**OFFICIAL RULES**

**2021 REBRAND BLACK ACCELERATOR CONTEST**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**  2021 REBRAND BLACK ACCELERATOR CONTEST (THE “CONTEST”) BEGINS ON FEBRUARY 15, 2021 AT 12:00 A.M. EASTERN STANDARD TIME (“EST”) AND ENDS ON JUNE 29, 2021 AT 11:59 P.M.EST (THE “PROMOTIONAL PERIOD”). ADMINISTRATOR'S COMPUTER WILL BE THE OFFICIAL TIME-KEEPING DEVICE FOR THE CONTEST.

**ELIGIBILITY:** THE CONTEST IS ONLY OPEN TO LEGAL RESIDENTS OF THE STATE OF MICHIGAN WHO, AT THE TIME OF ENTRY, ARE INDEPENDENT BLACK OR AFRICAN AMERICAN OWNERS/OPERATORS OF A FOR-PROFIT SMALL BUSINESS THAT IS DOMICILED WITHIN 75-MILES FROM SPONSOR’S LOCATION (33717 WOODWARD AVE, #202, BIRMINGHAM, MICHIGAN) AND WHICH HAS BEEN IN CONTINUOUS OPERATION SELLING A PRODUCT OR SERVICE FOR NOT LESS THAN TWELVE (12) MONTHS AT THE TIME OF APPLICATION AND ARE, PRIOR TO THE ANNOUNCEMENT OF THE CONTEST, ENROLLED IN THE FREE REBRAND CITY ACCELERATOR BUSINESS TRAINING COURSES. IN ORDER TO BE CONSIDERED AN ELIGIBILE “SMALL BUSINESS” FOR PURPOSES OF THIS CONTEST, THE SMALL BUSINESSES MUST MEET ALL OF THE FOLLOWING CRITERIA:

A. ENTRANT/OWNER MUST BE AT LEAST EIGHTEEN (18) YEARS OF AGE AT THE TIME OF SUBMISSION;

B. THE BUISNESS MUST BE CURRENTLY ACTIVE, LAWFUL, AND HAVE ALL NECESSARY AND REQUIRED LICENSES AND REGISTRATIONS;

C. ENTRANT/OWNER MUST BE AN AUTHORIZED AGENT OF THE REGISTERED BUISNESS;

D. THE BUSINESS MUST BE IN GOOD STANDING WITH THE MICHIGAN SECRETARY OF STATE OR THE COUNTY CLERK’S OFFICE IN THEIR HOME COUNTY, AS OF THE DATE OF SUBMISSION AND MUST REMAIN SO THROUGH THE END OF THE CONTEST;

E. HAVE A VALID EIN NUMBER;

F. THE BUSINESS MUST HAVE A MINIMUM OF 2 (INCLUDING THE OWNER) AND A MAXIMUM OF 20 EMPLOYEES ON ITS PAYROLL (OTHER EMPLOYEE MAY BE SEASONAL, PART TIME, 1099, W-2 OR A CO-OWNER. EMPLOYEE FOR DEFINITION OF MAXIMUM EMPLOYEE IS DEFINED AS FULL TIME EQUIVALENT.);

G. ANNUAL REVENUE DOES NOT EXCEED ONE MILLION FIVE HUNDRED THOUSAND DOLLARS ($1,500,000);

H. NOT IN ANY WAY AFFILIATED WITH A DIRECT SELLER BUISNESS;

I. NOT UNDER BANKRUPTCY PROTECTION OR HAVE JUDICIAL LIENS OR ATTACHMENTS;

J. ENTRANT/OWNER MUST NOT BE ON THE OFAC LIST, INDIVIDUALS WITH PRIOR FELONY CONVICTIONS MAY BE ELIGIBLE. SPONSOR OR ITS DESIGNEE WILL DETERMINE THE ELIGIBILITY OF ANY APPLICANT WITH A FELONY CONVICTION.

Employees of Rebrand Cities (“Sponsor”), EventLink LLC ("Administrator"), General Motors LLC, Thrivent, and their respective employees, volunteers, dealerships, dealership employees, directors, elected officials, parents, affiliates, subsidiaries, distributors (other than as defined above), and their advertising and promotion agencies, (collectively the “Released Parties”) and the members of their immediate families (spouses and parents, siblings, children and their spouses and in-laws) and persons living in the same household with such individuals (whether related or not) are not eligible to enter or win.

