

Competition Guidelines for ArtWorks Big Pitch 2018

1. Eligibility

In order to be eligible for the **2018 ArtWorks Big Pitch competition**, applicants must meet the following criteria:

- Business must be operating for a minimum of 2 years by September 25, 2018
- Business must be structured as for-profit
- Located within a 30-mile radius of ArtWorks Administrative Office, 20 E. Central Parkway
- Cash prize must apply toward tangible, long-term growth
- Annual Revenue must be \$250,000 or less
- Total # of employees within business must be 5 or less
- Available to attend 10 workshops, July 17th-September 18th, 2018 (Most workshops are Tuesdays, 8-10:30am, except for September 11th)

2. Businesses must fit into one or more of the following categories

- Art
- Artisanal Food
- Design
- Fashion / Textiles
- Film, Video and Photography
- Handmade Goods
- Music
- Publishing (including digital)
- Community-Building Spaces and Events
- Retail focused on artists and designers

3. Finalist Requirements

If selected as a finalist, businesses will be required to:

- Participate fully in 10-week accelerator program, July 17th-September 18th, 2018
- Make a final pitch to the general public on Tuesday, September 25th, 2018
- Attend finalist Roundtable Dinner on September 27th, 2018
- Meet with assigned business banking specialist and community mentor for a minimum of 1 hour per week
- Submit an updated business plan by September 14th, 2018
- Submit a W9 for the business
- Provide appropriate documentation from the Secretary of State business filing

Participants may be asked to sign a non-disclosure agreement at the beginning of the program

4. Ineligibility

The following are not eligible for consideration:

- Non-profit organizations
- Restaurants and bars (with waited seating)
- Tech, software and application-based businesses
- Project proposals (prize must apply toward long-term business growth)
- U.S. Bank employees and ArtWorks administrative staff, and their immediate families

5. Judging Criteria

Eight (8) finalists will be chosen by a review committee, the composition of which shall be selected by ArtWorks in its sole discretion, based on their applications, business plans and 3-minute videos. The review committee will make its determination based on subjective criteria, and all decisions of the review committee shall be final and not appealable. Any attempt by an applicant, or any party acting on its behalf or at its direction, to influence the review committee, or any member thereof, following submission of the application may subject the applicant to disqualification in the sole determination of ArtWorks and/or the review committee.

6. Intellectual Property / Warranty / Indemnity

To the extent that your submission to ArtWorks contains any intellectual property, you should be aware and understand that disclosure of such intellectual property to ArtWorks may affect or inhibit your ability to obtain formal protection for that intellectual property. Applicants should therefore not consider their application to ArtWorks to be "confidential." Neither ArtWorks nor its officers, directors, employees, affiliates, board members, agents, contractors, successors, or assigns shall be responsible for any liability or damages resulting from the disclosure of intellectual property, including but not limited to trade secrets, patents, pending patents, copyrights, and trademarks. To the extent that your submission contains any copyrighted or copyrightable material, by submitting such information to ArtWorks you hereby grant to ArtWorks a non-exclusive, perpetual, worldwide, royalty-free right and license to use such material solely in connection with consideration and selection as a finalist. By submitting an application to ArtWorks, you hereby represent and warrant that all information, material, and intellectual property contained therein belongs to you, does not infringe the rights of any third party, or if

owned (in whole or in part) by a third party, that you have secured the necessary permission from such third party to submit such material in connection with your application. You further agree to indemnify and hold harmless ArtWorks, and its officers, directors, employees, affiliates, board members, agents, contractors, successors, or assigns from and against any and all claims, damages, actions, or causes of action, now known or arising in the future, at law or in equity, arising out of or relating to a breach of the foregoing representations and warranty and/or a breach of these Rules and Guidelines. All submissions, regardless of their content, become the permanent property of ArtWorks and will not be returned to the applicant.

7. No Guarantee of Success

ArtWorks does not guarantee or warrant that an applicant and/or its business, even if selected as a finalist, and even if awarded a prize at the conclusion of The Big Pitch, will be successful or profitable, or that inclusion in The Big Pitch shall lead to the purchase, license, distribution, or manufacture of any good or service or an investment in any good or service related to applicant and/or its business.

8. Limitation of Liability

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL ARTWORKS BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF ANTICIPATED PROFITS OR ECONOMIC LOSS, IN CONNECTION WITH OR ARISING OUT OF AN APPLICANT'S APPLICATION FOR, OR PARTICIPATION IN, THE BIG PITCH.

9. Governing Law

The construction and interpretation of, and any dispute arising under or related to, these Rules and Guidelines, as well as the legal relations of the parties arising hereunder, shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the conflict or choice of law provisions thereof. For purposes of these Rules and Guidelines, the parties: a) hereby irrevocably submit to the exclusive jurisdiction of any state or federal court located in the State of Ohio, for the purpose of any suit, action or other proceeding arising out of or based on these Rules and Guidelines or the subject matter hereof; and b) hereby waive to the extent not prohibited by law, and agree not to assert, by way of motion, as a defense or otherwise, in any such proceeding, any claim that it is not subject to personal jurisdiction in the above-named courts, that its property is exempt or immune from attachment or execution, that any such proceeding brought in one of the above-named courts is improper, or that these Rules and Guidelines or the subject matter hereof may not be enforced in or by such

court. The parties hereby consent to service of process in any such proceeding in any manner permitted by the laws of the State of Ohio.

The terms and conditions of participation are subject to rules set forth by ArtWorks which may be updated from time to time.