOUT LIMITATION, ANNOUNCEMENTS OF FINALISTS OR WINNERS), WITHOUT COMPENSATION OF ANY KIND TO PARTICIPANT. Each Participant understands that these items may be broadcast, displayed, reproduced, stored, edited, exhibited, used, and distributed by the Sponsor or the Named Partners over the Internet and/or any other communication medium now existing or hereafter created, for promotional, revenue-producing, and/or any other purpose as the Sponsor or Named Partners determine in their sole and absolute discretion.

10. CONFIDENTIALITY; COMPETITION DATA; SUBMISSION CODE REQUIREMENTS:

Each Participant agrees that they shall (A) use all information received from the Sponsor, the Named Partners, or their respective affiliates, employees, consultants, or agents that is not generally available to the public (collectively, “**Confidential Information**”) solely for the limited purpose of creating, developing and enhancing a Submission and not for any other purpose, and (B) keep the Confidential Information strictly confidential and not provide or communicate the Confidential Information (or any part thereof) to any other person or entity without the prior written consent of the relevant Sponsor or Named Partner. Upon the Sponsor’s or any Named Partner’s request or upon completion of the Competition, each Participant shall promptly return (or destroy) the Confidential Information (and all copies, extracts or other reproductions made thereof) to Sponsor, in the case that Sponsor so requested, or such requesting Named Partner, or destroy such Confidential Information (at such requesting Sponsor’s or Named Partner’s option).

11. GENERAL CONDITIONS: In the event that the operation, security, health and safety, or administration of the Competition is impaired in any way for any reason, including, but not limited to, fraud, virus, other technical problem, pandemic, epidemic or any Federal, state or local government imposed restrictions, limitations or lockdowns, the Sponsor and Named Partners may, in their sole discretion: (a) suspend the Competition to address the impairment and then resume the Competition in a manner that best conforms to the spirit of these Official Rules; (b) award the prizes from among the eligible entries received up to the time of the impairment, or (c) cancel the Competition in its entirety, in which case no prizes will be awarded. The Sponsor and Named Partners reserve the right in their sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Competition or 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 Competition may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor and Named Partners reserve the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor’s or the Named Partners’ failure to enforce any term of these Official Rules will not constitute a waiver of the Sponsor’s or Named Partners’ right to enforce such term.

12. RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Competition, to the maximum extent permitted by applicable law, each Participant agrees to release and hold harmless the Sponsor, Named Partners, and Sponsor-Related Persons (the “**Released Parties**”) from and against any liability, claims, demands, losses, damages, costs and expenses (including legal fees) arising out of participation in the Competition or receipt or use of any prize, including, but not limited to: (a) unauthorized human or human abetted intervention in the Competition; (b) the processing or judging of Submissions and/or Pitches; (c) technical errors related to computers, servers, websites, providers, or telephone or network lines; (d) printing errors; (e) lost, late, postage-due, misdirected, or undeliverable mail, or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed Submissions or Submission materials due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunctions of any telephone network or lines, cable connections satellite transmissions, traffic congestion on the internet or on any websites, or any combination thereof, which may limit a Participant’s ability to participate; (f) errors in the administration of the Competition or the processing of entries, typographical or other error in the printing, offering or announcement of any prizes or winners; (g) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Participant’s participation in the Competition or receipt or use of any prize; (h) personal injury, damage or death to persons which may be caused, directly or indirectly, in whole or in part, by Participant’s submissions or Submissions, or use thereof; (i) other errors or problems of any kind whether mechanical, human, technical, network or electronic, or errors which may occur in connection with the administration of the Competition; (j) any Submission or other material uploaded or provided by a Participant that infringes any third party proprietary rights, intellectual property rights, personal or moral rights, or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations, or defames any person; (k) any non-compliance by such Participant with these Official Rules or any applicable law or regulation; (l) claims brought by persons or entities other than the parties to these Official Rules arising from or related to such Participant’s involvement with the Competition; (m) the awarding or announcement of the winners or finalists or in any other

Competition-related materials; or (n) any delay or cancellation of the Competition pursuant to these Official Rules. To the extent permitted by applicable law, each Participant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. To the extent permitted by applicable law, each Participant further agrees to defend, indemnify, and hold harmless the Released Parties from and against any and all third-party claims or causes of action arising out of or in any way related to Participant's submissions or Submission, product or service and the Released Parties' use thereof as authorized herein, including, without limitation, any claims of infringement of intellectual property rights.

THE RELEASED PARTIES SHALL NOT BE LIABLE TO ANY PARTICIPANT FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE COMPETITION OR THIS AGREEMENT. EACH PARTICIPANT HEREBY RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTIONS, LIABILITY OR LOSSES OF ANY KIND (INCLUDING ACTUAL LEGAL FEES AND EXPENSES), KNOWN OR UNKNOWN, ABSOLUTE OR CONTINGENT, NOW OR IN THE FUTURE ARISING FROM OR RELATED TO: (1) THEIR FAILURE TO COMPLY WITH ANY OF TERMS OF THESE OFFICIAL RULES OR OTHER APPLICABLE RULES; (2) ANY MISREPRESENTATION THEY MAKE TO THE RELEASED PARTIES UNDER THESE OFFICIAL RULES OR OTHERWISE; (3) THEIR PARTICIPATION IN THE COMPETITION; (4) THEIR RECEIPT, USE OR REDEMPTION OF ANY PRIZE AND/OR INVESTMENT, OR THE INABILITY TO RECEIVE, USE OR REDEEM ANY PRIZE AND/OR INVESTMENT; (5) A CLAIM BY A THIRD PARTY THAT THE SUBMISSION OR PITCH, OR ANY SERVICES OR PRODUCTS DISCUSSED THEREIN, OR ANY OTHER MATERIALS OF ANY NATURE FURNISHED BY PARTICIPANT INFRINGES (WHETHER DIRECTLY, CONTRIBUTORILY, OR OTHERWISE), MISAPPROPRIATES OR VIOLATES SUCH THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS; (6) A CLAIM BY A THIRD PARTY RELATED TO THE THIRD-PARTY'S USE OF PARTICIPANT'S SUBMISSION. THE RELEASED PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE INFORMATION PROVIDED TO THE PARTICIPANT IN CONNECTION WITH THE CHALLENGE AND EXPRESSLY DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, RELATING TO THE COMPETITION. IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR ANY DAMAGES (INCLUDING WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST PROFITS OR ANY OTHER DAMAGES) RESULTING FROM THE USE OF ANY INFORMATION PROVIDED BY THE RELEASED PARTIES OR BY PARTICIPANTS IN CONNECTION WITH THE COMPETITION.

