

**PISTOIA ALLIANCE PRESIDENT’S STARTUP CHALLENGE
2015 OFFICIAL RULES**

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

Introduction

THE PISTOIA ALLIANCE PRESIDENT’S STARTUP CHALLENGE 2015 (the “Competition”) is an initiative of the Pistoia Alliance, challenging small businesses (“Contestants”) to create new business plans to help lower the barrier to research and development innovation in life sciences and have commercial potential (each a “Submission,” as further defined below in Section 5). The goal of the Competition is to support design-driven production, promote a culture of innovation and commercialization, and foster the development of new ideas in the life science industry.

Competition award winners will be determined in two stages. Contestants will create new product designs and describe them in Submissions entered on the Competition Website (defined below). The Submissions will be evaluated by a panel of judges, who will select up to five Finalist Award winners (the “Finalists”) who will be awarded a \$5,000 cash prize. Then in stage two, Finalists will receive assistance with an assigned Pistoia Alliance member with industry expertise who will serve as a mentor (the “Mentor”) to help a Finalist develop its business plan during a development phase (the “Refinement Phase”). After the Refinement Phase, judges will evaluate the Finalists again and select up to two Grand Prize winners to receive a \$15,000 cash prize and continued mentorship for an additional six months.

Participation in the Competition constitutes Contestant’s full and unconditional agreement to these Official Rules and to the Sponsor’s (as defined below) decisions, which are final and binding in all matters related to the Competition. Winning a prize is contingent upon fulfilling all requirements set forth in the Official Rules.

1. Sponsor

Sponsor (the “Sponsor”): PISTOIA ALLIANCE, INC., 401 Edgewater Place, Suite 600 Wakefield MA 01880, USA.

The Sponsor is the entity legally responsible for the Competition.

2. Overview of Competition Dates

Submission Period: July 1, 2015 (12:01am Eastern Time) –
September 13, 2015 (11:59pm Eastern Time)

Finalists Announced: On or around October 13, 2015

Refinement Phase: October 13, 2015
January 17, 2016 (11:59pm Eastern Time)

Grand Prize Winner(s) Announced: On or around February 17, 2016.

3. Eligibility

A. The Competition is open only to corporations (including not-for-profit corporations and other nonprofit organizations), limited liability companies, partnerships, and other legal entities that, at the time of entry are legally formed, and employ fewer than fifty (50) people and have under \$10 million in revenue or balance sheet capital (“Organizations”). Size of organization shall include any affiliates, parent, or subsidiary entities.

B. Organization must be a legally registered business entity in the location in which it conducts business. Organization shall not be located in Cuba, Iran or any country restricted to do business in the United States.

C. Contestants must own or have access at their own expense to a computer, an Internet connection, and any other electronic devices, documentation, software or other items a Contestant may deem necessary to create and enter their Submission.

D. Each Organization shall appoint one individual (the “Representative”) to represent and act, including registering and entering a Submission, on behalf of the Organization. The Representative must be duly authorized to submit on behalf of the Organization. The Representative represents and warrants that he/she is duly authorized to act on behalf of the Organization, and has read the Official Rules and that the Organization agrees to abide by these Official Rules. The Representative will ensure that each member of the Organization participating in entering the Submission, or in decisions related to the Submission, has read and complies with the Official Rules.

D. An individual may join more than one Organization.

E. The following individuals, teams, and Organizations are not eligible regardless of whether or not they meet the criteria set forth above:

(i) the Sponsor and any advertising agency, contractor or other organization involved with the design, production, promotion, execution, or distribution of the Competition (collectively “Promotion Entities”); all employees, representatives and agents of such Promotion Entities; and all members of any such employee, representative or agent’s immediate family or household;

(ii) any individual involved with the design, production, promotion, execution, or distribution of the Competition and each member of any such individual's immediate family or household;

(iii) any organization or individual that employs any Judge or Mentor or that otherwise has a material business relationship or affiliation with any Judge or Mentor; and

(iv) any parent company, subsidiary, or other affiliate of any organization described above.

F. For purposes hereof:

(i) the members of an individual's immediate family include such individual's spouse, children and step-children, parents and step-parents, and siblings and step-siblings; and

(ii) the members of an individual's household include any other person who shares the same residence as such individual for at least three (3) months out of the year.

4. Competition Submission Period

A. Contestants may enter a Submission between July 1, 2015 at 12:01am Eastern Time and September 13, 2015 at 11:59pm Eastern Time (the "Competition Submission Period"). The Sponsor's computer is the official time keeping device for this Competition.

