

SEMA LAUNCH PAD CONTEST RULES

These terms and conditions describe legal requirements and restrictions for each participant ("Contest Participant") in the contest sponsored by the Specialty Equipment Market Association ("SEMA") known as SEMA Launch Pad (the "Contest").

By participating in this Contest, Contest Participant agrees to be bound by these Official Terms and Conditions, all applicable federal, state, and local laws, and the judging decisions of SEMA. These Rules form a binding legal agreement between You and SEMA with respect to the Contest. SEMA reserves the right to cancel, modify, or suspend the Contest in its sole discretion.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE, PAYMENT, OR FINANCIAL CONTRIBUTION OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited or restricted by law. All Federal, state, and local laws and regulations apply.

Sponsor:

SEMA is a section 501(c)(6) organization ("SEMA" or "Sponsor"), 1575 S. Valley Vista Drive, Diamond Bar, CA 91765. This Contest begins on March 16, 2020 and ends November 6, 2020.

SUBMISSIONS

Each Contest Participant must submit an online application. If selected as a semi-finalist, the participant must film a three-minute or shorter video to compete in the next round as described below.

Contest Participant must only submit self-generated content or content for which Contest Participant has all the necessary permissions. Although a patent or trademark registration is not required, SEMA strongly suggests content has appropriate intellectual property protection. Contest Participant certifies that he/she has ownership rights to the content submitted to the Contest including, but not limited to, any intellectual property rights (ex: trademark, copyright, patent). The content must be a service or a product in a prototype stage. Product must be eligible for shipment within ninety (90) days after the close of the 2020 SEMA Show.

ELIGIBILITY

OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES AND THE DISTRICT OF COLUMBIA WHO HAVE A VALID EMAIL ADDRESS. THE CONTEST IS VOID IN ANY JURISDICTION IN WHICH IT IS PROHIBITED BY LAW. NO PURCHASE NECESSARY TO ENTER OR WIN THE CONTEST.

Contest Participant must be:

1. The business owner, company's leading executive (ie. president, CEO, CFO, COO), or vice president (with ownership stake), as participant on behalf of the company;
2. At least 18 years of age (except residents of Alabama and Nebraska, who must be 19 years of age or older) as of the date of application and under the age of 40 at the time of the closing of the 2020 SEMA Show on November 6, 2020;

3. Legal resident of the United States and have a valid email address. SEMA is not responsible for any change of email address of Contestant Participant. SEMA's use of this email address will be consistent with its privacy policy www.sema.org/sema-privacy-policy.

[4. Previous Grand Prize winners are not eligible to enter again using the same service or product which previously won.](#)

Directors, officers, employees, and interns of SEMA, any of its affiliated or related organizations, web masters and web suppliers, vendors, agents, professional advisors, consultants, contractors, and immediate families of each (parents, spouse, life partners, children or siblings, wherever they reside) and members of the households (whether related or not) are not eligible to enter.

Limit (1) one entry per person for the Contest. VOID WHERE PROHIBITED. Any person entering the Contest covenants and agrees to be bound by these Official Contest Rules herein and may be required to execute and deliver such other documents SEMA may deem appropriate. Sponsor retains the ultimate decision, in its sole discretion, as to which Contest Participants are eligible and reserves the right to cancel or reject any entries for any reason or for no reason. Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that term.

By submitting an entry, Contest Participant agrees to these Official Rules, which are final and binding in all respects, and further agrees not to sue or assert any claim against Sponsor in connection with the Contest; provided, that if applicable law prohibits such a covenant, release or waiver of claims, Contestant hereby waives the right to seek or accept damages in any proceeding and to reimburse Sponsor for any and all expenses or costs associated with such claim (including attorneys' fees, court costs and the amount of any judgment or settlement).

CONTEST PERIOD

The Contest begins at 12:00 a.m. Pacific Time ("PT") on March 16, 2020 and ends at the close of the 2020 SEMA Show on November 6, 2020.