- 13. ARBITRATION:** Except where prohibited by law, as a condition of participating in this Competition, each Participant agrees that (A) any and all disputes and causes of action arising out of or connected with this Competition, or any prizes and/or investment awarded, will be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest Newark, New Jersey; (B) the Federal Arbitration Act will govern the interpretation, enforcement and all proceedings at such arbitration; and (C) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, punitive, incidental, special or consequential damages, or any other damages, including attorneys' fees, other than Participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Competition), and Participant further waives all rights to have damages multiplied or increased.
- 14. CHOICE OF LAW:** Except where prohibited by law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Participant, the Sponsor, and the Named Partners in connection with the Competition, will be governed by, and construed in accordance with, the substantive laws of the State of New Jersey, USA. To the extent necessary to enforce the arbitration provision in Section 13 above or if such arbitration provision is not enforceable for any reason, except where prohibited by law, the Participant hereby irrevocably and unconditionally (X) submits to the exclusive jurisdiction of the appropriate federal or state court located in the Essex County, New Jersey, and any appellate court thereof; and (Y) agrees that all claims will be heard and determined in such court.

15. COMPETITION RESULTS: A list of winners will be posted on the Competition website following the conclusion of the Pitches.

16. RIGHT TO CANCEL, MODIFY OR DISQUALIFY: If for any reason the Competition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Competition, the Sponsor and Named Partners reserve the right to cancel, terminate, modify, or suspend the Competition. The Sponsor and Named Partners further reserve the right to disqualify any Participant who tampers with the submission process or any other part of the Competition or any Competition-related website. Any attempt by a Participant to deliberately damage any website, including the Competition-related website, or undermine the legitimate operation of the Competition is a violation of criminal and civil laws. Should such an attempt be made, the Sponsor and Named Partners each reserves the right to seek damages from any such Participant to the fullest extent of the applicable law.

17. RIGHT TO WITHDRAW: If a Participant no longer wishes to participate in the Competition, such Participant may withdraw from the Competition by giving written notice to Sponsor, in which case such Participant foregoes the opportunity to participate in the Competition, the related event and any prizes and/or investment or other features associated with winning the Competition. Such notice may be sent to Sponsor at mike@macventurecapital.com.

18. PERSONAL INFORMATION & PRIVACY: Each Participant acknowledges and agrees that such Participant's name and contact information shall be collected upon registration for/entry into the Competition. The Sponsor and Named Partners may use or disclose this information and any other information contained in the Submission (A) to their affiliates or related entities, (B) as may be required to conduct and manage the Competition, including to confirm the eligibility of a Participant and communicate with such Participant regarding an invitation to participate in the Pitch, (C) as may be required to comply with applicable laws and regulations, (D) to contact such Participant via email for promotional purposes related to the operation of this or future competitions, and (E) to exercise the Sponsor's or Named Partners' rights under this Agreement, including any further contact of the Participant in connection with any commercial use of the subject of the Submission. All data provided by Participants must be accurate. Participants are informed that the personal data collected in connection with the Competition will be collected by the Sponsor's or the Named Partners' servers and computer systems which are based in United States and such collection will therefore be subject to applicable United States laws. Upon request, a Participant will be provided with access to such Participant's personal data. Participants also have a right to oppose the collection, storage and use of such personal data under certain circumstances. Participants may exercise such right by writing to the Devils Arena Entertainment LLC, with offices at 25 Lafayette Street, Newark, NJ 07102. If any Participant is not satisfied with how the Sponsor or Named Partners addressed his or her complaint, such Participant may be able to raise the matter with a competent regulatory authority.

Participants may also withdraw their personal data upon request; however, each requesting Participant will be disqualified as an entrant in the Competition prior to the determination and fulfillment of the prizes and/or investment.

IF ONE OR MORE PROVISIONS OF THESE OFFICIAL RULES ARE BE FOUND INVALID, ILLEGAL OR UNENFORCEABLE, SUCH PROVISIONS MAY BE REVISED TO ENABLE COMPLIANCE, IF APPROPRIATE AND THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THE REMAINING PROVISIONS OF THESE OFFICIAL RULES WILL NOT BE AFFECTED IN ANY WAY THEREBY.

IN THE EVENT THERE IS A DISCREPANCY OR INCONSISTENCY BETWEEN DISCLOSURES OR OTHER STATEMENTS CONTAINED IN ANY COMPETITION MATERIALS AND THESE OFFICIAL RULES, THESE OFFICIAL RULES WILL PREVAIL, GOVERN AND CONTROL.

Last Updated: November 8, 2022