

**OFFICIAL RULES
THE UPS STORE® 2021 VIRTUAL SMALL BIZ CHALLENGE**

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 OLDER (OR LEGAL AGE OF MAJORITY IN THEIR STATE OF RESIDENCE IF GREATER THAN EIGHTEEN (18), WHICHEVER AGE IS OLDER), WHO OWN AND OPERATE AN INDEPENDENT (NON-FRANCHISED) SMALL BUSINESS SATISFYING THE ELIGIBILITY REQUIREMENTS AS STATED BELOW. 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. By entering this Contest, each Entrant (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. Entrants 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® 2021 Virtual Small Biz Challenge (the “**Contest**”) begins March 22, 2021 at 12:00:01 AM Eastern Time (“**ET**”), and ends May 8, 2021 (the “**Contest Period**”). During the Contest Period there are a series of events which start and end on or about the dates and times noted below:

EVENTS	Events START at 12:00:01 AM ET	Events END at 11:59:59 PM ET
ENTRY SUBMISSION PERIOD	March 22	May 8
PRELIMINARY JUDGING TO DETERMINE SEMI-FINALISTS	May 10	May 12
SEMI-FINALISTS NOTIFICATION & CLEARANCE	May 13	May 20
PUBLIC VOTING TO DETERMINE FINALISTS	June 7	July 5
FINALISTS ANNOUNCED	July 9	
WINNERS ANNOUNCED AT VIRTUAL EVENT	Week of July 26	

Note: All dates/times are 2021/Eastern Time.

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 legal age of majority in their state of residence on date of entry if greater than eighteen (18), whichever age is older), and (iii) who qualify as the Eligible Owner of an Eligible Business (as those terms are defined below). Principal business office of the Eligible Business must have a 'street address' not a P.O. Box.

Each Eligible Business must designate a person who will serve as the Eligible Business' sole representative for communications and all other purposes in connection with the Contest (the "**Eligible Business Representative**"). Such Eligible Business Representative must have the ability to bind the Entrant (as defined below) to all agreements, consents, representations and warranties made herein or otherwise made by the Eligible Business Representative in connection with the Contest. Any person submitting an entry on behalf of an Eligible Business must have authorization of the Eligible Owner to submit the Entry. Such authorization must include the Eligible Business' agreement to be bound by all of the terms and conditions of these Official Rules. Note: if the Eligible Business is owned by more than one (1) person, all owners (Entrant, and if applicable, other owners of business whether equal partners or partial ownership) agree to allow the Entrant to represent the business and acknowledge any and all prizes will be redeemed in the name of the Eligible Business.

If selected as a potential Semi-Finalist, Finalist or Prize Winner (as specified in Sections 6 (Judging to Determine Ten (10) Semi-Finalists), Section 7 (Public Voting to Determine Five (5) Potential Finalists), and Section 8 (Judging to Determine Prize Winners) below), Entrant will be required to provide proof of business ownership in a form deemed acceptable by the Contest Entities. As part of the verification process, the Contest Entities reserve the right to verify the accuracy of the information contained in any Entry and to otherwise investigate the eligibility of any entering business or individual submitting an Entry.

- "**Eligible Owner**" is an eligible person who: (i) owns and is the primary decision maker for, and has actively been engaged in the day-to-day operation of the Eligible Business identified in his/her entry form during its existence up to and including at least March 22, 2021, and thereafter until July 26, 2021 and (ii) as of July 26, 2021, continuously owns at least 51% of that business.
- "**Eligible Business**" is (i) a business registered to conduct business in one of the fifty (50) United States or District of Columbia; (ii) being independently owned and operated, sole-proprietary, non-franchised, and not part of any other established parent or partner business(es); (iii) being founded and engaged in active daily operation no later than March 22, 2021; (iv) employing 50 or fewer employees (including full-time and part-time employees) as of March 22, 2021; and (v) has maintained operations up to and including at least March 22, 2021, and thereafter until July 26, 2021.