Selection Criteria

- The business owner, company's leading executive (ie. president, CEO, CFO, COO), or vice president is the participant on behalf of the company. The business owner/executive /vice president will complete the online application. The deadline for initial applications is May 3, 2020.
- Applicants do not need to be a SEMA and/or a Young Executives Network (YEN) member but must be under the age of 40 at the time of the closing of the 2020 SEMA Show on November 6, 2020.
- The competing business must offer a product or service that is a functioning prototype that must be eligible for shipment within ninety (90) days after the close of 2020 SEMA Show.
- There are no requirements for intellectual property protection on the product /service but it is strongly suggested.
- The applications will be judged by a YEN Task Force, composed of industry young professionals, who select up to the top fifteen (15) Contest Competitors (Participants) as Semi-Finalists.

- Semi-Finalists earn a spot to attend the Exhibitor Summit Experience (Summit) in Las Vegas June 24-26TH). Semi-Finalists will travel to the Exhibitor Summit at their own expense. SEMA provides event registration, hotel, meals onsite, and a maximum of a \$500 Grant to be used towards coach flight expenses (booked through SEMA's travel agency) or mileage driven. If actual travel expenses are less than \$500, a Semi-Finalist is not entitled to the difference in amount. All other expenses are the sole responsibility of the Semi-Finalist. The participant in the original application must be the person participating in the Exhibitor Summit. No substitutions are permitted.
- Semi-Finalists will be filmed at the Summit giving a three-minute video pitch on their company's innovative product or service.
- Semi-Finalists will be narrowed to the Top Ten (10) competitors via a Facebook video voting competition held August 3, 2020 to September 11, 2020. The Top Ten competitors will be selected by the highest quantity of votes, with a minimum of four spots guaranteed for manufacturers. SEMA, at its sole discretion, may disqualify votes based on fraud or misrepresentation. SEMA reserves the right to modify the Contest Rules, and the terms and conditions of this voting process at any time in its sole discretion.
- The Top Ten competitors will be judged by a Manufacturer Representatives Task Force, composed of industry manufacturer reps, who select the top five (5) competitors as the Finalists. The same participant in the original application must make the three-minute video pitch and if selected as a Finalist pitch at the Live Event. No substitutes will be allowed.
- Top Ten competitors (including the Finalists) will travel to the SEMA Show in Las Vegas, Nevada at their own expense where they will receive a "kiosk" style booth at the 2020 SEMA Show in Las Vegas, November 3 – November 6, 2020.
- Finalists compete in the live event on Monday, November 2, 2020 where a panel of judges will select one (1) Grand Prize winner. Contest Competitors must participate in the "kiosk" style booth and at the live event to be eligible for the Grand Prize. The same participant in the original application must participate at these SEMA Show events. No substitutes will be allowed.
- SEMA alone shall construe these Contest Rules. SEMA reserves the right in its sole and absolute discretion to verify in the final analysis whether a Contest Participant, potential Semi-Finalist and/or Top Ten competitor has fully complied with these Official Contest Rules.

Prizes

GRAND PRIZE: 1 Winner – Total Prize Value: \$25,437 – \$27,337

- The finalist, top ten and semi-finalist prizes plus:
- \$10,000 to be used for the benefit of your business **Value: \$10,000**
- 10' x 10' Turn-key Exhibit Space with Premium Placement at the 2021 SEMA Show* **Value: 2,695.00**
- One full-page, four-color advertisement in SEMA News magazine **Value: \$5002.25**
- Up to three hours of free custom scanning services at the SEMA Garage **Value: \$195.00**
- One-year Tech Transfer Subscription (must qualify) **Value: \$360.00**

FINALISTS PRIZE: 5 Competitors – Total Prize Value: \$7184.75 – \$9084.75

- The top ten and semi-finalist prizes plus:
- Invitation to pitch at the Live Event for the grand prize held on Nov. 4, 2020.

- SEMA Data Co-op: 50% discount effective for the first year for the entry tier, up to 39 part numbers. **Value: \$594.00**
- One - ½ page, four color advertisement in SEMA News Magazine. **Value: \$3055.75**
- One Live Chat on YEN's Facebook page talking about how you started the business and experience at Launch Pad.

