

Cox Business Get Started OKC: Network. Learn. Pitch Contest Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS, RULES, AND REGULATIONS APPLY. VOID WHERE PROHIBITED BY LAW.

1. DESCRIPTION: The "Cox Business Get Started OKC: Network. Learn. Pitch Contest" ("**Contest**") is a contest of skill. The Contest begins on February 1, 2013 and ends on March 12, 2013. The entry period for the Contest begins at 8:00 AM EST on February 1, 2013 and ends at 12:01 am EST on February 21, 2013 ("**Entry Period**"). The sponsor of this Contest is Cox Communications, Inc. d/b/a Cox Business ("**Sponsor**"), 1001 Summit Atlanta GA 30346.

2. ELIGIBILITY: Contest is open only to legal residents of Oklahoma who: (1) are at least 18 years of age; (2) are the owner, principal, or general manager of a business that is physically located within a Cox Business serviceable area ("**Entrants**"). You are ineligible to enter if you have any contractual arrangement that would prohibit you from entering into a contract with Sponsor. Employees, shareholders, officers, directors, agents, and representatives of Sponsor, Cox Enterprises, Inc., Mansueto Ventures LLC d/b/a Inc. Magazine (collectively, the "**Contest Entities**") and each of their respective parent companies, affiliates, divisions, subsidiaries, agents, representatives and promotion and advertising agencies, together with the Immediate Family Members and Household Members of each, are not eligible to participate in the Contest. For purposes of the Contest, "**Household Members**" shall mean those people who share the same residence at least three months a year with the Entrant and "**Immediate Family Members**" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses regardless of where they live.

3. HOW TO ENTER: You can enter the Contest by visiting the official registration page at www.etches.com/CoxOklahomaCity (the "**Website**") and completing all of the required information and following all posted instructions. You will be required to submit information about your business idea ("Pitch") as part of your entry. This includes a 250 word or less description of your business idea. By participating in the Contest, you agree that Sponsor's use of your personal information will be in accordance with its Privacy Policy (<http://ww2.cox.com/aboutus/policies/your-privacy-rights.cox>), and Mansueto Ventures' use of your personal information will be in accordance with its Privacy Statement (<http://www.inc.com/about/privacy.html>), which are hereby incorporated by reference. Maximum one (1) entry per person, per household, and per email address.

Entry Restrictions. Your entry and your Pitch (1) must be suitable for a general audience; (2) cannot contain any disparaging, libelous or other inappropriate content (all as determined in the sole discretion of Sponsor); (3) cannot contain any commercial content that promotes any product(s) or service(s) other than Sponsor; and (4) cannot contain any trademarks, copyrighted works or other intellectual property (other than works and intellectual property that you own, or for which you have obtained royalty-free rights for Sponsor to use in connection with this Contest (collectively, "Authorized Assets")). Any elements appearing in your entry must be entirely original, created by you, be in the public domain, or be an Authorized Asset. Use of any materials that are not original to you, not in the public domain, or that are not an Authorized Asset may result in disqualification. Sponsor reserves the right to disqualify any entry that violates the foregoing restrictions, as determined by Sponsor in its sole discretion.

The use of multiple identities and/or accounts is prohibited, and any attempt to obtain more than the stated number of entries will void that participant's entries and may result in participant's disqualification. Incomplete, forged, altered, automated, mechanically-reproduced, lost, late, misdirected, garbled, or illegible entries, or entries that do not meet the size or formatting requirements specified above, will be disqualified. Sponsor will not be responsible for failure to receive entries due to transmission failures or technical

failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender, Sponsor, or Sponsor's Contest application service provider. In the event of a dispute, all online entries will be deemed to have been submitted by the owner of the ISP account from which they were sent, provided that such person satisfies all other Contest eligibility requirements. For these purposes, an ISP account holder shall mean the natural person assigned to such ISP account by the Internet access provider, online service provider or other organization responsible for assigning ISP addresses for the domain associated with such ISP account. All entries become property of Sponsor and none will be returned. Any questions regarding the number of entries submitted or the owner of an ISP account shall be determined by Sponsor in its sole discretion, and Sponsor reserves the right to disqualify any entries by persons who submit false or misleading entry information or who Sponsor determines to be tampering with or abusing any aspect of the Contest.

