



# The Germinator

## Official 2015 Competition Rules and Regulations of the Germinator Competition

Administered by CenterState CEO Foundation, Inc. ("CenterState CEO")

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By submitting its Application to the 2015 "Germinator" Accelerator Competition (the "**Competition**"), each Applicant agrees to be bound by the terms and conditions of these Official 2015 Germinator Accelerator Competition Rules and Regulations (the "**Germinator Rules**" or "**Rules**") and the Securities Purchase Agreement by and among the Corporation and CenterState CEO, attached hereto (the "**Purchase Agreement**"). Unless the context indicates otherwise, all capitalized terms not defined herein shall have the meaning set forth in the Purchase Agreement.

**Eligibility:** The Competition is open to sole proprietorships, partnerships, corporations and limited liability companies (all business entities hereinafter referred to as a "**Corporation**"). The Corporation must have a business model in the start-up stage of development, and together with its Affiliates, having less than Three Million Dollars and 00/100 (\$3,000,000) in sales, royalties, fees, grants and awards in the last fiscal year.

An applicant includes the Corporation and any founder, officer, director, manager, member, employee, and/or any other Person associated with the Corporation, applying, on behalf of the Corporation, to participate in the Competition (the "**Applicant**").

**How to Apply:** Application may be made by completing the online application at <http://thegerminator.net> (the "**Application**"). The Application includes a request for each Applicants' name, address, telephone number, e-mail address, among other things. The Application includes questions and assessment information relating to the Corporation's products and/or service (the "**Competition Questions**").

The completed Application must be received by 11:59 p.m. Eastern Standard Time ("**EST**") on March 24, 2015. Applications that are not received on or before such time will not be accepted. All Applications become property of CenterState CEO and will not be returned to the Applicants. CenterState CEO will acknowledge receipt of each submitted Application by e-mail or mail. Late, lost, delayed, damaged, misdirected, incomplete, illegible or unintelligible Applications will not be accepted. There is a limit of one (1) Application per Applicant (which includes all Affiliates of the Corporation). Additional, multiple, and/or mechanically generated Applications will be disregarded and may result in disqualification from the Competition. CenterState CEO is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, service providers, computer equipment, or software, failure of any e-mail or Application received by CenterState CEO on account of technical problems or traffic congestion on the Internet, problems with of CenterState CEO's website, or any

combination thereof, including any injury or damage to an Applicants' or any other person's computer resulting from downloading any materials in connection with the Competition.

**Participation:** The Applicant agrees that (i) it has not made, nor at any time during the Competition will make, any materially false or misleading statements or representations to any Competition staff, including without limitation, CenterState CEO, the Competition Judges and/or the Panelists; (ii) it has no reasonable expectation that the contents of its Application contain Confidential Information nor that the Sponsors, CenterState CEO, the Competition Judges, or Panelists will be under any obligation to treat such Application and its contents as Confidential Information; (iii) it grants to CenterState CEO a worldwide, royalty-free, perpetual, irrevocable, non-exclusive license and full right to use, reproduce, modify, conform, adapt, publish or transmit such information submitted in the Application, but solely in connection with the administration and promotion of the Competition; and (iv) it shall indemnify the Sponsors, CenterState CEO, the Competition Judges, and/or Panelists for all damages, liabilities, claims, costs, charges and expenses, including, without limitation, reasonable attorneys' fees, the Sponsors, CenterState CEO, Competition Judges, or Panelists may incur as a result of any claims based upon, or in any way related to the submission of an Application.

**Selection and Rounds:** Six (6) Applicants, meeting all of the criteria set forth in the Competition Rules and the Application, to the satisfaction of CenterState CEO, in its sole discretion, shall be selected to participate in Round 1 of the Competition, commencing Monday, April 13, 2015 at 235 Harrison Street, Syracuse, New York 13202 (the "**Competition Facility**").

