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# **Harlem Week**

# **2022 Minority Women-Owned Business Pitch Competition**

# **Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN.** The 2022 Minority Women-Owned Business Pitch Competition (the "Competition") at Harlem Week begins on Thursday, September 1, 2022, at 12:00 pm ET and ends Thursday, September 22, 2022, at 3:00 pm ET.

**EACH ENTRANT HEREBY REPRESENTS AND WARRANTS THAT SUCH ENTRANT IS AN OWNER OF A MINORITY WOMEN-OWNED BUSINESS AND AT LEAST 18 YEARS OF AGE AND THAT SUCH ENTRANT HAS READ THESE OFFICIAL RULES AND IS FAMILIAR WITH AND AGREES TO ITS CONTENTS.**

**ELIGIBILITY**: The Competition is open to minority women-owned businesses located in the greater New York Area that submit a Competition application during the period of Thursday, September 1, 2022, at 12:00 pm ET and ends Thursday, September 22, 2022, at 3:00 pm ET. Employees, officers and directors of the Greater Harlem Chamber of Commerce and Carver Federal Savings Bank (each the "Sponsor"), and Sponsor's parent, affiliates, subsidiaries, and advertising, contest, fulfillment and marketing agencies (all of such entities including, but not limited to, the Sponsor are collectively referred to herein as the, "Competition Parties"), their immediate families (parent, child, sibling and spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Competition. By participating, you agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all respects. Void were prohibited by law, rule or regulation. All applicable federal, state and local laws and regulations apply.

**HOW TO ENTER THE COMPETITION**: To enter the Competition, you must submit a written or online application during the period of Thursday, September 1, 2022, at 12:00 pm ET and ends Thursday, September 22, 2022, at 3:00 pm ET. (the “Application Period”). Five (5) selected applicants will be required to perform a live five-minute business pitch on Friday, September 30, 2022, at the 1825 Park Ave. 12th Floor New York, NY 10035 of Carver Federal Savings Bank.

**LIMIT ONE ENTRY PER COMPANY**: Limit one (1) entry per person and per company for the duration of the Competition Period. Entries generated by a script, macro or other automated means are void. Entries that are mutilated, altered, incomplete, mechanically reproduced, tampered with, illegible, inaccurate, forged, irregular in any way, or otherwise not in compliance with these Official Rules are also void. All entries become the property of the Sponsor and will not be returned to the entrant. Sponsor and those working on its behalf will not be responsible for lost, late, misdirected or damaged mail or email, or for Internet, network, computer hardware and software, phone or other technical errors, malfunctions and delays that may occur.

**AWARDS**: A total of two (2) grant awards of $5,000 USD (each an "Award") will be selected based on judging by a three-member panel of the Pitch Competition to be held by Sponsor at the Harlem Week event following the Competition Period. Any applicable taxes on the Award are the sole responsibility of the winner.

**WINNER NOTIFICATION**: Two winners will be announced at the125th Anniversary Gala of The

Greater Harlem Chamber Commerce event on Wednesday, October 5, 2022. Winner may be required to sign an affidavit of eligibility and release of publicity/liability within the time Sponsor specifies. Affidavit may be scanned and emailed. Original signed affidavit must be returned by mail to address provided by Sponsor.

**GENERAL AWARD CONDITIONS**: Award will only be awarded by Sponsor upon potential winner's verification of eligibility, and compliance with these Official Rules and final approval by Sponsor. No transfer or assignment of Award is permitted. An unclaimed Award will not be awarded. All federal, state, local, and other taxes on any Award and any other costs and expenses associated with Award acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner. A 1099 tax form will be issued where required. All federal, state, and local laws and regulations apply.

**PUBLICITY RELEASE**: Except where prohibited or restricted by law and notwithstanding the fact that the winner may be required to sign a separate Liability/Publicity Release, winner's acceptance of Award constitutes winner's agreement and consent for Sponsor to use and/or publish the winner's full name, city and state of residence, Competition entry, and/or statements made by winner regarding the Competition or Sponsor, winner's voice, photographs and other likeness, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or Competition on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable or World Wide Web, without further limitation, restriction, compensation, notice, review or approval.

**PRIVACY**: Company or personal information collected by Sponsor will be used for administration of the Competition and awarding of any Award. In addition, by entering, entrants agree to Sponsor's use of entrant's personal information as described in its Privacy Policy on Sponsor’s website https:// https://www.carverbank.com/internet-privacy-statement. Please refer to Sponsor's privacy policy for important information regarding the collection, use and disclosure of personal information by Sponsor.

**RELEASE:** BY ENTERING THE COMPETITION, ENTRANTS AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS COMPETITION PARTIES AND EACH OF THEIR RESPECTIVE PARENT, SUBSIDIARY AND AFFILIATED ENTITIES AS WELL AS THE SUCCESSORS, ASSIGNS AND LICENSEES OF EACH AND THE RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SHAREHOLDERS, CONTRACTORS AND REPRESENTATIVE OF EACH, FROM ANY AND ALL CLAIMS, EXPENSES, DAMAGES, (INCLUDING REASONABLE ATTORNEYS FEES), OR LIABILITY FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND TO PERSONS (INCLUDING, BUT NOT LIMITED TO, DEATH), AND PROPERTY, WHETHER DIRECT OR INDIRECT, WHICH MAY BE DUE TO OR ARISE OUT OF PARTICIPATION IN THE COMPETITION OR ANY PORTION THEREOF; A BREACH OR ALLEGATION WHICH IF TRUE WOULD CONSTITUTE A BREACH OF ANY OF ENTRANT’S REPRESENTATIONS, WARRANTIES OR OBLIGATIONS HEREIN; OR THE ACCEPTANCE, USE/MISUSE OR POSSESSION OF AWARD(S), OR ANY AWARD-RELATED ACTIVITY. ENTRANTS WAIVE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**DISCLAIMER**: Competition Parties are not responsible for computer, mobile, mechanical, technical, electronic, network or other errors or problems, including any errors or problems that may occur in connection with the administration of the Competition, the processing of entries, or in any other Competition-related materials. The Competition Parties may stop you from participating in this Competition if you violate Official Rules or act, in Sponsor's sole discretion: (a) in a manner Sponsor determines to be not fair; (b) with an intent to annoy, threaten or harass any other entrant, winner or the Sponsor; or (c) in any other disruptive manner.

**CHOICE OF LAW AND JURISDICTION:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winner, shall be governed by, and construed in accordance with, the laws of the New York, without giving effect to any choice of law or conflict of law rules or provisions, which might otherwise cause the application of the laws of any jurisdiction other than the state of New York. Entrants hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.