

# AMERICA'S RETAIL CHAMPIONS CONTEST

## OFFICIAL CONTEST RULES

America's Retail Champions Contest (the "**Contest**") begins at 12:01 AM Eastern Time ("**ET**") on April 1, 2024 and ends on July 26, 2024 at 12:00 PM ET (the "**Contest Period**"). No purchase or payment of any kind is necessary to enter or win. All applicable federal, state, local and municipal laws, rules, and regulations apply. **The Contest is void outside the fifty United States and the District of Columbia and where prohibited by law.**

**Entry into the Contest constitutes agreement with and acceptance of these Official Contest Rules and to Sponsor's decisions which are absolute and binding in all matters related to the Contest. Sponsor has sole authority and discretion to make decisions related to the Contest.**

**SPONSOR:** The Contest is sponsored by National Retail Federation® ("**NRF**") located at 1101 New York Avenue, N.W., Washington D.C. 20005 ("**Sponsor**").

### **ELIGIBILITY:**

Age and Residency. The Contest is open only to individuals who are legal U.S. residents residing in any one (1) of the fifty (50) United States and the District of Columbia, who are eighteen (18) years of age or older at the time of entry into the Contest, or in the case of Alabama, Delaware and Nebraska nineteen (19) years of age or older; or in the case of Mississippi twenty-one (21) years of age or older.

Other Requirements. The Contest is open only to individuals that during the Contest period own, operate, or are employed by a U.S. retail business that generated total revenue less than \$38 Million Dollars in calendar year 2022 and employed fewer than five hundred full-time employees. Entrants must have and demonstrate a desire to advocate for retail at the U.S. federal, state, or local levels. For purposes of the Contest, a retail business is:

An enterprise with a core business to sell consumer goods directly to the end consumer via storefront, catalog, television, and/or online channels. (Chain restaurants are included in this definition). The enterprise must own the merchandise it sells. Enterprises primarily engaged in the sale of goods or services to businesses (whether at wholesale or retail) are not retailers for purposes of the Contest.

An enterprise is not a retailer for purposes of the Contest if:

- It has not yet launched (i.e. started buying and selling goods and services), it does not have any stores, it does not have a website and there is no way to verify retailer status.
- It does not sell merchandise to consumers.
- It manufactures goods that can only be purchased through third-party distribution partners (excluding franchisees); there is no way for a consumer to purchase directly from the enterprise.
- It primarily sells business-to-business or wholesale.
- It runs a website, provides an ecommerce platform, and/or processes transactions on behalf of a retailer as a third-party.
- It aggregates and sells/auctions merchandise that is owned by other companies and/or provides a service by which retailers' products are promoted and sold through the website.
- Messaging on its parent company website primarily discusses things such as "solutions," "services," "apps," "partners," and/or "clients" and gives no indication of, or links to, any subsidiary retail companies.
- Its primary purpose is to produce, manage, promote, or distribute "apps" (mobile applications) to do things such as: (a) help consumers locate "deals" on merchandise owned by other enterprises; (b) locate retail companies in a geographic region; (c) generate coupons or discount codes for other enterprises; (d) allow consumers to bid on products not owned by the enterprise.

Ineligible. Employees, agents, officers and directors, as well as consultants and contractors of the National Retail Federation or NRF Foundation, the Contest judges, and each of their respective immediate family members (e.g. spouses, parents, siblings and children, regardless of where they live), and those living in the same household as such are not eligible to enter or to win.

### **TO ENTER:**

Entry. Individuals that meet the eligibility criteria listed in these Official Rules enter the Contest by the entrant or a nominator submitting a completed entry form. Each entry form must include the entrant's name, retail business name, address, email address, and telephone number. In addition, each entry form must include the following: (1) a written response completing the statement, "I recommend myself/this person as a Retail Champion because...and (2) a description of how the entrant is a great advocate for retail. A complete submission includes responses to both Items 1 and 2 listed above as well as all information requested on the entry form ("**Submission**"). Submission must be made after 12:01 am on April 1, 2024 and received by Sponsor no later than 12:00 PM ET on May 3, 2024 ("**Entry Period**") to be eligible to win. No late entries will be accepted.

