

Official Rules

1. Eligibility: The StartupNation 2006 "Elevator Pitch Contest 'Pitch Off'" Promotion is open only to people who are at least eighteen (18) years old at the time of entry. Employees of StartupNation, LLC, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. Subject to all applicable federal, state and local laws and regulations. Void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor decisions, which are final and binding in all matters related to the Promotion. Receiving a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: StartupNation LLC, 430 N. Old Woodward Ave., Birmingham, MI 48009.
Administrator: StartupNation LLC, 430 N. Old Woodward Ave., Birmingham, MI 48009.

3. Timing: The Promotion begins on August 12, 2006 at 7:00 p.m. Eastern Daylight Time ("EDT") and ends on September 8, 2006 at 12:00 p.m. EDT. Pitches from first round of six contestants pitches will air on StartupNation Radio initially on August 12, 2006 at 7:00 p.m. EDT and be posted on www.startupnation.com at 8:00 p.m. EDT. Community polling will take place from 8:00 p.m. EDT on August 12 through 9:00 a.m. EDT on August 21. Pitches of next round of three finalists will air initially on StartupNation Radio on August 26, 2006 at 7:00 p.m. EDT and be posted on www.startupnation.com at 8:00 p.m. EDT. Prize will be awarded on Friday, September 8, 2006 by 5:00 p.m. EDT. Administrator's computer is the official time keeping device for this Promotion. All rights reserved. The grand prize winner will be chosen by the StartupNation Team or administrator

4. Contestants and Community Participation: Six Elevator Pitch entrants have been chosen by Sponsor. Community online polling will determine three finalists to compete for Grand Prize. The StartupNation Team will award the one (1) Grand Prize. The criteria used for selecting the Grand Prize are at the discretion of the Administrator. The potential winner is not required to be online at www.startupnation.com at the time of award selection to be eligible. Administrator is responsible for the functionality of the Promotion. Any attempt by any participant to obtain more than the stated number of completed Promotions by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant's Promotions and that participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected Entries, which will be disqualified. In the event of a dispute as to any completed Entry, the authorized account holder of the email address used to register will be deemed to be the participant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential Promotion participants may be required to show proof of being the authorized account holder. Administrator, whose decisions as to the administration and operation of the Promotion and the selection of prize recipients are final and binding in all matters related to the Promotion.

5. ALL POTENTIAL PROMOTION PARTICIPANTS ARE SUBJECT TO VERIFICATION BY ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE PROMOTION SOFTWARE SHOULD SO INDICATE, UNLESS AND UNTIL PARTICIPANT'S ELIGIBILITY, HAS BEEN VERIFIED AND PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY ENTRY THAT OCCURS AFTER THE SYSTEM HAS CLOSED OR FAILED FOR ANY REASON IS DEEMED A DEFECTIVE ENTRY AND IS VOID AND WILL NOT BE HONORED.

6. Verification of Potential Winners: The potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential Promotion winner will be notified by email, telephone, or registered mail after the date of selection. If a Promotion Prize winner cannot be contacted in person via email or by mail within ten (10) days after the first attempt to contact him/her, he/she will be disqualified and an alternate entrant will be selected in his/her place in a random drawing from among all

eligible entries received. Winners agree to abide by all reservation and travel requirements of Southwest Airlines.

7. Prizes: One (1) GRAND PRIZE: One hour of one-on-one coaching from StartupNation. Odds of winning the prize is one in six.

For All Prizes: No cash equivalent and all prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion.

8. Release: By receipt of any Promotion prize, winner agrees to release and hold harmless StartupNation, LLC, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

9. Publicity: Except where prohibited, participation in the Promotion constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or any other Promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Promotion or receipt or use or misuse of any prize.

12. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

13. Entrant's Personal Information: Information collected from entrants is subject to the StartupNation Privacy Policy (<http://www.startupnation.com/pages/about/PrivacyPolicy.asp>)

14. Promotion Results: For Promotion results and/or a copy of these Official Rules, send a hand-printed, self-addressed, stamped envelope to "Elevator Pitch Contest Pitch Off", c/o StartupNation, LLC, 430 N Old Woodward, Birmingham, MI 48009. Requests for winner list must be received by September 23, 2006. VT residents may exclude return postage.

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