

**Entrepreneur<sup>®</sup> of 2024 Contest**  
Presented by Entrepreneur Media, LLC

By this Contest, Entrepreneur Media, LLC (“**Entrepreneur Media**” or “**Sponsor**”) wants to celebrate those entrepreneurs, who, through hard work and bold leadership, have had a transformative impact in unique and notable ways on their businesses during 2023 and continuing up to the present.

### OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. The ENTREPRENEUR<sup>®</sup> OF 2024 Contest (“Contest”) begins at 12:00 a.m. Eastern Time (“ET”) on March 4, 2024 and ends at 11:59 p.m. ET on May 31, 2024 (“Contest Entry Period”).** The computer clock of Entrepreneur media is the official time-keeping device in this Contest.

**1. ELIGIBILITY.** This Contest is open to any individual, who, as of the commencement date of the Contest Entry Period: **(a)** and continuously thereafter for the duration of this Contest, including the designation of Winners and awarding of Prizes (the “**Contest Period**”), is a citizen or permanent resident of the fifty (50) United States and the District of Columbia; **(b)** was eighteen (18) years of age or older; and **(c)** was the founder or a co-founder of a company (the “**Company**”), and continuously thereafter for the duration of the Contest Period, is either the sole owner or one of multiple owners of the Company, and who is the sole or a primary decision-maker for the Company and involved in its day-to-day operations. In addition and to be eligible, your Company **MUST**: **(a)** have had its headquarters within the United States or the District of Columbia since a least 2022 up to and including the Contest Period; **(b)** have been in existence and continuously conducting business since at least 2022 up to and including the Contest Period, as evidenced in part by a “live” and periodically-updated website containing current information about its business, products and/or services; and **(c)** have been created as a startup and not the result of a “spin-off” from a pre-existing business, has at all times been a privately-held company, and during its existence was **never** an affiliate of any other company or business. Any and all employees, officers, directors, and agents and other authorized representatives of Entrepreneur Media and their immediate family members (parent, child, sibling and spouse, and their respective spouses, regardless of where they reside) and any other persons living in the same households as the immediate family members (whether or not related) (collectively, “**Sponsor Parties**”) are not eligible to participate in this Contest. **This Contest is subject to all federal, state and local laws and regulations.**

**2. HOW TO PARTICIPATE.** To participate, go to <<https://www.entrepreneur.com/entrepreneur-of-2024>> (the “**Contest Site**”) during the Contest Entry Period. YOU will then be directed to a registration form (“**Contest Entry Form**”), which YOU will need to complete by entering certain information, including: **(a)** your full name, birth date, and email address; **(b)** the name of your Company and its street address (no P.O boxes) and telephone number; **(c)** the percentage of your ownership interest in the Company; **(d)** the year your Company was created and, if different, when it began doing business; **(e)** a description of products/services offered by your Company; **(f)** the URL of your Company’s website; and **(g)** a description of the challenges, risks, and/or opportunities involving your Company and what YOU did in response, requiring strong leadership and a creative vision and which has had a transformative and positive impact on your Company, for example resulting in **(i)** a major change in the type, direction or scope of its business, products and/or services, or **(ii)** a major increase in its productivity and/or revenues.

### **3. SELECTION, NOTIFICATION AND ANNOUNCEMENT OF SEMI-FINALISTS, FINALISTS, AND GRAND PRIZE WINNER AND RUNNERS-UP.**

Following the end of the Entry Period, a panel of judges, consisting of members of Sponsor's Editorial Department, together with the possible participation of influential and successful members of the business community and/or well-known celebrities as selected by Sponsor (collectively, the "Panel of Judges"), will select (i) twenty(20) Semi-Finalists from all eligible Contestants, and (ii) from among the Semi-Finalists, three (3) Finalists, and (iii) from among the Finalists, a single Grand Prize Winner and First and Second Runners-Up, through the following three (3) step process:

**(a) Selection of, and Notification by Email to, Twenty (20) Semi-Finalists by July 15, 2024, and with public announcement of the Semi-Finalists on September 4, 2024, with the initial publication of their stories by Sponsor on its website and/or social media channels.**

**(b) Selection of, and Notification by Email to, Three (3) Finalists by August 9, 2024, and with public announcement of the Finalists on October 8, 2024, with the initial presentation of their videotaped interviews by Sponsor on its website and/or social media channels. Notification to the Finalists shall include an Affidavit of Eligibility and Release ("Affidavit") and IRS Form W-9, to be completed, signed and dated, and, in the case of the Affidavit, to be notarized, and returned to Sponsor (i) by email to the email address in Paragraph 13 below, or (ii) by US mail or nationally-recognized courier service to the street address in Paragraph 13 below. AS A CONDITION OF BEING DESIGNATED THE GRAND PRIZE WINNER OR EITHER OF THE RUNNERS-UP, THE COMPLETED AFFIDAVIT AND FORM W-9 MUST BE RECEIVED BY SPONSOR (IF SENT BY EMAIL OR COURIER SERVICE), OR POSTMARKED (IF MAILED), BY NO LATER THAN AUGUST 16, 2024.**

If a Finalist cannot be found or fails to timely complete and return the Affidavit and Form W-9 in accordance with these Official Rules, that Finalist will immediately and automatically be disqualified, and replaced in descending order by the next designated Runner-Up or, in the absence thereof, then by one (1) of the remaining Semi-Finalists as selected by the Panel of Judges, and who will, like the original Finalists, also be subject to a 7-day deadline for completing and returning an Affidavit and Form W-9.

