

**Detroit Demo Day 2019 Contest
Official Rules**

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS CONTEST IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. **COMPANY MUST BE AVAILABLE TO ATTEND ALL IN-PERSON EVENTS AS LAID OUT HEREIN (IF SELECTED) TO BE ELIGIBLE FOR CONSIDERATION AT THE CORRESPONDING LEVEL AND PRIZE (IF ANY).**

1. Eligibility: The Detroit Demo Day 2019 Contest (the “Contest”) is open to organizations/companies that meet all of the following criteria (collectively, a “Company”): (i) Company must be an established for-profit business entity (i.e., sole proprietorship, general partnership, corporation (Inc., Corp., etc.), limited liability company (LLC) or limited liability partnership (LP, LLP)), or low profit limited liability company (L3C) in good standing with the IRS; (ii) Company must be an organization based in Detroit, Hamtramck or Highland Park, Michigan (collectively, “Detroit”) or otherwise willing to publicly relocate its headquarters to Detroit; (iii) Company must already have a product/service available for sale; and (iv) Company must (at the time of entry) have less than \$2 million in revenue and raised less than \$1 million in capital, all as determined by Sponsor in its sole discretion. Entrant, who will enter the Contest on behalf of the eligible Company, must be a legal resident of the fifty (50) United States or the District of Columbia, at least the age of majority or older in the state in which they reside (19 in NE and AL, 18 in all other states) or have parental permission to enter the Contest, and must be an officer or owner of the Company.

Entrants and Company collectively referred to herein as “Entrant” or “entrant.”

Employees, directors, officers and agents of each of Detroit Demo Day LLC (“Sponsor”), Rock Ventures LLC, Opportunity Detroit LLC, and Detroit Venture Partners are not eligible to enter or win.

Companies that are franchises, or not-for-profit organizations are not eligible to enter or win.

Entries may only be submitted on behalf of a Company. Entrant must have prior written permission from an executive at the Company that: (i) grants permission to entrant to submit the Company and its ideas/products/services/concepts and (ii) verifies that such Company and its executives agree to these Official Rules, which written permission must be provided to Sponsor at its request. If such permission cannot be provided to Sponsor, the entrant/Company may be disqualified and the prize (if any) shall be forfeited.

This Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Detroit Demo Day LLC, 1074 Woodward Ave, Detroit, MI 48226.

3. Contest Entry Period: The Contest begins on March 21, 2019 and ends on June 14, 2019 (the "Contest Entry Period"). The Contest consists of a Round One (semi-finalist) selection, a Round Two (finalist) selection, and a Round 3 (winner) selection (all as defined below) as follows (each a "Round"):

Round	Round start date	Round end date
1*	March 21, 2019	May 5, 2019
2	May 6, 2019	June 14, 2019
3	June 14, 2019	June 14, 2019

*Round 1 shall be the only Round in which entrants may submit an entry into the Contest, and the start time/date and end time/date for Round 1 shall be referred to as "Round 1 Entry Period." All entries must be received before the end time/date of Round 1 to be valid.

For the avoidance of doubt, only Companies that are selected and verified as Round One semi-finalists will be considered for the Round Two selection and only Companies that are selected and verified as Round Two finalists will be eligible for Round Three selection.

In the event that any round start or end date or time is changed, which Sponsor reserves the right to do so in its sole discretion, Sponsor shall notify all eligible entrants that have not been eliminated from the Contest by email of such changes at least twenty-four (24) hours prior to such change becoming effective.

4. How to Enter: During the Round 1 Entry Period, Entrants must fully complete the registration form available at detroitdemoday.com/apply.

Entrants who do not follow all of the instructions, provide the required information in their registration form, and/or abide by these Official Rules or other instructions of Sponsor may be disqualified. Contest entries must comply with the Entry requirements set forth herein to be valid. As used herein, "Entry" refers to all content you submit in connection with the Contest. Sponsor reserves the right to remove any Entry that does not adhere to the submission requirements, as determined in Sponsor's sole discretion, and/or disqualify the entrant. Entries must be in English.

By submitting an Entry for the Contest, you hereby warrant and represent that your Entry conforms to the Entry Requirements set forth herein.

Limit: One (1) entry per Company during the entire Contest Entry Period.

