



For more information, please contact:  
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## **Rules and Regulations for Race for the Space®**

Young Entrepreneurs Academy, Inc., a New York not-for-profit corporation, on behalf of a wholly-owned subsidiary (hereinafter “R4tS”), together with the other Contest Hosts (as defined below), is undertaking a retail business competition subject to the following terms and conditions (the “Competition”). Submission of an application in the Competition constitutes a legally binding agreement between the applicant and R4tS according to the following terms, conditions, and covenants.

The purpose of the Competition is to generate a more vital, dynamic and robust retail presence in downtown Rochester, New York by facilitating the establishment of successful retail businesses. The Competition will award a highly desirable, fully built-out retail location that will be provided free for the first year of occupancy and at a discount for the second year, as well as providing valuable business mentoring and publicity associated with participation in, and winning, the Competition itself. It will attract terrific retail and food and beverage business ideas that will be turned into exciting and attractive realities as part of reinvigorating Rochester’s downtown.

The following rules apply to all applicants to participate in the Race for the Space®:

### **Applicants**

- Eligibility: Race for the Space® competition is open to applicants ages 18 and older from anywhere in the United States of America, in the retail, fitness, beauty, food or beverage industries. All applicants must apply online through the Race for the Space® website, [www.raceforthespace.org](http://www.raceforthespace.org)
- Contestant will be required to sign a waiver to participate in the Competition as outlined, and must agree to be photographed for media purposes. Each applicant and contestant grants permission to use his/her name, likeness or comments for publicity purposes without payment of additional consideration. Each applicant shall provide all information reasonably requested by the Race for the Space® committee.
- The Competition focuses on applicants that intend to operate exciting, attractive and successful retail or food and beverage businesses in the heart of downtown. All applicants will need to have their own or outside operating financing in addition to the built-out space and other benefits to be awarded in the Competition in order to

succeed. Only retail businesses will be eligible to participate in the Competition. For this purpose, “retail business” means a business that is primarily engaged in making retail sales of goods, food, beverages or services to customers who personally visit such facilities to obtain goods or services. All other businesses are excluded from the Competition.

- The Race for the Space® committee, official Judges and organizing committee (the Reviewing Parties) will endeavor to keep all business ideas submitted by applicants confidential. However, before submitting their applications, R4tS urges applicants to confirm with appropriate advisors or legal counsel that any intellectual property described therein is held by the applicant and appropriately protected.
- The authors of each applicant submission will retain all copyrights to the contents of their submission, provided that the Reviewing Parties may make photocopies, photographs, and video and/or audio recordings of any data or information divulged, presented, or discussed by any applicant throughout that applicant’s participation in the Competition. By entering the Competition, applicants agree to grant a license to the Reviewing Parties to use such materials without restriction and to conduct such due diligence as the Reviewing Parties determine is necessary or desirable for purposes of evaluating the application and carrying out the Competition as described herein.
- In addition, the Reviewing Parties will have the right to publicly post certain information about accepted applicants and their applications on the public areas of the Reviewing Parties’ websites, including, but not limited to, name and category of business, logo, and an abstract of the proposed business.
- Only those applicants selected by the Race for the Space® committee to participate as contestants in the competition (each, a CONTESTANT) will be contacted. CONTESTANT will be selected by the Race for the Space® committee, in its sole discretion, based upon the applicants’ submitted retail business ideas determined by the committee to have a significant likelihood or possibility to achieve sustained commercial success if selected as the WINNER.
- Additional rules and regulations will apply to Race for the Space® CONTESTANT and WINNERS. Additional information is available from Race for the Space®.
- By submitting an application or participating in the Race for the Space®, each applicant acknowledges and agrees that they have entered the contest of their own free will, that the full Rules and Regulations of the Race for the Space® contest have been made available to them on [www.raceforthespace.org](http://www.raceforthespace.org). By entering this contest, each participant agrees to indemnify, release, and hold harmless Race for the Space®, Young Entrepreneurs Academy, Inc., City of Rochester, Rochester Downtown Development Corporation, County of Monroe, the Victor E. Salerno Center for American Enterprise, St. John Fisher College, and the Farash Foundation and their agents, affiliates, sponsors, representatives or employees from any liability, damages, losses, or injury resulting

in whole or in part, directly or indirectly, from the participant's entry into Race for the Space®.

