OFFICIAL RULES
THE UPS STORE® SMALL BIZ CHALLENGE AUDIENCE PARTICIPATION CONTEST

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ENTRY IS OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA, WHO ARE AT LEAST 18 YEARS OF AGE OR LEGAL AGE OF MAJORITY IN THEIR STATE OF RESIDENCE ON DATE OF ENTRY, WHO REGISTER AND ATTEND THE UPS STORE SMALL BIZ CHALLENGE EVENT ON AUGUST 15, 2019. CONTEST VOID WHERE PROHIBITED BY LAW.

AS DETAILED BELOW, THESE TERMS AFFECT YOUR LEGAL RIGHTS BY REQUIRING BINDING ARBITRATION OF CLAIMS, WAIVING CLASS ACTION CLAIMS, AND WAIVING THE RIGHT TO TRIAL BY JURY.

U.S. Law Governs this Contest. All federal, state, and local laws and regulations apply to this Contest. This Contest is void where prohibited by law. By entering this Contest, each Contestant (as defined below) agrees to be bound by these Official Rules (posted online at www.inc.com/theupsstore/rules and to waive any right to claim any ambiguity or error in these Official Rules or the Contest itself. Contestants also agree to be bound by all decisions of the Contest Entities or their designees, whose decisions are final and binding.

1. **Contest Dates:** The UPS Store® Small Biz Challenge Audience Participation Contest (the “Contest”) begins July 25, 2019 at the start of The UPS Store Small Biz Challenge Event and ends August 15, 2019 at the conclusion of The UPS Store Small Biz Challenge Event (the “Contest Period”).

2. **Contest Entities:** The UPS Store, Inc., 6060 Cornerstone Court West, San Diego, CA 92120 and Mansueto Ventures LLC, d.b.a. Inc. Magazine, 250 Greenwich Street, New York, NY 10007 (collectively, the "Sponsor"); and Marden-Kane, Inc., 575 Underhill Blvd, Suite 222, Syosset, New York 11791 (the “Administrator”). Sponsor and Administrator are collectively referred to as the "Contest Entities."

3. **Eligibility:** Contest is open only to persons who, as of date of entry, (i) are legal residents of one of the fifty (50) United States or the District of Columbia, (ii) are at least eighteen (18) years or older (or the age of majority in their state of residence if greater than eighteen (18), whichever age is older), and (iii) who register and attend The UPS Store Small Biz Challenge Event on either July 25, 2019 or August 15, 2019 and opt-in to participate in the Contest (each a “Contestant”).

By entering the Contest, Contestants agree to release the Contest Entities from all responsibility or liability for damages, losses or injuries of any kind resulting from
participation in the Contest or any prize-related activities, if any, or any awarding, possession, use and/or misuse of prize(s), if any, awarded herein.

Persons who as of the date of entry (and, if a winner, as of the date of prize fulfillment) are employees of any Sponsor or any Sponsor’s parent companies, subsidiaries, affiliates or advertising or promotion agencies, and members of the immediate family or household (whether or not related) of any such employee, are not eligible. For purposes of this Contest, “immediate family members” means parents, spouses, children, siblings, in-laws, grandmothers, or grandfathers. Eligibility determinations will be made by Sponsor, in its discretion, and will be final and binding.

4. **How to Enter:** At The UPS Store Small Biz Challenge Event, finalists of The UPS Store Small Biz Contest will participate in a GAME SHOW and have the opportunity to respond to five (5) business challenges with real-time feedback from a celebrity judge (judge to be determined by Sponsor) over a 60-minute live event. The celebrity judge will determine a score (on a scale of 1 to 10 with one (1) being the lowest score and ten (10) being the highest score) for each finalist’s response to a pre-determined Challenge (as stated below) based on the following judging criteria ("Finalist Judging Criteria"): Challenges presented to each finalist (lowest score is one (1), highest score is ten (10):

- **Challenge 1:** Advertising - Based on creativity and strategy to market the product or service from the print ad they create.
- **Challenge 2:** Responding - Based on how efficiently and effectively they respond to each customer service inquiry.
- **Challenge 3:** Budgeting - Based on rational and reasoning for the broken down budget.
- **Challenge 4:** Conquering - Based on the ability to provide strategies to acquire and retain customers.
- **Challenge 5:** Selling - Based on presentation skills and how well they handled any surprises thrown at them.

