



DELAWARE VALLEY UNIVERSITY
CENTRAL BUCKS CHAMBER OF COMMERCE

Official Rules

Agreement to Official Rules: Submission of an entry into the Spark Bowl Competition (the “Competition”) constitutes the agreement by all persons, business entities, non-profit organization or teammates submitting the entry, or persons or entities on whose behalf the entry is submitted (“Participant”) to these Official Rules, and to Sponsors’ and Judges’ decisions, which are final and binding in all matters related to the Competition. By accepting assignment to support a finalist in the finals, students participating on a student team agree to these Official Rules. Winning is contingent upon fulfilling all requirements set forth herein.

Entry Period: Applications for the Competition will be accepted from August 15, 2023 to September 15, 2023.

Sponsors: The Competition is sponsored by Delaware Valley University, Delaware Valley University’s Small Business & Entrepreneurship Center, Central Bucks Chamber of Commerce and Startup Bucks (“Sponsors”).

Eligibility: The Competition is open and offered only to existing businesses and IRC Sec. 501(c) non-profit organizations (a non-profit sponsored by an umbrella IRC Sec. 501 (c) non-profit) in operation 48 months or less (“Existing Businesses”), as of the date of application submission, and initial start-up ventures which have not yet formed an existing business (“Start-Up”). If a Start-Up is selected to be a finalist, the Start-Up must form a business entity or designate the name of the sole proprietorship under which it competes and provide the business name to Sponsors no later than October 31, 2023 or Start-Up will not be permitted to compete in the finals. Existing Businesses and Start-Ups entering the competition are referred to as (“Contestant(s)”). Contestants may be represented by up to four team members, each of whom must be at least 18 years of age or older. Persons participating as a team member representing a Contestant are “Participants.” Members of Student Teams assigned to Contestants also are Participants and may be under 18 years of age. An Existing Business must be less than or equal to 60 months old as of September 15, 2023 and must have a current business license to be eligible to enter. As part of the entry process, an Existing Business must submit proof of the age of the business as follows (please check which is attached):

- Sole proprietors – a bank statement documenting the opening of a business bank account
- Corporations – articles of incorporation
- Partnerships – partnership agreement
- IRC Sec. 501(c) non-profit organization

Generally excluded are acquisitions, subsidiaries of existing companies, real estate syndications, tax shelters, franchises, licensees and other distributions arrangements. The Competition Selection Committee may exclude other ventures using its sole discretion to protect the legitimacy of the Competition.

Employees, officers and directors of Sponsors and their parents, affiliates, subsidiaries, divisions, advertising, promotional, fulfillment and marketing agencies, their immediate families (including parents, children - whether step children or adoptive children or biological children - siblings, spouses and in-laws), and persons living in the same household (whether related or not) are not eligible to participate in the Competition. Notwithstanding the foregoing, all students of DeVal are eligible to enter the Competition as a Contestant or Participant unless the student is related to a Judge.

How to Enter: Enter the Competition by completing the Competition Application Package at this link: <https://delval.edu/form/spark-bowl-entry> Application deadline September 15, 2023. Submit all application questions to: sparkbowl@delval.edu

Entries that in Sponsors' or Judges' sole judgment contain objectionable or inappropriate content are ineligible. Sponsors and Judges shall determine the eligibility of Contestants and Participants in their sole and absolute discretion. All entries must be received by September 15, 2023. Incomplete entries, or those containing incorrect information, will be void. Proof of sending or submission will not be deemed to be proof of receipt by Sponsors. Use of any automated system to submit entries is prohibited and will result in disqualification of all such entries as well as the Contestant. All entries become the property of Sponsors and may not be acknowledged or returned. The Competition Selection Committee will review all entries and schedule a three minute Zoom presentation with select Contestants on September 20, 2023 or September 21, 2023 between 6PM and 8PM. The Competition Selection Committee will use a standard score prepared for each Contestant.

Judging: All entries will be judged based on: Research Quality (15%); Business Analysis (20%); Scalability (15%); Marketability (20%); Final Plan (20%); and the Entry's ability to positively impact the economic future and prosperity of Bucks County (10%). Contestants must complete the Spark Bowl Competition Entry Form. Applications will be reviewed by a Competition Selection Committee comprised of individuals determined by Sponsors. The Competition Selection Committee will select up to five Contestants as Finalists and one Alternate Contestant.

Those selected as Finalists will be required to present their business plans and pitch their business to the Spark Bowl Judges on November 16, 2023 at the Spark Bowl Competition Event Finals ("Finals") to be held at DeVal's Life Science Building at 700 E. Butler Ave., Doylestown, PA to the business leaders selected by Sponsors to be Spark Bowl Judges ("Judges"). In preparing for their presentation, the Finalists will be supported by Student Teams from DeVal. If no business plan submission is considered to be of the required standard, Judges reserve the right not to award any or all available prizes. No alternatives to the prizes will be provided.