- Other Conditions
  - An individual who submits an application on behalf of a business entity represents and warrants he or she has requisite authority to act on behalf of such entity.
  - For purposes hereof, "applicants" includes individuals and business entities. There is no limit to the number of people on an applicant's team.
  - All applications must be the original work of the applicant making the submission.
  - Existing businesses may propose a new business that would have operations at the Competition's award location.
  - Partially completed applications will not be accepted. Applications for the Competition are due by 11:59 P.M. EDT on February 13, 2021.
  - Applicants risk disqualification if they or someone on their behalf communicates with the Contest Hosts or Reviewing Parties in an attempt to influence the Competition, beyond submitting applications and providing further data or information as requested.
  - The decisions of the judges and R4tS are final, including interpretation of these Rules and Regulations.
  - R4tS takes no responsibility for agreements between applicants and third parties.
  - Applicants who engage in immoral, illegal or other activity that may adversely affect the image of R4tS or any other Contest Host, or other applicants, are ineligible for the Competition.
  - All applicants and award recipients must comply with these Rules and Regulations. Any violation of these Rules and Regulations will disqualify an applicant from the Competition, and result in forfeiture of any awards the applicant received in connection with the Competition.
  - There is no limit to the number of applications for which an individual person may be a part; except that no individual person can be part of more than one applicant team that receives an award.
- The rules and regulations of this contest are subject to change. In the event of a modification, all applicants will be notified. The information contained herein while believed to be accurate is not guaranteed.

**Applicant's Representations and Warranties** By submitting an application, applicants represent and warrant that:

- The information in the application is and will be true and accurate.
- The ideas contained in the application will not infringe upon the rights, including privacy and intellectual property rights, of any third party.

- The applicant has a reasonable basis for holding the intellectual property that forms the basis or is integral to the applicant's business or the proposed business submitted in the Competition.
- The applicant has and will have the right and authority to submit the content in its application to R4tS.
- The applicant will obtain permission or a license, as appropriate, for any third party materials, information or other intellectual property contained in its application.
- The applicant will comply with all applicable laws and regulations in connection with its activities relating to the Competition.
- The applicant will not attempt to hold R4tS responsible or liable for any third party violation of its intellectual property rights as a result of participation in the Competition.
- No member, officer, director, employee or shareholder of the applicant has a business or close family (parent, sibling, spouse, partner or significant other) relationship with any officer, member, director or senior management person of R4tS or any other Contest Host.
- The applicant consents to R4tS performing a background check with respect to the applicant and its principals.

#### **CONTESTANT's Obligations**

- Each of the CONTESTANTS must attend and actively participate in each of the three Saturday Business Coaching Workshops to be held on Saturday, March 6<sup>th</sup> from 9am to 4pm, Saturday, March 13<sup>th</sup> from 9am to 4pm and Saturday, March 20<sup>th</sup> from 9am to 4pm.
- Each of the CONTESTANTS must present a 3 minute pitch to the Race for the Space® official judging panel on Friday, April 23<sup>rd</sup> in Rochester, NY who will select the WINNER and a RUNNER UP from among the CONTESTANTS, in its sole discretion, based upon the CONTESTANTS' submitted retail business ideas and pitch determined by the judges to have a significant likelihood or possibility to achieve sustained commercial success. Guidelines for the "Pitch" to the Race for the Space® official judging panel will be provided only to the CONTESTANTS, and as part of the Saturday Business Coaching Workshops.
- Each CONTESTANT commits that, if selected as the WINNER, that CONTESTANT will fully perform in good faith all of the obligations of the WINNER and use his or her commercially reasonable best efforts to make his or her business a success. Any CONTESTANT selected as the RUNNER UP will commit to fully perform in good faith all of the obligations of the WINNER and use his or her commercially reasonable best efforts to make his or her business a success in the event that the WINNER selected by the judges fails to do so.

