



## **OFFICIAL RULES:**

The following Official Rules spell out the terms and conditions of the *3,2,1 Go! Retail Launch Competition* (the “Retail Competition”). By submitting an Entry Form, you agree that you have read, understand and agree to be bound by the terms and conditions of the Official Rules. By entering the Retail Competition you acknowledge and agree that Downtown Muskegon Now may modify the terms and conditions of these Official Rules.

- I. Legal framework. This is a competition based on the submission of original work in the form of a retail business plan proposal. It is judged and awards are granted based on the criteria and the terms and conditions stated in these Official Rules. This is not a contest based on chance. If a Competition as the one governed by these Official Rules is prohibited by law in any jurisdiction, the Competition is void in such jurisdiction and no entries originated within such jurisdiction will be accepted.
- II. Eligibility
  - a. Downtown Muskegon Now is responsible for managing the Retail Competition. The Retail Competition is only open to legal residents of the United States, who can demonstrate that they reside in the United States, and who are 18 years of age or older at the time of entry. Employees and directors of Downtown Muskegon Now, the Muskegon Innovation Hub, the Muskegon Lakeshore Chamber of Commerce and members of their immediate families are not eligible to enter the Retail Competition.
  - b. Upon winning and accepting the Retail Competition, the Entrant agrees to locate or relocate his/her business operations in Downtown Muskegon, Michigan, within 60 days of the date of the award, and continue operations in Downtown Muskegon for a minimum of 18 months from the date of the award.
- III. Entrance Requirements
  - a. The entrant may be a for-profit or non-profit venture.
  - b. New retail business start-ups and previously existing retail businesses are eligible.
  - c. Restaurants that would require a commercial kitchen on site are not eligible.
  - d. Entrance to the Retail Competition requires submission of the following documents by email to [info@downtownmuskegon.org](mailto:info@downtownmuskegon.org) before 5:00 p.m. EST on **March 17, 2017**:
    - i. Completed Entry Form – online submission
    - ii. Business Plan
    - iii. Financial Projections
- IV. General Conditions of the Retail Competition:
  - a. Except where prohibited by law, all entries that are selected as Retail Competition contenders permit Downtown Muskegon Now and the 3,2,1 Go! committee to use, without notice or further compensation, worldwide and in perpetuity in any and all

forms of media, now known and hereafter devised, such contender'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 semi-finalists, becomes the property of Downtown Muskegon Now and will not be returned.

- b. Each entrant is liable for use or misuse of trademark or copyrighted materials and would hold Downtown Muskegon Now harmless from any claims arising out of the inappropriate or illegal use of said trademark or copyrighted material. For all legal purposes the Competition assumes all work submitted is original and belongs to the Entrant.
  - c. The use of the names and logos of the Retail Competition and Downtown Muskegon Now by the Entrants is not allowed, unless the Entrant has obtained prior permission for its use and a sample of any written material to be distributed containing the above names has been submitted for approval.
  - d. Downtown Muskegon Now is not liable for any disclosures of confidential information contained in the Entrant's documents. Each Entrant should submit all information necessary to portray a winning business plan, but should be careful to withhold any proprietary information, which disclosure may be legally protected.
- V. Disqualification: Downtown Muskegon Now reserves the right, at its sole discretion, to disqualify any individual it finds to be: (i) tampering with the entry process or otherwise tampering with the operation of the contest, (ii) acting in violation of the Official Rules; (iii) acting in a 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 the law as solely determined by Downtown Muskegon Now. Any person attempting to defraud the Retail Competition or Downtown Muskegon Now or the other contestants or in any way tamper with the Retail Competition will be ineligible to compete in the Retail Competition or win a prize. Downtown Muskegon Now may seek any and all remedies available to it, including, if appropriate, filing complaints with legal authorities.
- VI. Right to Cancel: Downtown Muskegon Now, at its sole discretion, reserves the right to cancel, terminate, modify, or suspend the Retail Competition if it determines that the administration, security, fairness, integrity, or proper conduct has been compromised.
- VII. Limitation of Liability: Downtown Muskegon Now 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 Downtown Muskegon Now, the Entrant, or anyone else.
- VIII. Entrants' Own Work: Your submission must be entirely your or 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 rights and other approval from third parties 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 rights and approvals must be provided to Downtown Muskegon Now upon its request. Downtown Muskegon Now shall not be responsible to a third party for any Entrant's failure to comply with this provision, and each Entrant agrees to indemnify Downtown Muskegon Now for any such claim.

