

# Digital Media '10 Concept to Company Contest

## Official Rules

TO ENTER, YOU MUST READ THE OFFICIAL RULES BELOW, COMPLETE THE ENTRY FORM, AND AGREE TO THE OFFICIAL RULES AND OTHER WEB SITE TERMS BY CLICKING THE ACCEPTANCE BOX ON THE ENTRY FORM BEFORE SENDING.

NO PURCHASE NECESSARY. OPEN ONLY TO (I) LEGAL RESIDENTS OF UTAH WHO ARE LOCATED IN THE STATE AT THE TIME OF ENTRY. DO NOT ENTER IF YOU ARE NOT LOCATED IN THE STATE AT THE TIME OF ENTRY.

1. ELIGIBILITY: This competition is open to legal residents of Utah 18 years of age and over who are located in the State at the time of entry. This includes any existing small business with a primary business location in Utah having annual revenues of less than \$5million. Winners are expected to keep their business and develop their winning ideas in Utah.

The following are not eligible: judging and Contest agencies involved in the administration, development, fulfillment and execution of this Contest (collectively, Contest Parties and the immediate family members (spouse, parent, child, sibling, grandparent, and spouse of each).

2. CONTEST PERIOD: This Contest starts at 12:00:01 am Mountain Time ("MT") on December 17th, 2009 and Entries may be submitted until midnight MT on February 17th, 2010 (the Contest Period). The evaluation and judging of Entries will take place promptly following the Contest Period, and winners are expected to be announced, and prizes awarded, on or about March 10th, 2009.

3. TO ENTER: To enter the Contest, log on to [www.concepttocompany.org](http://www.concepttocompany.org) (Web Site) during the Contest Period. Follow on-screen directions to properly complete and submit entry form. For your entry to be valid, you must complete all required information and click on the box indicating acceptance of the Web Site use terms and these Official Rules on the entry form. All entrants must have a valid e-mail address.

**You will be asked to answer some questions about a business you would like to start, an idea for growing or expanding an existing business, or an idea for a new invention. Answers to each question must be in English. The answers submitted will be considered the Contest entry "Entry".**

Once submitted, Entries will be logged by the Contest administrators, along with entrant's first name and city/state of residence. You may enter the Contest as many times as you would like, provided each Entry submitted is unique. However, there is a limit of one (1) prize per person, household and/or email address.

Entries must describe an idea for a legitimate invention or business that may be lawfully operated in the United States that either: (1.) supports and enhances the creation and/or distribution of the following digital media forms: film/animation, audio, simulation, digital print media, and video games; OR (2.) is a software application or game for mobile devices. Songs, lyrics, movies, scripts, screenplays etc, will not be permitted. Entries must not involve alcohol, illegal substances, tobacco, firearms or pornography in any way. The idea or invention must not yet be taken to market- meaning it does not have any sales revenue. A "new version" of an existing product (which you or your company currently sells) is acceptable as long as it is fundamentally different than the previous versions and it still meets the eligibility requirements listed in these rules.

Entries must be the original work of the entrant, must not infringe any third-party rights, must be suitable for publication (i.e., may not be obscene or indecent), must not contain obscene or pornographic material, may not contain defamatory statements, may not invade privacy or other rights of any person, firm or entity, may not in any other way violate applicable laws and regulations, may not contain any reference to any third party trademarks, names or third party logos (other than as owned by the entrant) and may not contain any copyrighted works (other than as owned by the entrant). All Entries will be reviewed for content.

Entries containing prohibited or inappropriate content as determined by the Contest administrators or the sponsors of this Contest (collectively the "Sponsors", in their sole discretion, will be disqualified and removed

from consideration and will not be eligible to win a prize. By entering, you agree that the Sponsors will make the final determinations as to whether Entries are eligible to take part in this Contest. By submitting an Entry, you agree that your disclosure is gratuitous, unsolicited and without restriction, and will not place the Sponsors under any obligation, and that they will be free to disclose the ideas contained therein on a non-confidential basis to anyone without any additional compensation to you. You acknowledge that, by acceptance of your submission, Sponsors do not waive any rights to use similar or related ideas previously known to Sponsors, or developed by their employees or contractors, or obtained from sources other than you. By entering, you acknowledge that Sponsors have no obligation to use any Entry you submit.