TOP TEN: 10 Competitors – Total Prize Value: \$3535.00 - \$5435.00

- The semi-finalist prizes plus:
- Complimentary 2019 SEMA Show "Kiosk" Booth* **Value: \$2195.00***
- Two exhibitor passes to the SEMA Show
- Two tickets to the SEMA Banquet **Value: \$100.00**
- Onsite Lead Retrieval Tool Value: **\$490.00**
- One-hour mentoring session with an industry leader
- Widespread awareness of your brand and business

SEMI-FINALISTS PRIZE: 15 Competitors – Total Prize Value: \$750.00 - 2650.00

- One-year SEMA Membership. **Value: \$100.00 - \$2000.00****
- Complimentary registration to the 2019 Exhibitor Summit, 2 nights of hotel and meals at the event (June 18 & June 19)
- \$500 award to be used toward flight cost to the 2019 Exhibitor Summit. **Value: \$500.00**
- License to use the SEMA-filmed pitch video on company marketing deliverables.
- Widespread awareness of your business through SEMA communication channels
- One-year SEMA Council Membership of your choice. **Value: \$150.00**
- One professional Launch Pad video to be hosted on the SEMA YouTube Channel.

*No changes are permitted to the booth layout. Company does not accrue SEMA Show seniority points by reason of exhibiting at a 2020 SEMA Show kiosk booth in the New Products Showcase area or the turn-key exhibit space with premium placement at the 2020 SEMA Show.

**SEMA membership dues are based on business type and annual sales, ranging from \$100 to \$2,000. Maximum value of SEMA membership is \$2,000.

The prizes being awarded may constitute income under applicable federal, state, and local tax laws. All taxes on or in connection with prizes, and the reporting consequences thereof, are the sole and exclusive responsibility of the prize-winning company. Tax liability is based on the value of the prizes. All prize winners must complete a W-9 in order to receive a prize. If required, a winner is responsible for providing a Social Security Number and other necessary information to Sponsor for the purpose of filing a Form W-9 and Form 1099-MISC with the Internal Revenue Service.

Other than as provided for herein, all other expenses or costs of participation are borne by the Contest Participant.

*No changes are permitted to the booth layout. Company does not accrue SEMA Show seniority points by reason of exhibiting at a 2020 SEMA Show "Kiosk" Booth or the "Turn-key" Exhibit Space with Premium Placement in the 2021 SEMA Show. Company may purchase up to two (2) additional

exhibitors passes beyond the complimentary allotment of two (2) exhibitor badges for use by company staff and/or spouse.

SEMA is not responsible for any problems related to the delivery of any prize, including, but not limited to, theft, delay, loss or other issues that may arise during delivery. If a winner does not accept the prize and/or does not agree to be bound by these terms upon being contacted by SEMA, the prize shall be forfeited and SEMA may award the prize to an alternate.

The prize is non-transferable and may not be redeemed or exchanged for cash or other alternative goods or services.

SEMA reserves the right to substitute prizes. Any difference in prize value as a result of such substitution will not be awarded. No transfer, substitution or cash equivalent for prizes is allowed, except at Sponsor's sole discretion. Each Contest Participant is limited to a total of one (1) prize per person. Odds of winning depend upon the number of Contest Participants.