Each Applicant selected to compete in the Competition hereby agrees to: (i) maintain its principal place of business in the Twelve County Region, commencing in April, 2015; (ii) maintain a presence at the Competition Facility; (iii) be actively engaged in the courses, programs, and incubation activities of the Competition at approximately a full-time equivalent, standard work-week throughout the Competition; and (iv) maintain at least fifty percent (50%) of its employees accounted for on the company's books and records, including all Affiliates, as full-time employees in a work facility located in Twelve County Region during the Competition. Applicants will be expected to begin occupying their offices in the Competition Facility between April 6 through April 12, 2015. Each selected Applicant shall receive a Ten Thousand Dollar and 00/100 (\$10,000.00) investment from CenterState CEO in accordance with the Purchase Agreement. The "**Twelve County Region**" means the geographic location which includes the following counties in New York State: Cayuga County, Cortland County, Herkimer County, Jefferson County, Lewis County, Madison County, Oneida County, Onondaga County, Oswego County, Seneca County, St. Lawrence County and Tompkins County.

Each Round shall last approximately six (6) months. The exact dates and times shall be established and announced by CenterState CEO as the Competition progresses.

During Round 1 of the Competition, the Applicant will focus on mastering a wide set of business skills and techniques engaging in classroom like trainings and workshops. At the end of Round 1, CenterState CEO, the Competition Judges, and Panelists shall select five (5) Applicants to continue on to Round 2 of the Competition. Each selected Applicant shall receive a Twenty Thousand Dollar and 00/100 (\$20,000.00) investment from CenterState CEO in accordance with the Purchase Agreement.

During Round 2 of the Competition, the Applicant will engage in a structured customer discovery process. At the end of Round 2, CenterState CEO, the Competition Judges, and Panelists shall select three (3) Applicants to continue on to Round 3 of the Competition. Each selected Applicant shall receive a Fifty Thousand Dollar and 00/100 (\$50,000.00) investment from CenterState CEO in accordance with the Purchase Agreement.

During Round 3 of the Competition, the Applicant will dedicate attention to building a sustainable business that includes structuring deals with investors and talent acquisition. At the end of Round 3, CenterState CEO, the Competition Judges, and Panelists shall select two (2) Applicants to continue on to Round 4 of the Competition. Each selected Applicant shall receive a Seventy Thousand Dollar and 00/100 (\$70,000.00) investment from CenterState CEO in accordance with the Purchase Agreement.

During Round 4 of the Competition, the Applicant will drive sales into their venture with trainings on optimizing the sales cycle. At the end of Round 4, CenterState CEO, the Competition Judges, and Panelists shall select the grand prize winner of the Competition (the "**Grand Prize Winner**"). The Grand Prize Winner of the Competition shall receive a One Hundred Thousand Dollar and 00/100 (\$100,000.00) investment from CenterState CEO in accordance with the Purchase Agreement.

The four (4) Applicants that were not selected during Rounds 1, 2 and 3, shall be given the opportunity to compete in a consolation round (the "**Consolation Round**"). At the end of the Consolation Round, the winner of the Consolation Round shall receive a Fifty Thousand Dollar and 00/100 (\$50,000.00) investment from CenterState CEO in accordance with the Purchase Agreement.

**Authority of CenterState CEO:** All decisions of CenterState CEO, Competition Judges, and Panelists regarding any and all aspects of the Competition shall be final and binding in all respects. CenterState CEO reserves the right to cancel or modify the Competition if it determines, in its sole discretion, that fraud, technical failure, or other errors have compromised the integrity of the Competition. CenterState CEO, in its sole discretion, reserves the right to change the number of Applicants selected to participate in the Competition. Sponsors and CenterState CEO shall not be responsible for typographical, printing or other inadvertent errors in these Rules, the Application or the Purchase Agreement or in other materials relating to the Competition.

**Intellectual Property and Confidentiality:** The Applicants are urged to consult and confirm with legal counsel, or other appropriate advisors, that any Intellectual Property described in the Application is protected by the appropriate federal and/or state filings covering any patents, trademarks, copyrights or other Intellectual Property. CenterState CEO will use its best efforts to protect the Confidential Information contained in each Application, including the Corporation's business concepts, plans and executive summaries. Applications will not be used for any purpose other than the administration of the Competition. Notwithstanding the foregoing, executive summaries may be used in the marketing and promotion of the Competition. In the discretion of CenterState CEO, such executive summaries may be shared with qualified economic development organizations throughout the Twelve County Region.