#### 4. SELECTION OF WINNERS:

All entries will be initially screened by the Sponsors, their agents or sub-contractors, as received or after the end of the Contest Period. Entries that qualify based on the first screening will be placed in the Finalist Category. A more detailed screening of entries in the Finalist Category will be conducted by the panel of judges selected by the Sponsors (the "Judges"). Entries that qualify based on this second screening will be placed in the Finalist Shortlist category. Entries in the Finalist Shortlist category will present their inventions/innovations to the panel of Judges personally. These presentations and evaluations will go beyond the responses to the questions initially submitted as part of each Entry, and all aspects of the invention, innovation or business idea will be open to examination. The Judges will select a Grand Prize Winner as well as two Runner-Up Winners from among the qualified Entries submitted by Utah residents and businesses (the "Potential Winners"). The criteria for selection, and the evaluation of Entries for satisfaction of such criteria, will be in the discretion of the Judges.

All Potential Winners are subject to verification, including without limitation, verification of eligibility, compliance with these Official Rules and completion of release forms. In addition, Sponsors reserve the right to require a confidential background check upon the Potential Winner selection to help ensure that the use of any such person in advertising or publicity for the Contest will not bring Sponsors or Contest Parties into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest or Sponsors, as determined by Sponsors in their sole discretion, and that the awarding of any prize to any of the Potential Winners will not violate applicable U.S. or State laws or regulations.

If Potential Winners have been convicted of a felony or a misdemeanor of moral turpitude or have filed a petition in bankruptcy within the previous ten (10) years, or Sponsors determine in their sole discretion that use of any Potential Winners in advertising might reflect unfavorably on the Contest or Sponsors or that the awarding of any prize may violate applicable U.S. or State laws or regulations, the Sponsors may disqualify such Potential Winners. If attempted notification is returned as undeliverable, if a Potential Winner is not verified as eligible or a Potential Winner is otherwise ineligible to receive a prize, the applicable prize will be forfeited and may be awarded to an alternate Potential Winner in the Sponsors' sole discretion.

Entrants agree that the Sponsors have the sole right to decide all matters and disputes arising from this Contest and that all decisions of Sponsors are final and binding.

#### 5. PRIZES:

ONE (1) INNOVATION GRAND PRIZE : A check payable to the Utah resident or Utah based small business Winner in the amount of \$10,000 US AND \$10,000 WORTH OF IN-KIND SERVICES ARRANGED FOR BY USTAR (Utah Technology Science and Research) REPRESENTATIVES, up to \$7,500 WORTH OF IN-KIND INTELLECTUAL PROPERTY LEGAL SERVICES FOR ASSISTANCE IN SECURING IP PROTECTION FOR ITS TECHNOLOGY PROVIDED BY WORKMAN NYDEGGER, up to \$5,000 WORTH OF IN-KIND GENERAL LEGAL SERVICES PROVIDED BY BALLARD SPAHR, ANDREWS AND INGERSOLL, and up to \$5,000 WORTH OF IN-KIND FINANCIAL MANAGEMENT SERVICES PROVIDED BY CFO SOLUTIONS.

TWO (2) RUNNER-UP PRIZES: A check payable to the Utah resident or Utah based small business Winner in the amount of \$5,000 US AND \$5,000 WORTH OF IN-KIND SERVICES ARRANGED FOR BY USTAR (Utah Technology Science and Research) REPRESENTATIVES, up to \$2,500 WORTH OF IN-KIND INTELLECTUAL PROPERTY LEGAL SERVICES IN THE FORM OF DONATED CONSULTATION TIME INTENDED TO ASSIST THE RUNNERS UP IN ASSESSING THEIR IP

PROTECTION NEEDS PROVIDED BY WORKMAN NYDEGGER, up to \$2,500 WORTH OF IN-KIND GENERAL LEGAL SERVICES PROVIDED BY BALLARD SPAHR, ANDREWS AND INGERSOLL, and up to \$2,500 WORTH OF IN-KIND FINANCIAL MANAGEMENT SERVICES PROVIDED BY CFO SOLUTIONS.

6. GENERAL CONDITIONS: Winners are solely responsible for any taxes on the prizes, and will receive an IRS Form 1099 for prizes awarded. No substitution of prizes is offered, except at the sole discretion of the Sponsors. Prizes are non-transferable and non-refundable. No cash equivalent of in-kind prizes is offered by Sponsors. Sponsors will not be responsible for the services or advice provided as part of the in-kind prizes. By participating, entrants agree to these Official Rules and Sponsors's Web Site terms and conditions, and submitter terms and conditions (available at [www.concepttocompany.org](http://www.concepttocompany.org)) which are final and binding in all respects.