B. Any Submission entered following the Competition Submission Period shall be disqualified.

5. Registration and Submission

A. Registration

(i) Beginning on July 1, 2015 at 12:01am Eastern Time, visit <http://pastartup2015.istart.org/> (the "Competition Website") and complete the registration form.

(ii) After a Contestant registers on the Competition Website, a confirmation email will be sent to the email address provided by the Contestant. The Contestant may need to verify their email address using the link provided in the confirmation email.

(iii) Contestant will be deemed to have indicated their agreement in participating by submitting the registration form.

(iv) In the event of a dispute pertaining to this Competition, the authorized account holder of the email address used to enter the Competition will be deemed to be the Contestant's Representative. The "authorized account holder" is the natural person or legal entity

assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Contestants generally and potential winners may be required to show proof of being the authorized account holder.

B. Submission

(i) Contestants must create and develop a business plan for a product or service with commercial potential that, if implemented, would have a meaningful impact on lowering the barrier to entry for research and development in the life science field (the “Plan”).

(ii) Contestant must confirm that they have read and agree to the Official Rules available on the Competition Website by checking the “ACCEPT TERMS” box on the entry form. The Contestant may enter a Submission by completing the entry form at <http://pastartup2015.istart.org/>

(iii) Submissions must include:

- a. the Contestant’s name;
- b. the name of the Plan;
- c. a brief text summary (no more than one paragraph) summarizing the Plan;
- d. a brief text summary (no more than one paragraph) explaining how the idea relates to the Pistoia Alliance mission statement as published at <http://www.pistoiaalliance.com/>;
- e. an uploaded PDF file no longer than 5 pages, which includes answers to required questions about the Plan and Contestant outlined below in Section 6 C;
and
- f. the Contestant Representative’s phone number and email address.

(a-f above, are collectively a “Submission”)

(iv) For sake of clarity, all parts of the Submission must be entered at the same time on the Competition Website. All Submissions must be received no later than 11:59 pm Eastern Time on September 15, 2015.

(v) Once a Submission has been submitted and the Competition Submission Period has ended, a Contestant may not make any changes or alterations to the Submission. Contestants may save draft versions of their Submission before entering it on the Competition Website.

(vi) All items except the upload submission and the Contestant Representative’s contact details will be publicly displayed and should not contain any confidential or proprietary information.

6. Submission Requirements

A. Language Requirements

All Submission materials must be in English.

B. Description Requirements

(i) The text description field summarizing the Plan must describe the Plan's product or service functionality and use. The text description will be displayed publicly on the Competition Website or elsewhere and should not include confidential or proprietary information.

C. File Upload Requirements:

Contestants must answer each of the questions below (the "Required Questions") to demonstrate to the extent they have answers the potential to develop a successful business. A nonresponsive answer may result in a lower score. Contestants must upload their answers to the Responsive Questions in a single PDF file, no longer than 5 pages, on the Submission form. A readable font size must be used and the pages can either be single or double spaced.

a. **Plan Description:** Outline the product or service and how it is planned to be delivered and the anticipated impact it will have on innovation in life science research and development;

b. **Execution:** Explain how you plan to develop your product or service. Please include information on required materials or resources, potential vendors, any regulatory barriers, and any environmental requirements or outputs to consider.

c. **Commercialization:** Explain how you plan to market and sell your product or service. Explain how your product or service is different from others in the marketplace and how you can demonstrate a demand for your product or service.

d. **Qualifications:** Explain the experience of your team and why your team is qualified to execute the Plan and lead a successful commercialization. Include your team's commitment, what expertise you have or lack, and what your team has built or produced previously.

Contestants may include confidential information in the uploaded file. Only the Sponsor and Judges and, if Contestant is selected as a Finalist, the assigned Mentor will view the uploaded file.

D. General Requirements

In addition to the requirements described above:

(i) A Submission must include a description of a new physical product or service, which is scientifically and technically feasible.

(ii) The product or service described in the Submission must be new and must not be commercially available at the time of entry or during the Competition Submission Period or Finalist Judging Period.

(iii) The product or service must not be substantially similar to an existing product distributed commercially by the Contestant.

(iv) A Contestant may enter more than one Submission. However, each Submission must be, at the sole discretion of the Sponsor, substantially different from the Contestant's other Submissions. If similar Submissions are received, the Sponsor may require the Contestant to choose one of the similar Submissions to enter or may make such a determination in Sponsor's sole discretion.