"Entrant(s)" means any Eligible Owner who meets the eligibility requirements (as defined in Section 3 (Eligibility)) and who submits an Entry (as defined in Section 4 (How to Enter)) into the Contest in accordance with these Official Rules.

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 of 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.

Prize winners from previous Small Business Challenge contests are not eligible to enter this Contest.

4. **How to Enter:** Limit one (1) Entry per Entrant during the duration of the Entry Submission Period via Contest Website (if multiple Entries are submitted, only the first Entry received via Contest Website from that Entrant will be considered, all other entries will be disqualified).

To Enter via Contest Website: Visit www.inc.com/theupsstore (“Contest Website”). Complete an official entry form including responses to three (3) independent response questions. Restrictions on the length of the responses are provided on the Contest Website (each an “Entry”). Entrant must provide a response to all questions for Entry to be considered eligible. Any Entry submitted incomplete will be automatically disqualified. Entries to the Contest Website must be received and uploaded before May 8, 2021 @ 11:59:59 PM ET in order to be eligible. Entry times will be determined using Contest Website computer, which will be the official clock for the Contest. Normal time rates and/or data rates (as applicable), if any, charged by the Entrant’s internet or mobile service provider will apply. All Entries are subject to verification at any time.

Submission Specifications: Your responses with your Entry must comply with the following specifications (the “Submission Specifications”): (a) must be truthful and accurate; (b) must be original and have been created solely by the Entrant, without the assistance of any third party; reproducing, modifying, enhancing or altering a third party's pre-existing work does not qualify as your original creation; (c) must not violate the rights of any third party, including, but not limited to copyright. For example, your responses must not defame, infringe or violate publicity or privacy rights of any person, living or deceased, or otherwise infringe upon any person's, entity's or organization's personal or proprietary rights, including, but not limited to, intellectual property rights; (d) must not have been published previously, used commercially, submitted to another competition or contest, or won any other award; (e) must be in “good taste” and in keeping with the Sponsor’s brand image and must not be explicit, offensive, obscene, or profane, and must not be derogatory toward any ethnicity, race, gender, sexual orientation, religion, profession, or age group, or promote any activities that may be unsafe or dangerous, as determined by the Sponsor, in its sole and absolute discretion; (f) must not violate any law or regulation; (g) must not be libelous, threatening or harassing; and (h) must not contain any viruses, worms, or other interfering computer programming. Sponsor reserves the right, in their sole discretion, to disqualify any Entry that Sponsor determines does not comply with these guidelines, to make such changes to any Entry as are necessary to make it compliant, or to require the Entrant to do so.

USE OF INFORMATION/NON-CONFIDENTIAL SUBMISSIONS: By entering the Contest, each Entrant agrees that information submitted in connection with the Contest may also be used as determined by Sponsor in connection with the administration of the Contest and as otherwise permitted pursuant to these Official Rules. Sponsor has no obligation to maintain any of the Entry information or ideas contained therein as confidential or proprietary. Entrants should not include confidential or proprietary information within any Entry submitted in connection with the Contest. Sponsor and its designees also will be free to copy, disclose, distribute, incorporate and otherwise use any and all Contest submissions, and other things related to any presentation at the Virtual Event. ENTRANTS UNDERSTAND AND ACKNOWLEDGE THAT: (I) SPONSOR MAY HAVE PRODUCTS OR SERVICES THAT ARE SIMILAR OR COMPETITIVE TO THE IDEAS AND CONCEPTS PROVIDED IN THE ENTRY AND SPONSOR HAS WIDE ACCESS TO IDEAS, STORIES, CONCEPTS, AND MATERIALS AND NOTHING SHALL IMPAIR SPONSOR’S RIGHTS TO DEVELOP, MAKE, USE, PROCURE, OR MARKET PRODUCTS OR SERVICES NOW OR IN THE FUTURE THAT MAY BE SIMILAR OR COMPETITIVE WITH THOSE IN THE ENTRIES AND (II) ENTRANT WILL NOT BE ENTITLED TO ANY COMPENSATION AS A RESULT OF EITHER SPONSOR’S USE OF ANY IDEAS OR CONCEPTS SIMILAR OR IDENTICAL TO THOSE SET FORTH IN AN ENTRY.