If for any reason the Contest 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 Contest, Sponsors reserve the right, in their sole discretion, to disqualify any individual who is responsible or who tampers with the entry process, and to cancel, modify or terminate the Contest. This Contest is offered only in the State of Utah, United States, and is governed by the laws of the state of Utah, with venue in Salt Lake County, Utah, and all claims must be resolved in the federal or state courts located in Salt Lake County, Utah.

7. LIMITATIONS OF LIABILITY AND RELEASE: No liability or responsibility is assumed by Sponsors or Contest Parties resulting from any entrant's or user's participation in or attempt to participate in the Contest or download of any information in connection with participating in the Contest. No responsibility or liability is assumed by the Sponsors or Contest Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent to or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Web Site in whole or in part for any reason; traffic congestions on the Internet or the Web Site; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an account used in connection with the Contest. No responsibility or liability is assumed by the Sponsors or Contest Parties with respect to any services or advice provided as part of the in-kind prize awards, and each recipient will be solely responsible for the selection and designation of services to be provided, and for the consequences of utilizing such services or advice.

Sponsors are not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Web Site. Use of the Web Site is at the user's own risk. Sponsors and the Contest Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to any user's or any other person's computer equipment resulting from participation in the Contest, use of the Web Site or the download of any information from the Web Site. By participating in the Contest, the entrant thereby releases Sponsors and Contest Parties from any and all claims, damages or liabilities arising from or relating to such entrant's participation in the Contest or the use or application of any prizes awarded. By accepting a prize in the Contest, Winners agree that the Sponsors and Contest Parties shall not be liable for any loss or injury resulting from participation in the Contest, acceptance or use of any prize, or any travel related thereto.

8. WINNERS LIST: Winners will be announced on or around March 10th, 2010 at a location to be determined. Additionally, winners will be posted on the Web Site once they have been determined, following the end of the Contest Period.

9. BUSINESS USE: If you are a Contest Winner, you represent and warrant that the prizes will be used by you solely in connection with implementation, support or funding of the business invention or innovation which formed the basis of your winning Entry.

10. SPONSORS: The primary Sponsor of the Contest is Grow Utah Ventures, a Utah nonprofit corporation, 450 Simmons Way, Suite 500, Kaysville, Utah 84037. Other Sponsors are indicated elsewhere on the official web site.

11. TERMS AND CONDITIONS. Participation in the Contest is subject to the terms and conditions set forth below.

## Digital Media '10 Concept to Company Competition

### Contest Terms and Conditions

#### A. General

Please read these Contest Terms and Conditions (these "Terms") carefully prior to registering for the Contest described above or submitting any business concepts or ideas as part of any Entries for consideration in the Contest. All Entries and entrants will be subject to these Terms, as well as the Official Contest Rules referenced above (the "Rules"). The Sponsors reserve the right to amend such rules and these Terms at any time, and any modifications will be posted on this website. By submitting any business concepts and/or ideas for consideration as part of an Entry, you represent, warrant, and covenant that you agree to be bound by and subject to the Rules and these Terms. If you do not agree to any of the Terms, you must not submit any Entries for consideration in the Contest.

If the Sponsors determine at any time that the information provided in any Entry is deceptive or false, they reserve the right, in their sole discretion, to disregard such Entry and prohibit the entrant from participating further in the Contest.

Each entrant agrees not to disparage, or to make any negative statements or participate in any negative publicity regarding the Sponsors, their services, or the Contest.

#### B. Entries

1. By submitting an Entry, the entrant represents and warrants that:

- (a) the Entry comports with and does not violate the Rules and these Terms;
- (b) the Entry is original and has not been copied in whole or in part from any other work;
- (c) the entrant is the sole and rightful owner of the business concept or idea referenced in the Entry;
- (d) the Entry does not infringe on any third party's copyrighted material, trademark, privacy, publicity, patent, or other proprietary right;
- (e) any use of the Entry by the Sponsors will not infringe or violate any rights of a third party or entity, including, without limitation, copyright, trademark, patent, defamation, privacy, publicity, false light, idea misappropriation, or any contractual rights;
- (f) all statements and claims made in the Entry are true and not deceptive or misleading; and
- (g) the Entry complies with the Contest Rules and Terms.

2. If an entrant posts photographs or images with or as part of an Entry, the photographs or images may not use or contain any depiction of any trademarks, trade names, third party copyrighted material, or any material owned by any third party. Photographs or images posted with an Entry may only depict individuals who have given written permission for such submission. Sponsors will have the right to display and use any photographs and Entry information on their websites, and in publicity, reports, advertisements and media coverage relating to the Contest. By submitting a photograph or image, the entrant represents that it has received all authorizations to do so and agrees to indemnify the Sponsors for any claims arising out of said use.