#### **WINNER's Obligations**

- Execute a 2-year (or longer term) lease agreement with selected property owner for the designated Race for the Space® location by June 4<sup>th</sup>, 2021. The first year of the lease term will be at no cost to the WINNER and the second year will be at a rate that is a discount to fair market rental rates in similar, adjacent locations. Rental rates for any additional years will be as may be negotiated between the WINNER and the property owner. Other terms of the lease can be obtained from Race for the Space® WINNER's business at the designated Race for the Space® location must be open to the public no later than November 6<sup>th</sup>, 2021.
- WINNER must participate in the Race for the Space® public relations campaigns and appearances for a 12-month period following the announcement of the award.
- WINNER shall use his or her commercially reasonable best efforts to make his or her business a success in the designated Race for the Space® location.
- WINNER must operate WINNER's business at the designated Race for the Space® location during standard retail business hours, minimum of 5 days per week.
- Winner must abide by all laws and regulations as well as secure necessary permits, registrations and insurance necessary to operate legally in the City of Rochester.

**Prize Package:**

- The WINNER will receive FREE RENT for their first year of a 2-year lease in one of the available retail spaces offered by the Race for the Space® contest.
- The WINNER will receive FREE installation of customary landlord installed tenant improvements and related build-out of the leased premises. Professional services will be provided by the Race for the Space® sponsors and volunteers.
- Prize is non-transferable. No substitution or cash equivalent of prizes is permitted.
- Availability of facilities in the building inventory prize package are subject to change.
- For purposes of this document, "Contest Hosts" includes, but is not limited to Race for the Space®, Young Entrepreneurs Academy, Inc., City of Rochester, Rochester Downtown Development Corporation, County of Monroe, Victor E. Salerno Center for American Free Enterprise, St. John Fisher College, and the Farash Foundation and their agents, affiliates, sponsors, representatives or employees and their respective parent, affiliate and subsidiary companies, agents, and representatives. Contest Hosts are not responsible for any typographical or other errors in the offer or administration of Race for the Space®, including, but not limited to, errors in any printing or posting or these Rules and Regulations, the selection and announcement of any winner, or the distribution of any prize. Contest Hosts reserve the right to terminate, suspend or amend Race for the Space®, without notice, and for any reason.
- Contest Hosts are not responsible for incorrect or inaccurate transcription of entry information, or for any human error, technical malfunction, lost or delayed data transmission, omission, interruption, deletion, line failure or malfunction of any telephone network, computer equipment or software, the inability to access any website or online service or any other error, human or otherwise.

- Contest Hosts do not make any warranties, expressed or implied, as to the condition, fitness, merchantability or value of the prize. Any tax liability or other consequences arising from WINNER's receipt of the Race for the Space® prize package or any portion thereof are the sole responsibility of the WINNER.

#### Other Matters

R4tS does not discriminate against any applicant on the basis of race, color, creed, ethnicity, gender, disability, age, sexual orientation, gender expression, military status or marital status.

R4tS may waive any term or condition herein at its sole discretion. Such waiver will not be deemed a waiver of any other term or condition, whether similar or different. If any term or condition herein is invalid or unenforceable, that provision will be construed, limited, modified or, if necessary, severed, to the extent necessary to eliminate its invalidity or unenforceability, and the other provisions will remain in full force and effect.

These terms and conditions shall be governed and construed in accordance with the laws of the United States of America and the State of New York, without regard to conflicts of law provisions. Exclusive venue for any litigation arising from the Competition or these Terms and Conditions shall be the State or Federal courts located in Monroe County, New York.