The finalist with the highest score in each Challenge will win that Challenge.

Contestants will select (the contest “entry”) at The UPS Store Small Biz Challenge Event at the conclusion of each Challenge which finalist they think the celebrity judge will score the highest for that Challenge. Contestant’s selections must be completed before the celebrity judge announces his/her score for a Challenge. The Contestant whose entry for each of the Challenges matches the finalists the celebrity judge scored the highest for each of the Challenges will win $5,000 cash (fulfilled in the form of a check) (or portion thereof), subject to verification (the “Winner”). Contestant must select all the finalists receiving the highest scores for all the Challenges in order to be considered a Winner. In the event of a tie or multiple ties of Contestants selecting the same finalists for the Challenges, the $5,000 cash prize will be divided evenly between or among all verified Winners. Winners are responsible for taxes (state and federal) for prizes received and will be required to complete a W9 and an affidavit of eligibility before being awarded their.
prize. If no Contestants select all finalists scored highest by the celebrity judge for all of the Challenges, no prize will be awarded. One (1) entry per eligible Contestant.

The system administering the entries at The UPS Store Small Biz Challenge Event is considered the official time clock for purposes of recording receipt of entries by Contestants. Sponsor’s use of information submitted to Sponsor in connection with this Contest will be subject to the terms and conditions of these Official Rules. If Contest Entities determine, in their sole discretion, that a Contestant has breached any representation or warranty or any other requirement described in these Official Rules, the Contestant may be disqualified.

5. **Grant of Rights.** By entering the Contest, each Contestant irrevocably grants Sponsor, The UPS Store retail franchisees, and their respective parent companies, subsidiaries, affiliates, and their advertising and promotion agencies, and the successors, assigns and licensees of each of the foregoing (collectively, the “Licensees”) the right to use the Contestant’s name, likeness, voice, biographical information and/or statements attributed to the Contestant in perpetuity, throughout the world, in all media and formats whether now or later known or developed, including, without limitation, via Sponsor’s and third-party websites, social media and digital channels, for commercial purposes and any other purposes (including without limitation advertising and promotion), without further notice or compensation, unless prohibited by law.

6. **Prizes:** $5,000 cash (fulfilled in the form of a check) (or portion thereof in the event of a tie). In the event of a tie or multiple ties of Contestants selecting the same finalists that received the highest score for all the Challenges, the $5,000 cash prize will be divided evenly between or among all verified Winners.

Prizes are non-transferable; no substitutions allowed, except at the discretion of the Sponsor in which case a prize of equal or greater value will be awarded. All taxes, costs and expenses relating to acceptance and use of prize, which are not explicitly listed herein as being awarded, are responsibility of Winner.

7. **Limitation of Liability:** By participating in the Contest, Contestants agree to abide by the terms of these Official Rules and the decisions of the Contest Entities, and release, indemnify, and hold harmless the Contest Entities, The UPS Store retail franchisees, and each of their respective parents, affiliates, subsidiaries and their respective agents, representatives, officers, directors, shareholders, and employees (collectively, "Releasees") from and against any injuries, losses, damages, claims, actions, disruption of business, or any liability of any kind resulting from or arising from participation in the Contest and The UPS Store Small Biz Challenge Event (as applicable), any Prize-related activities, if any, or any awarding, possession, use and/or misuse of Prize(s), if any, awarded herein, or any exercise by the Licensees of any of the rights granted in Section 5 (Grant of Rights), including, without limitation, any and all claims and liabilities (a) relating to any personal injury, death or property damage or loss sustained by the Entrant or any other person or (b) based upon any allegation of violation of the right of privacy or right
of publicity, infringement of copyright or trademark, misappropriation or violation of any other personal or proprietary right, or acceptance of the Prize that may be awarded.

THE RELEASEES WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOST REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT ARISING FROM THE ACCEPTANCE OF THE PRIZE.

