

2018 Texas Works Awards - Products Edition

AWARDS PROGRAM RULES

1. Overview. The “2018 Texas Works Awards” (“The Awards”) is a competition sponsored by Texas Works (“Sponsor”), a joint venture by Republic Forever, Inc. and Hogaboom Road, Inc. The Awards celebrate innovation, entrepreneurship, and creative achievements by Texas-based consumer product brands.

2. No Purchase Necessary. No purchase is necessary to enter the Texas Works Awards, and a purchase will not improve your chance of winning. Void where prohibited.

3. Winners & Prizes. The Awards will be judged by a panel of judges, aided by Texas Works personnel for the purposes of screening eligibility, enforcing compliance with these Rules, and maintaining the spirit and standards of the Awards. The judges will select one Grand Prize Winner who will receive \$10,000 and a possible appearance on a future video project associated with the Texas Works collaboration. There will also be a First Place Winner for each of the eight (8) product categories (the Grand Prize Winner will be deemed the First Place Winner of his/her respective Category). Each product category will also have two (2) Runners-Up. In addition to the Grand Prize Winner and First Place Winners, there will also be a People’s Choice Winner for each of the eight categories. In total, the Awards will result in one (1) Grand Prize Winner; eight (8) First-Place Winners (one of whom is also the Grand Prize Winner); 16 Runners-Up; and eight (8) People’s Choice Winners. Other than bragging rights, there are no prizes for any Winner other than the Grand Prize Winner.

4. People’s Choice. The Awards competition will include a “People’s Choice” component that will allow the general public to vote online for their favorite product in each of the eight Categories. Products eligible for the People’s Choice component of the Awards competition will be selected by the Judges as the Semi-Finalists for the Overall Grand Prize Winner.

5. Schedule. The Awards contest begins with the Call for Entries Period which runs from 12:00 PM (Central Time) on August 17, 2018 and ends at 11:59 PM (Central Time) on September 17, 2018. To be considered, entries must be received by 11:59 PM (Central Time) on September 17, 2018. The People’s Choice component of the Awards competition will be announced on October 19, 2018. Sponsor reserves the right to amend this schedule as necessary in order to accommodate unforeseen delays and/or events. Announcements regarding schedule changes will be posted via the www.texas.works website. Sponsor’s computer is the official time keeping device for the commencement and conclusion of the contest schedule. No entries will be accepted before or after the Call for Entries Period.

6. Participant Eligibility. You are eligible to participate in the Texas Works Awards if: a) you make or design a consumer product in Texas that can be objectively categorized within one of the eight competition categories: Fashion & Style; Workshop; Food; Drinks; At Home; Outdoors & Adventure; Pets & Animals; and Apothecary; and b) you have been a resident of Texas for the 12 months preceding August 17, 2018 (the Call for Entries commencement date), or your company has been incorporated in Texas for 12 months preceding the Call for Entries Date. You must also be at least 17 years of age as of the Call for Entries commencement date. Vendors who develop, manufacture, or collaborate with Republic Forever, Inc. or Hogaboom Road, Inc. on products branded for or co-branded with No. 4 St. James or The Daytripper television series are not eligible to participate. Vendors or product brands that do not develop or co-brand

products for No. 4 St. James or The Daytripper television series but that have products marketed as third-party brands within the No. 4 St. James or The Daytripper e-commerce stores are eligible. Employees of Republic Forever, Inc. and Hogaboom Road Inc. and their immediate families or persons living in the same household of such employees are not eligible to participate in the Awards, nor are employees, family, or household members of Republic Forever's or Hogaboom Road's affiliated companies, partners, or subsidiaries.

