CONTEST RULES - BRACKETOLOGY

These are the official rules ("Rules") for Bracketology (the "Promotion"). If you participate in the Promotion, you ("Entrant") agree to comply with and be bound by the Rules.

- 1. **Promotion Sponsor**: The sponsor of the Promotion is Invest Southwest, an Arizona nonprofit corporation ("Invest Southwest"), 14605 S. 34th Place, Phoenix, AZ 85044. All questions regarding the Promotion should be directed by e-mail to kkatzorke@investsouthwest.com. All decisions by Invest Southwest are final and binding in all matters relating to this Promotion, including eligibility to enter and selection of winners.
- 2. **Venture Madness**. This Promotion is being run in connection with Invest Southwest's Venture Madness Tournament (the "Tournament"), which is being administered by Invest Southwest through its board of directors, executive and other committees, chairs and their delegees and representatives (collectively, the "Tournament Authorities"). The Tournament will be conducted in six elimination rounds, as described on the Site. The Promotion awards prizes to those Entrants that most closely predict the actual outcome of the Tournament.
- 3. **No purchase necessary:** No purchase or payment is necessary to participate in the Promotion or win.
- 4. **Jurisdictions:** The Promotion is void where any aspect of the Promotion is prohibited by law or where registration, bonding or translation is required.
- 5. **Participation/Eligibility:** Starting at 12:00 pm Mountain Standard Time, January 9, 2015, and continuing through 5:00 p.m. Mountain Standard Time, January 18, 2015 (the "Promotion Period"), visit the Venture Madness website (www.venturemadness.com) (the "Site"), click on "Bracket" in the top right hand corner, create a login and completely fill out the Bracket (the "Entry Form"). Each Entrant is limited to one Entry Form per registered user. No purchase is necessary to receive an Entry Form.

Entrant must create a valid user login, including supplying a valid email address and user name as part of the entry process. No entries will be accepted after the Promotion Period. An Entrant must be an individual

who is legal resident of the U.S., and at least the age of majority in his or her jurisdiction. Participation or encouragement in "entry fraud" of any kind, which includes any inorganic method to generate entries either by machine or human, is prohibited (for instance, Amazon Mechanical Turk, scripts, use of anonymity services, etc.). Payment of cash, discounts or services in exchange for entries is prohibited. Mass broadcasts via email, phone or fax soliciting entries is prohibited.

The following individuals are not eligible to enter the Tournament: (a) any employee, officer or director of a Tournament Authority, public or private sponsors of the Tournament ("Sponsors") or marketing, webhosting, advertising and promotion agencies or similar companies providing support to, or otherwise affiliated with, the Tournament ("Administrators"); (b) any employee, officer or director of a parent company, division, subsidiary, affiliate, reseller or agent of a Tournament Authority, Sponsor or Administrator; (c) any individual participating in the judging of the Tournament ("Judges") and (d) any immediate family member (defined as mother, father, sister, brother, son, daughter or spouse) of a Tournament Authority, Sponsor, Administrator or Judge, or anyone living in the same household as any of these individuals.

- 6. **Monitoring:** To enforce these Rules, Invest Southwest may monitor the entries and look for unnatural entry patterns that appear suspicious and disqualify Entrants if Invest Southwest suspects that entries are being obtained by prohibited means. Invest Southwest reserves the right, but is not obligated, to review, reject and/or remove entries at any time as it deems appropriate in its sole discretion.
- 7. **Entry Form:** After creating a valid user login, Entrant must timely submit a complete Entry Form, choosing which of the 64 Tournament competitors will survive the head to head matchups through all six rounds of the Tournament to become the one, final Tournament winner. Entries will be scored using the following scoring system:
 - i) For each correctly selected round 1 matchup, Entrant receives 1 point.
 - ii) For each correctly selected round 2 matchup, Entrant receives 2 point.
 - iii) For each correctly selected round 3 matchup, Entrant receives 4 point.
 - iv) For each correctly selected round 4 matchup, Entrant receives 8 point.
 - v) For each correctly selected round 5 matchup, Entrant receives 16 point.

