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REV Application

Name:		Phone Number:	Address:
Business Name:		Email Address:	
Business Description:		Date of Establishment:	
Website/Social Media:		Legal Structure (LLC, C Corp, S Corp, Partnership, DBA):	
Business Misson:			
Company Values:		Number of Employees:	
What do you hope to accomplish through your company's efforts?			
Business Plan & Growth Plans for next year:			
Business Plan & Growth Plan for next three –five years:			
What are your capital raising plans for the company? Do you expect to bring in outside investors? If so, when?			
What are your plans for an exit or IPO and how fast are you growing?			
Explain what you would do with the prize money and how much you need to accomplish this. Max of \$15,000 will be given.			
Target Market:		Expansion Demographic & Market:	
Current Sales:	Estimated Year End Sales:		Current Return on Investment:
Name Two Things (Black Swan) that could damage/shift your business:			

Continued on page 2...

What keeps you up at night?

Reason for Applying?

REV COMPETITION ENTRANT AGREEMENT

1. Eligibility Requirements. This is a competition involving substantial skill. By signing this application to enter the REV competition, you represent and warrant: (i) you are 18 years of age (or the age of majority in the state in which you reside) or older; (ii) you are a legal resident of the United States; (iii) neither you or an immediate family member or anyone living in your household currently is or has been within the last 12 months, an employee, officer, or director of The Bank of Tioga, or any of its affiliated entities including, but not limited to, TS Banking Group or Tioga Area Economic Development Corporation; (iv) you have not been convicted of a felony and do not have any felony or misdemeanor criminal charges pending against you; and (v) you have read and fully understand this Agreement, as well as the Official Rules and Regulations of the REV competition. You acknowledge that The Bank of Tioga, and Tioga Area Economic Development Corporation reserves the right to render ineligible any person who is determined, in its sole discretion, to create the appearance of impropriety. You further understand, agree, and acknowledge that The Bank of Tioga, and Tioga Area Economic Development Corporation reserves the right to change the eligibility requirements at any time without prior notification to you.

2. Grant of Rights. I am voluntarily making the following grants. In consideration for my participation in the REV competition and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I (including any entity named in my application) hereby grant The Bank of Tioga, and Tioga Area Economic Development Corporation and each of its respective employees, contractors, agents, representatives, officers, directors, assignees, designees, licensees, and affiliated and related entities, the following:

a. The absolute and irrevocable, perpetual, non-exclusive, royalty-free, unrestricted right and permission (but not the obligation) to interview me, photograph me, film, tape, and otherwise visually, audiovisually and/or by audio means record me and/or my voice ("**Likeness**") by any method whatsoever in and in connection with the REV competition and the business activities of The Bank of Tioga and its affiliated entities.

b. The absolute and irrevocable, perpetual, non-exclusive, royalty-free, unrestricted right and permission (but not the obligation) to photograph, film, tape, and otherwise visually, audiovisually and/or by audio means record any idea, product, invention, service, or business owned or controlled by me, including without limitation any names, logos, artwork, packaging, trademarks and service marks related thereto (collectively "**Business Indicia**") by any method whatsoever in and in connection with the REV competition and the business activities of The Bank of Tioga, its affiliates and Tioga Area Economic Development Corporation and its affiliated entities.

c. All rights of every kind and character whatsoever, whether now known or hereafter devised, in and to (i) any and all footage, tapes, and/or other recordings taped, filmed, photographed, recorded and/or otherwise produced hereunder depicting me and any performances, presentations, or actions made by me, (ii) material supplied by me (whether scripted or unscripted, written, spoken, sung, or otherwise uttered or expressed by me) and information given by me and/or captured on any such recordings ("**Statements**"), and (iii) all of the results and proceeds thereof (collectively, (i), (ii), and (iii) shall be referred to as the "**Material**"). For the avoidance of doubt, the Material does not include the Business Indicia nor any other intellectual property relating to my business.

d. The absolute and irrevocable, perpetual, non-exclusive, royalty-free, unrestricted right and permission to reproduce, edit, rearrange, cut, dub, subtract from, add to, modify or juxtapose the Likeness, Business Indicia, Statements, or Material in any manner and to combine them with any other material.

e. The absolute and irrevocable, perpetual, non-exclusive, royalty-free, unrestricted right and permission to use, reuse, copy, digitize, sublicense, transmit, publish, display, and make use of the Likeness, Business Indicia, Statements, whether or not embodied in the Material, in any media now known or hereafter devised, in and in connection with the REV competition including, without limitation, advertising, promotion, marketing or the exploitation of the REV competition, and the business activities of The Bank of Tioga, its affiliates and Tioga Area Economic Development Corporation.

f. I understand and acknowledged and agree that The Bank of Tioga along with Tioga Area Economic Development Corporation, and its affiliated entities, officers, directors, and employees, may exercise any aspect of the foregoing granted rights without review by, compensation to, or approval by me or any other party, except as prohibited by law.

g. I grant the rights hereunder whether or not I am selected to participate as a contestant in the REV competition in any manner whatsoever. I release Tioga Area Economic Development Corporation, The Bank of Tioga, its affiliated and related entities, and each of their respective directors, officers, principals, shareholders, members, employees, agents, contractors, representatives, joint venturers, attorneys, licensees, successors, and assigns (the "Releasees") from any and all liability arising out of its use of the Likeness, Business Indicia, Statements, and/or the Material, and I agree not to make any claim against the Releasees as a result of the recording or use of the Likeness, Business Indicia, Statements, and/or the Materials (including, without limitation, any claim that such use invades any right of privacy, publicity, or any claims based on defamation, libel, false light, copy, trademark, or patent infringement).