(v) A Submission may be rejected at the sole discretion of the Sponsor, if the Submission, either in part or in its entirety, is deemed to be obscene, defamatory, likely to incite violence or illegal activity, in violation of any third-party's rights, or is otherwise deemed to be inappropriate.

(vi) Submissions must: (a) be the original work product of the Contestant; (b) be solely owned by Contestant and with no other person or entity having any right or interest in it; and (c) not violate the Intellectual Property rights or other rights including but not limited to copyright, trademark, patent, contract, and/or privacy rights, of any other person or entity. A Contestant may contract with a third party for technical assistance to create the Submission provided the Submission components, including the design and prototype, if applicable, are solely the Contestant's work product and the result of the Contestant's ideas and creativity, and the Contestant owns all rights to them.

(vii) Contestants may utilize open source components in their Submission, provided the Submission follows all terms of the open source license the Submission builds on, and provided their Product includes substantial modifications and improvements to the open source components. Submissions proposing to commercialize open source components without modifications to the design by the Contestant will not be eligible.

(viii) Contestants may be required to provide additional information, and the Sponsor has the right to request additional information, to verify any aspect of the Submission. Failure by a Contestant to respond in a timely fashion or fully honor such a request may result in disqualification of the Submission.

(ix) Submissions must not attempt to duplicate a prior Submission already submitted in this Competition. Sponsor reserves the right in its sole discretion to disqualify any Submission that is a duplicate or substantially similar to another Submission from the same Contestant.

(x) By entering a Submission, Contestant represents, warrants and agrees that the Submission is its own work, and complies with the Official Rules.

(xi) Contestant further represents, warrants and agrees that any use of the Submission by the Sponsor, and/or Judges (or any of their respective partners, subsidiaries and affiliates) as authorized by these Official Rules, shall not:

a. infringe upon, misappropriate or otherwise violate any intellectual property right or proprietary right including, without limitation, any statutory or common law trademark, copyright or patent, nor any privacy rights, moral rights nor any other rights of any person or entity; or

b. constitute or result in any misappropriation or other violation of any person's publicity rights or right of privacy.

(xii) The Sponsor shall have the right to reject a Submission upon notice to the Contestant for any reason deemed by the Sponsor to be in its Sponsor's interest.

7. Submission Rights and Display

A. Submissions will include components that will be displayed publicly on the Competition Website and other media, with attribution to the Contestant (the "Public Submission"). The Public Submission includes the Submission name, text summary and mission statement summary. The Non-Public Submission includes the uploaded PDF file and the Contestant Representative's contact details.

B. The Sponsor and any third parties acting on the Sponsor's behalf, will have a royalty-free, non-exclusive, worldwide license to display publicly and use for promotional purposes the Public Submission, in perpetuity. This license includes posting or linking to the Public Submission on Sponsor's websites, including the Competition Website, and partner websites, and inclusion of the Submission in any other media, worldwide. The Non-Public Submission may be viewed by the Sponsors and Judges for screening and evaluation purposes and by the assigned Mentor during the Refinement Phase.

C. Each Contestant hereby acknowledges and agrees that the relationship between the Contestant and the Sponsor is not a confidential, fiduciary, or other special relationship, and that the Contestant's decision to provide the Contestant's Submission to the Sponsor for the purposes of this Competition does not place the Sponsor, Judge's and their respective agents in a position that is any different from the position held by the members of the general public with regard to elements of the Submission, except as specifically provided in these Official Rules.

8. Display of Submissions

A. Eligible Submissions will be posted on the Competition Website and Sponsor Website on a rolling basis after being screened by the Sponsor for completeness and appropriateness of content, and adherence to the requirements of the Official Rules.

B. Public display of a Submission on the Competition Website or Sponsor Website does not constitute a final determination by the Sponsor that the Submission met Competition requirements and is otherwise eligible. In other words, a Submission may still be disqualified even after it has been publically displayed.

9. Selection of Finalist Award Winners

A. After the close of the Submission Period, the Submissions will be evaluated by a qualified panel of impartial judges (the “Judges”) selected by the Sponsor. Such Submissions may be evaluated in one or more rounds of judging, and each round of judging may involve different Judges. The Judges will evaluate each Submission on the criteria identified below to select up to five (5) Finalist Award Winners. The Sponsor reserves the right to substitute or modify the judging panel at any time for any reason.