- vi) For each correctly selected round 6 matchup, Entrant receives 32 point.
- 8. **Winner Selection:** The Entrant with the highest points at the end of the Tournament will receive the first prize. The Entrant with the second highest points at the end of the Tournament will receive the second prize. In the event of a tie, winners will be selected by a random drawing of the tied Entries. The odds of winning will depend upon the number of Entrants. Limit of one prize per person for the Promotion Period and prizes may not be redeemed for cash.
- 9. Announcement of Winners: Promotion winners will be announced at the end of the Invest Southwest Conference on March 6, 2015. Winners do not need to be present to win. If not present at the time of the announcement, winners will be notified by electronic mail within 10 days after selection. Notification and prize will be sent to the winner's address of record. If the notification or the prize cannot be delivered to such address, the prize may be forfeited and an alternative winner may be selected. For a winners list, send a written request to Invest Southwest at the address set forth above.
- 10. **Prizes:** Invest Southwest will award: (1) one first prize, a thirteen inch 128GB MacBook Air (valued at approximately \$999); and (2) one second prize, a 64GB iPad Air 2 WiFi (valued at approximately \$599). ALL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF THE PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS.
- 11. License to Display: Entrant, by submitting an Entry Form, hereby grants Invest Southwest the right to display the Entrant's name and image on Invest Southwest marketing and promotional materials (including the Site) both during and following the term of the Promotion.
- 12. and Indemnification: BY PARTICIPATING Release PROMOTION, YOU ACCEPT ALL RISK AND CONSEQUENCES OF ENTRY AND PARTICIPATION AND AGREE TO RELEASE AND HOLD HARMLESS INVEST SOUTHWEST, ALL TOURNAMENT AUTHORITIES, SPONSORS, ADMINISTRATORS AND JUDGES AND ALL OTHER ENTITIES INVOLVED IN THE TOURNAMENT OR PROMOTION "PROMOTION PARTIES") (COLLECTIVELY. THE AND THEIR RESPECTIVE OFFICERS. DIRECTORS. SHAREHOLDERS. EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS FROM ANY LOSS, DAMAGE, COST, OR INJURY THAT ARISES FROM OR RELATES TO PARTICIPATION IN PROMOTION, OR WINNING OR USE OF A PRIZE, INCLUDING BUT NOT LIMITED TO: (I) LATE, LOST, DELAYED, DAMAGED,

MISDIRECTED, INCOMPLETE, OR UNINTELLIGIBLE ENTRIES; (II) TELEPHONE, ELECTRONIC, HARDWARE OR SOFTWARE PROGRAM, NETWORK, INTERNET, OR COMPUTER MALFUNCTIONS, FAILURES, VIRUSES OR DIFFICULTIES OF ANY KIND; (III) FAILED, INCOMPLETE, GARBLED. OR DELAYED COMPUTER TRANSMISSIONS: (IV) THE DOWNLOADING OF ANY MATERIAL IN CONNECTION WITH THIS PROMOTION; OR (V) ANY OTHER CONDITION THAT MAY CAUSE THE PROMOTION TO BE DISRUPTED OR CORRUPTED. SOUTHWEST RESERVES THE RIGHT, IN ITS SOLE DISCRETION AND WITHOUT PRIOR NOTICE, TO SUSPEND OR CANCEL THE PROMOTION OR ALTER THE RULES FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, IF AT ANY TIME A COMPUTER VIRUS. TECHNICAL PROBLEM, OR OTHER UNFORESEEABLE EVENT ALTERS OR CORRUPTS THE ADMINISTRATION OF PROMOTION. HOWEVER NOTHING IN THESE RULES SHALL LIMIT PROMOTION PARTIES' LIABILITY UNDER ANY CATEGORY OF LIABILITY WHICH UNDER THE LAW OF AN **ENTRANT'S** JURISDICTION CANNOT LAWFULLY BE LIMITED.

- 13. Governing Law: The Promotion and the rights and obligations of Invest Southwest and Entrants will be governed by and controlled by the laws of the State of Arizona, United States of America, applicable to contracts made and performed therein without reference to the applicable choice of law provisions. All actions, proceedings or litigation relating hereto will be instituted and prosecuted solely within the State of Arizona, Maricopa County. The parties consent to the jurisdiction of the state courts of Arizona and federal court located within such state and county with respect to any action, dispute or other matter pertaining to or arising out of the Promotion.
- 14. **Privacy:** Your information will be used for entry into the Promotion and may be used in the future by Invest Southwest to market this or any future Tournament. Invest Southwest does not disclose information to third parties without prior consent and only in the following limited circumstances: to financial entities regarding financial transaction issues; to a an auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding us to fulfill the service (service providers).
- 15. **Amendments**: Invest Southwest reserve the right, at any time and without notice, to add to, change, update or modify these Rules by posting such change, update or modification on the Site. Any such change, update or modification will be effective immediately upon such posting.

16. **Other Rules and Regulations**: Entrants must abide by rules and regulations of all other networks used during this Promotion including Facebook.