

## **\$100,000 Small Business App Showdown**

### **Official Rules**

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

**1. Eligibility:** \$100,000 Small Business App Showdown (the "Contest") is open worldwide, except for legal residents of Cuba, Burma/Myanmar, Iran, North Korea, Sudan or Syria or as where otherwise prohibited, to persons who are at least eighteen (18) years old at the time of entry. Employees of Intuit, Inc., Intuit USA, HelloWorld, Inc., and any of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

**2. Sponsor:** Intuit, Inc., 2700 Coast Ave., Mountain View, CA 94043, U.S.A. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075, U.S.A.

**3. Agreement to Official Rules:** Participation in this Contest constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to this Contest. Winning a Finalist Prize or the Grand Prize is contingent upon fulfilling all requirements set forth herein.

**4. Timing:** The Contest begins on February 27, 2019 at 12:00 a.m. Pacific Time ("PT"), ends on November 8, 2019 at 11:59 p.m. PT (the "Contest Period") and consists of four (4) phases (each a "Phase") as outlined below.

| <b>Phase</b>        | <b>Start date at 12:00 a.m. PT</b> | <b>End date at 11:59 p.m. PT</b> |
|---------------------|------------------------------------|----------------------------------|
| Submission          | February 27, 2019                  | August 15, 2019                  |
| Voting              | August 16, 2019                    | September 15, 2019               |
| Finalist Judging    | September 16, 2019                 | September 22, 2019               |
| Grand Prize Judging | November 7, 2019                   | November 7, 2019                 |

Administrator's computer is the official time-keeping device for the Contest.

**5. How to Enter:** During the Submission Phase, visit <http://intuit.me/publishyourapp> and successfully complete the publishing process described here: <http://intuit.me/publishyourapp> to successfully list your app on QuickBooks Apps.com. Then, visit [SmallBusinessAppShowdown.com](http://SmallBusinessAppShowdown.com) and follow the links and instructions to complete and submit your contest registration form, including a valid email address, your app ID, and <https://apps.intuit.com/> App URL. ("Submission"). If a company or a group of people is responsible for the creation of a Submission, an authorized representative of the company/group must register for the Contest on the company's/group's behalf. He/she will need to register for the Contest as outlined above. ***Only apps that are published for the first time on apps.com from August 16, 2018 – August 15, 2019 will be considered in this Contest.***

Submissions generated by script, macro or other automated means are void. In the event of a dispute as to any Submission, the authorized account holder of the email address used to register will be deemed to be the entrant and must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each entrant may be required to show proof of being an authorized account holder. Released Parties (as defined in Section 10, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed, or misdirected Submissions; all of which will be void.

**6. Sponsor's Use of Submissions:** Uploading a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to

incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

**7. Winner Determination:** Winners will be determined according to the process set forth below.

**a. Voting Phase:** Entrants' Submissions will be posted in an online gallery for public voting at the Website. To cast a vote, voters must follow the links and instructions to provide their valid email address. Then, they will be invited to vote for the Submission they believe has the most public appeal. Limit: Each person may vote one (1) time per day during the Voting Phase. Multiple votes received from any person or email address in excess of the stated number will be void. Any attempt by any entrant or voter to obtain more than the stated number of votes by any fraudulent or inappropriate means, including without limitation, offering prizes or other inducements to members of the public as determined by Sponsor in its sole discretion, by using any automated program, by using multiple/different email addresses, identities, registrations and logins, or any other methods, will void those votes for the entrant's Submission and entrant may be disqualified as determined by Sponsor in its sole discretion. The public vote tallies will be used to determine the score for Public Appeal (included in the Judging Criteria described below) for each entrant's Submission. Entrants who receive a higher number of votes will receive a higher Public Appeal score. Sponsor reserves the right to revise voting tallies or not consider the score generated for the Public Appeal criterion for purposes of determining the winners should the voting appear to have been tampered with or manipulated in any way.

**b. Finalist Judging Phase:** A panel of qualified judges, determined by Sponsor in its sole discretion, will select up to ten (10) entrants with the highest-scoring Submissions ("Finalists") based on the following Judging Criteria:

- Public Appeal – Results from the Voting Phase (as outlined in 7 (a)) (5%);
- Number of 5 Star Reviews (10%);
- Number of Connections to paid subscriptions to QuickBooks Online gained since publishing the app on Apps.com (10%);
- Quality of Integration with QuickBooks Online – how deep and well done is the QuickBooks Online Integration (25%);
- Innovation – how well the Submission solved a small business problem and how different Submission is from other apps in the market (25%); and
- Impact – Addressable market, accessibility and size of small business problem/market impact as it relates to the solved problem and value (25%).

In the event of a tie, the entrant whose Submission received the highest score for Impact – Addressable market, accessibility and size of small business problem/market impact as it relates to the solved problem and value as determined by the qualified judges, in their sole discretion, will be deemed the applicable potential Finalist. Sponsor reserves the right to select fewer than the stated number of Finalists, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions. Sponsor will not disclose judging scores.