B. All Judges shall be and remain fair and impartial. Any Judge may recuse him or herself from judging a Submission if the Judge or the Sponsor considers that it is inappropriate, for any reason, for the Judge to evaluate a specific Submission or group of Submissions. This includes, but is not limited to, cases where a Judge has a material business relationship or affiliation with a Contestant.

C. Judges will rate the quality of all Submissions using the following five (5) equally weighted criteria:

(i) **Novelty of the Plan** (including originality and creativity and whether the product or service is substantially different from current market offerings)

(ii) **Quality of the Plan** (including the depth and quality of analysis and market research illustrated in the Plan and whether it includes an appropriate level of technical detail)

(iii) **Potential impact** (including feasibility of production, material and production costs, and potential impact on the market if successful)

(iv) **Potential to benefit Sponsor’s members** (including how the idea is relevant to the Sponsor’s mission statement)

(v) **Quality of the Team** (including prior successes and experience of team members and capacity of the team to execute and bring the Plan to fruition)

C. Up to five (5) Contestants whose Submissions earn the highest overall score, will become potential winners of the Finalist Award Prizes identified below in Section 12.

D. Tie Breakers. In the event of a tie between two or more Submissions, the tied Submission with the highest score in the first criterion listed above shall be deemed the higher scoring Submission. In the event any ties remain, this process will be repeated by comparing the tied Submissions’ scores on the second, third, fourth, fifth, and sixth

criterion listed above, respectively. If two or more Submissions are tied on all six criteria, the panel of Judges will vote on the tied submissions (the “Tie-Breaker Criteria”).

E. A Contestant’s likelihood of becoming a Finalist Award Winner will depend primarily on the number and quality of Submissions, as determined by the Judges using the criteria in these Official Rules.

10. Selection of the Grand Prize Winners – Most Promising Business Plan Award

A. Following the Refinement Phase, the Judges will evaluate the Finalist Award winners to determine the potential Grand Prize Winners (up to 2).

B. Judges will rate all Finalists using the following two (2) equally weighted criteria:

(i) **Progress During Refinement Phase** (Including the relative progress made developing a prototype and bringing the Product to market, and the team’s success in executing on their goals); and

(ii) **Business Promise** (including commercial potential of the Product and the team’s potential for success after the Refinement Phase).

C. The two (2) Finalists whose Submissions earn the highest overall score will become the potential winners of the Grand Prize – Most Promising Business Plan Award prize identified below in Section 12. The potential winners must have fully complied with the Official Rules and fully utilized the mentoring services provided during the refinement phase.

D. Tie Breakers. In the event of a tie between or among three or more Finalists, the tied Finalist with the highest score in the first criterion listed above shall be deemed the higher scoring Finalist. In the event any ties remain, the tied Finalists with the highest score in the second criterion listed above shall be deemed the higher scoring Submission. If two or more Submissions are tied on all both criteria, the panel of Judges will vote on the tied Finalists.

E. A Contestant’s likelihood of winning a Grand Prize – Most Promising Business Plan Award once selected as a Finalist, will depend primarily on the Contestant’s progress during the Refinement Phase, their utilization of the mentoring services provided during the refinement phase, their potential to develop a successful business, and the progress and potential of other Finalists, and as determined by the Judges using the criteria listed above in Section 10 B (i) and (ii).

11. Verification of Finalists and Grand Prize Winner

A. ALL POTENTIAL FINALISTS AND THE GRAND PRIZE WINNER ARE SUBJECT TO VERIFICATION OF IDENTITY, QUALIFICATIONS AND ROLE IN THE CREATION OF THE SUBMISSION BY THE SPONSOR WHO’S DECISIONS

ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE COMPETITION. Potential Finalists and Grand Prize winner must continue to comply with all terms and conditions of these Official Rules throughout the Competition. Potential Finalists will be notified using the email address associated with the account used to enter the Submission on or about October 1, 2015. The potential Grand Prize winners will be notified using the email address associated with the account used to enter the Submission on or about February 1, 2016. For sake of clarity, the notification will only be sent to the Representative of the team or Organization. Finalists and Grand Prize winners must keep the notifications confidential until the Sponsor issues a public announcement.

B. In order to win a Prize, the potential Finalists and Grand Prize winner will be required to sign and return to the Sponsor, affidavit(s) of eligibility or a similar verification document and liability/publicity release(s) within seven (7) business days.