3. The Sponsors do not claim any ownership rights in the information presented in any Entries. When an Entry is submitted for consideration in the Contest, the entrant grants the Sponsors, their affiliates, and their respective service providers, a worldwide, non-exclusive, royalty-free, and fully-paid limited license to use, modify, publicly perform, publicly display, reproduce, broadcast, and distribute such Entries, and information related thereto, on and through the Contest and Sponsors' websites and on and through any medium or format in any advertising or promotional material or media coverage for, or reporting relating to, the Contest.

4. The Sponsors have the right, in their sole discretion, not to accept or post any Entry or to remove any Entry from consideration in the Contest, and not to exhibit or otherwise use such Entry.

5. No entrant will be paid any consideration for submitting an Entry, participating in the Contest, or granting rights with respect to such Entry as set forth in these Terms. An entrant will only be entitled to an award as described in the Rules if selected to be a Winner by the Judges, and approved by the Sponsors.

6. If more than one Entry is submitted with respect to a particular business idea or concept, the Sponsors may accept or one or more of such Entries, and will not be expected to determine which entrants may have legal rights with respect to such concepts or ideas.

#### C. The Contest Winner

1. As provided in the Rules, if an Entry is selected as a potential winner, the entrant agrees to be subject to, and comply with, a background check and/or additional requests for information, which may include, but is not limited to an investigation into the entrant's criminal background and credit history.

2. As provided in the Rules, the Sponsors reserve the right, in their sole discretion, to overrule whatever Entries are deemed to have received the highest judgments and award any prizes to Entries that are determined to be acceptable to the Sponsors.

3. As referenced in the Rules, if the Sponsors determine, in their sole discretion, that an entrant is to be named as a Contest Winner, such entrant will be required, as a condition to being entitled to receive a prize, to enter into any other further agreements, and execute and return any additional documents, determined to be appropriate by the Sponsors. For example, such agreements or documents may require any Winner to cooperate in any promotional activities relating to the Contest, or to confirm that any prize will be used in connection with the implementation, support, or funding of the business concept or idea which formed the basis of the winning Entry.

#### D. Limitation of Liability and Indemnification

1. The Sponsors will not use, and do not have any rights in, any Entries, except for the limited license granted as provided above, to permit the conduct and promotion of the Contest. This does not mean, however, that third parties, such as visitors to the website or audience members will not infringe or violate an entrant's intellectual property or any other rights in the information included in any Entry or provided in any presentation. The Sponsors cannot guarantee the confidentiality or security of the intellectual property rights of any entrants and cannot control the use of the ideas or concepts within any Entries by third parties. Therefore, each Entrant acknowledges and agrees that the Sponsors, their respective directors, officers, employees, agents, representatives, vendors, and contractors (collectively, the "Sponsors Affiliates" are not responsible, and are not liable, for the misuse, infringement, or violation of any intellectual property rights or any other rights, relating to any Entries, or related presentations or other information provided in connection with the Contest by any third parties. Each entrant will be solely responsible for any protection or enforcement of intellectual property rights relating to Entries submitted by such entrant.

2. Each entrant hereby releases, discharges, holds harmless and agrees to indemnify the Sponsors and the Sponsors Affiliates from any claim or liability, whether now existing or arising in the future, arising from or related to any Entries or the Sponsors', or any third parties', use thereof, or arising from or related to the Contest, or the entrant's participation therein.

3. Each entrant agrees to indemnify, defend and hold harmless the Sponsors, the Sponsors Affiliates and third party information providers from and against all claims, suits, actions, losses, expenses, damages, penalties, and costs, including reasonable attorneys' fees resulting from any actual or alleged violation of these Terms, the Rules, Entries submitted by such entrant, or such entrant's participation in, the Contest.

#### E. Miscellaneous Terms

Our failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right. Each entrant agrees that no joint venture, partnership, employment or agency relationship exists between such Entrant and the Sponsors or Sponsors Affiliates as a result of the Contest, the Rules or these Terms. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of the Rules or these Terms. If any provision of the Rules or these Terms or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of the Rules and Terms, or the application thereof to any person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. The Rules and these Terms constitute the complete agreement between the Sponsors and each entrant with respect to the Contest and any related Entries and activities, and supersedes all previous communications and representations or agreements, either oral or written, with respect to the subject matter hereof.