



Contest Rules

The Greater Milwaukee Committee for Community Development's initiative called "Scale Up Milwaukee" ("Sponsor") is pleased to present the 2023 Holiday Bonus Cash Prize for Small Businesses (the "Contest") subject to the following rules, terms, and conditions:

- NO PURCHASE NECESSARY TO WIN; A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.
- VOID WHERE PROHIBITED BY LAW.
- THE CONTEST IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM OR ANY OTHER MEDIA PLATFORM ON WHICH THIS CONTEST IS ADVERTISED. ENTRANT COMPLETELY RELEASES INSTAGRAM AND THE FACEBOOK COMPANIES FROM ALL RESPONSIBILITY OR LIABILITY RELATED TO THE CONTEST.
- BY ENTERING OR OTHERWISE PARTICIPATING IN THE CONTEST, YOU AGREE TO THESE OFFICIAL RULES, WHICH CREATE A CONTRACT SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, SUCH CONTRACT INCLUDES GRANTS OF RIGHTS AND INDEMNITIES TO SPONSOR FROM YOU, A CLASS ACTION WAIVER, AND A LIMITATION OF YOUR RIGHTS AND REMEDIES. WINNERS WHO ACCEPT PRIZES ARE DEEMED TO HAVE AGREED TO THESE OFFICIAL RULES.

1. **Eligibility.** To enter the Contest, the entrant must: (a) be a legal U.S. resident who physically resides in the United States and is 18 years old or older at the time of entry; and (b) be the sole or majority owner of a business domiciled in the state of Wisconsin. Employees of the Sponsor or the Sponsor's affiliates (including but not limited to Melnick & Melnick, S.C.), sales representatives, agencies, retailers, and wholesalers, and other vendor agencies involved in the Contest, their respective affiliates, related entities, and independent contractors, (collectively, "Affiliated Parties"), and their immediate family (parent, spouse, sibling, child, grandparent, grandchild, regardless of where they reside) and household members of all such employees, are NOT eligible to win. Contest is subject to all federal, state, and local laws and regulations. Void where prohibited or restricted by law. *Owners of businesses who are residents of Florida, New York, or Rhode Island are not eligible.*

2. **How to Enter.** To enter the Contest, entrant must submit a nomination at <https://www.surveymonkey.com/r/HolidayBonus23> (the "Entry Form") and by doing so, entrant accepts these Official Rules. Entrant must provide all information requested on





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the Entry Form. Only one nomination per business is permitted. If Sponsor receives more than one Entry Form related to a business, Sponsor will accept the first Entry Form received but will reject any additional Entry Forms received, in Sponsor's sole discretion. Entry Forms that are lost, late, incomplete, illegible, corrupted, falsified, mutilated, damaged, altered or otherwise irregular, misdirected nominations, deemed to contain obscene or offensive language, or entries not received for any other reason will be void and disqualified at Sponsor's sole and absolute discretion.

3. **Timing and Duration of Contest.** The Contest will run from November 15, 2023, until 11:59 p.m. (central standard time) on December 1, 2023.

4. **Prizes.** Sponsor will award a total of three cash prizes: (a) \$7,500 for the first-place winner; (b) \$5,000 for the second-place winner; and (c) \$2,500 check for the third-place winner (each a "Prize" and together the "Prizes"). The Prizes will be paid via check to each respective winner and delivered to them via U.S. mail on or by December 31, 2023. All taxes on the Prizes, if any, are the sole responsibility of the winner. Prizes are not transferable, and no substitution is allowed, except in Sponsor's sole discretion.

5. **Winner Selection and Chance of Winning.** Sponsor will use private selection to determine eligible entries and to select Contest winners. Chances of winning depend on the number of eligible entries received during the stated Contest Period.

6. **Winner Notification.** Sponsor will notify each entrant selected as a winner by (a) making an announcement at the Scale Up Milwaukee Holiday Party on December 14, 2023, during the programming from 5:00-8:00 p.m. at GATHER in the Deer District; and (b) sending a notification email on or before December 15, 2023, to the email address entrant supplied in their Entry Form. To be confirmed as a winner, the selected entrant must: (1) respond via email to the notification email within two (2) days of the date the notification email was delivered; and (2) if requested by Sponsor, winner must execute and return within a specified time an Affidavit of Eligibility, Publicity Release, and Release of Liability (collectively, "Winner's Documents"), that includes, without limitation, acceptance of the prize, tax information, assignment of rights, and/or mutually acceptable liability releases, as requested by Sponsor, except where prohibited by law. If the selected entrant cannot be confirmed as winner for any reason and/or Winner's Documents are not fully completed within the specified time or are returned as undeliverable, the winner may be disqualified and the Prize will be forfeited and an alternate winner will be chosen, at the discretion of the Sponsor.

7. **Disclosure of Use of Prizes Required.** Each Prize winner must provide Sponsor with information regarding how winner allocated or used the Prize within six (6)





months of accepting same. Winner agrees to timely provide information requested by Sponsor related to winner's use of the Prize.