Submissions with invalid, inaccurate, or unverifiable information will be disqualified. Submissions must be made online through the following link: [nrf.com/retailchampions](http://nrf.com/retailchampions). Only one Submission per entrant is permissible. Each entrant and each nominator is responsible for their own Submission. Nominated entrants must consent to entry in the Contest in order to be eligible to win. Sponsor is not responsible for any Submission entered including, but not limited to, all costs associated with entering the Contest. Proof of sending Submission will not

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be deemed to be proof of receipt by Sponsor. Incomplete, illegible, corrupted, or untimely Submissions will be void and will be disqualified. To be eligible to win, each Submission entered must comply with the following:

**SUBMISSION REQUIREMENTS:**

By participating in the Contest, each entrant and nominator hereby warrants and represents that any Submission he/she provides is:

- An original idea and work of the entrant or nominator. Modification of an original work is not an original idea.
- NOT copied or otherwise plagiarized from any source.
- DOES NOT contain material which is (or promote activities which are) in Sponsor's sole and absolute discretion, hateful, slanderous, libelous, tortious, sexually explicit, obscene, pornographic, inappropriate, violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (based on race, gender, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g., underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing; or contain material that is threatening to any person, place, business, group or world peace; or which contains words or symbols that are widely considered offensive to individuals of a certain race, gender, ethnicity, religion, sexual orientation or socioeconomic group; or contain images, words or text portraying nudity, acts of violence, or acts that are or appear to be unlawful or dangerous or in violation of, or contrary to the laws or regulations in any state where the Submission is created.
- DOES NOT advertise or promote any third party brand or product or contain personal identification such as an individual's street and email addresses, license plate numbers, etc. except in the case of the nomination of an entrant.

Sponsor reserves the right, in its sole and absolute discretion, at any time and for any reason to disqualify Submissions (and therefore the corresponding Entry and/or the associated entrant) that do not fulfill the above requirements as intended by Sponsor or that violate the terms and conditions as set forth in these Official Contest Rules. Sponsor may or may not use Submissions and information collected from entrants. If entrant does not agree with these terms, s/he should not enter a Submission, or if applicable, nominator should not enter a Submission or entrant should not permit the entry of a Submission.

**CONTACT:**

Entrant's retail business does not have to be a member of National Retail Federation or any state retail association in order for entrant to enter or to be nominated or to win. By entering the Contest, entrant (including nominee) and nominator understand and agree that National Retail Federation and/or state retail associations may contact the entrant to discuss member benefits.

**SELECTION OF WINNER:**

Odds. The odds of winning depend upon the number of eligible, qualified Submissions received. Sponsor reserves the right not to provide any or all awards if, in its sole discretion, Sponsor does not receive a sufficient number of eligible and qualified entries or if Sponsor so decides for any other or no reason. Sponsor's decisions regarding Submissions and regarding the Contest are final and binding.

After the end of the Entry Period, Sponsor's Contest judging panel will identify up to fifty (50) winners based on how articulately and persuasively each entrant and his/her Submission aligns with the mission and goals of National Retail Federation's advocacy agenda and efforts. From these winners, the five that receive the most votes from the Contest judging panel will receive special recognition. From among the five selected for special recognition, the Contest judging panel will vote for one to receive recognition onsite at the Retail Advocates Summit (the "Event") reception.

Notice. Sponsor will announce all of the selected winners on May 30, 2024. If the selected winner does not respond within five (5) business days after the first attempt to notify him/her that his/her Submission has been selected, that selected winner will be deemed to have forfeited the prize. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE SUBMISSION'S COMPLIANCE WITH THESE OFFICIAL CONTEST RULES HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED IN WRITING THAT VERIFICATION HAS BEEN COMPLETE.

Permission, Release, and Consent. BY ENTERING A SUBMISSION IN THE CONTEST, ENTRANT (INCLUDING NOMINEE) GIVES SPONSOR OWNERSHIP OF THE SUBMISSION AND ITS COMPONENTS (EXCLUDING ITS TRADEMARKS, TRADE NAMES AND SERVICE MARKS INCORPORATED INTO THE SUBMISSION), AND ALTERNATIVELY ASSIGNS IRREVOCABLY ALL RIGHT, TITLE AND INTEREST IN AND TO THE SUBMISSION AND ALL PORTIONS OF THE SUBMISSION TO SPONSOR. AS A RESULT, SPONSOR (AND ITS CONTRACTORS ON ITS BEHALF) MAY USE, DISPLAY, MAKE DERIVATIVE WORKS OF, REPRODUCE, TRANSMIT, EDIT, MODIFY, DISTRIBUTE, AND POST THE SUBMISSION IN ANY MEDIA NOW KNOWN OR HEREAFTER DEvised THROUGHOUT THE WORLD AND FOR ALL PURPOSES ESPECIALLY THOSE ASSOCIATED WITH THE RETAIL ADVOCATES SUMMIT. IN ADDITION, BY ENTERING A SUBMISSION TO THE CONTEST, ENTRANT EXPRESSLY GRANTS TO SPONSOR AND ITS CONTRACTORS A WORLDWIDE, ROYALTY-FREE IRREVOCABLE, PERPETUAL, NON-EXCLUSIVE LICENSE TO USE, REPRODUCE, PUBLISH, PORTRAY AND DISPLAY SERVICE MARKS, TRADEMARKS AND NAMES AS CONTAINED IN THE SUBMISSION. EXCEPT WHERE PROHIBITED BY LAW, THE SELECTED SUBMITTER MAY BE REQUIRED TO COMPLETE AND RETURN AN AFFIDAVIT OF ELIGIBILITY, AND ANY OTHER DOCUMENTS REASONABLY REQUIRED BY SPONSOR (THE "AFFIDAVIT/RELEASE") WITHIN FIVE (5) DAYS OF BEING NOTIFIED.

