

**The Prince George's County Economic
Development Corporation and M&T Bank
0-100 Accelerator Program
Pitch Competition
Official Rules**

NO PURCHASE, ACCOUNT OPENING, LOAN APPLICATION, DEPOSIT OR PAYMENT IS NECESSARY TO ENTER OR WIN, NOR WILL IT INCREASE YOUR CHANCE OF WINNING.

1) Eligibility: The Prince George's County Economic Development Corporation and M&T Bank 0 – 100 Accelerator Program Pitch Competition (the "Competition") to be held at Prince George's County Economic Development Corporation, located at 1801 McCormick Drive, 3rd Floor, Largo, MD 20774 is open to any small business owner(s) located in Prince George's County, in business 24 months or less, in good standing, and participating in The Prince George's County Economic Development Corporation and M&T Bank 0 – 100 Accelerator Program (the "Program") with a principal owner who is a permanent legal resident of Prince George's County, MD (and surrounding towns) and is 18 years of age or older as of the date of the Competition. Each participant in the Competition ("Entrant" or, if in the plural, "Entrants") must have attended all classes in the Program to qualify. For purposes of these Official Rules, where practicable, references to the Entrant include the Entrant's related business. Employees, officers, directors, agents, contractors and representatives of Sponsor, The Department of Latino Business Liaison of Prince George's County Economic Development Corporation, and their affiliates, advertising and promotions agencies (the "Released Parties"), and such persons' immediate family members (spouses, siblings, parents, and children, regardless of where they reside) and members of their households (whether related or not) are ineligible to participate in the Competition. Void where prohibited by law.

2) How to Enter the Competition: Participation in the Competition is not mandatory to participate in the Program. Winners will be announced at the graduation event on or about June 14th, 2024. The exact dates will be determined by Sponsor in its sole discretion.

3) Judging Procedure and Criteria: The following criteria will guide the judges' decisions:

- Quality of business proposal
- Level of community impact
- Level of business improvement
- Quality of overall presentation

Judges will use a scale to rank each presentation (hereafter, "Entry" or, if in the plural, "Entries") according to an outlined judging rubric with a ranking of one (poorest quality) to ten (highest quality). Limit one Entry per Entrant. Any Entry not meeting all Entry requirements stated herein will be void.

The judges will be determined in Sponsor's sole discretion, with representation from Sponsor and Prince George's County Economic Development Corporation. The judges will assess each Entry individually based on the judging criteria developed and implemented by Sponsor, in its sole discretion. Entrants, related businesses, and employees are prohibited from inducing the judges, including, without limitation, offering prizes and/or using any websites or online forums, to judge their Entry higher or differently than the other Entries.

Live Pitch Competition (110 POINTS MAXIMUM)

Proposal and Written Question/Answer (10 points per category):

1. The business' purpose/vision is clear, understandable, original and compelling.
2. The target customer is clearly identified, carefully chosen and the company has the ability to reach and retain them.
3. The opportunities new capital would present are clearly defined and communicated.
4. The product or service has considerable competitive advantages.
5. Entrant demonstrates a solid grasp on financial plans for new capital.

6. The team/entrepreneur has sufficient expertise to manage the business in the current stage of their business cycle and/or they have addressed the need for additional key people and the strategies to attract these individuals.
7. Business strategy is clearly defined.
8. Level of impact that the proposed changes will make in their business is clearly defined.
9. Community impact is clearly defined.
10. Pitch proposal is engaging and compelling.
11. Following each presentation, judges will have an opportunity for Q&A.

Competition will consist of each entrant making a 5-minute live presentation before a panel of judges, followed by Q&A. First Prize, Second Prize and Third Prize winners will be the businesses related to the Entries with the three highest point totals.

Winners of the Competition will be determined by several factors including:

- The market/community needs that the business addresses
- Its business plan
- Its capabilities to adapt to changing market forces
- Its potential for growth and positive impact on the community

In the event of a tie, the tied Entrants will be asked an additional 1-2 questions by the judges to break the tie. If after the additional questions there is still a tie, the tied Entries will be re-judged by a new judge, as determined by Sponsor in its sole discretion.

By participating, each Entrant, on behalf of himself/herself and the related business, agrees to abide by these Official Rules and the decisions of the Sponsor and judges, which are final and binding in all matters relating to the Competition.