For purposes of this contest, “Black or African American” shall be defined per the Census.gov definition, which states “A person having origins in any of the Black racial groups of Africa.” (U.S. Census Bureau).

For the purposes of this contest, “Black or African American Owned” means that businesses must be at least 51% Black or African American owned, operated, and controlled and be run by a person or group of people who are at least 25% Black or African American.

**AGREEMENT TO THE OFFICIAL RULES:** By participating, Entrants agree to be bound by these Official Rules and the decisions of the Administrator and Sponsor, which are binding and final on matters relating to this Contest. This Contest is subject to all applicable federal, state, and local laws. Void where prohibited or restricted. Receiving a prize is contingent upon fulfilling all requirements set forth herein.

**LISTING OF PRIZES:** There will be a total of twelve (12) Rebrand Cities Contest winners, including one (1) Grand Prize Winner, one (1) First Prize Winner, one (1) Second Prize Winner, and nine (9) Runner Up Winners.

**HOW TO ENTER:** There is one (1) way to enter the contest during the Promotional Period. **VIA WEBSITE:** Each business can visit the website [https://rebrandblack.eventbrite.com](http://fargo.chevysholars.com) (the "Entry Page"). Once on the Entry Page, please review the Official Rules and fully complete and submit the application ("entry").All entries require a video business pitch (between five (5) to ten (10) minutes in length) explaining what their business idea is and why the business is seeking funding. Video submissions should include identifying the problem their business solves, value proposition/solution, logistical components on how the service will be delivered. **Entry Deadline**: **ENTRIES MUST BE SUBMITTED BY 11:59 P.M. EST ON MARCH 8, 2021.** All entries become the property of the Sponsor and will not be returned and may be used by the Sponsor for any purpose and in any media in perpetuity. Before contest funds will be awarded, all information submitted on the application by the Entrant will be verified. If ANY false or misleading information is submitted on the application, the Entrant will be disqualified without notification to the Entrant. **\*Please see Submission Guidelines, below.**

**LIMIT:** There is a limit of one (1) Entry per Entrant**.** In the event of receipt of multiple entries from the same Entrant, only the first entry will be considered. No mechanical reproductions of entry forms permitted. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different identities, registrations or any other methods may void that Entrant’s entries and that Entrant may be disqualified. Participants are responsible for all charges imposed by their Internet service provider, including any applicable taxes on such services, in connection with submission of an entry. Administrator is not responsible for lost, late, incomplete, invalid, unintelligible, unreadable, or misdirected registrations, which will be disqualified. Administrator will not accept submissions from wireless domains, blacklist domains, or any email address Administrator deems to be potentially harmful to the Contest Registration page. Use of any automated system to participate is prohibited and will result in disqualification.

**JUDGING PROCEDURE AND CRITERIA**: Voting and Winner selection period begins June 6, 2021 and ends on June 26, 2021 at 11:59 P.M. EST. Twelve (12) Contest Winners (“Winners”) will be selected from the qualified entries received by the entry deadline by a panel of judges consisting of (3) three instructors of the 2021 Rebrand Black Accelerator (“The Panel”) beginning on June 6, 2021. The Panel will choose the twelve (12) contest winners based on the following judging criteria:

1. Product/Service Problem Identification/Customer Segment,
2. Product/Service Need and Value Proposition,
3. Channels in Articulation, Execution, Delivery, and Logistics,
4. Engagement/Full Participation,
5. Delivery/Video Effectiveness,
6. Presentation Connection with Viewer, and
7. Overall Impression.

Out of the seven (7) categories listed; finalists can receive up to five (5) points per category. The Panel will rate each entry from zero (0) to five (5) in each category to determine the Grand Prize winner, First Prize Winner, Second Prize Winner, and Runner Up winners (subject to verification).