Automated entries are prohibited, and any use of automated devices will cause disqualification. Entrants may not enter with multiple e-mail addresses nor may entrants use any other device or artifice to enter multiple times or as multiple entrants. Any entrant and/or Company who attempts to enter with multiple e-mail addresses, under multiple identities, or uses any device or artifice to register multiple times will be disqualified and forfeits any and all prizes won, in Sponsor's sole discretion. Multiple entrants are not permitted to share the same e-mail address. Should multiple users of the same e-mail account enter the Contest and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said e-mail account at the time of entry will be considered the entrant. "Authorized Account Holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. Potential winner may be required to show proof of being the Authorized Account Holder.

5. Entry Requirements: Entrants represent and warrant that their Entry does not violate the rights of any other person or entity, and publication of the Entry via various media including Web posting will not infringe on the rights of any third party. Any such entrant will indemnify and hold harmless Released Parties (defined below) from any claims to the contrary. Any entrant whose Entry includes likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to, depictions of persons, buildings, trademarks or logos) must be able to provide legal releases for such use including Sponsor's use of such Entry, in a form satisfactory to administrator, upon request, prior to award of prize and/or naming of entrant as a Finalist.

By submitting an Entry, you agree that your Entry is gratuitous and made without restriction, and will not place Sponsor under any obligation, and that Sponsor is free to use or otherwise disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your Entry, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you.

BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY AND ENTRY MAY BE POSTED ON SPONSOR'S WEBSITE OR ELSEWHERE ON THE INTERNET AS AUTHORIZED BY SPONSOR, IN SPONSOR'S DISCRETION. Submission of Entry grants Sponsor and its agents an unlimited, worldwide, perpetual, license and right to publish, use, publicly perform the Entry in any way, in any and all media, without limitation, and without consideration to the entrant.

All Entries submitted by you must conform to the additional submission requirements set forth herein:

- Entry must comply with these Official Rules and any Terms of Service on the Website (if any);
- Entry uploaded through the Website must be in digital format and must comply with the posting requirements set forth above and as posted on the Website;
- Entry cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity;
- Entry cannot be obscene or offensive, endorse any form of hate or hate group;
- Entry cannot defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies;
- Entry cannot contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind, without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- Entry cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission; Sponsor does not permit the infringement of others' rights and any use of materials not original to the entrant (except copyrighted materials owned by Sponsor) is grounds for disqualification from the Contest;
- Entry cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission;
- Entry cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and
- Entry cannot depict, and cannot itself, be in violation of any law.

ALL ENTRIES POSTED TO THE WEBSITE ARE NOT EDITED BY SPONSOR AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants. Sponsor reserves the right to waive the Contest submission requirements set forth herein in its reasonable discretion.

Sponsor reserves the right, in its reasonable discretion, during or upon completion of the Contest Period, to request that any entrant resubmit his or her Entry which fails to comply with the Contest entry requirements prior to any judging or voting period.

6. Round 1 Judging/Notification: Semi-Finalists will be determined as follows – At the conclusion of the Round 1 Entry Period, Sponsor will review and judge each of the following Entry portions (“Round 1 Judging Criteria”):

- **Team:** Leadership with the necessary skill sets and experiences to execute the strategy.

- **Advantage:** The factors that differentiate a company from their competition and make them uniquely great.
- **Scale:** The company’s long-term vision for growth and job creation.
- **Viability:** The likelihood a company will achieve its immediate plans using the sought after funding.

Each Entrant must select a contest category (a “Category”) reflecting the applicable Company’s revenue and market focus. Entrants may elect to be judged as one of the following: a “Start Funding” entrant, a “Grow Funding” entrant, or a “Scale Funding” entrant based on the criteria set forth below. Entrants may not elect to be judged as more than one Category. Sponsor reserves the right to modify each Entrant’s Category selection if Entrant’s Category selection does not reflect the Category criteria, in Sponsor’s sole discretion. The Category criteria are as follows:

Category	Eligibility	Eligible Prizes*
Start	Less than \$100,000 in total revenue for 2018; company seeking to serve either a national or local market	<ul style="list-style-type: none"> • One (1) \$50,000 grant • One (1) \$75,000 grant • One (1) \$100,000 grant
Grow	Between \$100,000 and \$2,000,000 in revenue for 2018; company seeking to serve a local market in the Detroit metro area	<ul style="list-style-type: none"> • One (1) \$150,000 loan • One (1) \$200,000 loan • One (1) \$250,000 loan
Scale	Between \$100,000 and \$2,000,000 in revenue for 2018; company seeking to serve a national market	<ul style="list-style-type: none"> ○ One (1) \$300,000 convertible note investment

* Prizes are subject to additional terms and conditions set forth below.

