



Jersey City Business Acceleration Competition

Terms & Conditions

1. Eligibility

- The Competition is open to all persons who meet the following criteria:
 - Business located in Jersey City, New Jersey;
 - In business for at least one (1) full fiscal year;
 - Have more than 1 but less than 25 full-time employeesThe Competition is void outside of the City of Jersey City, New Jersey and where prohibited or restricted by law.
- Late or substantially incomplete entries will not be considered.
- Employees, Officers and Trustees of the Jersey City Economic Development Corporation (JCEDC), its licensee, subsidiary and affiliated entities, the members of their immediate families (spouse, parent, sibling or child) and those living in the same household of each (whether related or not), are ineligible to enter or win. Employees of the City of Jersey City or of any of the semi-autonomous agencies created by it are ineligible to enter or win. This Competition is subject to all applicable federal, state and local laws and regulations and is void where prohibited.
- JCEDC reserves the right to request additional information from any or all applicants to support the application and to provide business assistance to applicants in connection with the preparation of the application.
- Applicants are eligible to be awarded one of two prizes. The Grand Prize is \$15,000.00 (Fifteen Thousand Dollars) prize and business assistance services. The First Place Prize is \$10,000.00 (Ten Thousand Dollars) prize and business assistance services. Only two (2) winners will be chosen in this competition.
- Applicants are required to provide truthful information and JCEDC will reject and remove any entry that it discovers to be false or fraudulent. JCEDC will disqualify any entry from individuals who do not meet the eligibility requirements.

2. Competition Dates

The entry period begins at 9am on September 23, 2017 and closes at 5pm on October 20, 2017.

3. How to Enter

To enter, applicants must submit their application package in full by October 20, 2017, 5pm via hard copy and/or email. Applications must be submitted to Florence Baron, Development Officer, Jersey City Economic Development Corporation, 30 Montgomery Street, Suite 1400, Jersey City, NJ 07302. Email: fbaron@icedc.org Applications must be submitted on time and include complete responses to all sections (A, B, and C). Late or substantially incomplete applications will not be considered. Entries submitted will not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by the JCEDC. JCEDC's computer is the official time keeping device for the Contest. The JCEDC is not responsible for entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties and other technological problems, or non receipt by any mail service provider.

4. Winner Selection

- Decisions of the Judges and the Jersey City Economic Development Corporation with respect to the Competition are final.
- Entries will be judged by a panel of city officials and key stakeholders based on growth plans which identify growth potential and a clearly expressed plan to achieve that potential.
- The winner(s) must execute and return any required affidavit of eligibility/liability/publicity release to receive the prize. If the potential winner(s) fails to sign and return the required affidavit the prize will be forfeited and another winner chosen.

5. Publicity

- Use of Personal Information. By participating, where allowed by law, all participants and winner(s) grant the Jersey City Economic Development Corporation permission to use their names, characters, photographs, voices, videotape, and likenesses in connection with this competition and waive any claims to royalty, right, or remuneration for such use. By participating in the Competition, where allowed by law, participants agree that the Jersey City Economic Development Corporation may disclose personal information obtained from participants in the Competition to third parties and use such information for marketing and other purposes.

6. Conduct and Decisions

- By participating in the Competition, participants agree to be bound by the decisions of the Jersey City Economic Development Corporation. Persons who violate any rule, gain unfair advantage in participating in the Competition, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Jersey City Economic Development Corporation (JCEDC) will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Competition and the Jersey City Economic Development Corporation's decisions concerning

such disputes shall be final. If the conduct or outcome of the Competition is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the JCEDC, the JCEDC reserves the right to terminate this Competition, or make such other decisions regarding the outcome as the JCEDC deems appropriate. All decisions will be made by the JCEDC and are final. The JCEDC may waive any of these rules in its sole discretion.

7. Conditions

- Payments of all federal, state and local taxes are solely the responsibility of the winner(s). The winner(s) will be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize valued at \$600 or more or for any prizes awarded by the JCEDC in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 equivalent will result in forfeiture of the prize.
- The prize(s) in the Competition are nontransferable, non-assignable, and nonnegotiable.
- Prior to awarding any prize or prize certificate, the JCEDC, in its sole discretion, will require the Competition winner to sign a liability release, agreeing to release, discharge, and agree to indemnify and hold harmless the JCEDC and each of their respective directors, officers, employees, parents, subsidiaries, affiliates, agents and representatives from and against any liability for any damages, injury or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly from acceptance, possession, misuse or use of any prize or participation in any Competition related activity or participation in this Competition.
- The JCEDC reserves the right to make changes in the rules of the Competition, including, without limitation, the substitution of a prize of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of the JCEDC, any competition or awarding of prize is delayed, rescheduled, postponed or cancelled, the JCEDC reserves the right, but not the obligation, to cancel or modify the Competition and shall not be required to award a substitute prize.
- The JCEDC is not responsible for typographical or other errors in the printing, the offering or the administration of the Competition or in the announcement of a prize.

8. Release

- By receipt of any prize, winner(s) agrees to release and hold harmless the Competition and their respective parent, subsidiary and affiliate companies, suppliers, distributors, and advertising/promotion agencies as well as each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death or damage to or loss of property, arising out of participation in the Competition or receipt, use or misuse of any prize.

9. Limitations of Liability

- The Released parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Competition; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in the phone lines or network

hardware or software; (3) unauthorized human intervention in any part of the entry process or the competition; (4) technical or human error which may occur in the administration of the Competition or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the contest or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, entrant's sole remedy is to another entry in the Competition, provided that if it is not possible to award another entry due to discontinuance of the contest, or any part of it, for any reason, the Competition, at its discretion, may elect to select from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Terms & Conditions to be available and/or claimed, the JCEDC reserves the right to award only the stated number of prizes by a selection among all legitimate, un-awarded, eligible prize claims.

10. Disputes

- Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Competition or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by a state or federal court located in New Jersey; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Competition, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the entrant and Sponsor in connection with the Competition, shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules (whether of the State of New Jersey or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New Jersey.