Any information collected from the Contest shall be used only in a manner consistent with the consent given by the Entrants at the time of entry, with these Official Rules, and by each Sponsor in a manner consistent with that Sponsor's Privacy Policy found at <https://www.theupsstore.com/privacy-policy> and <http://www.mansueto.com/privacy-policy/>.

All Entries become the property of Sponsor and will not be verified or returned. Proof of transmission (such as a "confirming" message) of the Entry does not constitute proof of submission/delivery. An Entry will not be considered complete if the Entrant's responses and submission of the independent responses have not been completed by the Entry Submission deadline noted above, even if the Entrant initiated the upload before that time.

An Entry may only be submitted by an individual Entrant. Group entries will not be accepted. By entering the Contest, each Entrant represents and warrants that he or she has obtained all of the rights, licenses, and permissions from each person who appeared in or helped to create the Entry. Each Entrant agrees to provide to Sponsor at Sponsor's request copies of all such permissions, licenses and consents and, if requested by Sponsor, to obtain additional permissions, licenses and consents from the applicable parties in a form specified by Sponsor.

BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY (INCLUDING USERNAME AND PROFILE PICTURE) MAY BE POSTED ON FACEBOOK, TWITTER, LINKEDIN YOUTUBE, INSTAGRAM AND/OR SPONSOR'S PROPRIETARY WEBSITE, WHERE IT MAY BE VIEWED, SHARED (BY USERS OF FACEBOOK, TWITTER, INSTAGRAM AND VARIOUS OTHER INTERNET-BASED SITES) AND COMMENTED ON BY THE SPONSOR AND THE GENERAL PUBLIC. FACEBOOK, TWITTER, LINKEDIN, YOUTUBE and INSTAGRAM are not participants or Sponsors of this Contest.

5. **Grant of Rights.** By entering the Contest, each Entrant 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 Entrant's name, likeness, voice, biographical information and/or statements attributed to the Entrant, and for the Eligible Business, the entity's trademarks and logos and the name, likeness, voice and/or other identifying information of the Eligible Business Representative and of each employee, officer, director or contractor of the Eligible Business who is identified, portrayed, depicted or included in the Entrant's Entry or any Recordings (as defined below), 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. In addition, by entering the Contest and submitting an Entry, each Entrant irrevocably grants the Licensees a non-exclusive license to publish, display, reproduce, modify, edit, create derivative works based on and otherwise use the Entry (including responses) and any presentation included in Recordings (as defined below), in whole or in part, 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 and 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. If any Sponsor and/or Administrator determine in their sole discretion that an Entrant has breached any representation or warranty or any other requirement described in these Official Rules, the Entry will be disqualified.

6. **Judging to Determine Ten (10) Semi-Finalists:** Throughout the Entry Submission Period, all eligible Entries received will be judged by a panel of judges assembled by the Administrator ("Panel"). The Panel will score (the "Panel Score") each eligible Entry based on the following judging criteria ("Judging Criteria"):

- Entrant's ability to articulate a response to the question: "Tell us about your small business." (33 points)
- Entrant's ability to articulate a response to the question: "In light of the challenges put on small business owners over the last year, tell us how your business pivoted/persevered. Some examples could be cash flow, supply chain, hiring/re-hiring, remote work plans and training remotely, re-tooling your business, customer outreach and marketing, etc." (33 points)
- Entrant's ability to articulate a response to the question: "What would you do with The UPS Store® 2021 Virtual Small Biz Challenge prize money if you were to win?" (33 points)

Potential total score of 99.

Based on the Panel Scores, the ten (10) highest scoring Entrants will be deemed potential Semi-Finalists, subject to verification of eligibility and compliance with these Official Rules.

In the event of a tie(s), all tied Entries will be re-judged by an additional judge selected by Sponsor, who, using the Judging Criteria, will break the tie(s). The judges' decisions are final and binding in all matters relating to this Contest. All Entries are subject to verification of eligibility and compliance with these Official Rules.

