



Calling All Dreamers 2024/25 Participation Agreement

Please review the following participation release and official rules and regulations. You will be asked to agree to the terms stated below in the online application.

PARTICIPATION RELEASE

I, being at least eighteen (18) years of age, hereby authorize and irrevocably grant the representatives of the Calling All Dreamers program, its successors and assigns, the following rights: to record my likeness, image, name, voice, performance, biographical information, or otherwise on film, video, audio, CD, DVD, or other media; to edit such media at its discretion; to incorporate that material into a recorded program print publications, electronic publications, software, movie and sound films or tapes, broadcasts (radio and television), programs, or otherwise, and to use and license others to use such publications, recordings, software, movie and sound films and tapes and broadcast programs in any manner of media whatsoever, including unrestricted use for purposes of publicity, advertising and sale promotion, and to use my name, likeness, voice, and biographic or other information in connection therewith.

I understand that the representatives of the Calling All Dreamers program exclusively owns all rights to these recordings irrespective of the form in which they are produced or used, and I am authorizing the use of the aforementioned items, at any time or times, throughout the world in perpetuity, without further compensation or permission. I represent that I have the right to enter into this Agreement, and that my performance and the rights I have granted in this Agreement will not conflict with or violate any commitment or understanding I have with any other person or entity.

I further agree to indemnify and save harmless the representatives of the Calling All Dreamers program liability for damages, losses, or expenses of any sort arising from the making of such recordings and their use, including, without limitation, claims with respect to inaccuracy or breach of any provisions of this Agreement.

I further agree that in no event shall the Calling All Dreamers program, its affiliates, agents, successors and assigns, including but not limited to, Downtown Sacramento Foundation ("DSF") and Downtown Sacramento Partnership, be liable to me for any direct or indirect, special, incidental, or consequential damages in connection with or arising out of any awards or prizes promised to be awarded, available to be awarded, and/or awarded to me by the Calling All Dreamers program, its sponsors and affiliates, agents, successors and assigns. I acknowledge and agree that DSF and Downtown Sacramento Partnership shall not be sureties or guarantors for any award or prize.

I further affirm ownership of the business plan and concept as original and free from any claim of copyright or other restriction relating to the program.

I have read and understood the contents hereof, and have the right and authority to execute this release and indemnification. I understand that this Participation Release is to be interpreted under the laws of the State of California without resort to its conflict of laws rules, and I hereby submit to the jurisdiction of the courts of the State of California. This agreement represents the entire understanding of the parties and may not be amended unless mutually agreed to by both parties in writing.

OFFICIAL RULES AND REGULATIONS

- 1) By submitting an application, all applicants agree to these Official Rules and Regulations and to all decisions of the selection committee, which are final and binding.
- 2) Downtown Sacramento Foundation (DSF) reserves the right to accept or reject any submission. Participants retain the rights to their business concept at all times.
- 3) Judges will review plans with strict confidentiality.
- 4) Printed business concept proposals and electronic media submitted for consideration will not be returned.
- 5) Decisions, judgments, and selections of the committee are at the discretion of DSF and are final.
- 6) DSF reserves the right to use all participants' names, likenesses, pictures, portraits, voice, biographical information, written submissions, and written or oral statements, for advertising and promotional purposes without additional compensation to participants.
- 7) By submitting the application, candidate releases and discharges DSF, Downtown Sacramento Partnership, participating sponsors, property owners and any other legal entity or individual involved with or otherwise providing services related to this competition and all their respective employees, officers, directors, representatives, and agents from liability or damage due in whole or in part to participation in this program.
- 8) By submitting the application, candidate affirms ownership of the business plan as original and free from any claim of copyright or other restriction relating to the competition.
- 9) By submitting an application for and entering the program each applicant advancing to the final phase of the competition authorizes DSF to conduct a credit and background check.
- 10) DSF seeks to consider support to any viable business entering the program whether or not that business wins the Calling All Dreamers program. All entrants with feasible business plans may be contacted by Downtown Sacramento Partnership with information about available retail property in downtown Sacramento.
- 11) DSF reserves the right to change these Official Rules and Regulations at any time, in its sole discretion, and to suspend or cancel the competition or any entrant's participation in the competition.
- 12) Winner's Obligations

- a) Be open to public no later than one year from winner announcement.
- b) Participate in Calling All Dreamers program public relations campaign for a 12-month period following the award.
- c) Complete SCORE business operation educational seminar following the final selection.
- d) Operate standard business hours, minimum 4 days a week.
- e) Abide by all laws and regulations necessary to operate legally in the City of Sacramento.
- f) DSF may request a review of finances and strategies from the winner on a quarterly basis for the first year.
- g) Carry liability insurance listing DSF, Downtown Sacramento Partnership, property owner and applicable sponsors as additionally insured for a period commensurate with fulfillment of prize package including services provided.

13) Prize Package

- a) One (1) prize package will be awarded. The winner will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the Prize Package. DSF and Downtown Sacramento Partnership accepts no responsibility for repairing any real or supposed damage to any portion of the prize.
- b) There are no substitution, transfer, or cash equivalent for prizes, except that DSF may, at its sole discretion, may make substitutions as necessary. The prizes are expressly limited to the item(s) listed and unless otherwise expressly specified, do not include taxes, gratuities, or any other expenses. Other restrictions may apply.
- c) Winner will be responsible for initiating consult and have up to a 12-month period following the date of award to utilize pro bono services. Any unused portion of the prize package at the 12-month point will be forfeited.
- d) There is no guarantee, expressed or implied, that any business will receive an award. Should no entries into the program meet the entry criteria, should no entry have a reasonable chance for success and should the selection committee determine no winner exists for that year of the program, no award will be made for that year and the award money will be used for the following year's program.
- e) Winner will be subject to and responsible for all legal requirements regarding the acceptance of the award, including but not limited to IRS Code regarding prizes and awards.
- f) By accepting the grand prize award package, the winner releases and discharges DSF, Downtown Sacramento Partnership, participating sponsors, property owners and any other legal entity or individual involved with or otherwise providing services related to this program and all their respective employees, officers, directors, representatives and agents from liability or damage due in whole or in part to the award, acceptance, possession, use or misuse of the prize or from participation in this competition.
- g) Failure to honor this agreement may result in the business owner being mandated to pay back, in full or in part, award monies and equal expenditures of services provided in the prize package.