



## Hatch Bloomington Official Contest Rules

Please read these Official Rules carefully before entering the Hatch Bloomington competition (“Contest”).

**By entering the Contest, you agree that you have read, and are bound by, the terms and conditions set forth below as if you had actually signed them. If you do not agree to the terms and conditions set forth below, you may not enter the Contest. By entering the Contest, you acknowledge and agree that these Official Rules are a legally binding contract between you and Hatch Bloomington.** Hatch Bloomington may modify the terms and conditions of these Official Rules as described below, and you agree to familiarize yourself with any modifications.

1. **Void Where Prohibited or Restricted by Law:** All federal, state and local regulations apply to the Contest. The Contest is void in any Country, or Federal or State jurisdiction where it is prohibited by law or regulation.
2. **Sponsor/Eligibility:** The Contest is sponsored by the City of Bloomington (“City”) and the Minneapolis Regional Chamber (“Chamber”). The Contest is open only to legal residents of the United States and the District of Columbia, and who are residing therein, and who are 18 years of age or older as of the time of entry. Employees, officers, elected officials, and directors of the City or Chamber and members of the immediate families of such persons (spouses, children, siblings, parents, and/or persons living in the same household as such persons, whether or not related), are not eligible to enter the Contest.
3. **Contest and Official Rules Subject to Modification by Hatch Bloomington:** The Contest and these Official Rules are subject to modification, cancellation, or limitation at Hatch Bloomington’s sole discretion, with or without notice, including to persons who have already entered the Contest. All changes or modifications of the Contest or these Official Rules will be posted.
4. **General Conditions of Participation in This Contest:** Except where prohibited by law, all entries that are selected as one of the 10 or more semifinalists permit the City or Chamber, and its affiliates to use, without notice or further compensation, worldwide and in perpetuity in any and all forms of media, now known and hereafter devised, such contestant’s name, likeness, pictures, photographs, voice, biographical information, and statements for purposes of advertising, trade,

promotion, and publicity. Once submitted, all information on submission forms, not just those of the semifinalists, become the property of Hatch Bloomington and will not be returned.

5. **Disqualification:** Hatch Bloomington reserves the right, in its sole discretion, to disqualify any individual it (or its authorized designee hosting the Website) finds to be: (i) tampering with the entry process or otherwise tampering with the operation of the Contest, the Website, or any web page or web banner ad related to the Contest; (ii) acting in violation of the Official Rules; (iii) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, harass, harm, mislead, or defraud any other individual or entity; (iv) past or present words or actions inconsistent with the spirit and purpose of Hatch Bloomington, as solely determined by Hatch Bloomington; or (v) otherwise in violation of law, as solely determined by Hatch Bloomington. Any person attempting to defraud Hatch Bloomington or the other contestants or in any way tamper with the Contest will be ineligible to compete in the Contest and Hatch Bloomington may seek any and all remedies available to it, including, if appropriate, filing complaints with legal authorities.
6. **Website or Contest Corruption:** If for any reason the Contest is not capable of running as planned or if in the sole discretion of Hatch Bloomington, the administration, security, fairness, integrity, or proper conduct of this contest is corrupted or adversely affected, Hatch Bloomington reserves the right to cancel, terminate, modify or suspend the Contest.
7. **Limitation of Liability:** Hatch Bloomington is 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 Hatch Bloomington, the entrant, or anyone else.
8. **Entrants' Own Work:** Your submission must be entirely your (or in the case of a team effort, your 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. Entrants 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 permissions, licenses, clearances, releases, waivers of moral rights and approvals must be provided to Hatch Bloomington upon its request. Hatch Bloomington shall not be responsible to a third-party for any entrant's failure to comply with this provision, and each entrant agrees to indemnify Hatch Bloomington for any such claim.
9. **Prohibition on Paid Media.** Contest entrants and anyone working or promoting on their behalf are prohibited from promoting their entry in any form of paid media, including print, broadcast, or digital sources.