Entrants who, at the sole discretion of Sponsor, violate any of these requirements will be deemed ineligible to be included in the Contest or receive a prize. The Sponsor reserves the right to disqualify, in their sole and absolute discretion, any Entrant deemed inappropriate or unsuitable to represent the Sponsor, or that does not comply with these Official Rules. In addition, Sponsor reserves the right to reject or disqualify any Entrant whose proposed entry or Pitch is, in Sponsor's sole discretion, potentially dangerous, may injure the Entrant or any person in attendance at the Event (as defined below) or may cause property damage.

BY ENTERING THE CONTEST, YOU ACKNOWLEDGE AND AGREE THAT (1) YOUR MATERIALS (AS DEFINED BELOW IN SECTION 6) ARE NOT CONFIDENTIAL AND NO CONFIDENTIAL OR FIDUCIARY RELATIONSHIP IS INTENDED OR CREATED BY ENTERING THE CONTEST; AND (2) THE CONTEST ENTITIES MAY POSSESS OR COME TO POSSESS INFORMATION THAT IS SIMILAR OR IDENTICAL TO YOUR MATERIALS, AND YOU HEREBY AGREE THAT THE CONTEST ENTITIES MAY USE SUCH SIMILAR OR IDENTICAL INFORMATION WITHOUT LIMITATION, COMPENSATION, OR CREDIT TO YOU.

4. SELECTION OF FINALISTS. At the conclusion of the Entry Period, ten (10) Entrants will be selected as finalists ("Finalists") by a committee of judges consisting of employees of Sponsor experienced in business technology and business development based on the following criteria ("Criteria"): (1) originality and innovation of the Pitch (40%); (2) ease of implementation of the Pitch (40%); and (3) extent to which the community can benefit from the Pitch (20%). The Entrants with the highest cumulative scores will be designated the Finalists. Because this is a contest of skill, being selected as a Finalist and winning the Contest is dependent on the quality and number of entries received.

Tiebreaker: In the event of a tie, the Finalist will be determined based upon the Entrant whose entry received the higher score for "originality and innovation of the Pitch." All decisions of the Contest judges are final.

Potential Finalists will be notified on or about February 22, 2013 at the telephone number or email address provided on that potential Finalist's entry form. In order to remain eligible to claim the prize, potential Finalist must respond to Sponsor's notification within twenty-four (24) hours of notice or attempted notice. Potential Finalist may be required to complete an affidavit of eligibility, and a liability and publicity release (except where prohibited by law), which must be notarized and returned within two (2) business days after notification, as well as provide Sponsor with a commitment to attend the Event. Sponsor's inability to reach a potential Finalist after a reasonable (as solely determined by Sponsor) effort has been made, the failure of a potential Finalist to timely respond to Sponsor's notification, the return of any notification as undeliverable, the inability of a potential Finalist to attend the Event, and/or a potential Finalist's failure to comply with any term or condition of these Official Rules may, in Sponsor's sole discretion, result in the potential Finalist's disqualification and the selection of a substitute potential Finalist based upon the Pitch that received the next highest score according to the Criteria.

5. WINNER SELECTION AND NOTIFICATION: Finalists must attend the "Get Started OKC: Network. Learn. Pitch." Event (the "Event") on Tuesday, March 5, 2013 from 5:30pm to 8:30pm at the Oklahoma History Center, 800 Nazih Zuhdi Drive, Oklahoma City, OK 73105 and compete in the Pitch review process ("Pitch Review Process"), which will occur as follows: At the time(s) designated by Sponsor, each Finalist will have 3 to 4 minutes to present his/her Pitch to a panel of judges consisting of business leaders in the Oklahoma City area (as chosen by Sponsor in its sole discretion). Then the judges will spend 3 to 5 minutes asking the Finalist

questions about his/her Pitch and providing a critique of his/her Pitch. The judges will then score each Finalist's Pitch according to the Criteria listed above. At the conclusion of the Pitch Review Process, the Finalist with the highest cumulative score will be named the potential winner of the Contest. In the event of a tie, the potential winner will be determined using the Tiebreaker procedures described above. Finalist must be present to win.