Should a winner choose not to accept the prize, if winner fails to return the winner affidavit and release materials, or if two (2) attempts to contact winner by phone and/or email are not successful, or if prize is not otherwise claimed, there is no cash option and the prize is forfeited. Sponsor may require winner to sign an affidavit of eligibility and liability/publicity release. The prize is not transferable or assignable. Prize may not be redeemed or exchanged for cash or other alternative goods or services, except that Sponsor reserves the right to substitute a prize of equal or greater value for the prize or any part of it. A forfeited prize may be awarded to an alternative winner. These Rules apply to all Contest Participants. Sponsor shall make all determinations as to whether the Rules have been met and the decision of the Sponsor is final. The winner will be notified by telephone and/or other means within fourteen (14) days of the winner being announced. To claim the prize, the winner should follow the instructions and comply with the conditions contained in the notification. The potential winner shall have seven (7) days after being notified to respond or forfeit the prize. In the event that potential winner does not respond to Sponsor's attempts to contact them or are otherwise disqualified such that Sponsor is unable to award the prize, Sponsor may award the prize to another Contest Participant. Award of the prize will be made upon written acknowledgement of, and full compliance with, the requirements listed herein, including but not limited to, execution of an affidavit of eligibility, release of liability, and tax-related documents, as well as any other legal, tax or regulatory documents required by Sponsor in its sole discretion. Winners/finalists must satisfy all eligibility requirements before the prize is awarded. For the name of the winners, send a properly stamped self-addressed envelope, to be received by November 8, 2021 to SEMA, Attn: SEMA Marketing Department. Vermont residents may omit return postage.

Except as specifically provided herein, the prizes do not include taxes, insurance, telephone charges, personal expenses, travel arrangements between winner's/finalist's home and The SEMA Show/live event, ground transportation, gratuities, passenger facility charges (PFCs), departure taxes, incidental charges, or any other item not specifically described in these Official Rules, and all expenses for any of the foregoing are the sole responsibility of the prize winner. Winner must be able to travel on dates specified by Sponsor. If Sponsor cannot find a winner who is able to travel on required dates, the prize may not be awarded. Prize cannot be used in conjunction with any other promotion or offer and may not be separated. The prize may not be transferred or assigned except by Sponsor. Only the listed prize will be awarded and no substitutions, cash equivalents or redemptions will be made, except that Sponsor reserves the right to substitute any prize package with another prize of equal or greater value in the event that the advertised prize (or any component thereof) is not available. Reporting and payment

of all applicable taxes, fees, and/or surcharges, if any, arising out of, or resulting from, acceptance or use of prizes, are the sole responsibility of the winner. Sponsor expressly disclaims any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use of the prizes awarded. Sponsor makes no representations or warranties concerning the appearance, safety or performance of any prize awarded. Restrictions, conditions, and limitations apply. Sponsor will not be liable for or replace any lost or stolen prize items. Sponsor will not be liable for or replace any lost or stolen prototype/content.

The prize is awarded as is and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Sponsor expressly disclaims any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use of the prizes awarded. Sponsor makes no representations or warranties concerning the appearance, safety or performance of any prize awarded. Restrictions, conditions, and limitations apply. The winner shall bear all responsibility for use of the prize in compliance with any conditions, and any additional costs associated with its use, service, or maintenance.

All expenses associated with the prizes not specifically specified in these rules are the sole responsibility of the winner. Winner is responsible for any taxes including all Federal, State and Local taxes, if any, as well as any other taxes payable due to acceptance of the prize.

Odds:

Odds of winning depend upon the number of Contest Participants.

LICENSE TO SUBMITTED CONTENT AND PUBLICITY GRANT

Except where prohibited by law, by submitting the Entry and application each Contest Participant grants permission to post his/her name, and the Entry on the website for purposes of the Contest and further grants to Sponsor the unconditional, unlimited, irrevocable, perpetual, royalty-free, non-exclusive, transferable right to publish, display, broadcast, reproduce, use, sublicense (through multiple tiers), adapt, edit and/or modify, and create derivative works from, any such Contest entry, content, and Contest Participant's name, in any way, in any and all media whether now or hereafter known, without limitation and for any purpose (including commercial purposes, advertising, publicity, fundraising, promotion and sales), and without consideration to the Contest Participant and without further consent, compensation or approval, whether or not such entry is selected as a winning entry, along with the right of attribution. Entries are not guaranteed to appear in any communication of Sponsor and Sponsor shall not incur any liability to the extent Sponsor chooses to refrain from using such information or Entry.

Entries and other submitted content become the property of Sponsor and will not be acknowledged or returned. Sponsor is not responsible for any unauthorized third-party use of any Entry, content, or prototype.