The (i) forty (40) Start Funding Entries that receive the highest total score amongst all Round 1 Judging Criteria within the Start Funding Category, (ii) forty (40) Grow Funding Entries that receive the highest total score amongst all Round 1 Judging Criteria within the Grow Funding Category, and (iii) twenty (20) Scale Funding Entries that receive the highest total score amongst all Round 1 Judging Criteria within the Scale Funding Category will be deemed the one hundred (100) potential semi-finalists, subject to verification (“Semi Finalist(s)”). There is no requirement that Sponsor give equal weight to any of the Entry portions.

In the event of a tie for a Semi-Finalist position, Sponsor shall evaluate the tied Entries within a Category based on the Round 1 Judging Criteria and determine the Finalist, subject to verification.

On or around May 25, 2019, Semi-Finalist Companies will be notified by phone and email at the information provided during registration. Sponsor is not responsible for change in email address and/or phone number.

7. Round 2 Judging/Notification: Finalists will be determined as follows – a panel of judges (the “Round 2 Contest Judges”) will review and judge each of the following Entry portions (“Round 2 Judging Criteria”):

- Team;
- Advantage;
- Scale; and
- Viability.

The (i) six (6) Start Funding Entries that receive the highest total score amongst all Round 2 Judging Criteria within the Start Funding Category, (ii) six (6) Grow Funding Entries that receive the highest total score amongst all Round 2 Judging Criteria within the Grow Funding Category and (iii) three (3) Scale Funding Entries that receive the highest total score amongst all Round 2 Judging Criteria within the Scale Funding Category will be deemed the potential finalists, subject to verification (“Finalist(s)”). There is no requirement that the Round 2 Contest Judges give equal weight to any of the Entry portions.

Finalists must be available to participate in an in-person meeting with Sponsor’s representatives, if requested by Sponsor, during Round 2. Any Finalist who is unable to meet with Sponsor within the Round 2 period if so requested by Sponsor may be disqualified from the Contest.

In the event of a tie for a Finalist position, Sponsor will evaluate the tied Entries within a Category based on the Round 2 Judging Criteria and determine the Finalist, subject to verification.

On or around May 25th, 2019, Finalist Companies will be notified by phone and email at the information provided during registration. Sponsor is not responsible for change in email address and/or phone number.

Each Finalist Company must be available to attend, participate in, and be eligible for the Finalist events held at Detroit Demo Day on June 14, 2019 in Detroit, Michigan.

8. Finalist Round 3 In-Person Demo Day Event/Judging/Notification:

NO TRANSPORTATION TO/FROM DETROIT DEMO DAY SHALL BE PROVIDED AND WILL BE EACH FINALIST COMPANY'S SOLE RESPONSIBILITY.

Round 3 In-Person Events: Only verified and qualified Finalists may participate in the Round 3 in-person Detroit Demo Day. Finalists who cannot attend the Round 3 In-Person Events will be disqualified from the Contest. Each Finalist must be available to attend, participate in, be present at, and be eligible for the following "Round 3 In-Person Events" held in Detroit, MI:

- All Finalists must provide an on-stage pitch and description of their business to the Detroit Demo Day audience lasting no longer than five minutes (a "Demo Day Pitch").

Sponsor reserves the right to provide additional restrictions, requirements, terms, and details regarding the Demo Day Pitches.

Demo Day Judging: Three judges selected by the Sponsor (the "Finalist Judges") will judge each Finalist's Demo Day Pitches portions as follows ("Pitch Judging Criteria"):

- Team;
- Advantage;
- Scale; and
- Viability

The Start Funding Finalist Company whose Demo Day Pitch receives the highest total score amongst all Pitch Judging Criteria for Finalists in the Start Funding Category, the Grow Funding Finalist Company whose Demo Day Pitch receives the highest total score amongst all Pitch Judging Criteria for Finalists in the Grow Funding Category, and the Scale Funding Finalist Company whose Demo Day Pitch receives the highest total score amongst all Pitch Judging Criteria for Finalists in the Scale Funding Category will each be deemed a potential "Grand Prize Winner," subject to verification.