C. At the sole discretion of the Sponsor, a potential Finalist or Grand Prize winner will be deemed ineligible to win if:

(i) the potential Finalist or Grand Prize winner cannot be contacted within seven (7) business days, or is contacted and refuses the Prize;

(ii) the potential Finalist or Grand Prize winner fail(s) to sign and return the affidavit(s) of eligibility or a similar verification document and liability/publicity release(s) within seven (7) business days from receipt of such documents;

(iii) the notification to the potential Finalist or Grand Prize winner is returned as undeliverable; or

(iv) the Submission or the potential Finalist or Grand Prize winner, or any member of a potential Finalist's or Grand Prize winner's team or Organization, is disqualified for any other reason. In the event of such disqualification, the Sponsor, in its sole discretion, may award the applicable Prize to an alternate potential Finalist or Grand Prize winner.

12. Prizes

Winner	Prize	Quantity
Finalist Award	Finalist Award winners will participate in the Refinement Phase during which each finalist will receive 2 hours per week in mentoring from a qualified representative of a Pistoia Alliance member to finalize their Plan and develop a video presentation, as well as \$5,000, and up to \$1,000 in travel expense reimbursement to attend the finalist award ceremony in Philadelphia, PA on or	Up to 5

	<p>about October 13, 2015. Physical attendance in person is optional.</p> <p>Total Approximate Retail Value: \$6,000</p>	
<p>Grand Prize – Most Promising Business Plan Award</p>	<p>Grand Prize winners will receive 2 hours per week in mentoring from a qualified representative of a Pistoia Alliance member to support the continuing development of their Plan over an additional period of 6 months, as well as \$15,000 and up to \$2,000 in travel expenses reimbursement to attend the Grand Prize Award Ceremony in London, United Kingdom on or about February 17, 2016. Physical attendance in person is optional.</p> <p>Total Approximate Retail Value: \$17,000</p>	<p>Up to 2</p>

A. No Prize substitutions will be made. Prizes must be accepted as awarded. No transfer or substitution of a Prize is permitted except at the Sponsor’s sole discretion. The Prize will be provided following receipt of the signed affidavit(s) of eligibility or a similar verification document and liability/publicity release(s) form(s).

B. Winners shall be responsible for any applicable federal, state, and local taxes associated with the Prize.

13. Refinement Phase Requirements

To remain eligible for the Refinement Phase and Prizes, Finalists must meet the following requirements:

A. One or more members of the Finalist’s Organization must use mentoring service for 2 hours per week during the Refinement Phase.

B. Finalists must produce a public displayable video explaining their respective plan highlighting the Submission criteria set forth in Section 5. The video portion of the Submission:

- (i) must be no longer than 5 minutes;
- (ii) must clearly describe the Plan’s product or service’s design, functionality and use scenarios; and
- (iii) must not include music or other copyrighted material or use third party trademarks unless the Contestant has written permission to use such material; and

(iv) must be uploaded to a public video hosting website such as YouTube or Vimeo and made available for public viewing.

(v) If the video is primarily promotional rather than a description of the product's design, functionality, and use, the Submission may be disqualified in the Sponsor's sole discretion.

14. Entry Conditions and Release

A. By entering, each Contestant (including all participating members of the Organization) agrees to:

(i) comply with and be bound by these Official Rules and the decisions of the Sponsor, and/or the Competition Judges which are binding and final in all matters relating to this Competition;

(ii) release, indemnify, defend and hold harmless the Sponsor, Judges, Mentors, and any respective parent, subsidiary, and affiliated companies, and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Competition, and all of their respective past and present officers, directors, employees, agents and representatives (hereafter the "Released Parties") from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees), including but not limited to negligence and damages of any kind to persons and property, defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a Contestant's entry, creation of Submission or entry of a Submission, participation in the Competition, acceptance or use or misuse of the Prize (including any travel or activity related thereto), participation in the Refinement Phase, and/or the broadcast, transmission, performance, exploitation or use of Submission as authorized or licensed by these Official Rules.