**WINNERS REVEAL DATE:** On June 29, 2021, the Sponsor will reveal all twelve (12) Contest winners. All potential winners are subject to verification of eligibility and compliance with the terms of these Official Rules. Potential winners will be contacted by the Administrator by telephone and/or email, and potential winners will be required to complete and return an affidavit of eligibility, liability release, and except where prohibited by law, a publicity release form ("affidavit/release") within seven (7) days of receipt. In the event of a tie among Entries for a Contest Prize, the judges will re-judge the tied Entries using the Contest Judging Criteria, until such time as the Contest Prize winner(s) is/are determined. The decision of the judges is final. If a potential winner’s notification is rejected, returned, or deemed undeliverable or a potential winner fails to execute and return the affidavit/release within the specified time, forfeits the prize, or if he/she is otherwise ineligible under the Official Rules to receive a prize, that potential winner will be deemed ineligible and the prize will be awarded to an alternate selected by the Sponsor, who may, in its sole discretion, award the prize to the Finalist with the next highest judging score (in the event of the potential Grand Prize Winner’s ineligibility) or choose not to award that prize. In the event that all Finalists are determined to be ineligible the Sponsor may, in its sole discretion, award prize(s) to alternate winners chosen by the judges based upon the specific judging criteria used to determine the Finalists from among the Semi-Finalists or from among all eligible entries in the Contest. Prize winners may be required to provide their social security number or tax identification number for tax reporting purposes as Administrator may file an IRS Form 1099 with the Internal Revenue Service for the cash value of the Grand Prize. Unclaimed prizes will not be awarded.

**GRAND PRIZE:** One (1) Grand Prize winner will receive the following:

* Grand Prize of $25,000 cashier’s check.

**FIRST PRIZE:** One (1) First Prize winner will receive the following:

* First Prize of $10,000 cashier’s check.

**SECOND PRIZE:** One (1) Second Prize winner will receive the following:

* Second Prize of $5,000 cashier’s check.

**RUNNER UP PRIZE:** The remaining nine (9) Runner Up winners will each receive the following:

* Runner Up prize of $1,250 in a cashier’s check.

Approximate Retail Value (“ARV”) of all prizes in the contest is $51,250.00

**GENERAL PRIZE RESTRICTIONS:** No prizes will be awarded to the creators of the submission.Prize money will be paid in the form of a check made out to the Winner’s Small Business described in the entry application. **Winners are responsible for all costs associated with their individual prize, including but not limited to all federal, state, and local taxes (including income and withholding taxes) and any other expenses related to the acceptance and use of a prize specified herein.** Prizes may not be transferred or assigned. No substitution may be made, except by the Sponsor and/or Administrator, who reserve the right to substitute the Prizes in whole or in part with another prize of comparable or greater value if the intended prize is not available for any reason as determined by the Sponsor and/or Administrator in its sole discretion. All prize details are at Administrator’s and/or Sponsor’s sole discretion.

**SUBMISSION GUIDELINES:   Your entry must comply with these guidelines in order to be eligible to win, and compliance with this section is in the sole discretion of the Sponsor/judges, whose decisions are final.**

* **Submission must be in English; common foreign words & phrases are acceptable**
* **Video submission can be up to 10 minutes in length. If any video submission is longer than 10 minutes, only the first 10 minutes of the video will be judged**
* **Video submission must not contain any music**
* **Any creative elements (e.g., sounds, props) used in the video must by entrant’s own original creative work.**
* **If the submission contains people other than the entrant, entrant must have permission of such persons to submit the video.**
* **Submission must be original work that has not won a previous prize or award.  Modifying, enhancing or altering a third party’s preexisting work does not qualify as entrant’s original creation.**
* **Sponsor reserves the right to reject submissions containing prominent use of third-party trademarks.**
* **Except as noted herein, submission cannot contain, incorporate or reference anything that would require the consent of any third party or entity in any jurisdiction, in Sponsor’s sole discretion.**
* **Submission cannot contain any information that references other websites, addresses, email addresses, contact information or phone numbers.**
* **Submission must not contain defamatory statements (including words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group).**
* **Submission must not promote alcohol, drugs (illegal or otherwise), tobacco, firearms/weapons (or the use of the foregoing), and activities that may appear dangerous or unsafe, or any particular political agenda or message.**
* **Submission must not include threats to any person, place, business, or group; it must not invade privacy or other rights of any person, firm, entity, and it must not in any way violate applicable federal, state, or local laws and regulations.**
* **Submission must not, in Sponsor’s sole discretion, contain indecent behavior, profanities or obscenities, including but not limited to nudity, or pornography, and must not in any way disparage persons or organizations associated with Sponsor.**
* **Submission must not refer, depict or in any way reflect negatively upon the Sponsor, the Promotion or any other person or entity.**
* **Submission must be suitable for presentation in a public forum, in Sponsor’s sole discretion.**

**By entering, entrant certifies (1) that the submission is their own original work and they hold all rights to the submission, (2) that the entrant followed and complied with these Official Rules, and (3) hereby grants Sponsor the right to post the submission on its media channels for any purpose whatsoever.**

Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to participants. Sponsor reserves the right to waive the contest entry requirements set forth herein in its reasonable discretion. Sponsor reserves the right, in its reasonable discretion, during or upon completion of the Promotional Period, to request that any Entrant resubmit his or her entry that fails to comply with the contest entry requirements before any judging period.