Notification of Winners: Contestants will be notified by Sponsors at the email address provided for the Principal Contact in the Application by September 18, 2023 if they are selected to be a Finalist and participate in the Spark Bowl Competition Finals ("Finals") to be held on November 16, 2023. Participants representing Finalists must sign an appearance and publicity release as a requirement of being permitted to participate in the Finals. First, second and third Prize winners will be announced at the Finals.

Student Teams: All Finalists will be assigned Student Teams to assist with preparation for and participation in the Finals. Student Teams shall be assigned in the sole discretion of the Sponsors. To be eligible to participate in the Finals and be considered for a prize, the Finalists must include their assigned Student Teams in the preparations for the Finals.

Prizes for Spark Bowl 2022 included the following: One first prize of \$12,000, one second prize of \$6,000, and one third prize of \$3,000. We hope to award the same or similar prizes in 2023. Prizes will be awarded to the business entity designated as the Contestant. In no event will the prizes be awarded to the Participants representing the Contestant except where the business entity is designated as a sole proprietorship, in which case the prize money will be awarded to the person named as the sole proprietor. The Student Team assigned to the First Prize winner shall receive up to \$3,000, the Student Team assigned to the Second Prize winner shall receive up to \$2,000, and the Student Team assigned to the Third Prize winner shall

receive up to \$1,000 (to be divided equally among the Student Team members). Persons or entities receiving \$600 or more will be issued a 1099-MISC. Winners must sign any tax documents that may be required by Sponsor in connection with the awarding of the prize or the prize will not be awarded.

Release: By entering and participating in the Competition, each Contestant and all Participants do hereby jointly and severally release and hold harmless the Spark Bowl Competition, its Sponsors, Selection Committee, Spark Bowl Judges, other Competition participants, those providing prizes, products or services for the Competition, those persons or entities rendering professional advice to the Contestants and Participants (such as business owners, attorneys, bankers, accountants, advertisers, marketers, and other consultants) who have donated their time and services for the Spark Bowl Competition, together with each of the foregoing's respective affiliates, employers, employees, directors, officers, representatives, volunteers, members, or agents (collectively, "The Spark Bowl Competition Officials"), in each case from and against any and all decisions, claims, liability or expense related to or arising from Contestant's or Participant's entry or participation in the Spark Bowl Competition and the Contestant's implementing its Business Plan (as the same may be altered or amended from time to time) submitted for the Competition. Additionally, Contestant acknowledges and agrees that developing or submitting a Business Plan and otherwise participating in the Spark Bowl Competition, together with any advice, feedback or other commentary that the Contestant may receive regarding their Business Plan, in no way validates or guarantees the Business Plan's viability, probability of success, ability to attract investment or financing, or profitability, and that implementing such Business Plan involves substantial risk of loss to Contestant and others who may invest, finance or otherwise participate in any implementation of the Business Plan.

Employees, officers and directors of Sponsors, Judges and their respective parents, affiliates, subsidiaries, divisions, advertising, promotional, fulfillment and marketing agencies (collectively the "Released Parties") shall not be responsible for: (1) any incorrect or inaccurate information, whether caused by any Contestant, printing errors or by any of the equipment or programming associated with or utilized in the Competition; (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 Competition; (4) technical or human error which may occur in the administration of the Competition or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Contestant's participation in the Competition or receipt or use or misuse of any prize. Sponsors are not responsible for misdirected or undeliverable entries or for any technical problems, malfunctions of computer systems, servers, service providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Sponsors are not responsible for any typographical or other errors in entries, selection announcement or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with this Competition. In the event Sponsors are prevented from awarding prizes or continuing with the Competition as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state or local government law, order or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsors' control (each a "Force Majeure" event or occurrence), then Sponsors shall have the right to modify, suspend or terminate the Competition. Sponsors' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Other Terms & Conditions: CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. The Competition is subject to all applicable federal, state, and local laws. Sponsors reserve the right, in their sole discretion, to disqualify any entry and to modify, terminate or suspend this Competition should virus, bugs, non-authorized human intervention, action of Contestants, or other causes beyond the reasonable control of Sponsors corrupt or impair the administration, security, fairness or proper

play of the Competition and, if the Competition is modified, terminated or suspended, at Sponsors' discretion, select winners from those eligible, non-suspect entries. Winners further acknowledge that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee express or implied, in fact or in law, relative to the Competition or any prize, including, but not limited to, its quality or fitness for a particular purpose.

Data Collection: Sponsors will collect personal data about Contestants and Participants including e-mail addresses associated with entries. By participating in the Competition and providing personal information, Contestants and Participants hereby agree to Sponsor's collection and usage of their personal information provided.

Disputes: Except where prohibited, Contestants and Participants agree that any and all disputes, claims and causes of action arising out of, or connected with, the Competition or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the Commonwealth of Pennsylvania. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, rights and obligations of Contestants and Participants, or the rights and obligations of Sponsors in connection with the Competition, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Pennsylvania or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.

Winners List Request: To request the names of the winners, please send a self-addressed, stamped business size envelope, by mail to: Spark Bowl, 113 Lasker Hall, 700 E. Butler Ave., Doylestown, PA 18901, by December 31, 2023.