Sponsor reserves the right to discontinue the Contest if insufficient entries are received by end of the submission period for the applicable Challenge. Sponsor reserves the right to cancel, terminate, modify or suspend the Contest if the Contest is not capable of being completed as planned for any reason, including, but not limited to, infection by computer virus, “bugs,” tampering, unauthorized intervention, fraud, or technical failures of any kind or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest. The decision of the Sponsor to cancel, terminate, modify or suspend any Contest shall be final in all respects.

Releasees are not responsible for printing or typographical errors in any Contest-related materials; or for transactions that are lost, misdirected, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly, or are lost for any reason including computer, telephone, paper transfer, mail system, human or other error; or for electronic, computer, or telephonic malfunction or error, access any website associated with this Contest, or process any transaction thereon. Sponsor reserves the right, in its sole discretion to disqualify any entry and to modify, terminate, or suspend this Contest should virus, bugs, non-authorized human intervention, action of Contestants, or other causes corrupt or impair the administration, security, fairness, or proper play of the Contest and, if the Contest is modified, terminated, or suspended, disqualify all Contestants or continue the Contest and select Winners, as applicable, from those eligible, non-suspect entries received prior to the incident requiring such modification, termination, or suspension. Should the Contest be terminated or modified prior to the stated end of the submission period for the applicable Challenge, notice will be announced at the Contest or The UPS Store Small Biz Challenge Event. Any attempt by an Contestant or any other individual to deliberately undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

8. Binding Arbitration: YOU AND SPONSOR AGREE THAT, EXCEPT FOR DISPUTES THAT QUALIFY FOR STATE COURTS OF LIMITED JURISDICTION (SUCH AS SMALL CLAIMS, JUSTICE OF THE PEACE, MAGISTRATE COURT, AND SIMILAR COURTS WITH MONETARY LIMITS ON THEIR JURISDICTIONS OVER CIVIL DISPUTES), ANY CONTROVERSY OR CLAIM, WHETHER AT LAW OR EQUITY, ARISING OUT OF OR RELATED TO THIS CONTEST, REGARDLESS OF THE DATE OF ACCRUAL OF SUCH DISPUTE, SHALL BE RESOLVED IN ITS ENTIRETY BY INDIVIDUAL (NOT CLASS-WIDE NOR COLLECTIVE) BINDING ARBITRATION.
Arbitration is the submission of a dispute to a neutral arbitrator, instead of a judge or jury, for a final and binding decision, known as an “award.” Arbitration provides for more limited discovery than in court and is subject to limited review by courts. Each party has an opportunity to present evidence to the arbitrator in writing or through witnesses.

An arbitrator can only award the same damages and relief that a court can award under the law and must honor these Official Rules.

Any arbitration will take place in the county where you reside and will be determined by a single arbitrator. The arbitration shall be conducted by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules and Consumer Arbitration Rules (the “Rules”), and judgment on the award may be entered in any court of competent jurisdiction. The Rules, including instructions for how to initiate arbitration, are available at http://www adr.org/consumer. The arbitrator shall decide all issues of the case on the basis of the applicable law, not equity. If you initiate arbitration, you must serve Sponsor’s registered agent for service of process, Corporation Service Company, which has locations in every state. Information also can be found on the website of your local Secretary of State.

Any filing fee or administrative fee required of you by the AAA Rules shall be paid by you to the extent such fee does not exceed the amount of the fee required to commence a similar action in a court that otherwise would have jurisdiction. For all non-frivolous complaints, Sponsor will pay the amount of such fee in excess of that amount. The arbitrator will allocate the administrative costs and arbitral fees consistent with the applicable rules of the AAA. Reasonable attorney’s fees and expenses will be allocated or awarded only to the extent such allocation or award is available under applicable law. You and Sponsor agree that this Contest affects interstate commerce so that the Federal Arbitration Act and federal arbitration law apply and govern the interpretation and enforcement of this provision (despite the choice of law provision). This agreement to arbitrate shall survive termination of the Contest or these Official Rules. If a court or arbitrator determines in an action between you and us that this Class Action Waiver is unenforceable, the arbitration agreement will be void as to you.

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 promotion, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

9. **Winners List:** For the names of the Winners, available after August 15, 2019, send an email with subject line THE UPS STORE SMALL BIZ CHALLENGE AUDIENCE PARTICIPATION CONTEST to: winnerslist@mardenkane.com. Requests received after September 31, 2019 will not be fulfilled.