Except where prohibited by law, entry submission grants Sponsor the right in perpetuity to edit, adjust, modify, abridge, condense, and/or excerpt your entry and/or comments in any way, in any and all media without limitation, without compensation, and/or without notification to Contestant or any third party included in the entry. The publication and/or other public use of your entry or a portion of your entry does not indicate that it is a winning entry in the Contest.

Except where prohibited by law, in accepting the prize, the winner consents to having his/her name, photograph, likeness, voice and video published and used in a variety of media, including, but not limited to exhibits, advertising publications, the World Wide Web, marketing materials, publicity, promotion, editorial or illustration or for any other purpose that Sponsor deems appropriate, without compensation. The winner further grants to Sponsor the unconditional, unlimited, irrevocable, perpetual, royalty-free, non-exclusive, transferable right to publish, display, broadcast, reproduce, use, sublicense (through multiple tiers), adapt, edit and/or modify, and create derivative works from, winner's name, biographical information, and photograph in any and all media whether now or hereafter known, without limitation and for any purpose (including commercial purposes, advertising, publicity, fundraising, promotion and sales), and without consideration to the winner and without further consent, compensation or approval. Winners are not guaranteed to appear in any communication of Sponsor and Sponsor shall not incur any liability to the extent Sponsor chooses to refrain from using such information. Winners agree to sign a liability/publicity release.

By participating in the Contest, each Contest Participant certifies that his or her entry and prototype does not contain any material that would violate or infringe upon the rights of any third party, including copyrights, trademarks, patents, or rights of privacy or publicity. SEMA reserves the right in its sole and unfettered discretion to disqualify and remove any entry that it believes contains obscene, offensive or inappropriate content, that does not comply with these Official Contest Rules or that is not consistent with the spirit or theme of the contest.

Entries must not incorporate or include anything that violates any law of the copyright, trademark, patent, publicity right, privacy right or any other right of any third party. Entries cannot contain any profanity, offensive language, direct attacks on individuals or organizations, commercial appeals or other objectionable or irrelevant content, the determination of which is solely in the discretion of Sponsor. No entry or its content may violate privacy, publicity, intellectual property rights, or other rights of any person, firm or entity, may not in any other way violate applicable laws and regulations, and may not contain any copyrighted works, or constitute trademark or patent infringement (other than as owned by the Contest Participant), in each case, as determined by Sponsor in its sole discretion. Sponsor retains the ultimate decision, in its sole discretion, as to which Contest Participants are eligible. Except where prohibited by law, upon submitting any Entry, the Contest Participant grants Sponsor and its agents the unconditional, unlimited, irrevocable, perpetual, royalty-free, non-exclusive, transferable right and license to use, publish and copyright their name, voice, photograph, video images, video, likeness, and biographical data as set forth in the Entry, in whole or in part, in any and all media now known or hereafter developed throughout the world in perpetuity. Each Contest Participant permanently waives in favor of SEMA their Moral Rights in the entry under the U.S. Copyright laws. Contest Participants that do not include all required information or that fail to adhere to the Official Rules will be considered void and will not be eligible for consideration in this Contest. Sponsor reserves the right to cancel or reject any entries for any reason or for no reason. Sponsor may, in its sole discretion, remove, delete and/or disqualify any entries or any Contest Participant deemed to be inappropriate, ineligible or otherwise non-compliant.

The Contest winner, semi-finalists, top ten and finalists, by acceptance of prize, except where legally prohibited, grant permission for SEMA and its designees to use Contest Participant's name, company name, address (city and state), photograph, video, voice and/or other likeness, information about content/prototype, and prize information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, world-wide in perpetuity, without further notice or approval.

RESERVATION OF RIGHTS

SEMA reserves the right to disqualify Contest Participant for submission of any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of privacy or publicity rights, violative of intellectual property rights, hateful, or racially, sexually, ethnically or otherwise objectionable. SEMA further reserves the right to disqualify Contest Participant for any violation or noncompliance with any requirement or restriction within these Rules or for breach of the Agreement for participation in this Contest.