7. **Product Eligibility.** You must select one product or product collection to submit for consideration. The product or product collection you submit must be commercially available for sale (via phone or Internet) to the public as of November 1, 2018. For purposes of these Awards, a product collection is defined as a single product line with a uniform title but with variations in flavor, color, size, output, capacity, or finish. An example of a product collection would be different flavor variants of the same primary food product such as peanut butter (the product) available in creamy, chunky, honey roasted, and chocolate flavors (the variants, collectively the product "collection."). Sponsor reserves the right to isolate just one of the product variants within a collection for recognition by the Awards. Works of art, including sculpture, paintings, and photographs, are not eligible. The product you submit for consideration must result from the work of a person or entity satisfying the Participant Eligibility rules described in Paragraph 5 above, and additionally must satisfy the requirement that the product is designed in Texas. The product does not have to be made / manufactured in Texas in order to be eligible; however, as part of your entry application you must identify which category describes your product's origins: Designed in Texas, Made in Texas; Designed in Texas, Made in USA; or Designed in Texas, Made Abroad. Sponsor reserves the right to score greater weight to products that are made in Texas, followed by products made in the USA, followed by products made abroad for purposes of craftsmanship and authenticity, followed by products made abroad for purposes of economy and scale. The extent to which your product satisfies any of the particular product origins categories will be determined on the basis of the information you provide on your Entry Form. Sponsor reserves the right to disqualify any entry that fails to clearly identify and describe its product origins. The product you submit must be your own creative work, and must not incorporate the work or ideas of another person such that their consent would be required under any applicable law. The Product must not infringe upon the intellectual property rights, publicity rights, privacy rights, or any other rights of any other person or entity, under any applicable law. By submitting an Entry, you represent and warrant that the Product, Entry and everything depicted in the Photos are wholly original and do not infringe upon or otherwise violate any right of any person, entity, or any law, rule or regulation. Violation or breach of these representations or warranties may subject you to penalties and damages under applicable law and will result in disqualification from the Awards.

8. **Entry.** Entry in the 2018 Texas Works Awards is achieved by following the links published on the Texas Works website at www.texas.works. During the Call for Entries Period, follow the Enter Now links and instructions, submit your responses for all required fields on the Entry Form, upload the required photos, pay the entry fee of \$45.00, and agree that you have read and agree to comply with these Official Rules. By agreeing to comply with these Official Rules, you are agreeing that Sponsor has final authority regarding the interpretation and implementation of all such Rules. Only one (1) entry per product brand will be accepted, and only fully completed Entries are eligible. All Entries (subject to Your rights in Your personal data specified on the Entry Form) become the sole and exclusive property of Sponsor and will not be acknowledged or returned. You understand that your name and biographical data (as entered

on the Entry Form) may be posted on the Texas Works or No. 4 St. James or The Daytripper websites, blogs, newsletters, and social media accounts in connection with the Awards.

9. Photos. As part of your Entry Form, you are required to upload three (3) photos of your product that satisfy the guidelines described on the Entry Form. Your photos may be submitted in JPG, GIF or PNG formats. By entering the Competition, you agree that Sponsor may post your Photos and Product or any part thereof on the Texas Works, No. 4 St. James, or The Daytripper websites, blogs, newsletters, and social media accounts. Sponsor does not guarantee the posting of any Photo or Product. Sponsor shall have the right, in its discretion, to edit the Photos for any purpose it deems necessary, without remuneration and/or further permission from you. You irrevocably waive any and all claims based on moral rights or similar theories in any submitted photos. Because the photos have been specially ordered by Sponsor, they are deemed “works made for hire”, but in the event they are deemed not works made for hire, you shall irrevocably assign, convey, and transfer to Sponsor all right, title, and interest throughout the universe in perpetuity in and to such photos, without any obligation to pay additional consideration for the use or exploitation thereof. You will not retain any right, title or interest whatsoever in the photos, and you hereby irrevocably waive any claims based on the foregoing. Neither the Photos nor the Product may contain, as determined by Sponsor, any content that: defames or disparages people, products, or companies; is obscene or offensive; is sexually explicit or suggestive, contains nudity, profanity or pornography; is derogatory of any group, whether on the basis of race, gender, age, religion, professional associations or otherwise; endorses any form of hate; promotes illegal drugs; contains trademarks, trade dress, or copyrighted material owned by an entity other than yourself; violates any law or regulation or encourages such violation; expresses the likeness of any person other than yourself, including celebrities or private figures, alive or dead; expresses support of any particular political party, political message, or political agenda; and expresses messages inconsistent with the positive image with which the Sponsor wishes to associate.

Any Entry which contains Photos and/or Products with any of the above will be considered void.

10. Judging. The judging process will occur over the course of several months and consist of three (3) rounds.

Round 1. In Round 1, the totality of the information provided on the Entry Form, the Photos, and the written descriptions of the business and Product provided on the Entry Form will be screened for advancement to Round 2 by the Initial Eligibility Team on the basis of whether they meet the eligibility requirements for participants, products, product categories, maker residency and/or company incorporation, product origins eligibility, product availability, and the extent to which they meet minimum standards for innovation, aesthetic, quality, or craftsmanship expected of an Awards contest representing the State of Texas. The Initial Eligibility Team is comprised of members of Sponsor’s principals and/or staff.