4) Entry Requirements: By submitting an Entry, each Entrant, on behalf of himself/herself and the related business, agrees that (a) the Entry does not violate any law or regulation or any right of any third party, including those laws, regulations, and rights related to copyrights, trademarks, publicity, or privacy, (b) he/she has the right to grant the rights to his/her Entry as provided in these Official Rules, (c) the Entry has not been otherwise published or submitted in any other competition; (d) the Entry is his/her original work; (e) the Entry has not won previous awards; (f) he/she does not include, in the Entry, personally identifiable information regarding any person other than himself/herself; and (g) publication of the Entry via various media including social posting will not infringe on the rights of any third party. Entries cannot defame or invade intellectual property rights of any person, living or deceased, or otherwise infringe upon any copyrighted, trademarked, or patented works or any person's personal or proprietary rights.

Entries deemed by the Sponsor and/or the judges, in their sole discretion, (a) to be immoral, obscene, offensive, or inappropriate; (b) that defame, misrepresent or disparage others; (c) that contain trademarks, logos, or trade dress owned by others; (d) that contain personal identification, names, likenesses, etc. identifying any other person who has not given permission to be featured in the Entry, including, without limitation, celebrities and/or other public or private figures, living or dead; or (e) that violate any law or these Official Rules will be void. Entrant and related business will be disqualified in the event of non-compliance with any requirements specified herein or with any of the terms of these Official Rules. Once submitted, an Entry cannot be deleted, canceled, or modified except by Sponsor.

Entrant, on behalf of himself/herself and the related business, agrees that submission of an Entry is gratuitous and made without restriction and will not place Sponsor under any obligation and that Sponsor is free to discuss or 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 him/her and/or his/her related business. Entrant acknowledges that, by acceptance of his/her Entry, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than him/her.

By submitting an Entry, Entrant hereby grants the Released Parties, without any limitation of any other rights granted herein, permission for the Entry to be posted on websites or social media channels as determined by Sponsor. Entrant agrees that Released Parties are not responsible for any unauthorized use of Entries by third parties. Released Parties do not guarantee the posting of any Entry and may remove a posted Entry at any time.

By submitting an Entry, Entrant acknowledges and agrees that Sponsor may obtain many Entries in connection with the Competition and/or other promotions staged and/or promoted by the Sponsor, and that such Entries may be similar or identical in theme, idea, style, look, format or other respects to other Entries submitted in connection with the Competition and/or other promotions sponsored by the Sponsor or submitted for other reasons or other materials developed by the Sponsor. Entrant waives any and all claims Entrant may have had, may have, and/or may have in the future, that any Entry in the Competition may be similar to his/her Entry, or that any compensation is due to Entrant in connection with such Entry or other works used by Sponsor.

In depth feedback will not be provided to Entrant during the Competition. Should Entrant wish to obtain feedback from Entrant's pitch(es), Entrant should send a request to Vickie Mejia at vquezada@mtb.com schedule a feedback session.

5) Verification of Potential Finalists: The Entrant for each of the Potential Finalists will be required, on behalf of himself/herself and on behalf of his/her business, to execute and return an Affidavit of Eligibility and Liability Release, and a Publicity Release form and any other documents, including those required for IRS tax reporting purposes, required by Sponsor within 72 hours. Failure to respond within the designated timeframe may result in disqualification and, at Sponsor's discretion and time permitting, an alternate being chosen. Finalist status is subject to verification of eligibility and compliance with these Official Rules. The Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in a Potential Finalist's email account to receive email messages.

6) Prizes: All Prizes will be awarded to the winning business. No business may win more than one prize. Other than the details of the Prizes outlined below, Released Parties have no additional obligations or commitments to any winner in connection with the Competition. **All costs and expenses associated with the acceptance and use of a Prize, including, but not limited to, all federal, state and local taxes, are each winner's sole responsibility.**

First Prize will consist of a \$4,500 check.

Second Prize will consist of a \$2,500 check.

Third Prize will consist of a \$1,500 check.

The total value of all Prizes is \$8,500.

7) Miscellaneous: Released Parties are not responsible for (a) lost, incomplete, invalid, unintelligible, stolen, delayed, or damaged Entries; (b) failures or malfunctions of phones, phone lines or telephone systems, failed computer hardware, software or other technical issues; (c) interrupted or unavailable network, server or other connections, cable, satellite, Internet Service Provider (ISP) or other connections; (d) traffic congestion on the Internet or for any technical problem, including but not limited to any injury or damage to Entrants'/related businesses' or any other person's computer or other device related to or resulting from participation in the Competition; (e) theft, destruction or unauthorized access to, or alteration of, Entries; (f) human-processing error; (g) printing, typographical or other errors or omissions in these Official Rules or in any Competition-related materials; (h) other errors or problems of any kind whether mechanical, human, technical, network, electronic; or (i) errors which may occur in connection with the administration of the Competition, judging of Entries, or announcement of the Finalists or Prize winners. Sponsor reserves the right to void the Entry of an Entrant/related business who Sponsor believes has attempted to tamper with, influence, or impair the administration, security, fairness, judging or proper play of Competition, and such Entrant and related business will be disqualified.