SEMA reserves the right, at any time, to verify the validity of entries and of Contest Participants and to disqualify any Contest Participant or entry deemed not in compliance or any entry deemed not in accordance with these Official Contest Rules and SEMA is not required to provide a reason for its determination. SEMA also reserves the right to request further documentation, at its sole and absolute discretion, to verify eligibility and compliance with these Official Contest Rules.

In the event the Contest is compromised by a virus, unauthorized human intervention, tampering or other causes beyond the control of SEMA, that corrupts or impairs the administration, security, fairness or proper operation of the Contest, or otherwise impairs SEMA's ability to conduct the Contest in the manner anticipated by SEMA, SEMA reserves the right in its sole discretion to suspend, modify or terminate a Contest Participant or the Contest.

The decision of SEMA is final and binding on all matters relating to the contest and Contest Participant waives the right to contest any decision by SEMA.

SEMA reserves the right, at any time and in its sole discretion, to disqualify and/or deem ineligible any individual who it reasonably believes has failed to agree to the Official Contest Rules or has violated the Official Contest Rules.

SEMA reserves the right to modify, suspend, terminate or cancel the Contest at any time for any reason without liability at the sole discretion of SEMA and its designees.

SEMA reserves the right to change or substitute prizes to be awarded to a Contest Participant at any time prior to the conveyance of such prize at the sole discretion of SEMA and its designees.

LIMITATION OF LIABILITY; DISCLAIMERS

SEMA and its designees are not responsible for damages arising out of computer hardware or software, Internet Service Provider (ISP), server, website, satellite, telephone, cable, or network malfunctions occurring in connection with Contest submissions or communications, including, without limitation, errors or difficulties which may occur in connection with the administration of the contest, the processing of submissions, the announcement of the prizes, or in any contest-related materials. SEMA and its designees are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the contest. SEMA and its designees are not responsible or liable for injury or damage to any property, including, but not limited to, computer and video equipment, incurred while participating in this Contest.

SEMA does not endorse any particular entry, content, prototype or service, company, messages, or advice expressed therein, and SEMA expressly disclaims any and all liability in connection with the submitted content, including disputes between third parties related to the content. The Contest Participant assumes sole responsibility for the entry and the material contained in it and also for the consequences of submitting the entry, prototype, service, and content in any format.

Contest Participant agrees to defend, indemnify and hold harmless SEMA, and its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from Contest Participant's: violation of the Official Contest Rules; travel to or from SEMA's event; participation in SEMA's event; tax consequences arising from receiving any prize; or otherwise arising from Contest Participant's participation in the Contest, submission of content, prototype, service, or receipt of the prize. This defense and indemnification obligation will survive indefinitely beyond the conclusion of the Contest.

SEMA assumes no liability or responsibility for any loss or harm resulting from Contest Participant's participation in or attempt to participate in the Contest, submission of prototype or service in the Contest, publicity arising out of the Contest, or ability or inability to upload, download or otherwise access any information in connection with participating in the Contest.

In no event shall SEMA, its directors, officers, employees, agents or representatives be liable to any party for any loss or injury to earnings, profits or goodwill, or for any direct, indirect, incidental, special, punitive or consequential damages of any person or entity whether arising in contract, tort or otherwise, even if advised of the possibility of such damages.