Semi-Finalist Notification: The potential Semi-finalists will receive an e-mail notification on or about May 12, 2021. Potential Semi-Finalists will be required to sign and properly execute the following documents and return them via e-mail (and subsequently by mail per instructions to be provided) to Administrator, Marden-Kane, Inc., by 3:00 PM ET on May 17, 2021: (1) an Affidavit of Eligibility and Release; (2) where lawful, a Publicity Release; (3) a W9 Form (completed in the name of the Eligible Business, with the associated business tax id #), (4) Verification of Eligibility (Entrant verification as Eligible Owner of Eligible Business) and (5) a Background Check Release Form. If Eligible Business has multiple owners (full or partial), all owners may be required to sign/complete required documentation as communicated in the email notification. If any documents sent by any means to a potential Semi-Finalist are returned as undeliverable or if a potential Semi-Finalist fails to properly execute and return all documents described herein in the time noted, or if a potential Semi-Finalist is found not to be eligible or not in compliance with these Official Rules, that potential Semi-Finalist will be disqualified and, at the sole discretion of the Sponsor, the next highest scoring Entrant will move up and be notified as a potential Semi-Finalist, time permitting. All Semi-Finalists are considered "Potential" pending submission of required documents and verification of eligibility and compliance with these Official Rules. All ten (10) Semi-Finalists may not be determined if an insufficient number of eligible entries is received or all potential Semi-Finalists cannot be notified and verified within the time provided. **SEMI-FINALISTS MUST BE ABLE TO ATTEND THE DESIGNATED VIRTUAL EVENT TO BE ELIGIBLE TO WIN.**

Except where prohibited by law, without limiting the terms set forth above, all Entrants agree that Sponsor may announce the name of the owner(s), business name and business address of the Semi-Finalist online.

7. **Public Voting to Determine Potential Finalists:** The Semi-Finalists' entries will be presented for public voting online at inc.com/theupsstore, from June 7, 2021 to July 5, 2021. **Maximum one (1) vote per voter's email address.** Votes will be tallied by Sponsor on or about July 6, 2021. Public votes will be calculated as 75% of the Semi-finalist's total score, the balance of the score (25%) will be determined by the Semi-Finalist's original Panel Score for a total count out of 100.

The five (5) Semi-Finalists with the highest total scores will be declared the potential Finalists. In the event of a tie, the Sponsor will determine the five (5) Finalists. Sponsor's decision is final and binding. Entrants shall not use (nor support or encourage use of) any robot, spider, other automatic device, or crowd-sourcing to facilitate votes for any Entry in the Contest. Entrants shall not use any device, software or routine to interfere or attempt to interfere with the proper working of the voting for the Contest. Results of the voting, as tabulated and verified by Administrator (or its designee) are final in all respects. Sponsor (and Administrator) will make efforts to monitor the voting. However, the Releasees (defined below) are not responsible for ensuring the accuracy of the voting, and Entrants agree that the Releasees are not liable for any malfunctions, inaccuracies, or errors related to the voting process and results of the Contest.

8. **Judging to Determine Prize Winners:** The Finalists selected will be required to attend the virtual finalist event ("**Virtual Event**") during the week designated for that Finalist as provided in the Finalist notification (actual dates to be determined). If a Finalist is unable to attend the Virtual Event on the specified date, that Finalist will be disqualified and the Semi-Finalist with the next highest total score will be declared a Finalist for the Virtual Event, time permitting. Only the Eligible Owner (or his/her designee for the Eligible Business) will be permitted to participate in the final round of judging – no substitutions.

At the Virtual Event, Finalists will participate in games and elevator pitches and have the opportunity to respond to challenges with real-time feedback from a celebrity judge (judge to be determined by Sponsor) over a 60-minute virtual event. 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)).

Finalists will participate in a variety of business acumen challenges (each a "**Challenge**").