10. **Informal Background Check.** Hatch Bloomington may perform informal background checks on Contest entrants selected to be semifinalists. The informal background check may consult Contest entrants' social media profiles, past public statements, news stories about the Contest entrants, or any other publicly-available information on the Contest entrant.
11. **Affidavit & Release:** As a condition of being awarded the financial assistance award, the winner may be required to execute and deliver to Hatch Bloomington a signed Affidavit of Eligibility.
12. **Data Practices Act Compliance:** Any and all data provided to Hatch Bloomington, received by Hatch Bloomington from contestants, or created, collected, received, stored, used, maintained, or disseminated by Hatch Bloomington pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and any applicable nondisclosure agreements.
13. **Use of Private or Confidential Data.** In accordance with the State of Minnesota Government Data Practices Act, Hatch Bloomington, as co-sponsored by the City, a government entity, is required to inform contestants of their rights as they pertain to the private or confidential information collected from contestants. Private data is accessible to contestants (if they are the subject of the data) and Hatch Bloomington staff, while confidential data is accessible only to Hatch Bloomington staff. The collection of private or confidential data from contestants is used to determine eligibility for Hatch Bloomington and to evaluate applications in the competition. The dissemination and use of private or confidential is limited to that which is necessary for the administration and management of Hatch Bloomington. Persons or agencies with whom this information may be shared include: Hatch Bloomington staff, Hatch Bloomington judges, and those individuals or agencies that applicants and contestants have given their express written permission.
14. **Obligations of Winner:** As a condition of being awarded financial assistance, the winner of the Contest will be required to enter into a contract with Hatch Bloomington. The contract, among other things, will contain terms regarding how and when the financial assistance money will be distributed and will require the winner to use the financial assistance money solely to fund the business described in the winner's entry and represented to Hatch Bloomington and the public during the Contest. The contract will require regular reporting from the winner to Hatch Bloomington. The contract will reserve for Hatch Bloomington the right to withhold funding of all or any of the financial assistance money if the winner fails to comply with the terms agreed to in the contract. The winner will become part of the Hatch Bloomington alumni network.
15. **Release and Waiver:** By entering the Contest, each entrant irrevocably agrees and acknowledges to be bound by the Official Rules and all applicable laws and decisions of Hatch Bloomington which are final and binding in all respects; to forever and irrevocably waive all of their rights to claim ambiguity with respect to the Official Rules and to waive all of their rights to bring any claim, action, or proceeding against Hatch Bloomington in connection with the Contest; and to forever and irrevocably release, indemnify, and hold harmless Hatch Bloomington and its respective

officers, directors, employees, or agents including outside attorneys, shareholders, representatives, successors, and assigns (collectively the "Releases") 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 the Releases 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 Contest including, but not limited to, any Contest-related activity or element thereof and the entrant's entry, participation, or inability to participate in the Contest; (b) the violation of any privacy, personal, publicity or proprietary rights; (c) typographical errors in these Official Rules or any Contest promotional materials; (d) any change in the prizing (or any components thereof) due to unavailability, business or creative consideration, or due to reasons beyond Hatch Bloomington's control or as otherwise permitted in these Official Rules; (e) any interruptions in or postponement, cancellation, or modification of the Contest; (f) human error; (g) incorrect or inaccurate transcription, receipt, or transmission of any part of the Contest entry; (h) any system, computer timing and/or dating mechanism, computer equipment, software, or internet service provider utilized by Hatch Bloomington or by an entrant; (i) interruption or inability to access the Contest, the Website, or any other Contest-related web pages or any online service via the internet due to hardware or software compatibility problems; (j) any damage to entrant's (or any third person's) computer and/or its contents related to or resulting from any part of the Contest; (k) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other destroyed, incomplete, undeliverable or damaged Contest Entries; (l) any wrongful, negligent, or unauthorized act or omission on the part of Hatch Bloomington, or any of its agents or employees; (m) the public voting or the tabulation of the votes, or (n) the selection by Hatch Bloomington or its advisors of the finalists and competition winner.