

## Official **Rules** for the Telarus Shark Tank

### AGREEMENT TO OFFICIAL **RULES**.

Entry into the Telarus Shark Tank ("Contest") is available on the World Wide Web at [www.telaruspartnersummit.com/sharktank](http://www.telaruspartnersummit.com/sharktank) ("Site"). Entry or participation in the Contest constitutes Entrant's full and unconditional agreement to and acceptance of these Official **Rules** and the decisions of the Host and its judges, which are final and binding. Entry, participation and/or winning a prize is contingent upon fulfilling all requirements set forth herein.

The Host of this Contest, Telarus, Inc. ("Host") reserves the right to cancel this Contest for any reason that it deems appropriate, including, without limitation, a computer virus, bug or other technical problem or force majeure situation that corrupts the administration, security or proper functioning of this Contest. Should this Contest be cancelled prior to the final date for entry, or any time during the Contest, notice will be posted on the Site or prior to the Contest.

### ELIGIBILITY.

This Contest is a competition involving substantial skill. This Contest is open only to (i) natural persons age 18 and older, and, (ii) who are current independent sales agents of the Host.

*Entrant represents and warrants that Entrant has the right, power and legal capacity to enter into the Contest, participate and perform all obligations hereunder. All Entrants are responsible for ensuring their submissions and participation in the Contest are in compliance with all legal requirements of their respective jurisdictions. The Contest and prizes are subject to all applicable federal, state, and local laws and regulations. The Contest and prizes are void where prohibited and otherwise restricted.*

### ENTRY.

To enter, Entrants must complete and submit the online registration information. Entrants must enter on an individual basis. No team Entrants will be allowed. No Entrant may enter more than once.

*The Host may disqualify any Entrant during or after the Contest period, if the Entrant (i) harms or publicly disparages the Host during or after the Contest period, (ii) the Host learns of the Entrants previous, current or future, immoral, illegal, or inappropriate acts, (iii) Entrant provides false information about, or publicly disparages, the Contest to the Host or to the public, or (iv) the Entrant does not obtain the Host's prior written approval before providing interviews or public comment related to the Contest.*

Entrants shall not use the trademarks of the Host or sponsoring companies, or falsely associate themselves with the Host or sponsoring companies, before, during or after the Contest period. You acknowledge and agree that you have no right to seek, and shall not seek, compensation from the Host or any of the Contest's sponsoring companies for any work related to the Contest.

### INNOVATION PLAN.

For the first round of judging, each Entrant must submit her or his [Innovation Plan] entry online at the Site by 11:59 P.M. (Utah/Mountain Daylight Time) May 25, 2017. Entries shall respond to innovation questions prepared by the Host. Each Innovation Plan entry should also meet the judging criteria discussed under "Selection of the Winner" below.

Each Entrant should not presume the Innovation Plan has been appropriately submitted and accepted until receiving a confirmation email from the Host. The Host is not responsible for Innovation Plan entries that are late, incomplete, lost, stolen, misdirected or non-deliverable due to any reason whatsoever, including, without limitation, online communication malfunction or failure, computer or computer program malfunction or failure or human error that may occur in the processing of entries to this Contest. In the event of a dispute about the identity of any Entrant, an online registration will be declared as if made by the authorized account holder of the e-mail address submitted at the time of entry. Unlawful, late, unintelligible, illegible, obscene, indecent or incomplete Innovation Plan entries will be disqualified. The Host reserves the right to scrutinize all Innovation Plan entries for these requirements at any time.

All portions of the Innovation Plan entries become the property of the Host and the sponsoring companies and will

not be returned. In consideration of, and as a condition to the eligibility of each Innovation Plan entry under the terms of this Contest, each Entrant hereby irrevocably and exclusively assigns, transfers and conveys to Host and the applicable sponsoring company, effective upon submission of a Innovation Plan entry in this Contest, all right, title and interest in and to the Innovation Plan entry submitted as Entrant's entry, all other submissions, and any related improvements and derivative works, including all associated copyright and other intellectual property rights, along with waiving any moral rights.

Each Entrant also warrants and represents that the Entrant is the sole author and creator of the Innovation Plan entry submitted, that Entrant's Innovation Plan entry does not violate any applicable law and that Entrant's Innovation Plan entry does not infringe or violate any intellectual property right held by a third person.

#### **FIRST ROUND.**

First Round of judging will take place on June 1, 2017, to identify Entrants with the top three (3) plan entries. There will be two phases of judging in the First Round. In phase one, each Innovation Plan entry will be evaluated by two (2) or more judges, comprised of executives of the Host, using a 100-point scale and a judging scorecard. Each Innovation Plan will be awarded points based upon the criteria on the judging scorecard, as these criteria are generally detailed on the appropriate Web page of the Site. In phase two of the First Round, at least the top six (6) Innovation Plan entries in point value will then be judged again by no fewer than [two] judges using a 100-point scale, a judging scorecard and the point system discussed above. The top two (2) Innovation Plan entries for each sponsoring company's innovation question will proceed to the Final Round. The top three (3) Innovation Plan entries will be announced.

The Entrants with the top three Innovation Plan entries will be notified as soon as possible after the selection of the top three Innovation Plan entries.

#### **FINAL ROUND.**

Final Round of judging will take place on Wednesday, June 25, 2017. This round of judging will be an oral competition among the top three (3) Entrants from the First Round of judging. Entrants may not seek assistance from any person. Entrant may bring props to demonstrate their idea. If Entrant would like to use the overhead projector or laptop, they must notify the Host by Thursday, June 15, 2017. Use of any other resources, such as reference material(s), must be authorized by the Host, who will make all decisions about the use of other resources in the Host's sole discretion.