Round 2. Eligible Entries passing the Initial Eligibility Screening to advance to Round 2 will be judged by the panel of expert judges. The judges will rank the Entries in their respective product Category based on criteria related to innovation and novelty; quality and craftsmanship; and aesthetic (both form/finish and packaging/branding, if applicable). The Entries earning the top 6 scores in each Category will be deemed the Semi-Finalists, and will be posted for the People’s Choice portion of the Awards.

Final Round. In the Final Round of Judging, the Entries earning the top six (6) scores for each Category in Round 2 will be evaluated by the judges of their respective Category and scored upon inspection of physical product samples and/or additional information and photos. Those 48 semi-finalists will then be ranked by all 6 judges to determine the Grand Prize Winner. The Entry with the highest ranking will be declared the Grand Prize Winner. The Entries with the top 3 rankings in each Category will be deemed the first place, second runner-up, and third-runner up, respectively. In the event of a tie for the Grand Prize Winner only, the Initial Eligibility Team will rank the tied Entries until a winner can be declared. The Entry with the highest ranking will be the Overall Grand Prize Winner. The decision of the judges are final and may not be appealed. During any of the judging rounds, if any conflict of interest arises with respect to a judge, that judge will abstain from ranking the Entry and Sponsor will assign the Entry to one or more of the other Judges to be ranked.

11. Notice to Winners and Verification. The Overall Grand Prize Winner and each of the First Place Winners and Runners-Up will be notified via email and telephone. At that time, the potential Overall Grand Prize Winner, each First Place Winner, and all Runners-Up must prove evidence of eligibility as may be requested by Sponsor, including, without limitation, proof of age and residence upon notification as a potential winner. Each winner must sign an affidavit of eligibility and release upon notification of the 2018 Texas Works Awards, releasing Sponsor, Sponsor Entities, Program Sponsors, and Judges from any and all liability, loss, or harm suffered in connection with the Awards. Sponsor's inability to contact a potential winner may result in disqualification. In the event of any disqualification, Sponsor may select another winner based these Rules.

12. General Prize Terms; Taxes. The Grand Prize Winner is solely responsible for taxes and costs, if any, due as a result of accepting the Grand Prize. Sponsor shall have no responsibility or obligation to the Grand Prize Winner, Category winners, and Runners-Up for any purpose.

13. Disqualification. If you fail to comply with any of these Rules or engage in any behavior that is not within the spirit of the Awards, Sponsor may in its sole discretion disqualify you and your entry. Reasons for disqualification may include: unsportsmanlike behavior; tampering or interfering with the administration of the Awards; harassment; or providing false information on any documents or in any communications associated with the Awards.

14. Indemnification. (a) By entering the Texas Works Awards, you agree to defend (at Sponsor's option), hold harmless and indemnify Sponsor, Sponsor Entities, Program Sponsors, and Judges from and against any and all liability, damages or causes of action, with respect to or arising out of either (i) your participation in the Awards, including, without limitation, the breach or violation of your representations and warranties concerning your Product and Photos; and/or (ii) the receipt, redemption or use of the Prize awarded in the Competition. You agree to release all rights to bring any claim, action or proceeding against Sponsor or Sponsor Entities, further covenant not to sue Sponsor, Sponsor Entities, or Judges and hereby acknowledge that none of Sponsor, Sponsor Entities, Program Sponsors, or Judges has made or is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize. You further acknowledge that Sponsor is not responsible for: anything outside its reasonable control; incorrect, incomplete, or inaccurate Entry Form information; technology-related malfunctions of any kind; or communication errors.

15. AS IS; Disclaimer of Warranties. Sponsor disclaims any and all implied warranties. Sponsor is providing the Awards on an “as is” and “as available” basis, and does not represent or warrant that the Awards will be free of defects or errors, nor that it will enable or guarantee your participation.

16. Exclusion of Damages. None of Sponsor, Sponsor Entities, Program Sponsors, or Judges will be liable to you or any third party for any damages, whether consequential, incidental, indirect, or punitive, under any legal theory arising out of or related to or connected with the Awards.

17. LIMITATION OF LIABILITY. Sponsor’s aggregate liability under any and all circumstances arising out of or related to or connected with the Awards is limited to the cost of the entry fee paid by the claimant.

18. Request for the Names of the Award Winners and Rules. For the names of the Award Winners and/or a copy of these Rules, send a self-addressed stamped envelope to: Republic Forever, Inc., P.O. Box 164310, Austin, TX 78716.

19. Odds. The odds of becoming a winner and/or recognized participant depend on the number of eligible entries.