B. Without limiting the foregoing, the Released Parties shall have no liability in connection with:

(i) any incorrect or inaccurate information, whether caused by the Sponsor's or a Contestant's electronic or printing error or by any of the equipment or programming associated with or utilized in the Competition;

(ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, internet connectivity or electronic transmission errors, or network hardware or software or failure of the Competition Website;

(iii) unauthorized human intervention in any part of the entry process or the Competition;

(iv) technical or human error which may occur in the administration of the Competition or the processing of Submissions; or

(v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from the Contestant's participation in the Competition or receipt or use or misuse of any Prize. If for any reason any Contestant's Submission is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, the Contestant's sole remedy is to request the opportunity to resubmit its Submission, which request will be determined at the sole discretion of the Sponsor if the Competition Submission Period is still open.

15. Publicity

Participation in the Competition constitutes a Finalist and Grand Prize winner's consent to Sponsor's and its agents' use of the winner's name and description, including Organization name and logo, if applicable, and the likeness, photograph, voice, opinions, comments and/or hometown and state of residence of individuals who participated in the Submission, for promotional purposes in any media, worldwide, without further payment or consideration, at any time during and following the conclusion of the Competition.

16. General Conditions

A. Sponsor reserves the right to cancel, suspend and/or modify the Competition, or any part of it, if any fraud, technical failure or any other unanticipated factor or factor beyond Sponsor's control impairs the integrity or proper functioning of the Competition, as determined by Sponsor in its sole discretion. The Sponsor reserves the right, in its sole discretion, to disqualify any Contestant it finds to be tampering with the Competition, specifically including but not limited to the entry process (for example, by using the aid of computer software programs to auto-fill entries) or the operation of the Competition or to be acting in violation of these Official Rules or in a manner that is inappropriate, not in the best interests of this Competition, or a violation of any applicable law or regulation.

B. Any attempt by any person to undermine the proper conduct of the Competition may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to take proper legal action, including, without limitation, referral to law enforcement, for any illegal or unlawful activities.

C. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Sponsor is not responsible for incomplete, late, misdirected, damaged, lost, illegible, or incomprehensible Submissions or for address or email address changes of a Contestant. Proof of sending or submitting will not be deemed to be proof of receipt by the Sponsor.

D. In the event of any discrepancy or inconsistency between the terms and conditions of the Official Rules and disclosures or other statements contained in any Competition materials, including but not limited to the Competition Submission form, Competition

Website, advertising (including but not limited to television, print, radio or online ads), the terms and conditions of the Official Rules shall prevail.

E. The Sponsor reserves the right, without liability, to amend the terms and conditions of the Official Rules at any time, including the rights or obligations of the Contestant or the Sponsor. The Sponsor will post the terms and conditions of any amended Official Rules on the Competition Website. Any amendment will become effective at the time the Sponsor posts the amended Official Rules.

F. Excluding Submissions, all intellectual property related to this Competition, including but not limited to trademarks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned or used under license by the Sponsor. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

G. Should any provision of these Official Rules be or become illegal or unenforceable in the jurisdiction of a permitted entrant, such illegality or unenforceability shall leave the remainder of these Official Rules unaffected and valid. The illegal or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest and best reflects the Sponsor's intention in a legal and enforceable manner with respect to the invalid or unenforceable provision.

17. Limitations of Liability

By entering, all Contestants, including the participating members of an Organization, agree to be bound by the Official Rules and hereby release the Released Parties from any and all liability in connection with the Prizes or Contestant's participation in the Competition. Provided, however, that any liability limitation regarding gross negligence or intentional acts, or events of death or body injury shall not be applicable in jurisdictions where such limitation is not legal.

18. Disputes

A. Contestants agree that:

(i) any and all disputes, claims and causes of action arising out of or connected with this Competition, or any Prizes awarded shall be resolved individually, without resort to any form of class action;

(ii) any and all disputes, claims and causes of action arising out of or connected with this Competition, or any Prizes awarded, shall be resolved exclusively by the United States District Court of New York or the appropriate New York State Court; and

(iii) under no circumstances will Contestants be entitled to, and Contestants hereby waive all rights to claim, any punitive, incidental and consequential damages and any and all rights to have damages multiplied or otherwise increased.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

B. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Contestants or the Sponsor in connection with the Competition, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

19. Privacy

Any personal information collected from you when entering the Competition is subject to the Sponsor's privacy policy located here: <http://www.pistoiaalliance.org/online-privacy-statement/>

20. Competition Results

For Competition Finalists, visit the Competition Website or Sponsor Website on or about October 13, 2015. For the Competition Grand Prize winner visit the Competition Website or Sponsor Website on or about February 17, 2016.

21. Contact Us

If you have any questions or wish to send us any notice regarding this Competition, please email us at info@pistoiaalliance.org.