Potential Finalist winners will be notified by email, mail or phone on or around September 30, 2019. Except where prohibited, each potential Finalist will be required to sign and return a Declaration of Compliance, Liability and Publicity Release, which must be received by Administrator within seven (7) days of the date notice or attempted notice is sent, in order to claim the applicable prize. If a potential Finalist cannot be contacted, fails to execute and return the Declaration of Compliance, Liability and Publicity Release or provide any other requested information within the required time period (if applicable), does not comply with the Official Rules, or prize is returned as undeliverable, the potential Finalist forfeits the prize. If a potential Finalist winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Sponsor's sole discretion. Only three (3) alternate winners may be determined, after which the applicable prize will remain un-awarded.

**c. Grand Prize Judging Phase:** During the QuickBooks Connect event, each Finalist will have the opportunity to present his/her Submission (in a "Presentation"). A panel of qualified judges, determined by Sponsor in its sole discretion, will select one (1) Finalist with the highest-scoring Presentation ("Grand Prize Winner") based on the following Grand Prize Judging Criteria:

- Innovation – how the Submission solved a small business problem and how different Submission is from other apps in the market (34%);
- Business Potential for app. Does the app have a chance at being successful in the marketplace? (33%); and
- Impact – Addressable market, accessibility and size of consumer problem/market impact and value (33%).

Subject to the Finalist's compliance with these Official Rules, the Finalist whose Submission receives the highest score will be deemed the potential Grand Prize winner. In the event of a tie, the entrant whose Submission received the highest score for Impact as determined by the qualified judges in their sole discretion, will be deemed the applicable potential winner from amongst the tied Finalists. Sponsor will not disclose judging scores.

**8. Grand Prize Winner Requirements:** The potential Grand Prize Winner will be notified at QuickBooks Connect on or around November 7, 2019. The potential Grand Prize Winner (parent/legal guardian if a minor in his/her country of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver and, where not prohibited, a Publicity Release ("Declaration") or a W-8BEN, which must be received by Administrator within seven (7) days of the date notice or attempted notice is sent, in order to claim his/her prize. If the potential Grand Prize Winner cannot be contacted, fails to execute and return the Declaration or provide any other requested information, within the required time period (if/as applicable), does not comply with these Official Rules, potential winner forfeits the prize. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Sponsor's sole discretion. Only three (3) alternate winners may be determined, after which the applicable prize will remain un-awarded.

**9. Prizes:** ONE (1) GRAND PRIZE: A \$100,000 check. Approximate Retail Value ("ARV"): \$100,000 USD. U. S. Tax Liabilities: For all non-U.S. winners, 30% of the prize value accepted will be withheld and remitted to the U.S. Internal Revenue Service to comply with U.S. tax laws.

TEN (10) FINALIST PRIZES: Each Finalist will receive: **(i)** featured space in a Finalists gallery at QuickBooks Connect exhibition hall; **(ii)** a QuickBooks Connect pass; **(iii)** opportunity to demonstrate and pitch app to a panel of judges and compete for \$100,000 Grand Prize, as outlined in Section 7 (c) above; **(iv)** one (1) additional QuickBooks Connect pass for a business partner; and **(v)** three (3) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy). All expenses and travel costs not expressly stated in the package description above, including but not limited to, air transportation, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of Finalist. **Finalist and travel companions are solely responsible for obtaining valid passports and any other documents necessary for international travel (if applicable).** ARV: \$5,000 USD.

For All Prizes: Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize (or a component thereof) for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: One (1) Finalist prize and one (1) Grand prize per person. Grand Prize will be fulfilled 8 – 10 weeks after the end of the Contest.

**10. Release:** By receipt of any prize, each winner agrees to release and hold harmless the Sponsor, Intuit USA, Administrator, and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize,

including any related travel.

**11. Publicity** Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, place of residency, likeness, photo, Submission, and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

**12. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible Submissions received up to time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the Submission process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Submissions. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**13. Limitations of Liability:** Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions or votes or the tabulating of votes, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize (including any travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third-party use of any Submission.

**14. Disputes:** Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) 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 (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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 the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the 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 the State of Michigan.

**15. Entrant's Personal Information:** By participating in this Contest, each entrant understands that Sponsor will transfer to Administrator, which is located in the United States, personal data (which has different data protection laws and may not protect your personal data in the same ways your data would be protected in the European Union). The personal data will be used for purposes of administration of the

Contest. All information submitted to the Sponsor and Administrator as part of this Contest will be treated in accordance with the Sponsor's privacy policy, available at <https://security.intuit.com/privacy> and Administrator's privacy policy at <http://www.helloworld.com/privacy-policy>. Personal information will be used to: (a) contact potential Finalists/winner; and (b) if an entrant selects to receive additional information from the Sponsor on the registration form, to send additional information to that entrant. Entrants have the right to access, withdraw, and correct their personal data. Entrants may request such action by sending a message to "\$100,000 Small Business App Showdown" Opt-out Request HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075, U.S.A. The data controller is the Sponsor. The data recipients are the Administrator and the Sponsor. The personal data of the entrant will be stored by Administrator on servers located within the United States. Data will be processed in compliance with applicable data privacy laws.

**16. Winner List:** For a winner list, visit <http://bit.ly/2T8Z6EV>. The winner list will be posted after winner confirmation is complete.

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