Disclaimers: The Sponsor reserves the right in its sole discretion to disqualify any individual found to be tampering with the entry process, or the operation of the Contest or acting in violation of these Rules. If for any reason, the Contest cannot be conducted as planned by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes which, in the sole opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Contest and/or substitute other prizes for any prize set forth in these Official Rules. Sponsor is not responsible for loss, harm, damage, injury, property damage, violations of rights of publicity or privacy, personal injury and/or death, costs, or expense whatsoever (including without limitation actual attorneys' fees and related costs) including, but not limited to, claims against Sponsor in connection with the Contest or delivery, misdelivery, acceptance, possession, use of or inability to use the prize; income tax; property damage, loss of prototype or loss of intellectual property rights in prototype/service/content, personal injury and/or death, which may occur directly or indirectly in connection with, participation in the Contest, or possession, acceptance and/or use or misuse of prize or participation in any Contest-related activity, the Contest itself or attendance at the SEMA Show, the negligence, intentional misconduct or illegal actions of Contestant, as well as any actions or omissions of Contestant resulting in or giving rise to, in whole or in part, any injuries or damages to person (including death or property), or exercise of any other rights granted to the Sponsor by such Contest Participant, including such rights granted pursuant to these Rules, the actual or alleged breach of any representation or warranty made by Contest Participant. If applicable law prohibits such a covenant, release or waiver of claims, winner hereby waives the right to seek or accept damages in any proceeding and to reimburse Sponsor for any and all expenses or costs associated with such claim (including attorneys' fees, court costs and the amount of any judgment or settlement).

Sponsor is not responsible for any technical, computer, electronic or internet hardware or software malfunctions, failures, connections, or availability, or by any human error which may occur in the transmission or processing of the entries or votes in this Contest. Sponsor assumes no responsibility for unauthorized human intervention, or the incorrect or inaccurate capture of entry or vote information, Entry, or other information, or the failure to capture any such Entry, vote, video, photograph, or information. Sponsor is not liable for unauthorized human intervention in any part of the entry process; recording of the Contest and pitches; printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest; the processing of entries, voting, the announcement of the Prize or in any related materials; late, lost, misdirected, damaged or stolen entries; or receipt or use or misuse of Prize awarded; or any typographical or other error in the printing of these Official Rules or any materials associated with the administration of the Contest. Sponsor is not responsible for, and hereby disclaims, any injury or damage to any Contest Participant related to or resulting from participating in this Contest.

Contest Participant, by participating in the Contest, and winners, by acceptance of the prize, agree that SEMA and its respective parents, subsidiaries, divisions, affiliated companies, dealers, service agencies, independent contractors, advertising and promotion agencies, web hosting and service and fulfillment providers, and all of their respective officers, directors, employees, representatives, and agents will have no liability whatsoever for, and shall be held harmless against, any liability for any injuries, harm, losses, or damages of any kind, including but not limited to, property damage, violations of rights of publicity or privacy, defamation or portrayal in a false light (whether intentional or unintentional), personal injury and/or death, violations of intellectual property rights, costs, or expense whatsoever (including without limitation actual attorneys' fees and related costs), including death, to persons or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse, or use of a prize, including any travel or activity related thereto, or from participation in this Contest, claims against Sponsor in connection with Contest, delivery, misdelivery, acceptance, possession, use of or inability to use the prize; travel to and from the SEMA Show; activities at the SEMA Show; income tax; property damage, personal injury and/or death, which may occur directly or indirectly in connection with, preparation for, travel to, or participation in the Contest, the SEMA Show, or possession, acceptance and/or use or misuse of prize or participation in any Contest-related activity, the SEMA Show, or in the Contest itself, and any travel related thereto, the negligence, intentional misconduct or illegal actions of Contest Participant, as well as any actions or omissions of Contest Participant resulting in or giving rise to, in whole or in part, any injuries or damages to person (including death or property), any use of such Contest Participant's Contest materials or content (including but not limited use of the prototype or service) by the Sponsor, or exercise of any other rights granted to the Sponsors by such Contestant, including such rights granted pursuant to these Official Rules, any claim that the Entry, application, prototype, services, content, or other Contest materials supplied by Contest Participant infringes upon the rights of any third party, the actual or alleged breach of any representation or warranty made by Contest Participant, including those contained in these Official Rules, and for any claims based on intellectual property rights, publicity rights, defamation or invasion of privacy, as well as any actions or omissions of Contest Participant resulting in or giving rise to, in whole or in part, any injuries or damages to person (including death or property). If applicable law prohibits such a covenant, release or waiver of claims, winner hereby waives the right to seek or accept damages in any proceeding and to reimburse Sponsor for any and all expenses or costs associated with such claim (including attorneys' fees, court costs and the amount of any judgment or settlement). Any liability of Sponsor shall be limited to the amount of the prize or \$250, whichever is less, and in the case of any dispute, Sponsor's decision shall be final.

