## AgeTech Collaborative<sup>TM</sup> from AARP & Empire 2023 Pitch Competition CONTEST OFFICIAL RULES NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. BRIEF OVERVIEW: The 2023 **AgeTech Collaborative**<sup>TM</sup> **from AARP** Pitch Competition ("Promotion") takes place on **April 24, 2023** at 11:00 am EST to 1:00pm EST ("Promotion Period"). The Promotion consists of a Prize Contest. More specific details are stated below.
- 2. ELIGIBILITY: The Promotion is open to all incorporated non-profits and for-profits organizations in good standing in their state of origin with its principal place of business located within the fifty (50) United States and the District of Columbia as of the date of entry ("Entrants"). The officers, directors, and employees of each Entrant shall not be the parent, child, spouse or sibling of an officer, director, or employees of AARP (also referred to as "Sponsor"). The officers, directors, and employees of each Entrant shall not be the parent, child, spouse or sibling of an officer, director, or employees of an AARP subsidiary, affiliate, advertising/promotion agencies, and/or their affiliates, assigns or representatives (hereinafter referred to collectively as "Sponsor & Others"), and all other persons or entities associated with the development, administration, promotion, execution of, supply to or printing of this Promotion.

## 3. HOW TO PARTICIPATE/SELECTION OF WINNER/PRIZE/ODDS OF WINNING:

- A. By entering the AARP Pitch Competition, Entrants enter for a chance to win the 2023 AARP Pitch Competition which will include one (1) monetary Prize consisting of one (1) \$10,000 cash prize awarded to the Prize Winner based on the decision of the judges during the AARP Pitch Competition. To enter the Promotion, the Entrant, must complete the entry form and review contest rules. Entrants are responsible for determining the appropriate beginning and ending times in their respective time zones. Upon submission of the completed Official Entry Form, each Entrant will be entered into the AARP Pitch Competition. Only one (1) entry per entity is permitted.
- B. Selection of AARP Pitch Competition Winners ("Pitch Winners"): On approximately, April 24, 2023 at approximately 1:30pm EST, the winner will be selected by the decision of the judges. The Pitch Winner will be selected from all entries received throughout the Promotion Period and will be evaluated based on a live 3 to 5-minute pitch of its product or service. Judges will evaluate Entrants based with respect to 50+ product/market fit, innovative idea, founders/management team, and ability to scale. The highest scoring Entrant will be the Prize Winner. In the event of a tie, tied entries will be re-judged based on the same criteria listed above and the Pitch Winner will be determined by Sponsor in its sole discretion. Entrants agree to the Official Rules and to the decisions of the Judges, which shall be final and binding in all respects. Award of a prize to any winner will be subject to verification of that winner's eligibility and compliance with these Official Rules.
- C. Notification: The Pitch Winner will be notified during the Pitch Competition event on or about **April 24, 2023**. The Pitch Winner must be present and pitch to have a chance to win. The return of any prize notification message or document as undeliverable will result in disqualification of the applicable winner, the forfeiture of his or her interest in the prize and the selection of a substitute winner with the next highest score.

D. Prizes for the AARP Pitch Competition: The Pitch Winner will receive a prize of \$10,000 USD or a prize with an Approximate Retail Value ("ARV") of \$10,000. If the actual retail value of the Prize differs from its stated ARV, the Pitch Winner will not receive the difference in value. Limit: Pitch Winners will receive their respective Prizes within 30 days of being confirmed as the winner. Odds of Winning: The odds of winning depend on the number of eligible entries received, and the Judge's evaluation of said entries.

Entrant representatives need not be an AARP member in order to enter and/or win the Prize Contests. Being an AARP member will not increase Entrants' chance or odds of winning.

TERMS AND CONDITIONS APPLICABLE TO PITCH WINNERS ("PRIZE RECIPIENTS"):