All Entrants and Finalists are responsible for transportation to and from the Event. All expenses and incidental costs, including transportation to and from the Event, are the sole responsibility of the Finalists and Entrants. At the Event, each Finalist must present valid government issued photo identification with proof of the Finalist's age, must present proof of eligibility, and must sign any statement that Sponsor may require. Each Finalist must personally appear at the Event by the announced cut off time to be eligible (as determined by Sponsor in its sole discretion). A Finalist's failure to attend the Event and/or register with a Sponsor representative prior to the announced cut off time, to present required identification or proof of eligibility, or to sign any paperwork required by Sponsor may result in immediate disqualification. Finalists must appear in person - no proxies are permitted. Finalists' attire at the Event is subject to Sponsor's approval. Sponsor has the right to review all attire before the Pitch Review Process begins. Sponsor reserves the right to determine in their sole discretion which Entrants have satisfied the entry requirements. ELIGIBLE FINALISTS MUST PARTICIPATE IN THE CONTEST IN ACCORDANCE WITH THESE OFFICIAL RULES. SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND REMOVE ANY FINALIST FROM THE EVENT WHOSE PITCH IS, IN SPONSOR'S SOLE DISCRETION, POTENTIALLY DANGEROUS, MAY INJURE THE FINALIST OR ANY PERSON IN ATTENDANCE, OR MAY CAUSE PROPERTY DAMAGE. Sponsor will not be liable if the Event, or any portion of it, is cancelled or delayed. Sponsor may, in its sole discretion, attempt to reschedule for a future event.

After the Event, Sponsor will post videos of each Finalist presenting his/her Pitch during the Pitch Review Process at the Event and receiving feedback from the Contest judges. Then, from March 6, 2013 at 11:59pm EST through March 12, 2013 at 11:59 EST (the "Public Voting Period"), members of the public will have the opportunity to visit the voting website (the exact URL will be announced via an email to be sent to Entrants) and vote for their favorite Pitch. Sponsor will be the official timekeeper for online voting during the Public Voting Period. Limit one (1) vote per valid email address per day during the Public Voting Period. Use of software or other automated processes to submit multiple votes is prohibited and votes submitted by such means will be disregarded. Sponsor will not be responsible for failure to receive votes due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender, Sponsor, or Sponsor's Contest application service provider. Please note that even if a particular Finalist is shown as the leader at the close of the Public Voting Period, that Finalist has not yet won. All results are unofficial until verified by Sponsor. On or about March 15, 2013, the Finalist who received the highest number of votes will be named the potential People's Choice Winner upon verification by Sponsor, and he/she will be notified at the telephone number or email address provided on that potential People's Choice Winner's entry form. In order to remain eligible to claim the prize, potential People's Choice Winner must respond to Sponsor's notification within twenty-four (24) hours of notice or attempted notice. Potential People's Choice Winner may be required to complete an affidavit of eligibility, and a liability and publicity release (except where prohibited by law), which must be notarized and returned within two (2) business days of notification.

6. MATERIALS/RIGHTS IN SUBMISSIONS/PUBLICITY RIGHTS/RELEASE: In consideration of any Entrant's participation in the Contest, each Entrant hereby grants Sponsor and its successors and assigns an irrevocable, fully paid up, non-exclusive, sublicensable (without consent), transferable, worldwide license to use, execute, reproduce, display, perform, broadcast, telecast, webcast, distribute, re-use, publish, re-publish, edit, composite, morph, scan, duplicate, alter, and/or prepare derivative works of the Entrant's Materials (as defined below), and to permit others to do the same, for exploitation or commercial or promotional use throughout the universe, in perpetuity, by means of any and all media and devices whether now known or hereafter devised. "**Materials**" shall include, without limitation, the Entrant's entry, Pitch, and/or participation in the Event and/or Pitch Review Process (including, without limitation, any audio or video footage of the Entrant during the Event and/or Pitch Review Process), including, but not limited to (a) the Entrant's name, voice, image, likeness, hometown, and any other information, biographical data, and/or material submitted by

Entrant in connection with the Contest; and (b) all graphics, statements, performances, presentations, and quotations of or by Entrant and/or furnished by Entrant in connection with this Contest.

