

APPENDIX C – COMPETITION RULES & PROCEDURES

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COMPETITION RULES AND PROCEDURES

Sustainable Energy Fund and West Penn Power Sustainable Energy Fund are pleased to announce their joint sponsorship of a unique competition, Energy Sprout (“Competition”), open to Pennsylvania residents, businesses and communities for the development by residents or businesses of “New Technology” Business Models and by communities of Community Based Initiatives. The Procedures and Rules applicable to the Competition are set forth below.

SWEEPSTAKES PROCEDURES AND RULES

1. Competition Sponsorship. The sponsors of the Competition are Sustainable Energy Fund (“SEF”) and West Penn Power Sustainable Energy Fund (“WPPSEF”, SEF and WPPSEF are jointly referred to as the “Sponsors”). The Sponsors shall have the sole and exclusive right to make all decisions and interpretations regarding the Procedures and Rules for the Competition, including, without limitation, the Pre Screening Procedures, qualification of Eligible Participants and the disqualification of Participants, if warranted, criteria for evaluating Submissions, and Judging the Competition. The Sponsors reserve the right to reject all Submissions and terminate the Competition if, in their sole judgment, the submissions do not satisfy the criteria developed to evaluate the Submissions.

2. Competition Award. The awards for the winning Submission will be a cash award of up to One Hundred Thousand Dollars (\$100,000.00) for the New Technology and Business Model Competition and up to \$25,000 for the Community Initiative Competition. Subject to the Sponsors’ right to reject all Submissions and terminate the Competition, there will be six Awards in the Competition. \$100,000, \$25,000, and \$3,000 for 1st, 2nd and 3rd place respectively in the Business Competition and \$25,000, \$5,000 and \$3,000 for 1st, 2nd, and 3rd place respectively in the Community Competition. The Sponsors reserve the right to determine the actual amount of the Awards based on criteria developed by the Sponsors.

3. Eligibility Requirements. In order to be eligible to enter the Competition: (a) each individual applicant, or if a group, all individuals within the group applicant (the “Applicant”), shall be at least eighteen (18) years of age at the time of tendering a Submission, (b) the Applicant shall follow the Registration Procedure set forth below, (c) the Applicant shall be a Pennsylvania resident, business or community, and (d) the Applicant shall make a submission which describes in adequate detail the content of the proposed Submission. Employees and Board Members of Sponsors and their immediate family members (spouse and children) are not Eligible Participants and may not enter the Competition.

4. Competition Registration Procedure. The Competition Registration Period will open on January 4, 2016 (“Registration Commencement”), and will end at 4:00, pm (prevailing time) on May 3, 2016 (the “Registration Closing Time”). Promptly following the Registration Closing Time, the Sponsors shall announce the identity of the eligible Applicants (an “Eligible Participant”) and provide notification to the Eligible Participants (the “Notification Date”). Entries should be mailed or delivered to

The Pennsylvania State University
Attn: Joel Morrison (c/o Energy Sprout Competition)
C-211 CUL
University Park, PA 16802

Please do not submit any original work as none of the documents, drawings and/or work papers submitted will be returned.

5. Competition Duration. Beginning on the Notification Date and continuing through, but ending on July 28, 2016 (the “Competition Period”), an Eligible Participant must participate in prescreening and live presentations as determined by the Judges.

6. Effect of Registration Process. Each Applicant who completes the Registration Process shall be deemed to have agreed to, and shall be bound by, the Procedures and Rules established by the Sponsors. The Sponsors reserve the right to alter, amend, eliminate or otherwise modify the Procedures and Rules as they shall decide to be necessary, in their sole discretion. In addition, by completing the Registration Process each Eligible Participant acknowledges and agrees that he, she, they or it will be providing the Sponsors with business, technology and/or other information. Upon receipt of an Eligible Participant’s Submission material in whatever medium delivered in manner set forth in Paragraph 4 above, all such material shall become the property of the Sponsors and will NOT be returned to the Eligible Participant. Accordingly, each Eligible Participant is directed to deliver copies only and not original work product material of any type. The Sponsors will use the Non Disclosure Agreement from the Application process as its effort to provide non disclosure protection of the information contained with each Submission.

7. Judging. The Sponsors shall have the sole right to determine the persons who will evaluate the Submissions in the Pre Screening Phase, and those who will evaluate the Submissions that become finalists. The criteria and standards to be applied shall be established by the Judges, in their sole and exclusive discretion, and all Participants consent to the exercise of such discretion. Each Judge will be required to sign a Non Disclosure Agreement regarding the information to which the Judge will become privy to in the course of judging the Competition. All judging decisions are final and not subject to reconsideration or appeal.

8. Publicity. By completing the Registration Process and accepting the Award, the Competition winner (the “Winner”) agrees to provide reasonable cooperation with the Sponsors for photographs and comments, and grants permission to the Sponsors to publicize the Competition, the Award, and the identity and images of the Winner, including taking, using and placing photographs and comments in various industry publications, general news programs, promotional material and other media and methods of dissemination as the Sponsors shall reasonably determine.

9. No Liability. By completing the Registration Process and tendering a Submission, each Applicant waives and release the Sponsors, their respective officers, directors, employees, agents and the Judges, their heirs, successor and assigns, from any and all claims, demands, actions, causes of action, losses, damages, judgments, verdicts, liabilities and obligations whatsoever and howsoever arising, under or in any way related to or in respect of the Competition, whether in contract, tort, equity or otherwise, and whether such liabilities and obligations are known or unknown, reported or unreported, and whether arisen in the part, currently existing, or arising in the future.