**USE OF SUBMISSIONS:** By submitting an entry, you agree that your submission is gratuitous and made without restriction and will not place Released Parties under any obligation and that Released Parties are free to otherwise disclose the ideas contained in the entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your submission, Released Parties do not waive any rights to use similar or related ideas previously known to Released Parties, or developed by their employees, or obtained from sources other than you. Released Parties reserve the right to, and may or may not, monitor/screen entries prior to posting them to the website. By entering, you acknowledge that Released Parties have no obligation to use or post any entry you submit. By submitting an entry, you warrant and represent that: (a) it is your original work, (b) it has not been previously published, (c) it has not won previous awards, (d) it does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (e) you have obtained permission from a person whose name or likeness is used in the entry and (f) publication of the entry via various media, including web posting, will not infringe upon the rights of any third party. If someone else takes a picture of you, you MUST have their consent to use the picture that you submit. Any such participant will indemnify and hold harmless Released Parties from any claims and damages to the contrary (including reasonable attorney’s fees). By accepting a prize, the winner agrees that its entry will be deemed a work made for hire under the copyright laws of the United States, but if it cannot be so deemed, then the winner irrevocably assigns and transfers to Sponsor all of his/her right, title and interest in and to his/her entry, including all but not limited to all, copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Winner hereby waives in favor of Sponsor all rights of “droit moral” or “moral rights of authors” or any similar rights or principles of law that the winner may now or later have to their entry. Sponsor reserves the right to alter, change or modify the winning entry in its sole discretion. Upon request of Sponsor, a winner shall execute and deliver such additional instrument of assignment as may be solely deemed by Sponsor reasonably necessary to establish the ownership of record of the right, title and interest in and to the entry and of the copyrights transferred and “moral rights of authors” waived under these Official Rules. Entrant agrees that the Released Parties are not responsible for any unauthorized use of entries by third parties.

Should Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsor’s rights and Sponsor may at a later time request the assignment. Further, Sponsor may request from a winner that the winner secure from any photographer an irrevocable assignment and transfer to Sponsor all of any photographer’s right, title and interest in and to the winner’s entry, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein,for consideration, the receipt and sufficiency of which is hereby acknowledged. The photographer may be required to waive in favor of Sponsor all rights of “droit moral” or “moral rights of authors” or any similar rights or principles of law that the photographer may now or later have in the entry. Should Sponsor fail torequest the said photographer assignment as stated, that shall not bedeemed a waiver of Sponsor’s rights and Sponsor may at a later time request the assignment(s).

By submitting an entry, you grant Sponsor and its agents the right to publish, use, adapt, edit and/or modify the entry and each element thereof in any way, in commerce and in any and all media worldwide, without limitation and without consideration to the Entrant. Submission of an entry further constitutes the Entrant’s consent to irrevocably assign and transfer to the sponsor any and all rights, title and interest in and to the entry, including, without limitation, all intellectual property rights as set forth above. By entering, the Entrant agrees that Released Parties are indemnified, released and will be held harmless by Entrant from any and all liability for any damages, injuries or losses of any kind to person(s), including death, or property, arising directly or indirectly from the acceptance, possession, misuse or use of a prize or his/her participation in the contest or any contest-related activity. By entering, winner grants (and agrees to confirm such grant in writing promptly upon request) to Sponsor and those acting under Sponsor’s authority the right to the use of his/her name, photograph, likeness, voice, image, statements and biographical information at any time or times for advertising, trade, publicity and promotional purposes in any media now known or hereafter discovered, worldwide and on the world wide web, without review, notification, approval or additional compensation, unless prohibited by law.

**REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION:**Each Entrant represents and warrants he/she has not engaged or taken part in (or induced or encouraged anyone else to do so) any activity or conduct in connection with this contest that may or is likely to harm or create a risk of harm, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to any person, other living things or any property; may or is likely to create a risk of any other loss or damage to any person, living thing or any property; is or may constitute a crime, unlawful or non-consensual activity (e.g., conduct that could lead to criminal prosecution), tortuous conduct (e.g., conduct that could lead to civil prosecution). Each Entrant hereby agrees to indemnify and hold the Released Parties harmless from and against any and all claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating, in whole or in part, directly or indirectly, to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of the Entrant hereunder. Failure of Sponsor to enforce any provision herein shall not be deemed a waiver of such.