Each Entrant agrees and acknowledges that participation in the Contest, including, without limitation, the Entrant's decision to publicly perform before the Sponsor for purposes of the Contest, shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between the Sponsor and Entrant, does not place the Sponsor in a position that is any different from the position held by members of the general public with regard to elements of the Materials, and that the only contract, express or implied, between the Sponsor and Entrant is as set forth in these Official Rules and the release forms.

The Sponsor is not responsible for any Materials provided by Entrants which are deemed harmful or offensive to others or for any harm incurred as a result of participation in the Contest. The Sponsor make no warranties, express or implied, as to the content or the accuracy or reliability of any information or statements contained in any Materials. All statements and opinions made by Entrants are those of such Entrants only, and the Sponsor neither endorses nor shall be held responsible for the reliability or accuracy of same.

7. PRIZES: Grand Prize (1): Subject to verification of eligibility and compliance with these Official Rules, one (1) winner will receive a package of Cox Business technologies worth up to \$5,000.00 (ARV: \$5,000.00).

People's Choice Prize (1): Subject to verification of eligibility and compliance with these Official Rules, one (1) winner will receive a promotional package including a profile of the People's Choice winner and his/her Pitch on Cox Blue and a one-on-one consultation with Phil Busey for two (2) hours (the exact date, time, and location will be determined at Sponsor's sole discretion). (ARV: \$1,000.00)

Winners may waive his or her right to receive prizes. Prizes are non-assignable and non-transferable. No substitutions allowed by winners. Prizes and individual components of prize packages are subject to availability and Sponsor reserves the right to substitute a prize or prize component of equal or greater value. Winners are solely responsible for reporting and payment of any taxes on prizes, as well as license and registration fees, transportation costs, and other incidental costs incurred by participating in the Contest. Winners will be required to provide his/her valid Social Security Number to Sponsor for tax purposes and complete an IRS W-9 form in order to claim the prize. Winners will be issued an IRS Form 1099 based on the prize value determined by Sponsor. Failure to comply with these Official Rules, including failure to be present when the Grand Prize Winner is announced, may result in that winner's disqualification, the forfeiture of his or her interest in the prize, and the award of the prize to a substitute winner. A substitute Grand Prize Winner will be chosen based upon the Finalist with the next-highest score who is present at the Event. A substitute People's Choice Winner will be chosen based upon the Finalist who received the next-highest number of votes during the Public Voting Period. Sponsor will select up to two (2) alternate potential winners for a particular prize, after which that prize will remain unawarded. All prize details are at the sole discretion of the Sponsor.

8. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF: Each Entrant acknowledges that, with respect to any claim by Entrant relating to or arising out of Sponsor's actual or alleged exploitation or use of any Pitch or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable Entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Pitch or any other production based on or allegedly based on the Pitch, and the Entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

9. REPRESENTATIONS & WARRANTIES:

BY ENTERING THE CONTEST, YOU REPRESENT AND WARRANT THAT (I) YOUR MATERIALS ARE ORIGINAL, WERE LEGALLY OBTAINED AND CREATED, AND DO NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OR OTHER LEGAL, EQUITABLE, OR MORAL RIGHTS OF ANY THIRD PARTY; (II) YOU HAVE OBTAINED ALL NECESSARY RIGHTS, AUTHORIZATIONS, AND PERMISSIONS TO SUBMIT AND/OR USE THE MATERIALS, AND YOU CAN MAKE THOSE AUTHORIZATIONS AVAILABLE TO SPONSOR UPON REQUEST; (III) THE MATERIALS YOU ARE SUBMITTING AND/OR PRESENTING HAVE NOT PREVIOUSLY BEEN PUBLISHED OR ACCEPTED FOR PUBLICATION AND ARE NOT

CURRENTLY UNDER CONSIDERATION FOR PUBLICATION; AND (iv) YOU WILL NOT DISSEMINATE OR OTHERWISE SUBMIT YOUR MATERIALS TO ANY OTHER ENTITY FOR PUBLICATION.