- IX. Affidavit & Release: As a condition of being awarded a prize, the winner may be required to execute and deliver to Downtown Muskegon Now a signed Affidavit of Eligibility, which includes an acceptance of these Official Rules and a release of liability.
- X. Obligations of Winner: As a condition of being awarded a prize, the winner of the Retail Competition will be required to enter into a contract with Downtown Muskegon Now. The contract, among other things, will contain terms regarding how and when professional services and prize money will be distributed, and will require the winner to use the prize package of services and money solely to develop the business described in the winner's entry and represented to Downtown Muskegon Now and the public during the Retail Competition. The contract will require regular reporting from the winner to Downtown Muskegon Now. The contract will reserve for Downtown Muskegon Now the right to withhold funding of all or any of the prize money if the winner fails to comply with the terms agreed to in the contract.
- XI. Release and Waiver: By entering the Retail Competition, each Entrant irrevocably agrees and acknowledges to be bound by the Official Rules and all applicable federal and/or state laws and decisions of Downtown Muskegon Now, which are final and binding in all respects; to forever and irrevocably waive all of his rights to claim ambiguity with respect to the Official Rules and to waive all of his rights to bring any claim, action, or proceeding against the Retail Competition and/or Downtown Muskegon Now in connection with the Retail Competition; and to forever and irrevocably release, indemnify, and hold harmless the Retail Competition and/or Downtown Muskegon Now and its respective officers, directors, employees, or agents including outside attorneys, 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 Retail Competition including, but not limited to, any competition-related activity or element thereof and the entrant's entry, participation, or inability to participate in the Retail Competition, (b) the violation of any privacy, personal, publicity, or proprietary rights; (c) typographical errors in these Official Rules or any Retail Competition promotional materials; (d) any change in the prizing (or any components thereof) due to unavailability, business, or creative considerations, or due to reasons beyond Downtown Muskegon Now's control or otherwise permitted in these Official Rules; (e) any interruptions in or postponement, cancellation, or modification by the Retail Competition; (f) human error; (g) incorrect or inaccurate transcription, receipt, or transmission of any

part of the Retail Competition entry; (h) any system, computer timing, and/or dating mechanism, computer equipment, software, or Internet service provider utilized by Downtown Muskegon Now or by an Entrant; (i) interruption or inability to access the Retail Competition, the Website, or any other Retail Competition-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 Retail Competition; (k) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other destroyed, incomplete, undeliverable or damaged entries, (l) any wrongful, negligent, or unauthorized act or omission on the part of Downtown Muskegon Now or any of its agents or employees; (m) the public voting or the tabulation of the votes, or (n) the selection by Downtown Muskegon Now, judging panelists or advisors of the finalists.

### **Presentation Night: April 13, 2017**

Entrants are given five minutes to clearly present their idea. The use of props or demonstration materials is encouraged, although no sampling of food or consumables is allowed. The presentation will convey at a high level how the company or organization will generate revenue. A successful presentation will convey the product (or service), place, price, and promotion in the target market. It will also address market research and demonstrate how this will meet market need or demand better than existing alternatives. Emphasis should be made on demonstrating the value the business will bring to downtown Muskegon.

Downtown Muskegon Now and the 3,2,1 Go! Organizing Committee will select a panel of 5 judges who will score the Entrants based on the following criteria:

1. Clear and logical business plan for a launch or expansion
2. Measureable objectives for each stage of business growth
3. Clear understanding of financial assumptions and projections
4. Use of market research data
5. Demonstration of competitive advantage, unique product or service and valuable community fit
6. Leadership ability to grow the business
7. Coachable/willingness to accept guidance from the 3,2,1 Go! team of providers
8. Passionate and enthusiastic presentation of idea

### **Selection of Winner**

The entrant earning the highest score based on the above criteria as well as the validity of the business plan will be the winner and will be awarded the prize package including:

1. Six month's free rent for retail storefront space at the former Matson Oldsmobile building located at 1144 Third Street, Muskegon, MI, valued at approximately \$16,000. The winner agrees to commit to a minimum 1 year rental term after the initial 6 months free, with specific lease terms to be negotiated between the landlord and the contest winner.

2. Prize package of professional services such as legal, accounting, advertising and space build-out design assistance valued at \$15,000 or more.
3. The winner may receive cash funds to assist with space build-out, preparation to launch or promote the business. The money will be held by Downtown Muskegon Now and disbursed as the winner submits invoices to pay for products, services or materials necessary to establish, operate or grow the business. Funds are to be dispersed within one year of the date of the Retail Competition.

The Entrants rating 2<sup>nd</sup> and 3<sup>rd</sup> place will be offered the opportunity to establish their business in the Muskegon Lakeshore Chamber's pop-up market on a seasonal basis during 2017 to include free space rental.

The judges will deliberate for not more than one hour after presentations are complete. The judges will present their justification and scoring to Downtown Muskegon Now. Downtown Muskegon Now will verify that the scoring is accurate before announcing the results.

#### Awarding of the Prize

The judges will select the winner of the 3,2,1 Go! Retail Launch Competition and a representative of the 3,2,1 Go! Organizing Committee will make the announcement.

#### Future Competitions

The winning Entrant may be asked to serve as a Guest Competition judge for at least one future Competition once s/he has received the prize money in its entirety.