**(c) Announcement and Posting of Grand Prize Winner and First and Second Runners-Up on October 22, 2024 on Sponsor's Website, including the Contest Site, and thereafter in the November/December 2024 issue of *Entrepreneur*<sup>®</sup> magazine.**

### **4. PRIZES.** The following prizes will be awarded to:

**(a)** The Grand Prize Winner will be featured on the cover of the November-December 2024 issue of *Entrepreneur*<sup>®</sup> magazine;

**(b)** All three (3) Finalists will be featured in one (1) or more articles in the November-December 2024 issue of *Entrepreneur*<sup>®</sup> magazine; and

**(c)** All of the twenty (20) Semi-Finalists, including the Grand Prize Winner and First and Second Runners-Up, will be featured in stories posted on Sponsor's website at <https://www.entrepreneur.com/entrepreneur-of-2024> and/or on its various social media channels.

**5. JUDGING CRITERIA.** Selection by the Panel of Judges of the twenty (20) Semi-Finalists, three (3) Finalists and a Grand Prize Winner and First and Second Runners-Up, shall be based on the information contained in and submitted as part of each eligible Contest Entry Form, and, in particular:

- (a)** the nature and extent of challenges, risks, changes or opportunities (collectively, **“Challenges”**) faced by Your Company during 2023 and beyond;
- (b)** the decisions made and actions taken by YOU in response to those Challenges, including consideration of the nature of, and how and when, those decisions were made and actions taken in response; and
- (c)** the results of the decisions made and actions taken both during 2023 and, if applicable, continuing up to the present.

**6. REQUIREMENTS OF CONTEST ENTRIES.** By completing and submitting a Contest Entry, and, if YOU are a Finalist, by completing and submitting an Affidavit and Form W-9, YOU represent and warrant that the contents thereof are in all respects accurate and truthful. In addition, no Contest Entries shall contain content, which is illegal, inappropriate or otherwise not in good taste, including any content that:

- is obscene, pornographic, sexually explicit, or contains nudity, or is offensive or unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; or
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- endorses any form of hate or hate group;
- appears to duplicate any other submitted Contest Entry;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- violates any person’s personal, civil or proprietary rights, including the publicity or privacy rights of any person, whether living or deceased;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/ interiors) owned by, and reproduced without the permission of, third parties, and without providing evidence of such permission, and in a form satisfactory, to Sponsor;
- communicates messages or images inconsistent with the positive images and/or goodwill, with which Sponsor wishes to be associated; and/or
- violates any applicable law.

Sponsor, acting in its sole discretion, reserves the right to disqualify any Contestant, who it considers to have violated any of the foregoing requirements.

- 7. CONTESTANT WARRANTIES AND CONSENTS.** By completing and submitting a Contest Entry Form, YOU:
- (a)** warrant and represent that YOU have read and agree to be bound by these Official Rules;
  - (b)** warrant and represent that YOU are eligible under these Official Rules to participate in the Contest;
  - (c)** warrant and represent that all of the information contained in the Contest Entry Form YOU submit, as well as any other information provided in response to Sponsor's request (if applicable), is accurate, does not violate any third party's legal rights (including without limitation, right of privacy), and otherwise does not violate applicable law;
  - (d)** consent to the irrevocable use in perpetuity by Sponsor and its successors and assigns of your name and/or likeness and any information provided to Sponsor in the Contest Entry Form, for promotional purposes (whether in print, online or in any other media now known or hereafter developed), without further notice or additional compensation and unless prohibited by applicable law;
  - (e)** if selected and confirmed as a Semi-Finalist, consent and agree, during the Contest Period and for a period of one (1) year thereafter: (i) to make yourself available, on up to two (2) separate occasions and on such reasonable dates and times as agreed upon by both parties, to be interviewed, whether in-person or telephonically, by or on behalf of Sponsor; and (ii) that Sponsor shall own all rights, title and interest in and to the contents of such interviews, including without limitation copyrights therein and the rights in perpetuity to reproduce, publish and otherwise distribute such content, whether in whole or in part, in and on Sponsor's various media outlets, including Sponsor's print and/or digital magazines, websites such as  [<entrepreneur.com>](https://www.entrepreneur.com) and social media channels;
  - (f)** if selected and confirmed as the Grand Prize Winner or First or Second Runners-Up, consent and agree, during the Contest Period and for a period of one (1) year thereafter: **(i)** to make yourself available, on up to two (2) separate occasions and on such reasonable dates and times as agreed upon by both parties, to be interviewed, whether in-person or telephonically, and videotaped, by or on behalf of Sponsor; and **(b)** that Sponsor shall own all rights, title and interest in and to the content of any such interviews, whether written and/or videotaped, and including without limitation copyrights therein and the rights in perpetuity to reproduce, publish and otherwise distribute such written and/or video content, whether in whole or in part, in and on Sponsor's various media outlets, including Sponsor's print and/or digital magazines, websites such as  [<https://www.entrepreneur.com/entrepreneur-of-2024>](https://www.entrepreneur.com/entrepreneur-of-2024), and social media channels; and
  - (g)** agree, if selected and confirmed as the Grand Prize Winner or First or Second Runner-Up, to be solely responsible for any and all tax consequences (if any) as a result of accepting and receiving any of the Prizes.

