

# DIVERSIFY MANAGEMENT SMALL BUSINESS CONTEST OFFICIAL RULES

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. DIVERSIFY MANAGEMENT SMALL BUSINESS CONTEST ("Contest") IS SPONSORED BY DIVERSIFY MANAGEMENT. ("Sponsor").**

**1. CONTEST PERIOD:**

The Diversify Management Small Business Contest (the "Contest") begins on April 15, 2019 at 12:00:00 AM Eastern Time (ET) and ends with the announcement of winners on June 30, 2019. The Contest consists of three (3) periods as set forth in the chart below:

	Start Date	End Date
Entry Period	4/15/19	5/15/19
Voting Period	4/22/19	6/1/19
Judging Period	6/2/19	6/25/19
Winner Announced	6/30/19	

**2. ELIGIBILITY:**

The Contest is open to only legal residents of the fifty (50) United States and the District of Columbia who at the time of entry are independent owners/operators of an eligible for-profit small business. In order to be considered an eligible "small business" for purposes of this Contest, the business must meet all of the following criteria:

- Entrant/owner must be at least eighteen (18) years of age at the time of Submission;
- The business must be currently active, lawful, have all necessary and required licenses and registrations;
- Entrant/owner must be an authorized agent of the registered business;
- The business must be in good standing as of the date of Submission and must remain so through the end of the Contest;
- The business must have between 1-99 employees on its payroll.
- Not a previous Diversify Management Small Business Contest Winner.
- Neither the business itself or any owner of or investor in the business is a previous Diversify Management Small Business Contest Winner;
- Not under bankruptcy protection or have judicial liens or attachments.

**3. WINNER:**

There will be a total of one (2) Winners **(one (1) Non-Profit Organization and one (1) For Profit Business)** of a FREE 5-page website design, a \$700 value. The entrant/owner will be responsible for the payment of the hosting provider that will include the domain name.

**4. HOW TO ENTER:**

To enter the Contest, entrants ("Entrants") are required to visit Diversify Management's website locate "Contest" and submit an entry (the "Entry") between April 15, 2019 and May 15, 2019. Entrants will be required to provide responses to the following:

- (1) Give us your elevator pitch (tell us what you do, what you sell or the service you offer, in 150 characters or less
- (2) Tell us about your business, what inspired you to get into it, what makes your business stand out and what difference it makes on you, your community or the environment, in 500 characters or less
- (3) How would a website make a significant impact on your business, in 500 characters or less including spaces.

In addition to answering the questions listed above, each Entrant will be required to submit the following information:

- Name of Business
- Name of Business Owner / Authorized Agent
- Phone Number
- Position/Title at Business
- Email Address
- Street Address
- City
- State
- Zip
- Business primary social media where goods or services are offered to the public (i.e. EBay store, Facebook page, etc.)
- High-resolution Digital Image:
  - REQUIRED: Company Logo or optimal photo best representing the business
  - OPTIONAL: Up to 3 additional Photos for General Representation of the business

While not required, in addition to the above, Entrant may submit an "elevator speech" video not to exceed ninety (90) seconds in length.

Limit: one (1) entry per business.

5. **VOTING PERIOD:**

**Tell all your family and friends to cast their votes.** During the Voting Period, all persons who are eighteen (18) years or older and have a valid email address will be eligible to vote for the small business of their choice. Limit: One (1) vote per person per 24-hour period during the Voting Period. Votes received from any person using the same or multiple email addresses in excess of the stated number during the stated timeframe will be void and will not be counted.

6. **JUDGING PERIOD:**

During the Judging Period, Entrants with the highest number of votes during the Voting Period will be judged by its designated representatives and narrowed down to 6 finalists **three (3) for Non-Profit Organization and three (3) For Profit Business**. The designated representatives will use the following criteria in determining the "Top 6 finalists":

- Clear, compelling and engaging essay answers and video
- Use of social media to develop Entrant's brand voice, including use of visuals, cohesiveness, humor, engagement and uniqueness
- Review of social media sites, including all posts and/or images

**Only one winner per category (one (1) Non-Profit Organization and one (1) For Profit Business.** T

he Winners will be notified on June 28, 2019 and publicly announced on June 30, 2019. Winner will be notified by email or phone call prior to the public announcement. The winner may not communicate their winner status in any manner until after Diversify Management makes public announcement on June 30, 2019. In addition, the winner may be featured on the Diversify Management Small Business Center, in Diversify Management and social channels.

Diversify Management constitutes permission for the winner's name, photographs, entry material, other likenesses and biographical information for advertising, promotional or trade purposes, including but not limited to online announcements, in commerce and in all media worldwide without limitation or additional compensation, except where prohibited by law.