3. Representations and Warranties. I hereby represent and warrant that: (i) I alone have the right to grant the rights granted hereunder; (ii) I have the right to enter this Agreement; (iii) I own and control all the rights in and to the idea, product, invention, service, or business that I desire to present as part of my participation in the REV competition; (iv) consent of no other person, firm, corporation, or labor organization is required to make my desired presentation or to enable The Bank of Tioga, its affiliates and Tioga Area Economic Development Corporation, to use the Likeness, Business Indicia, Statements and the Material as described herein; (v) The Bank of Tioga, its affiliates and Tioga Area Economic Development Corporation, use of the Likeness, Business Indicia, Statements and the Material hereunder will not violate the rights of any third party; and (vi) I have answered all application questions completely, honestly, and accurately, and I acknowledge that if any of the foregoing information is found to be false, that this will be grounds for my dismissal from REV competition and void any prize award.

4. General Release. To the maximum extent permitted by law, I, my heirs, next of kin, spouse, guardians, legal representations, executors, administrators, successors and assigns ("Releasing Parties") hereby irrevocably and unconditionally release and covenant not to sue The Bank of Tioga, its affiliates and Tioga Area Economic Development Corporation, and each of their respective directors, officers, principals, shareholders, members, employees, agents, contractors, representatives, joint venturers, attorneys, licensees, successors, and assigns (the "Releasees") from any and all claims, actions, damages, liabilities, losses, costs, and expenses of any kind (including, without limitation, attorneys' fees) ("Claims") arising out of, resulting from, or by reason of my application for or participation in or in connection with the REV competition. This General Release specifically includes, but is not limited to, any travel I undertake in connection with my participation in the REV competition, any exploitation, distribution, exhibition, advertising, or promotion of the REV competition, my participation in the REV competition, and any disclosure of my idea, product, invention, service or business.

5. Limitation of Remedies. Without limiting any provision of this Agreement, my remedies for any breach of this Agreement by The Bank of Tioga, its affiliates and Tioga Area Economic Development Corporation, will be limited to an action at law for damages, if any, and in no event will I be entitled to rescind this Agreement or seek injunctive or any other equitable relief in connection herewith.

6. Indemnity. I, individually and on behalf of the Releasing Parties, agree to defend, indemnify, and hold harmless the Releasees from any and all claims caused by or arising out of my application for, participation in, or connection with the REV competition.

7. Governing Law. This Agreement is deemed to be entered into in Tioga, North Dakota, and will be governed by and interpreted in accordance with the laws of the State of North Dakota.

8. Entire Agreement. By signing this Agreement, I have not relied on any representations or other statements that are not contained herein. No promises have been made to me other than as expressly set forth herein. This Agreement supersedes and replaces all prior and contemporaneous oral, written, and electronic communications, understandings, and agreements, if any, between The Bank of Tioga, its affiliates and Tioga Area Economic Development Corporation, and me with respect to the subject matter hereof. This Agreement sets for the entire agreement between The Bank of Tioga, Tioga Area Economic Development Corporation and me with respect to the subject matter hereof and may not be altered or amended except by a writing signed by both parties.

I attest that at the time of this application I have not been arrested and charged with a criminal offense, other than a traffic citation, in which the disposition is pending, nor have I pled guilty to a criminal offense, other than a traffic citation, in which the disposition is pending, nor am I under criminal indictment.

I certify that the above information provided on this application is true and correct.

UNDERSTOOD, ACKNOWLEDGED, AGREED, AND ACCEPTED:

Print Name

Signature

Date

Email completed form to marketing@thebankoftioga.com.

2022 REV Official Rules and Regulations 1. REV is hosted and sponsored by The Bank of Tioga, Member FDIC, Equal Housing Lender, 7 N Main St., PO Box 429, Tioga, ND 58852 and Tioga Area Economic Development Corporation. REV is open to the legal residents of the United States, who are at least 18 years of age ("Entrant"). 2. No purchase or donation is necessary in order to enter or win. Participation will be determined solely on the submission of REV applications to the The Bank of Tioga address designated in paragraph #1 or emailed securely to marketing@thebankoftioga.com. REV applications will be available beginning August 1, 2022 at thebankoftioga.com/rev. In order to be eligible, your application must be received by October 10, 2022. Applications may be sent via email, hand-delivery to The Bank of Tioga, or by mail 3. REV will be held on November 10, 2022 (date subject to change) at the Crosby Courthouse, 200 N Main St., Crosby, ND 58730. Each pitch will last approximately 10 minutes to a panel of four judges. Each participant will have an additional 5 minutes for questions from the judges. The winner will be determined by the panel of judges who have the sole discretion and authority to determine the winner. The winner will be awarded a cash prize of up to \$15,000, or a prize of comparable value. 4. The event is subject to all federal, state, and local laws and regulations and is void where prohibited by law. Any and all federal, state, and local taxes and fees on prizes, including, but not limited to, cash prizes, are the sole responsibility of the winner. Appropriate tax forms must be completed in full by the winner prior to receipt of prize. 5. Chances of winning depend on the total number of qualified entries. 6. In order to participate, Entrants must sign the REV Competition Entrance Agreement. 7. Employees, officers, and directors, and any immediate family members, of The Bank of Tioga, its affiliates and Tioga Area Economic Development Corporation, are not eligible to participate. 8. All decisions and interpretations of rules, regulations, and final determination of winners shall be made by The Bank of Tioga and Tioga Area Economic Development Corporation.