10. INDEMNITY: The Contest may also be promoted by a third party or parties (each a "**Promotional Partner**," and collectively "**Promotional Partners**"). Entrant shall indemnify, defend and hold harmless the Contest Entities, any Promotional Partners, and each of their respective parents, affiliates, subsidiaries, successors, assigns and licensees, and each of their respective employees, shareholders, officers, directors, contractors, agents and representatives (collectively, the "**Released Parties**") from and against any and all liability, claims, loss, damage, injury or expense, including reasonable attorneys' fees, arising out of or in connection with any third party action arising out of or resulting from (i) Entrant's participation in the Contest (including, but not limited to, travel to or from, or attendance at, the Event), (ii) a breach or allegation which if true would constitute a breach of any of Entrant's representations, warranties or obligations herein, (iii) acceptance, possession, use or misuse of any grant or prize, including, without limitation, personal injury, death and property damage arising there from; and (iv) Sponsor's use of any Materials.

11. RELEASE AND LIMITATIONS OF LIABILITY AND DISCLAIMER:

BY PARTICIPATING IN THE CONTEST AND/OR THE RECEIPT OF ANY PRIZE, ENTRANTS AGREE TO FULLY RELEASE, FOREVER DISCHARGE, AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY CLAIMS, COSTS, LIABILITIES, LOSSES, INJURIES, AND DAMAGES ARISING OUT OF THE CONTEST, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, LOSS OF ENJOYMENT, OR ANY OTHER HARM WHATSOEVER ARISING OUT OF: (1) PARTICIPATION IN THE CONTEST (INCLUDING, BUT NOT LIMITED TO, TRAVEL TO OR FROM, OR ATTENDANCE AT, THE EVENT); (2) THE QUALITY, RECEIPT, POSSESSION, USE, OR MISUSE OF ANY PRIZE; OR (3) ANY TRAVEL OR ACTIVITY THAT IS RELATED TO THE CONTEST OR ANY PRIZE (INCLUDING, BUT NOT LIMITED TO, TRAVEL TO OR ATTENDANCE AT THE EVENT).

BY PARTICIPATING IN THE CONTEST, ENTRANTS ACKNOWLEDGE AND AGREE THAT EVERYTHING REGARDING THIS CONTEST, INCLUDING THE WEBSITE(S) AND THE PRIZES, ARE PROVIDED "AS IS" AND THAT THE RELEASED PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE PRIZES AND THE RELEASED PARTIES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF THE RELEASED PARTIES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.)

THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY ENTRANTS, PRINTING OR PRODUCTION ERRORS, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR EMPLOYED IN THE CONTEST; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN PHONE LINES OR NETWORK HARDWARE OR SOFTWARE; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE CONTEST; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE CONTEST, THE PROCESSING OF ENTRIES, OR THE NOTIFICATION OF ANY FINALIST OR WINNER; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM AN ENTRANT'S PARTICIPATION IN THE CONTEST OR THE EVENT, OR FROM A PARTICIPANT'S RECEIPT OR USE OR MISUSE OF ANY PRIZE.

By participating in the Contest, Entrants agree: (i) to be bound by these complete Official Rules and the decisions of Sponsor which shall be final and binding; and (ii) to waive any right to claim ambiguity in the Contest or these Official Rules.

Only the number of prizes stated in these Official Rules is available to be won in the Contest. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award the prize based upon the entries that received the highest number of votes. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be

construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

The decisions of Sponsor regarding the selection of the winner and all other aspects of the Contest shall be final and binding in all respects. Sponsor will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials or announcements relating to the Contest.

12. GOVERNING LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest, or the rights and obligations of Entrants and any other party in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Georgia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Georgia. In the event of a claim or dispute, Entrants' sole remedy shall be limited to their remedy at law for damages, if any, and Entrants shall not have the right to in any way enjoin or restrain the distribution, advertising, publicizing or other exploitation (in any form of media) of any Materials, the Contest, and/or any intellectual property owned or licensed by the Sponsor or its parent companies and affiliated entities.

13. WINNERS/OFFICIAL RULES: To obtain a copy of the winner's list or a copy of these Official Rules, send your request along with a stamped, self-addressed envelope to "Cox Business Get Started OKC: Network. Learn. Pitch Contest" Winners/Rules to Shana Keith, 1400 Lake Hearn Drive, Atlanta Georgia 30319.