7. **DISQUALIFICATION:**

Sponsor reserves the right, in its sole discretion, to disqualify any Entrant at any time that it finds to be tampering with the entry process, voting process or the Contest; to be acting in violation of these Official Rules; or to be acting in an inappropriate or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

Submitted Entries must be consistent with the Diversify Management reserves the right, in its sole discretion, to reject and/or disqualify any entries at any time that Sponsor deems to be hateful, slanderous, libelous, violent, obscene, defamatory, discriminatory (based on age, race, gender, religion, natural origin, physical disability, sexual orientation or political affiliation), profane, offensive, lewd, sexually explicit, pornographic, false, misleading, deceptive, self-mutilating (e.g. relating to murder, the sales of weapons, cruelty, abuse, etc.), illegal (computer hacking, underage drinking, etc.), threatening, harassing, or otherwise inconsistent with its editorial standards, audience expectations, or reputational interests or that contain images, words or symbols widely considered offensive to individuals of a certain race, gender, ethnicity, religion, sexual orientation or socioeconomic group, or that Sponsor believes may violate any applicable law or regulation or the rights of any third party or may subject the contest, Sponsor, or Sponsor's advertisers, clients, or customers to controversy, negative publicity, scorn, or ridicule.

Should Sponsor determine, in its sole discretion, that any announced Winner has violated any of the prohibitions contained in these Official Rules or should be disqualified for any other reason, Sponsor shall have no obligation to award a Grant to such Entrant.

8. **GENERAL RELEASE/LIMITATION OF LIABILITY:**

By participating in the Contest, each Entrant releases and holds Sponsor, its parent and affiliate companies and each of their directors, officers, employees, representatives, and agents harmless from and against any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Contest or with the acceptance, possession, use of or defect in any of the contest give-a-way (including, without limitation, claims, costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light). Sponsor is not responsible for any incorrect or inaccurate information, whether caused by technical or human error or otherwise which may occur in the processing of entries or voting in this Contest or in the running of this Contest. Sponsor will not be responsible for typographical, printing or other errors in these Official Rules or in other materials relating to the Contest.

If for any reason, the Contest is not capable of running as planned, including but not limited to by reason of fraud, computer virus, worms, bugs, tampering, unauthorized intervention, technical limitations or failures, human error, mistake or any other cause that in the sole opinion of Sponsor could compromise, undermine, corrupt or otherwise affect the security, integrity, fairness, administration, or proper conduct of this Contest, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest at any time and without notice.

Notwithstanding anything set forth above, to the extent that the preceding release is determined by a tribunal of competent jurisdiction to be invalid, unenforceable or void for any reason, each Entrant agrees that, to the fullest extent permitted by law (i) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any awards awarded shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred by such Entrant, but in no event attorney's fees and no greater than \$1,000; and (iii) under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim, incidental, punitive or consequential damages.

9. **CONSTRUCTION, WAIVER AND DISPUTE RESOLUTION:**

The construction, validity, interpretation and enforceability of these Official Rules, and all issues and questions relating thereto, along with the rights and obligations of all Entrants and of Sponsor, shall be governed by, and construed in accordance with the laws of the State of North Carolina, without giving effect to any choice of law or conflict of law rules or provisions. In the event that any provision is determined to be invalid or otherwise unenforceable, such determination shall not affect the validity or enforceability of any other provision, and these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

Any specific waiver of any obligation hereunder by Sponsor does not constitute a general waiver of that obligation nor of any other obligation of Entrant.

Any dispute concerning this Contest shall be submitted to binding arbitration in North Carolina within one (1) year from the date that the cause of action arose (or, if multiple cause of actions are involved, from the date that the first cause of action arose), with such arbitration conducted pursuant to the then prevailing rules of the American Arbitration Association. To the fullest extent permitted by law, no arbitration brought pursuant to these Official Rules shall be joined to any other arbitration initiated pursuant to these Official Rules.

10. **COPYRIGHT:**

By participating in the Submission Process for this Contest, Entrant grants to Sponsor, its parent and affiliated companies an exclusive, assignable, royalty-free and irrevocable right and license to edit or otherwise use all materials submitted by Entrant in connection with the Contest, in whole or in part, for any purpose and in any manner or media (including, without limitation, the Internet) now known or hereafter devised, throughout the world in perpetuity, and to license others to do so, without notice and without compensation, royalty, accounting, liability or obligation of any kind to any Entrant. Each Entrant further agrees that it will use its best efforts to have its employees, consultants, volunteers, officers and directors sign any additional licenses or releases that Sponsor may require.

BY SUBMITTING SUBMISSION MATERIALS, ENTRANTS EACH ACKNOWLEDGE THAT THE SUBMISSION MATERIALS, AND ANY OTHER MATERIALS SUBMITTED IN CONNECTION WITH THIS PROGRAM, MAY BE POSTED ON THE SPONSOR'S WEBSITE(S), IN SPONSOR'S SOLE DISCRETION.

Sponsor reserves the right to edit the Submission Materials