

## Bozeman Area Chamber of Commerce Small Business Game Changer

### OFFICIAL RULES

**CONTEST IS OPEN TO LEGAL RESIDENTS OF THE UNITED STATES WHO ARE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY ON BEHALF OF MEMBERS OF THE BOZEMAN AREA CHAMBER OF COMMERCE, AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO U.S. LAW. DO NOT ENTER THIS CONTEST IF YOU ARE NOT LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY.**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**ADMINISTRATOR:** Bobcat Sports Properties, LLC ("Administrator").

Please direct any questions, comments, or complaints regarding the promotion to the Administrator at the following address: 1 Bobcat Circle, Bozeman, MT 59717. By entering, each entrant grants Bozeman Area Chamber of Commerce ("Sponsor") and Administrator permission to use his/her information (name, email, phones, etc.) for future contact, except where prohibited by law. No information collected from the contest will be sent or sold to third parties.

**1. PROMOTION DESCRIPTION AND PERIOD:** Contest begins at 12:00:00 am MT on August 1, 2018 and ends at 11:59:59 pm MT on October 31st, 2018. Entrants are asked to enter the contest via [www.bozemanchamber.com/gamechanger](http://www.bozemanchamber.com/gamechanger) and describe why a marketing partnership with Montana State University athletics will be a small business game changer. All entries will be included in a contest for the chance to win the prize described in Section 5 below.

**2. TO ENTER:** Entrants are asked to enter the contest via [www.bozemanchamber.com/gamechanger](http://www.bozemanchamber.com/gamechanger) and describe why a marketing partnership with Montana State University athletics will be a small business game changer. All entries will be included in a contest for the chance to win the prize described in Section 5 below.

**3. ELIGIBILITY:** Open to legal residents of the United States, who are 18 years of age and older at time of entry on behalf of members of the Bozeman Area Chamber of Commerce, except for employees of and immediate family members or persons living in the same household of Administrator, Sponsor, and each of their respective affiliates, subsidiaries, franchisees and agencies; high school students and their parents and coaches; and individuals engaged in the development, production, printing, or distribution of contest materials and members of their immediate family or persons living in the same household. Contest is subject to all applicable federal, state and local laws.

**4. SELECTION PROCESS:** A pre-selected board will choose the winning local business based on online submissions describing why a marketing partnership with Montana State University athletics will be a small business game changer. The winner will be selected on or before November 6th, 2018. Odds of winning will depend upon the number of entrants. Administrator reserves the right to reject any entrant for any reason in its sole discretion.

**5. PRIZE:** One company will win a customized honorary marketing partnership via Administrator. The winning company will be announced on the field during Montana State University's home football game on November 10th, 2018.

Prize fair market value: \$10,000. No substitutions or transfers of prize(s) are permitted by the winners, except at the Administrator's sole discretion. All taxes and all other costs associated with acceptance or use of the above prize(s) are the sole responsibility of the applicable winner.

**6. RELEASE OF LIABILITY AND PUBLICITY:** By entering, all entrants agree to be contacted by the Administrator regarding upcoming promotions. All entrants and prize winners and their respective families consent to the use of their names, photographs, likenesses and limited biographical information for publicity or advertising purposes without further compensation, where permitted by law. All entrants release Administrator, Sponsor and each of their respective affiliates, subsidiaries, franchisees, officers, directors, partners, equity holders, agents, employees, and all others associated with the development and execution of this Contest (collectively, the "Released Parties"), from any and all liability with respect to, or in any way arising from, this Contest and/or acceptance or use of the prize, including liability for personal injury, damages, death or monetary loss. Administrator assumes no responsibility for any injury, loss or damage to entrants' or to any other person's computer relating to, or resulting from, entering or downloading any information or software in connection with this Contest. Administrator and its agents are not responsible for technical,

hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or late, failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user, or by any of the equipment or programming associated with or utilized in this Contest, or by any human or other errors that may occur in connection with this Contest.

Entrants give the Released Parties permission to use their name, likeness, image, voice, and/or appearance as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like (collectively, "Images"), taken or made in connection with entrants' participation in the Contest, and to modify, reproduce, display or otherwise disseminate such Images, in whole or in part. Entrants agree that the Released Parties have complete ownership of such Images including the entire copyright therein, and may use such Images for any and all purposes, including but not limited to using the Images in illustrations, bulletins, videotapes, reprints, reproductions, publications, advertisements, and any promotional materials in any medium now known or later developed, including the Internet, and entrants will take no action to challenge or object to the validity of such ownership. Entrants acknowledge that they will not receive any compensation for the use of such Images and hereby release and discharge the Released Parties from any and all claims which arise out of or are in any way connected with the use, display, dissemination or exploitation of the Images, including but not limited to any claims for defamation, violation of moral or artistic rights and/or any right of privacy or publicity.

**7. GENERAL RULES:** The Released Parties are not responsible for lost, illegible, late, delayed or misdirected mail or email or other communications, or for any error in the printing or interpretation of the offer, the administration of the contest, or in any announcement of the winners or prizes. In no event will Administrator be liable for more than the stated number of prizes in Section 5. No cash substitutions for prizes will be permitted and prizes are non-refundable and non-transferable except at sole discretion of Administrator. Administrator reserves the right, in its sole discretion, to cancel or suspend this contest, in its entirety or in part, should tampering, unauthorized intervention, counterfeiting, fraud, technical failures, or other causes beyond Administrator's control corrupt the administration, security, fairness, integrity or proper play of the Contest. Administrator reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the contest, to be acting in violation of the Rules or any laws, or to be attempting to undermine the legitimate operation of the contest by cheating, hacking, deception, misappropriation, infringement, or any other unfair playing practices, poor sportsmanship, or intending to annoy, abuse, threaten, or harass any other entrants or Administrator representatives. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE CONTEST. SHOULD SUCH AN ATTEMPT BE MADE, ADMINISTRATOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**

**8. INDEMNIFICATION:** By entering this Contest, you as entrant also agree to release, hold harmless and indemnify Administrator and Sponsor from and against any and all claims arising directly or indirectly from or in connection with entrant's participation in the Contest.

**9. APPLICABLE LAWS AND JURISDICTION:** Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of Texas. All disputes arising out of or connected with this Contest will be resolved individually, and without resort to class action, exclusively by a state or federal court located in the State of Texas. Should there be a conflict between the laws of the State of Texas and any other laws, the conflict will be resolved in favor of the laws of the State of Texas. All judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Contest and shall not include any indirect, punitive, incidental and/or consequential damages.

**10. ABBREVIATED RULES:** Contest open to legal residents of the United States 18 years of age & older at time of entry. Promotion begins at 12:00:00 am MT on August 1, 2018, and ends at 11:59:59 pm MT on October 31st, 2018. No purchase necessary. Void where prohibited.