

IgniteWV Prize Money

TERMS AND CONDITIONS. Participation in the 2023-24 IGNITEWV Competition (the "Contest") is subject to the terms and conditions set forth below.

Eligible teams selected to receive technical assistance funds will be paid via check in installments mutually agreed upon with the West Virginia University ("WVU") Encova Center for Innovation and Entrepreneurship.

All Contest proceeds may be revoked if the recipients are found to have violated any of the Contest's rules and regulations. Sponsor is not responsible for the content or quality of any in-kind services that may be provided as awards for this Contest.

The IgniteWV Contest is committed to undertaking a practical and reasonable effort to protect any confidential and proprietary information provided by participants. Finalists may receive guidance on intellectual property and an overview of business start-up best practices. Judges in all rounds are asked to acknowledge and agree to be bound by nondisclosure terms. All participants do acknowledge the public nature of a pitch competition and assume all risks associated with any disclosure during the course of the Contest.

All Contest winners are subject to verification, including without limitation, verification of Contest eligibility, compliance with these Terms and Conditions, and completion of release forms. In addition, Sponsors reserve the right to require a confidential background check to be conducted on any Contest team members. .

If any Contest team members have been (i) convicted of a felony or a misdemeanor of moral turpitude; or (ii) have filed a petition in bankruptcy within the previous ten (10) years; or (iii) Sponsors determine in their sole discretion that use of any Contest winners or team members in advertising or publicity for the Contest will bring WVU into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest, WVU, or Contest sponsors and private donors; or the awarding of any prize may violate applicable U.S. or State laws or regulations, then the Sponsors may disqualify such Contest team and/or individual team members. If attempted notification to a Contest team is returned as undeliverable, or if a Contest team member is not verified as eligible, or a Contest team member is otherwise ineligible to receive technical assistance funds then the applicable prize will be forfeited and may be awarded to an alternate Contest team in the Sponsors' sole discretion.

Contest entrants agree that the Sponsors reserve the right, in their sole discretion, to overrule entries deemed to have received the highest judgments and award technical assistance to entries that are determined to be acceptable to the Sponsors. Entrants agree that the Sponsors have the sole right to decide all matters and disputes arising from this Contest and that all decisions of the Sponsors are final and binding.

GENERAL CONDITIONS: Contest team members selected to receive technical funding assistance are solely responsible for any taxes and will receive an IRS Form 1099 for

funding awarded. No substitution of funding is offered, except at the sole discretion of the Sponsors. Technical assistance funding is non-transferable and non-refundable. No cash equivalent of in-kind prizes or technical assistance is offered by Sponsors. Sponsors will not be responsible for the services or advice provided as part of the in-kind prizes. By participating, entrants agree to these Terms and Conditions and Sponsors' Website terms and conditions which are final and binding in all respects.

If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsors reserve the right, in their sole discretion, to disqualify any individual who is responsible or who tampers with the entry process, and to cancel, modify or terminate the Contest. This Contest is offered only in the State of West Virginia, United States, and is governed by the laws of the State of West Virginia, with jurisdiction being in a court of competent jurisdiction in the federal or state courts located in the State of West Virginia.

LIMITATIONS OF LIABILITY AND RELEASE: No liability or responsibility is assumed by Sponsors resulting from any entrant's or user's participation in or attempt to participate in the Contest or download of any information in connection with participating in the Contest. No responsibility or liability is assumed by the Sponsors for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent to or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Web Site in whole or in part for any reason; traffic congestions on the Internet or the Web Site; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an account used in connection with the Contest. No responsibility or liability is assumed by the Sponsors with respect to any services or advice provided as part of the in-kind prize awards, and each recipient will be solely responsible for the selection and designation of services to be provided, and for the consequences of utilizing such services or advice.

Sponsors are not responsible for any typographical errors in the announcement of prizes or these Terms and Conditions, or any inaccurate or incorrect data contained on the Web Site. Use of the Web Site is at the user's own risk. Sponsors are not responsible for any personal injury or property damage or losses of any kind which may be sustained to any user's or any other person's computer equipment resulting from participation in the Contest, use of the Web Site or the download of any information

from the Web Site. By participating in the Contest, the entrant thereby releases and agrees to hold harmless Sponsors from any and all claims, damages or liabilities arising from or relating to such entrant's participation in the Contest or the use or application of any funding or in-kind prizes awarded. By accepting funding or an in-kind prize in the Contest, Contest winners agree that the Sponsors and all other Contest participants shall not be liable for any loss or injury resulting from participation in the Contest, acceptance or use of any funding or in-kind prize, or any travel related thereto.

BUSINESS USE: If you are a Contest winner, you represent and warrant that the funding and in-kind prizes will be used by you solely in connection with implementation, support or funding of the Contest concept which formed the basis of your winning entry.

NON DISCRIMINATION: The Sponsors do not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), physical or mental disability, marital or family status, pregnancy, sex, sexual orientation, genetic information, gender identity, gender expression, military or veteran status, or service in the uniformed services (as defined in state and federal law), in any aspect of the Contest.

SPONSORS: The "Sponsor" of the Contest is West Virginia University, an agency and higher education institution of the State of West Virginia, PO Box 6201, Morgantown, West Virginia, 26506. Other sponsors, if any, are indicated elsewhere on the official Contest Web Site. The term "Web Site" means <https://ignitewv.com/>.