KEEPING IT 100 PITCH COMPETITION POWERED BY ELITE MEDIA

OFFICIAL CONTEST RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. CONTEST IS OPEN ONLY TO LEGAL U.S. RESIDENTS OF THE UNITED STATES WHO ARE 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY, OTHER THAN RESIDENTS OF THE STATE OF FLORIDA. VOID WHERE PROHIBITED BY LAW.

AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT REQUIRED.

BY ENTERING THE CONTEST, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE CONTEST ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

- <u>General</u>: The Keep It 100 Pitch Competition (the "Contest") is sponsored by Elite Media LLC ("Sponsor") in partnership with The One Club. The Contest begins on September 11, 2025, 10:00 AM ET and ends on September 26, 2025, 11:59 PM ET (the "Entry Period"). Sponsor reserves the right to suspend, cancel or modify the Contest at any time, for any reason.
- Eligibility: Participation is open to legal residents of the United States who are eighteen (18) years of age or older at the time of entry other than residents of the State of Florida. Employees of Sponsor, The One Club, and any of their subsidiaries, affiliates, divisions, advertising and promotion agencies, individuals engaged in the development, production or distribution of materials for the Contest, and members of the immediate families (defined as including spouse, biological, adoptive and step-parents, children, grandparents, grandchildren, siblings and each of their respective spouses, regardless of where they reside) and households (whether related or not) of any of the above are NOT eligible to participate in the Contest. Any effort by entrant to misrepresent their eligibility will disqualify that entrant. Void where prohibited by law. Entrants who disregard these Official Rules are not eligible to participate or win.
- 3. <u>How to Enter</u>: To enter, during the Entry Period, go to (the "Contest Site"), create and complete a profile, confirm you plan to attend the "Where Are All the Black People?" Conference" (the "Conference") in person on October 17, 2025, and submit your pitch for a new business, marketing, and/or advertising idea or concept (a "Submission") through the Contest Site. Entrants will not be eligible to win the Contest unless they agree to all the applicable terms and conditions at time of entry. Submissions must be the original work and original ideas of the entrant and must not contain any content that (i) is generated by artificial intelligence, or (ii) violates the rights of any third party. Entrants who submit

ideas or proposals that are not their own, or use artificial intelligence or other similar means, will be disqualified. Limit of one (1) entry per person. Sponsor may use your Submission online, in print, on television or in any other forms of media, in connection with the Contest. Your submission may be cut, edited and/or added to for any reason and in any manner which Sponsor determines. You are not guaranteed to receive any further consideration of any kind for your Submission and any credit you receive in connection with the use of your Submission shall be in the Sponsor's sole discretion.

4. <u>Judging; Selection of Winner</u>: Submissions will be judged by a panel selected by Sponsor following the expiration of the Entry Period but prior to the Conference. Criteria may include innovation, impact, feasibility, coherence, and other relevant criteria in the reasonable estimation of the judges. The decisions of the selected judges and/or Sponsor shall be final and non-appealable in all matters relating to this Contest.

A total of six (6) finalists will be selected (each, a "Finalist"). Each Finalist will be notified by phone, mail and/or email at Sponsor's discretion following the expiration of the Entry Period but prior to the Conference.

Each Finalist must attend the Conference in-person on October 17 ("Times Square - 117 West 46th Street, NY, NY"). Any Finalist that is unable or unwilling to attend shall immediately and automatically forfeit his or her position as a Finalist.

The top scorer, as determined by the judges and/or Sponsor, will be selected as the winner ("**Winner**"). The Winner will be announced and will receive the Prize award onstage during the Conference.

All Finalists are responsible for their own travel expenses, ground transportation, food, lodging and any incidental costs.

The Winner must be present at the Conference to claim the Prize. If Winner is not present at the Conference the Prize will be forfeited by such initial winner and an alternate winner may be selected as Winner in Sponsor's sole discretion.

5. Publicity Release: Prior to the Conference, each Finalist must sign an affidavit of eligibility/publicity/liability release and an assignment to Sponsor of the intellectual property rights in their Submission before being awarded the prize. If the affidavit and release are not signed and returned to the designated representative within two (2) days of Prize notification, Prize will be forfeited, and an alternate potential winner will be selected based on the next highest score. Sponsor will be required to obtain, and each Finalist will be required to provide such Finalist's tax-ID information as a condition of Prize award. Entrants may be required to provide proof of eligibility in any manner Sponsor deems appropriate as a condition of receiving the Prize.