- E. Prize Limit: An entity, including an officers, directors, and employees regardless of email address used, may only win one (1) AARP Pitch Competition Prize throughout the Promotion Period. The Prize Recipients will receive the Prizes after having been confirmed as a Winner. Prizes are not transferable or substitutable except by Sponsor with one of equal or greater value. Sponsor is not responsible for any Prize Recipient's inability to utilize its prize. All federal, state and local taxes are solely the responsibility of the Prize Recipients. Additionally, at the sole discretion of the Sponsor, disqualification, forfeiture and the selection of alternate Prize Recipients may result from any of the following: (a) a potential Winner's failure, upon request, to provide Sponsor with satisfactory proof of eligibility; (b) a potential Winner's failure to accept or utilize Prizes as provided herein; or (c) any other non-compliance, as determined by Sponsor in its sole discretion, with the Official Rules.
- 4. LIMITATIONS OF LIABILITY: Sponsor & Others are not responsible for interrupted or unavailable network server or other connections; for miscommunications; failed telephone, computer or electronic transmissions; for jumbled, scrambled or misdirected entries or transmissions; for phone, electrical, network, technology or computer hardware or software or program malfunctions, failures or difficulties; or any other errors, omissions, interruptions, or deletions of any kind, whether human, mechanical or electronic; or for non-receipt of any entry regardless of the cause of it not being properly received by Sponsor. Sponsor & Others are not responsible for illegible, unintelligible, late, lost or stolen entries; for incorrect or inaccurate entry information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion; or for any technical, printing or human errors which may occur in the receipt, non-receipt or processing of any entries, Tickets or Ticket stubs in the Promotion. In no event will Sponsor award more Prizes than are stated in these Official Rules. Persons found tampering with or abusing any aspect of the Promotion, as solely determined by Sponsor, will be disqualified and may be subject to prosecution. Any person attempting to enter using multiple email addresses, multiple identities or any other device or artifice to enter multiple times or to interfere with the proper play of the Promotion will be disqualified from participation in the Promotion. If, in the judgment of Sponsor, the Promotion is compromised by viruses, bugs, non-authorized human intervention or other causes beyond the control of Sponsor, which or may corrupt the administration, security, fairness or proper play of the Promotion, Sponsor reserves the right, in its sole discretion, to modify, discontinue, suspend or terminate the Promotion and proceed to select a potential Winner in a manner it deems fair and reasonable.

SPONSOR & OTHERS MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AS REGARDS ANY PRIZE OR ANY COMPONENT OF ANY PRIZE. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES. CHECK YOUR LOCAL LAWS TO LEARN IF ANY OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

- 5. PRIVACY POLICY: Any personally identifiable information collected during an entrant's participation in the Promotion will be collected by Sponsor and used by Sponsor in accordance with Sponsor's Privacy Policy as such is stated at https://www.aarp.org/about-aarp/privacy-policy/
- 6. PUBLICITY AND INTELLECTUAL PROPERTY RIGHTS: By accepting a prize, the Prize Recipients agree to allow Sponsor and/or Sponsor's designees the perpetual right to use its corporate trade name and trademark, the name of its representative, the Prize Recipient's representatives biographical information, photos, videos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, worldwide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law. Entrants grant the Sponsor all rights of ownership, reproduction, and use of entries for any purpose whatsoever without compensation or further permission, including but not limited to an irrevocable and perpetual, royalty-free, worldwide right, in all media (now known or later developed) to assign, use, publish, edit, adapt, modify, alter, reproduce, distribute, display, copyright, create derivative works or otherwise exploit entries, for commercial or non-commercial use, and without compensation to the Entrant. By entering the Contest, each Entrant waives any and all rights it may have to its Entry, including the rights of its representative. To the extent Entrant has any rights in the Entry; Entrants assigns all such rights to the Sponsor by entering the Contest.
- 7. GOVERNING LAW: Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of Washington, DC.
- 8. RELEASE: By participating, each entrant on behalf of itself and its representatives, releases and agrees to indemnify and hold harmless Sponsor & Others from and against any and all costs, claims, damages, or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel, or slander), due in whole or in part, directly or indirectly, to participation in the Promotion, or arising out of the receipt, use or misuse, or enjoyment of any Prize.
- 9. GENERAL: By entering the Promotion, Entrants agree to abide and to be bound by these Official Rules and the decisions of Sponsor, which shall be final in all matters pertaining to this Promotion. Void outside of the fifty (50) United States/District of Columbia and wherever prohibited or restricted by law. All federal, state and local laws and regulations apply. Entries become property of Sponsor and will not be returned.
- 10. WINNER'S LIST: To obtain the names of the Prize Recipients, send a properly stamped, self-addressed envelope, by **July 31, 2023**, to AARP, Hatchery, 601 E St. NW, Washington, DC 20049.
- 11. SPONSOR: AARP, 601 E Street NW, Washington, DC 20049

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