The Start Funding Finalist Company and the Grow Funding Finalist Company receiving the next highest total scores amongst all Pitch Judging Criteria within the Start Funding Category and the Grow Funding Category, respectively, will each be deemed a "First Runner Up," subject to verification.

The Start Funding Finalist Company and the Grow Funding Finalist Company receiving the next highest total scores amongst all Pitch Judging Criteria within the Start Funding Category and the Grow Funding Category, respectively, will each be deemed a "Second Runner Up," subject to verification.

In the event of a tie for any position, Sponsor may elect one Finalist Judge to evaluate the tied Demo Day Pitches based on the applicable judging criteria, whose determination shall be determinative.

Grand Prize Winner, First Runners Up, and Second Runners Up receiving a prize, are referred to herein collectively as “Winner(s).” Grand Prize Winners will be notified between approximately 5:00pm and 7:00pm on June 14, 2019 at Detroit Demo Day.

9. General Judging and Notification Terms: All judging will be conducted by various Contest judges, all as selected by Sponsor in its sole discretion. All Contest judges’ decisions are final and binding in all respects relating to the selection of the Semi-Finalists, Finalists, and Winners. If any potential Semi-Finalist’s, Finalist’s, or Winner’s notification is returned as undeliverable, or a potential winner (at any level) declines the prize as awarded, the spot and/or prize may be forfeited, in Sponsor’s sole discretion. Sponsor’s decisions on all matters relating to this Contest are final and binding in all respects pertaining to this Contest. Semi-Finalists, Finalists, and Winners are subject to verification, including verification of age. Winners, Semi-Finalists, and/or Finalists may also be required to complete, sign and return an Affidavit/Declaration of Eligibility/Liability Release, and, where lawful, a Publicity Release within the time specified by Sponsor or prize may be forfeited. All prizes shall be awarded to the Company and not to any particular entrant/individual.

10. Prizes The prizes available to be awarded to the verified winning Companies are as follows:

Start Funding Category

- Grand Prize (1): One Grand Prize Winner Company will receive an up to \$100,000 grant. Approximate Retail Value (“ARV”): \$100,000. The terms and form of the grant agreement will be provided by Sponsor to the Grand Prize Winner, and may vary in structure based on the winning Company’s current organizational structure, which shall be discussed with Sponsor and ultimately decided by Sponsor in its sole discretion. In no event shall the Grand Prize exceed \$100,000 value. Additional Grand Prize details to be discussed and provided to the winning Company.

- First Runner Up Prize (1): One First Runner Up Company will receive an up to \$75,000 grant. Approximate Retail Value (“ARV”): \$75,000. The terms and form of the grant agreement will be provided by Sponsor to the First Runner Up Winner, and may vary in structure based on the winning Company’s current organizational structure, which shall be discussed with Sponsor and ultimately decided by Sponsor in its sole discretion. In no event shall the First Runner Up Prize exceed \$75,000 value. Additional First Runner Up Prize details to be discussed and provided to the winning Company.

- Second Runner Up Prize (1): One Second Runner Up Company will receive an up to \$50,000 grant. Approximate Retail Value (“ARV”): \$50,000. The terms and form of the grant agreement will be provided by Sponsor to the Second Runner Up, and may vary in structure based on the winning Company’s current organizational structure, which shall be discussed with Sponsor

and ultimately decided by Sponsor in its sole discretion. In no event shall the Second Runner Up Prize exceed \$50,000 value. Additional Second Runner Up Prize details to be discussed and provided to the winning Company.

Grow Funding Category

- Grand Prize (1): One Grand Prize Winner Company will receive an up to \$250,000 interest-free loan in the form of a promissory note. Approximate Retail Value (“ARV”): \$250,000. The terms and form of the promissory note will be provided by Sponsor to the Grand Prize Winner, and may vary in structure based on the winning Company’s current organizational structure, which shall be discussed with Sponsor and ultimately decided by Sponsor in its sole discretion. In no event shall the Grand Prize exceed \$250,000 value. Additional Grand Prize details to be discussed and provided to the winning Company.

- First Runner Up Prize (1): One First Runner Up Company will receive an up to \$200,000 interest-free loan in the form of a promissory note. Approximate Retail Value (“ARV”): \$200,000. The terms and form of the promissory note will be provided by Sponsor to the First Runner Up Prize Winner, and may vary in structure based on the winning Company’s current organizational structure, which shall be discussed with Sponsor and ultimately decided by Sponsor in its sole discretion. In no event shall the First Runner Up Prize exceed \$200,000 value. Additional First Runner Up Prize details to be discussed and provided to the winning Company.