**8. SPONSOR RIGHTS.** Sponsor reserves the right, in its sole discretion and without liability therefor:

(a) to make all decisions concerning eligibility and, from among eligible Contestants, all decisions concerning the selection of the Semi-Finalists, Finalists and a Grand Prize Winner and First and Second Runners-Up, which decisions shall be final and binding;

(b) to disqualify any Contestant, who it determines (i) is ineligible, (ii) has submitted inaccurate information to Sponsor, including information in the Contest Entry Form, (iii) has been responsible (whether alone or with others) for tampering with any aspect of this Contest, or (iv) has otherwise violated the Official Rules or applicable law; and/or

(c) to suspend, cancel or modify the Contest at any time if a virus, bug, or other technical problem corrupts or interferes with the administration, security or functionality of the Contest or of the Contest Site, or if the Contest cannot be held or completed as planned for any reason whatsoever.

**9. NO LIABILITY.** By participating in this Contest, YOU acknowledge, understand and agree that:

(a) neither Sponsor nor any of its successors and assigns, nor any of the officers, directors, shareholders, employees, agents, and other authorized representatives of any of the foregoing parties (collectively, the “**Released Parties**”, are responsible for, and shall not be liable for: (i) Contest Entry Forms or any other Contest documentation or communications, which are late, lost, delayed, damaged, misdirected, incomplete, illegible or unintelligible (as applicable); (ii) telephone, electronic, hardware or software program, network, Internet, or computer damage, malfunctions, failures, or difficulties of any kind; (iii) failed, incomplete, garbled, or delayed computer transmissions; (iv) any condition caused by events beyond their control, including without limitation technical malfunctions of telephone networks or lines, servers, networks, or computer systems, human error, defective computer equipment, or traffic congestion on the Internet, that may disrupt or corrupt access or communication to/from the Contest Site; (v) any injuries, losses, or damages of any kind whatsoever resulting from, or related in any manner to, participation in this Contest or the receipt, possession or use of any of the Prizes; or (vi) any printing or typographical errors in any materials associated with this Contest.

(b) the Released Parties have no obligation to advise YOU that YOU have submitted an incomplete or otherwise non-compliant Contest Entry Form.

(c) that the Prizes are being provided “as is” and without any express or implied warranties, including without limitation implied warranties of merchantability and fitness for a particular purpose.

(d) to release and hold harmless each of the Released Parties from any and all losses, damages, rights, claims and actions of any kind, resulting from, or related in any manner to, the Contest or your acceptance, possession, or use of any of the Prizes, including without limitation personal injury, death, property damage, and claims based on publicity rights, defamation, and invasion of privacy.

**10. CHOICE OF LAW AND JURISDICTION:** Except where prohibited by law and except if and to the extent that the federal laws of the United States apply, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of Contestants, including Grand Prize Winner and Runners-Up, and the Sponsor and any and all parties promoting this Contest, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California or any other jurisdiction), which might otherwise cause the laws of any jurisdiction other than the State of California to be applied to this Contest. Any action seeking legal or equitable relief arising out of or relating to the Contest or these Official Rules shall be brought only in the federal and state courts having jurisdiction in Orange County, California. By participating in this Contest, YOU hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-conveniens or lack of personal jurisdiction YOU might have.

**11. TAX INFORMATION.** All federal, state, local, and other taxes on the receipt and/or use of any of the Prizes hereunder (if any), and any other costs and expenses associated therewith, are the sole responsibility of the recipient thereof, who will be issued a 1099 tax form.

**12. WINNERS' LIST:** To receive the list of the Grand Prize Winner and Runners-Up, send a #10 self-addressed stamped envelope to Sponsor, postmarked, or to be received by Sponsor, no later than November 30, 2024, at the address indicated in Paragraph 13 below.

**13. CONTEST CONTACT INFORMATION:**

Sponsor: Entrepreneur Media, LLC

Attn: **Entrepreneur<sup>®</sup> of 2024**

1651 East 4 th Street, #125

Santa Ana, CA 92701

E-Mail Address: [contests@entrepreneur.com](mailto:contests@entrepreneur.com)