Due to the nature of the Competition, CenterState CEO will not require Competition Judges, Panelists, Competition staff or any attendees of the CenterState CEO Annual Meeting to sign non-disclosure agreements in favor of any Applicant. In the event an Applicant does not wish certain entities, organizations and/or persons to review or otherwise have access to its business concepts, plan, or executive summaries, the Applicant must forward a request, in writing, setting forth a list of such entities, organizations and/or persons. General questions, comments or concerns relating to confidentiality should be addressed to Seth Mulligan, Vice President of Innovation Services for CenterState CEO at: [smulligan@centerstateceo.com](mailto:smulligan@centerstateceo.com)

**Indemnification:** Applicants shall hold harmless and indemnify CenterState CEO, its affiliates, agents and employees, Competition Judges and Panelists of and from any and all loss, Action, costs, claims, judgments or liabilities of any sort resulting from its acts or omissions in connection with the Competition.

**Limitations of Liability:** Notwithstanding any other provision in these Rules, each Applicant agrees that, in the event an Action is commenced against the Sponsors, CenterState CEO, Competition Judges, Panelists, Affiliates, directors, officers, employees, Representatives, partners and agents: (i) liability shall be limited to the Applicants' actual out-of-pocket costs incurred, including costs associated with entering the Competition, but in no event attorney's fees; (ii) any and all disputes, claims, and causes of action arising out of, or in connection with, these Rules, the Application, the Purchase Agreement or the Competition, shall be resolved individually without resort to any form of class action; and (iii) Applicant waives all rights to claim, (a) punitive, special, incidental or consequential damages, and (b) any and all rights to have damages multiplied or otherwise increased.

**Governing Law:** Applicant agrees (i) that all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of any Applicant, Sponsors, CenterState CEO, Competition Judges, Panelists, Affiliates, directors, officers, employees, Representatives, partners and agents, shall be governed by the laws of the State of New York without regard to its conflicts of laws rules; and (ii) that the venue and jurisdiction, in the event there is any court case or litigation concerning these Rules, the Application, the Purchase Agreement or the Competition, will be the federal or state courts sitting exclusively in Onondaga County, New York.

**Severability:** Any provision in these Rules which is or becomes prohibited or unenforceable in any jurisdiction shall not invalidate or impair the remaining provisions which shall be deemed severable, any such illegal or invalid provision shall be deemed modified to the extent necessary to comply with applicable law.

**Questions:** A copy of these Rules, and the Affidavit, may be found at <http://www.theagerimator.net>. Modification of these Rules, when appropriate, will be made by addenda hereto and distributed to all Applicants who have entered the Competition and will be posted and available at <http://theagerimator.net>. For any questions regarding this Competition, please call the *The Tech Garden* at (315) 470-1963 or write to: The Germinator Competition c/o CenterState Corporation for Economic Opportunity, 115 West Fayette Street, Syracuse, New York 13202. Responses to all questions of a substantive nature will not be given over the telephone, but will be posted and available at <http://www.theagerimator.net>.

**APPLICANTS SHOULD CHECK THE WEBSITE FREQUENTLY THROUGHOUT THE COMPETITION FOR RESPONSES TO QUESTIONS AND OTHER INFORMATION AND ANNOUNCEMENTS RELATING TO THE COMPETITION.**

**EACH APPLICANT SHOULD READ THE TERMS AND CONDITIONS SET FORTH IN THESE RULES, THE APPLICATION AND THE PURCHASE AGREEMENT CAREFULLY BEFORE SUBMITTING THE APPLICATION. BY CLICKING TO ACCEPT OR AGREE TO THE TERMS AND CONDITIONS OF THE COMPETITION WHEN THIS OPTION IS MADE AVAILABLE TO THE APPLICANTS, HE, SHE OR THEY ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THE TERMS AND CONDITIONS OF THESE RULES, THE APPLICATION AND THE PURCHASE AGREEMENT.**