The order in which Entrants present their Innovation Plans will be determined randomly by the Host, with all Entrants present. Entrants may view presentations by all competing Entrants. Each Entrant will have no more than five (5) minutes to orally present his or her Innovation Plan to the live audience of observers. At the end of the five (5) minute period, a moderator will stop the presentation, whether the Entrant has finished or not. At this time, the Host panel will ask question about the Innovation Plan. Questions may also be asked from the audience at the discretion of the Host. At the end of all three (3) presentations, the live audience will vote their choice of the best Innovation Plan presentation by using an electronic voting system.

The winner will be declared from the top vote getter from the live audience. The winner will be determined at the sole discretion of the voting results from the live audience, which will be final and binding. The Host reserves the right to change the format of the Final Round of the competition. In the case of a tie of votes, the judges will make the final determination of a winner.

#### **PRIZES.**

One first-place grand prize of \$10,000 will be awarded. The one (1) first-place grand prize is guaranteed to be awarded.

Except where prohibited, each potential winner will be required to complete, sign and return an Affidavit of Eligibility and Liability/Publicity Release ("Affidavit/Release") within seven (7) days of being notified. Failure of potential winner to sign and return the Affidavit/Release within the required time period may result in such winner's forfeiture of the potential prize and selection of an alternate winner(s) from remaining eligible entries. All Prizes are not transferable or refundable and must be accepted as awarded. No substitution may be made, except at

the sole discretion of the Host, who reserves the right to substitute the Prize with another prize of equal or greater value, as determined by the Host in its sole discretion. All federal, state, and local taxes, and all other expenses not specifically mentioned herein are the sole responsibility of the winners. Other restrictions may apply.

#### **ODDS OF WINNING.**

The odds of winning depend upon the total number of entries received.

#### **SELECTION OF THE WINNER.**

One grand prize Entrant will be selected based upon the live audience of observers. The Entrants allow the Host or sponsoring companies to use Entrant's name, likeness, voice, entry contents, biographical data, statements and any other related information for any purpose worldwide, in perpetuity, without notice, attribution or compensation (other than the specific prizes described herein) to Entrant, Entrant's successors or assigns, or any other entity, except where prohibited by law.

The Host is not responsible for any selection procedure notifications or other communications that are late, lost, stolen, misdirected, non-deliverable or illegible due to any reason whatsoever.

#### **LIST OF WINNERS.**

The names of the first-place grand prize winner may be posted on the Site after the selection procedures have been fully satisfied.

#### **PRIVACY.**

*By participating in the Contest, each Entrant authorizes the Host to collect, use, process, transfer and store all data and Innovation Plans provided by Entrant, including without limitation, personal data, to the United States, or any location(s) throughout the world that the Host deems necessary, whether within Entrant's country of residence or elsewhere, and with such party(ies) as the Host deems appropriate, for purposes of administration of the Contest. All information submitted to the Host as part of this Contest will be treated in accordance with the Host's privacy statements, available at [www.telarus.com](http://www.telarus.com). Personal information will be used only to: (a) provide information about the Contest; (b) contact and publicize the Contest, Entrants and potential winners; and/or (b) if an Entrant selects to receive additional information from the Host on the entry form, to send additional information to that Entrant during or after the Contest period. Entrants have the right to withdraw and correct their personal data, but Entrants are not allowed to re-submit new Innovation Plans. Directions on procedures for submitting corrections to personal data are provided in the privacy statement of the Host.*

#### **MISCELLANEOUS.**

*The decisions of the Host are final with respect to all aspects of this Contest. The Contest and these Official [Rules](#) will be governed, construed and interpreted under the laws of the State of Utah, USA, without regard to choice of law principles. In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, or any condition caused by events beyond the reasonable control of the Host that may cause the Contest to be disrupted or corrupted, the Host may, in its sole discretion, either: (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official [Rules](#); or (b) award the prize from among the eligible entries received up to the time of the impairment. The Host reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process, the operation of the Contest, to be acting in violation of these Official [Rules](#), or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Host reserves the right to seek damages from any such person to the fullest extent permitted by law. The Host's failure to enforce any term of these Official [Rules](#) shall not constitute a waiver of that provision. In the event an insufficient number of entries are received, the Host reserves the right to cancel the Contest and shall be under no obligation to award the prizes. If you have any questions about these Official [Rules](#) or the Contest, please send written questions to Amy Bailey at [abailey@telarus.com](mailto:abailey@telarus.com). "Click-wrap" acceptance of these Contest [Rules](#) shall constitute effective execution and delivery of this Agreement by you.*

#### **RELEASE AND LIMITATIONS ON LIABILITY.**

*By participating in the Contest, Entrants agree to release and hold harmless all directors, trustees, officers and*

*employees of the Host, and its subsidiaries, affiliates, legal representatives, licensees, agents, advertising and Contest agencies (the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest, or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, misdirected, incorrect, garbled, or incompletely received entries; (e) errors in the administration of the Contest or the processing of entries; or (f) 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 acceptance, receipt, use, or misuse of any prize; or travel to any Contest-related events; and (g) any claims based on publicity rights, copyright/trademark infringement, intellectual property rights, defamation or invasion of privacy and merchandise delivery. Entrant further agrees to release the Released Parties and their designees and assigns from any liability whatsoever, and waive any and all causes of action, for any claims, costs, injuries, losses and damages of any kind arising out of or in connection with the Contest or acceptance, possession, or use of any prize (including, without limitation, attorneys' fees, claims, costs, personal injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. The Host is not responsible if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of god, acts of war, natural disasters, weather or acts of terrorism.*