8. **Publicity Authorization and Release.** Except where prohibited, by entering into this Contest or acceptance of selection as a winner, entrant or winner consents that their and their business's likeness, voice, biographical data, website, and/or social media posts relating to the Contest, including but not limited to photos shared by entrant or winner and photos or videos taken of entrant or winner by Sponsor, text authored by entrant or winner, the name of entrant or winner's business, and the name of the profile associated with the entrant or winner's social media account, may be used for advertising and promotional purposes by the Sponsor without limitation and without additional notice, compensation, or consent. Notwithstanding anything to the contrary stated herein, Sponsor is not obligated to mention, tag, or otherwise identify entrants or winners on Sponsor's or Affiliated Parties' websites or social media accounts.

7. **Agreement to Abide by Official Rules.** By entering this Contest or acceptance of selection as a winner, entrant and winner each agrees that they have read, accepted, and will abide by and be bound by these Official Rules and agrees that any dispute with regard to the conduct of this Contest, rule interpretation, or the awarding of a Prize shall be submitted to Sponsor, whose decision shall be binding and final.

8. **Release Of Liability.** By entering this Contest or accepting selection as a winner, entrant or winner agrees to release and hold harmless Sponsor, its affiliates, sales representatives, agencies, wholesalers, distributors and promotional and other vendor agencies involved in the Contest, their respective parent companies, affiliates, subsidiaries, service agencies, independent contractors, and the officers, directors, employees, agents and representatives of any of the above organizations ("Releasees") from any injury, loss or damage to person, including death, or property due in-whole or in-part, directly or indirectly, to the acceptance or use/misuse of the prize, participation in any Contest-related activity, or participation in the Contest.

9. **Limitation of Liability.** Releasees are not responsible for and each entrant and winner releases and holds harmless the Releasees from and against any and all losses, damages, actions, demands, liabilities or claims of whatever nature or kind arising out of, or in connection with a Prize or any portion thereof or this Contest. Without limiting the generality of the foregoing, the Releasees will not be responsible for any typographical or other error in the printed or other related material related of this Contest, the administration of the Contest, the selection of finalists and winners, in the





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announcement of the prize, including erroneous appearance of qualification for the prize, any entries or entrant disqualified for any of the reasons stated in these Official Rules, or any loss, damage or claims caused by, or in any way related to a Prize or the Contest.

10. **WARNING.** ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS. SHOULD SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGE FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW AND TO BAN OR DISQUALIFY SUCH PERSON FROM THIS AND FUTURE CONTEST.

11. **Disputes Regarding the Identity of Entrant or Winner.** Entries will be deemed made by the authorized account holder of the email account submitted at the time of entry. In the event of a dispute regarding the identity of the entrant, the individual who entered the Contest may be required to provide proof that they are the authorized holder of the identified email account. Sponsor shall have the right to settle any such disputes in any manner it deems reasonable.

12. **Changes To Contest, Official Rules.** Under no circumstances will more than the stated number of prizes be awarded. Sponsor reserves the right, in its sole and absolute discretion, to modify, cancel, or suspend this Contest, or to amend the Official Rules at any time, without prior individual notice, should any factor interfere with the administration, security, or proper operation of this Contest as contemplated by these Official Rules. If for any reason Sponsor is prevented from continuing with this Contest, or the integrity and/or feasibility of the Contest is undermined by any event including but not limited to fire, flood, pandemic, 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, provincial/territorial or local government law, order or regulation, order of any court or jurisdiction, Sponsor shall have the right, but not the obligation, in their sole and absolute discretion, to award a Prize from among all entries received to date.

13. **DISPUTES/CHOICE OF LAW.** EACH ENTRANT AGREES THAT (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS CONTEST, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND ANY JUDICIAL PROCEEDING SHALL TAKE PLACE IN A FEDERAL OR STATE COURT LOCATED IN MILWAUKEE COUNTY, WISCONSIN; (2) ANY AND ALL CLAIMS, JUDGMENTS, AND





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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 (3) UNDER NO CIRCUMSTANCES WILL ENTRANT OR WINNER BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT OR WINNER HEREBY WAIVES ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL, AND CONSEQUENTIAL DAMAGES, AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS, WINNERS, AND THE SPONSOR IN CONNECTION WITH THIS CONTEST SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS OF ANY OTHER JURISDICTION THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THOSE OF THE STATE OF WISCONSIN.

14. **Rules Govern.** The Contest will be run in accordance with these Official Rules, which shall prevail, govern, and control in the event of any inconsistency with any Contest-related materials. These Official Rules are subject to change from time to time at Sponsor's discretion, and only the currently posted Official Rules will apply.

15. **Sponsorship.** The Contest is sponsored by The Greater Milwaukee Committee for Community Development, a Wisconsin non-stock corporation.

Short Form Rules

NO PURCHASE NECESSARY. Void where prohibited. Open to U.S. residents who are 18+ and are sole or majority owners of businesses domiciled in Wisconsin, excluding Florida, New York, and Rhode Island residents. Contest begins on November 15, 2023, until 11:59 p.m. (central standard time) on December 1, 2023. Odds of winning depend on the number of entries. Subject to official rules available at <https://www.surveymonkey.com/r/HolidayBonus23>. Prizes available include (a) \$7,500 for the first-place winner; (b) \$5,000 for the second-place winner; and (c) \$2,500 check for the third-place winner.