- Second Runner Up Prize (1): One Second Runner Up Company will receive an up to \$150,000 interest-free loan in the form of a promissory note. Approximate Retail Value (“ARV”): \$150,000. The terms and form of the promissory note will be provided by Sponsor to the Second Runner Up Prize Winner, and may vary in structure based on the winning Company’s current organizational structure, which shall be discussed with Sponsor and ultimately decided by Sponsor in its sole discretion. In no event shall the Second Runner Up Prize exceed \$150,000 value. Additional Second Runner Up Prize details to be discussed and provided to the winning Company.

Scale Funding Category

- Grand Prize (1): One Grand Prize Winner Company will receive an up to \$300,000 investment in the form of a convertible-to-equity promissory note. Approximate Retail Value (“ARV”): \$300,000. The terms and form of the convertible-to-equity promissory note will be provided by Sponsor to the Grand Prize Winner, and may vary in structure based on the winning Company’s current organizational structure, which shall be discussed with Sponsor and ultimately decided by Sponsor in its sole discretion. In no event shall the Grand Prize exceed \$300,000 value. Additional Grand Prize details to be discussed and provided to the winning Company.

Prizes will solely be awarded to the Company and no prize will be awarded to any individual/team member/executive.

All prizes will be subject to terms, conditions, and restrictions. Winners may be required to participate in a technical assistance or business basics course as a condition to receiving a Prize, in Sponsor’s sole and absolute discretion.

ARV is as of date of printing of these Official Rules. The difference in value of prize as stated herein and value at time of prize notification, if any, will not be awarded. Limit: one (1) prize per entrant/Company. Prizes are non-transferable and no cash equivalent or substitution of prize is offered, except at the sole discretion of the Sponsor. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. Prize winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether it, in whole or in part, is used.

11. Release: As a condition of entering, entrants/Companies agree (and agree to confirm in writing): (a) to release Sponsor, Detroit Venture Partners, and each of its and their respective affiliates, subsidiaries, retailers, and agents, and each of their officers, directors, employees and agents (“Released Parties”), from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize or any item redeemed therewith or any travel related to any event; (b) under no circumstances will any entrant be permitted to obtain awards for, and entrant hereby knowingly and expressly waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses and/or any rights to have damages multiplied or otherwise increased; (c) all causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred (if any), excluding attorneys’ fees and court costs.

12. Publicity: Except where prohibited by law, each winning Company and entrant grants (and agrees to confirm this grant in writing, if requested) permission for Sponsor and those acting under its authority to use their name, photograph, logo, product and services names, and/or likeness (as applicable), for advertising and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without compensation.

13. General Conditions: Sponsor is not responsible for lost, late, misdirected, undelivered, incorrect, or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of the entries. Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, bugs, virus, technical failures, or any other factor beyond Sponsor’s reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. In the event of cancellation, Sponsor may cancel all prizes at its sole discretion. Sponsor is not responsible for computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions, the website, or network connections that are human or technical in nature. Sponsor reserves the right, in its sole discretion, to disqualify any individual or Company it finds to be tampering with the entry process, the website, or the operation of the Contest or to be

acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor reserves the right, in its sole discretion, to disqualify any individual or Company if Sponsor determines, in its sole and absolute discretion, that such individual or Company poses a risk to the property, physical wellbeing or reputation of Sponsor, Sponsor's affiliates, the Contest or any other entrant.

14. Binding Arbitration: Any controversy or claim arising out of or relating to this Contest shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Michigan law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS CONTEST IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

BY PARTICIPATING IN THE CONTEST, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND (2) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY SET FORTH ABOVE AND IN SECTION 11(B)-(D), SO SUCH LANGUAGE MAY NOT APPLY TO EVERY ENTRANT.

15. Governing Law & Jurisdiction: This Contest and its Official Rules are governed by US law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Official Rules, or the rights and obligations of entrants and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Michigan, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 14 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Michigan, in the City of Detroit.

16. Entrant's Personal Information: Please see the privacy policy located at detroitdemoday.com for details of Sponsor's policy regarding the use of personal information collected in connection with this Contest. If selected as a winner, your information may also be included in a publicly-available winner's list.

17. Winner's List: For a list of winners, see the detroitdemoday.com website for more details.