Judging: At the Virtual Event, the Finalist with the highest cumulative score will win the Cash Prize for the Virtual Event as stated above. In the event of a tie in any Challenge, the celebrity judge will make the final determination (celebrity judge's decision is final and binding). The Virtual Event Finalist to win the highest total score from all Challenges will be determined the First Place Finalist.

By participating in the Virtual Event, each Entrant agrees that Sponsor and its agents and contractors will have the right to film, tape, photograph and record the Entrant (or, the person delivering the presentation for the Entrant) in conjunction with the Contest's Virtual Event and any presentation. Sponsor will own all such film, tape, photographs and recordings (all of the foregoing, "**Recordings**") and all copyrights in the Recordings and shall have the unlimited rights to use the Recordings in accordance with the terms of [Section 4](#) (How to Enter).

9. **Prize Winners and Prizes:** Five (5) prizes will be awarded. Maximum value of prizes available to be won at the Virtual Event is \$70,000 in potential prizes (all prizes to be fulfilled in the form of a check).

- First Place Prize Winner up to \$25,000
- Second Place Prize Winner up to \$20,000
- Third Place Prize Winner up to \$15,000
- Fourth Place Prize Winner up to \$5,000
- Fifth Place Prize Winner up to \$5,000

First Place, Second Place and Third Place Prize Winners from the Virtual Event will receive an editorial feature in the winter 2021-2022 issue of Inc. magazine and inc.com and video shoot, showcasing the

winners and winners' business stories ("Feature"). First Place, Second Place and Third Place Prize Winners acknowledge and agree that The UPS Store, Inc. will have the right to publish, display, and reproduce the Feature, in whole or in part, in The UPS Store materials, websites, social media and digital channels, for commercial purposes (including without limitation advertising and promotion), without further notice or compensation.

Challenge Prizes: All details of Prizes not specified herein shall be determined solely by Sponsor. 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. Taxes to be issued in the name of the Eligible Business designated as the prize winner (associated business tax id#). All taxes, costs and expenses relating to acceptance and use of Prize, which are not explicitly listed herein as being awarded, are responsibility of Prize Winner/Business.

Any difference between the estimated and actual value of any Prize will not be awarded. Winner may elect to decline any part(s) of the Prize as offered, without any additional compensation. If any part of the Prize is declined it will not be reimbursed nor awarded to another potential winner.

10. **Limitation of Liability:** By participating in the Contest, Entrants 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 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 Virtual 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 PARTICIPATION IN THE CONTEST OR VIRTUAL EVENT OR THE ACCEPTANCE OR USE OF THE PRIZE.

Sponsor reserves the right to extend the Contest Period, Entry Submission Period and adjust the remaining dates of the Contest Period if insufficient Entries are received by end of the Entry Submission Period. Sponsor reserves the right to cancel, terminate, modify or suspend the Contest (in whole or in part) 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 (in whole or in part). The decision of the Sponsor to cancel, terminate, modify or suspend Contest (in whole or in part) 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 (in whole or

in part) should virus, bugs, non-authorized human intervention, action of Entrants, or other causes corrupt or impair the administration, security, fairness, or proper play of the Contest and, if the Contest (in whole or in part) is modified, terminated, or suspended, disqualify all Entrants or continue the Contest for the Virtual Event and select potential Semi-Finalists or Finalists, as applicable, from those eligible, non-suspect Entries received prior to the event requiring such modification, termination, or suspension. Should the Contest be terminated or modified prior to the stated end of the entry Submission Period or during the Semi-Finalist or Finalist judging, notice will be posted on the Contest Website. Any attempt by an Entrant or any other individual to deliberately damage any website or 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. Any attempts by an individual to access any website associated with this Contest via a bot script or other brute force attack or any other unauthorized means will result in the IP address becoming ineligible. Use of automated entry devices or programs is prohibited.

11. **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 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.

12. Winners List: For the name of the Prize Winners, available after July 30, 2021, send an email with subject line THE UPS STORE® 2021 VIRTUAL SMALL BIZ CHALLENGE to: winnerslist@mkpromosource.com. Requests received after August 31, 2021 will not be fulfilled.

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