All Entries become the sole property of the Sponsor and will not be returned. No transfer, assignment, or substitution of a Prize (or portion thereof) is permitted except by Sponsor, who reserves the right to substitute a Prize (or applicable portion thereof) with one of comparable or greater value, at its sole discretion. By participating, each Entrant, on behalf of himself/herself and the related business, agrees that: (a) Sponsor and its designees may use (unless prohibited by law) each Entrant's name, city and state of residence, Entry, any oral or written statements, and/or likeness for advertising, trade and/or any other purposes in any media now or hereafter known throughout the world in perpetuity, without further compensation, permission or notification, and (b) the Released Parties shall have no liability or responsibility for any claim arising in connection with participation in the Competition or any Prize awarded, and will be held harmless by Entrant/related business for any claim, action, liability, loss, injury or damage to Entrant/related business or any other person or entity, including, without limitation, personal injury or death to Entrant/related business or any other person or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of a Prize and any activity or travel related to the Competition. Sponsor reserves the right, in its sole discretion, to modify, suspend or terminate the Competition (or any portion thereof) should any computer virus or bug, fraud, non-authorized human intervention or other causes, including but not limited to pandemic (including but not limited to any and all associated federal, state or local restrictions resulting therefrom), weather, war or armed conflict (whether or not officially declared), labor controversy or threat thereof, and/or acts of God, corrupt or impair the administration, security, fairness or proper play of the Competition and, in the event of termination, at its discretion, select a Prize winner from among all eligible, non-suspect Entries received as of the date of the event requiring such termination using the judging criteria specified above.

8) Arbitration: Except where prohibited by law, as a further condition of participating in the Competition, Entrant agrees that (a) any and all disputes and causes of action arising out of or connected with the Competition, or any Prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively, by final and binding arbitration in accordance with the Federal Arbitration Act ("FAA," Title 9 of the United States Code) under the auspices of the American Arbitration Association ("AAA"); (b) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (c) judgment upon such arbitration award may be entered in any court having jurisdiction. ENTRANT HAS A RIGHT TO OPT OUT OF THIS ARBITRATION PROVISION. IF ENTRANT DOES NOT AGREE TO THIS MANDATORY ARBITRATION PROVISION WITH REGARD TO THIS PROMOTION, THEN, WITHIN 30 DAYS FROM THE DATE OF ENTRY, ENTRANT MAY OPT OUT OF THIS, AND ONLY THIS, PART OF THESE OFFICIAL RULES BY NOTIFYING THE SPONSOR OF SUCH OPT-OUT REQUEST BY PROVIDING WRITTEN NOTICE AND MAILING SUCH NOTICE TO: M&T BANK, REGULATORY SUPPORT, PO BOX 1468, BUFFALO, NEW YORK 14240-1468 (ATTN: ARBITRATION REJECTION). Under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, and Entrant further waives all rights to have damages multiplied or increased.

9) Choice of Law: These rules are governed by the laws of the State of New York without giving effect to conflicts of law rules.

10) Privacy: Information collected from any Entrant will be used only for the Competition and to notify the winners, and will not be re-used, sold or shared in any manner by Sponsor unless Entrant has requested to receive additional information and promotional material from Sponsor. Sponsor's privacy policy is available at <https://www.mtb.com/help-center/policies/privacy-policy>.

11) Language: In the event there is a discrepancy or inconsistency between the English language version and any other language version of these Official Rules and/or of any Program or Competition materials, the English version shall prevail, govern and control.

12) Winner's List: For the names of the winners (available after June 14, 2024), send a self-addressed, stamped envelope to be received by August 1, 2024, to: The Prince George's County Economic Development Corporation and M&T Bank 0-100 Accelerator Program, Attn: Vickie Mejia, M&T Bank, 6401 Golden Triangle Drive, Suite 300, Greenbelt, MD 20770.

13) Sponsor: M&T Bank, One M&T Plaza, Buffalo, NY 14203-2399.