Except where prohibited by law, by submitting an entry, each entrant for himself or herself and on behalf of their heirs, successor and assigns hereby grants to Sponsor and each of its affiliates, divisions, advertising and promotional agencies, and each of the foregoing entities' employees, a royalty-free license to publicize, broadcast, display and/or otherwise use the entrant's name, likeness, city, and province, in any media now known or hereafter devised throughout the world in perpetuity for advertising and publicity purposes in connection with the Contest, including such usage on the Internet, without further compensation.

- 6. **Prize**: Fifty Thousand Dollars (\$50,000).
- 7. Submissions: Sponsor is not responsible for misdirected, incomplete, lost, late or inaccurate entries, nor for technical, hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions, or other errors or problems which may limit or affect a person's ability to participate in the Contest, whether human, mechanical, typographical, printing, electronic, network or otherwise, relating to or in connection with the Contest, including, without limitation, errors which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the prizes or in any Contest -related materials. In the event of sabotage, acts of God, terrorism or threats thereof, computer virus or other events or causes beyond Sponsor's control, which corrupt the integrity, administration, security or proper operation of the Contest, Sponsor reserves the right, in its sole discretion, to modify, cancel or suspend the Contest. False or deceptive entries or acts will render the entrant ineligible. In the event of cancellation, Sponsor may elect to identify the Winner and award the Prize from among all non-suspect, eligible entries received up to the time of such cancellation.
- 8. Official Rules: By entering or participating in the Contest, entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Anyone violating these Official Rules will be disqualified. In addition, each entrant represents and warrants that all information contained in his/her entry is true and accurate. Sponsor is not responsible for any printing errors in these Official Rules or otherwise in any materials available at the Contest Site. Neither Sponsor nor Elite Media shall be responsible for lost, late, misidentified or misdirected entries, or telecommunication or computer hardware or software performance, errors, delays or failures. Sponsor reserves the right to disqualify any individual who tampers with the entry process or the administration of the Contest.
- 9. <u>Legal Release</u>: Except where prohibited, by participating in the Contest, entrants agree to release, indemnify and hold harmless Sponsor, The One Club, those working on behalf of Sponsor and The One Club, and each of its respective shareholders, owners, franchisees, landlords, parents, subsidiaries, affiliates, promotional partners, prize partners, agents and agencies, and the officers, directors and employees (collectively, the "Released Parties") from and against any damage, injury, death, loss, liability claim or

cause of action, either in law or equity, whether known or unknown, asserted or not asserted, that may in any way arise out of participation in the Contest or receipt, awarding, acceptance, use or misuse of any prize, or any substitute prize including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, printers or telephone or network lines; (c) printing errors; (d) errors in the administration of the Contest or the processing of entries; (e) late, lost, or undeliverable mail; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt of any prize. By participating in the Contest, entrants waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct or indirect damages. Entrants agree that in any cause of action, in no event shall the Released Parties be liable for attorneys' fees and/or experts' fees or costs.

- 10. **NO WARRANTY**: WITHOUT LIMITING THE FOREGOING, THE CONTEST, ALL PRIZES, AND ALL MATERIALS PROVIDED BY SPONSOR IN CONNECTION WITH THE CONTEST ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- Dispute Resolution: Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with the Contest and/or any prizes awarded shall be resolved individually, without resort to any form of class action, and shall take place exclusively in New York, New York and each entrant expressly consents to the jurisdiction of and venue in such courts and waives all defenses of lack of jurisdiction and inconvenient forum with respect to such courts; and (b) ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THE CONTEST. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT WHETHER FORESEEABLE OR NOT AND WHETHER BASED UPON NEGLIGENCE OR OTHERWISE.
- 12. <u>Winners List</u>: For a list of winners, send a self-addressed, stamped envelope before April 17, 2026, to: 025 Keeping It 100 Pitch Competition c/o Elite Media LLC, **92 Morningside Avenue, New York, NY 10027.** Winners list will be sent when all prizes have been awarded.

Sponsor reserves the right, in its sole discretion, to cancel or suspend the Contest for any reason at any time, including should virus, bugs, unauthorized human intervention, or other causes corrupt the administration, security, fairness, integrity or proper operation of the Contest.

Sponsor: Elite Media, LLC