**GENERAL CONDITIONS/RELEASE:** By participating (a) participants (Entrants) release Released Parties from any and all liability for any claims, costs, injuries, losses or damages of any kind caused by their participation, including the unauthorized or illegal access to personally identifiable or sensitive information or the acceptance, possession, use, or misuse of a prize; (b) participants agree that Released Parties will have no liability whatsoever and shall be held harmless by participants against any liability for any injuries, losses or damages of any kind, including, but not limited to, death or destruction of property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of a prize(s) (including any travel or activity associated thereto) or participation in this Contest; and (c) participants acknowledge that said parties have neither made nor are in any manner responsible or liable for any warranty representation or guarantee, expressed or implied, in fact or in law, relative to a prize, including, but not limited to, a prize quality or availability. Neither Released Parties nor any service providers are responsible for incorrect or inaccurate transcription of Entry information or for any human or other error, technical malfunctions, lost/delayed data or voice transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, or any other error or malfunction, or late, lost or misdirected mail, or any injury or damage related to or resulting from participation in this Contest.  Neither Released Parties nor any service providers are responsible for typographical or other error in the printing of Contest materials, the administration of the Contest, or the announcement of the prize winner, including any such error as may give an erroneous indication that a prize has been won. In no event will more than the stated number of prizes be awarded. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST, TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND/OR ADMINISTRATOR RESERVE THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW. Released Parties’ failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor and/or Administrator reserve the right to amend the Contest dates or Rules at any time without prior notice orobligation to you. In the event Sponsor is prevented from continuing with this Promotion, or the integrity and/or feasibility of the Promotion is undermined by any event including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order or regulation, order of any court or jurisdiction, or by other cause not reasonably within Sponsor’s control (each a “**Force Majeure**” event), Sponsor shall have the right, in its discretion, to abbreviate, modify, suspend, cancel, or terminate the Promotion without further obligation. In no event will more than the stated number of prizes be awarded. If Sponsor, in its sole discretion, elects to abbreviate the Promotion as a result of a Force Majeure event, Sponsor reserves the right, but shall have no obligation, to award the prizes from among all valid and eligible Tweets received up to the time of such Force Majeure event.  In the event of any cancellation, termination or suspension, notice thereof will be posted at [https://rebrandblack.eventbrite.com](http://fargo.chevyscholars.com) and the determination of the Winner may be made from among all eligible, non-suspect Entries received as of the date of the termination, cancellation or suspension as Administrator determines in its sole discretion. Entries not complying with these Official Rules are subject to disqualification.

**GOVERNING LAW/JURISDICTION/DISPUTE RESOLUTION:**  Participants agree that (a) any and all disputes, claims and causes of action arising out of, or connected with, the Contest or prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the federal, state and local courts for Oakland County, Michigan; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys’ fees; and (c) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant’s rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of Michigan.

**WINNER’S NAME:** The name of the Prize winners will be available after July 29, 2021 and may be obtained by sending a self-addressed stamped envelope to: Winner’s Name, 2021 REBRAND BLACK ACCELERATOR CONTEST c/o EventLink, 100 W. 22nd St., Suite 134, Lombard, IL 60148, for receipt no later than August 29, 2021.

**ENTRANT'S PERSONAL INFORMATION:**  Any personally identifiable information collected during a participant’s participation in this Contest will be collected by Administrator in accordance with its privacy policy (<http://go2eventlink.com/privacy-policy/>) and used by Sponsor, its affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Contest as described in these Official Rules and in accordance with Sponsor's Privacy Statement located at ([https://rebrand.city/privacy-policy/](https://www.google.com/url?q=https://rebrand.city/privacy-policy/&sa=D&ust=1608308526620000&usg=AOvVaw2_90iZH3dfp5xuWwekGA6L)). By entering the Contest, you agree to all of the terms and conditions of the Sponsor’s Privacy Statement.

**SPONSOR**: 33717 Woodward Ave., #202, Birmingham, MI 48009.

**ADMINISTRATOR:** EventLink LLC, 100 W. 22nd St., Suite 134, Lombard, IL 60148.