IN NO EVENT WILL THE SPONSOR BE RESPONSIBLE OR LIABLE FOR ANY LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF PARTICIPATION IN THIS CONTEST AND USE OF THE PRIZES. SOME JURISDICTIONS DO NOT ALLOW OR MAY LIMIT THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

ANY ATTEMPT BY AN CONTEST PARTICIPANT OR OTHER PERSON TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAW, AND SPONSOR AND ITS AGENTS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Persons who tamper with or abuse any aspect of this Contest or who are in violation of these Terms and Conditions, as solely determined by SEMA and its designees, will be disqualified and all associated submissions will be void.

RELEASE AND WAIVER, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Contest Participant hereby assumes full responsibility for and releases SEMA and its designees from liability, including liability in connection with any bodily injury, death, or property damage or loss of property, and third party claims arising out of or related to the Contest, whether caused by the negligence of SEMA and its designees or otherwise, and agrees to indemnify SEMA and its designees for any damage or liability incurred by reason of Contest Participant's participation in the Contest. Contest Participant hereby agrees that this Release and Waiver, Assumption of Risk, and Indemnity Agreement extend to all acts of negligence by SEMA and its designees and is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

DISPUTES

By entering and/or participating in this Contest, Contest Participant agrees that this Contest is governed by the laws of the State of California and any and all claims, disputes and causes of action arising out of or connected with this Contest shall be resolved individually, without resort to any form of class action and without use of a jury (Contest Participant hereby waives any right to a jury trial) in the federal or state courts located in Los Angeles, California, United States of America. By entering and/or participating in this Contest, Contest Participant agrees that any and all claims, judgments and awards shall be limited to, and the maximum aggregate liability of the Sponsor to any Contest Participant or third party shall be limited to, the lesser of Contest Participant's actual out-of-pocket costs incurred, including costs associated with entering this Contest in accordance with the Official Rules, but in no event attorneys' fees, and Two Hundred Fifty Dollars (\$250), and under no circumstances will Contestant be permitted to obtain awards for and Contest Participant hereby waives all rights to claim punitive, incidental and/or 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 Contest Participant, shall be governed by and construed exclusively in accordance with the laws of the State of California without giving effect to any principles of conflicts of law in any jurisdiction Contestant and the forum for any dispute shall be in state and federal courts located in Los Angeles, California, United States of America.

Contest Participants hereby agree that any and all disputes, claims, causes of action, or controversies arising out of or in connection with this Contest shall be resolved by arbitration pursuant to the procedures of either the Judicial Arbitration and Mediation Services, Inc. ("JAMS") or the American Arbitration Association ("AAA").

REPRESENTATION, WARRANTY & ASSUMPTION OF LIABILITY BY CONTEST PARTICIPANT

By providing personal information, information about the Company of which Contest Participant is an executive, CEO or owner, or information about the Company's products and/or services, Contest Participant represents and warrants to SEMA that Contest Participant owns or has all the necessary licenses, rights, consents, and permissions to use any trade secret, trademark, service mark, copyright, patent, or other proprietary information submitted to the Contest. (A patent, trademark or copyright registration is not required to participate in the Contest but is strongly suggested.) Contest Participant also represents and warrants that Contest Participant has obtained any and all necessary written or implied consents, releases, and permissions of each and every identifiable person or business represented in Contest submissions. Contest Participant assumes responsibility for any unauthorized use of any trade secret, trademark, service mark, copyright, patent, or other proprietary information, or any other unauthorized or unlawful use of information or likenesses, and agrees to release and hold harmless SEMA from any and all liability arising from any such unauthorized use or SEMA's reliance upon Contest Participant's representations, grants of rights, and/or license.

Further, Contest Participant assumes responsibility for any and all tax liability incurred as a result of participation in the Contest, as well as any and all tax liability incurred as a result of winning the Contest.