IF THE SUBMITTER FAILS TO SIGN AND RETURN THE AFFIDAVIT/RELEASE, TO COMPLY WITH ALL CONTEST RULES, OR TO COMPLETE ANY REASONABLE REQUIREMENTS OF THE SPONSOR, THE ENTRANT WILL BE DEEMED TO HAVE FORFEITED THE PRIZE IN ITS ENTIRETY AND AN ALTERNATIVE WINNER MAY BE SELECTED

ACCEPTANCE OF PRIZE CONSTITUTES PERMISSION FOR THE RELEASED PARTIES TO USE THE NAME AND LIKENESS OF WINNER(S) FOR PROMOTIONAL PURPOSES (INCLUDING ANY POSSIBLE PUBLIC RELATIONS OPPORTUNITIES) WITHOUT FURTHER COMPENSATION EXCEPT WHERE PROHIBITED BY LAW. BY PARTICIPATING IN THE CONTEST, ENTRANTS, NOMINATORS AND NOMINEES AGREE TO BE BOUND BY THESE OFFICIAL CONTEST RULES AND THE DECISIONS OF THE JUDGES, WHICH ARE FINAL AND BINDING IN ALL RESPECTS. ENTRANTS, NOMINATORS AND NOMINEES HEREBY REPRESENT AND WARRANT THAT THEY HAVE READ THESE OFFICIAL CONTEST RULES, ARE FULLY FAMILIAR WITH THEIR CONTENT AND AGREE TO THEIR TERMS.

Warranty. By entering a Submission in the Contest, entrant, and nominator, if applicable, each warrants and represents that s/he will comply with all of the Official Contest Rules; s/he has all authority to enter into the Contest; s/he has all right, title, and interest in and to the Submission and all portions of it; and s/he conveys ownership of the Submission to Sponsor.

**PRIZE:** Up to fifty (50) entries will be selected to win the following: (1) transportation to the 2024 Retail Advocates Summit from any location within the United States which will be in the form of either one coach-class roundtrip airfare not to exceed \$750.00, train fare not to exceed \$400.00, or mileage reimbursement for personal vehicle at the then-current IRS rate not to exceed \$400.00 although adjustments may be considered in the Sponsor's sole discretion based on a showing of need and actual expenses incurred; and (2) one complimentary business-class hotel room in Washington D.C. for the night of July 24, 2024 selected by Sponsor. If deemed necessary in Sponsor's sole discretion, Sponsor may extend the hotel room for one additional night if agreeable to the selected winner. Sponsor will make only one prize per selected winner. As indicated in the Selection of Winners section above, Sponsor will select up to five Submissions from among the winners to receive special recognition during the Retail Advocates Summit, and Sponsor will select one winner from among this group of five to be highlighted during the reception at the 2024 Retail Advocates Summit.

**PRIZE RESTRICTIONS:** Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of each prize is the sole responsibility of the prize recipients. Prizes cannot be substituted, assigned, or transferred. Sponsor reserves the right to make equivalent prize substitutions at its sole discretion. Sponsor will not replace any lost or stolen prizes. Only the number of prizes stated in these Official Contest Rules is available to be won in the Contest. Sponsor requires a completed W-9 form from each selected winner before Sponsor will present any prize under the Contest. If the selected winner does not provide the completed W-9 within 30 business days of notice, this will constitute forfeiture of prize by the selected winner. In the event that a selected winner who fulfills all of the requirements in these Official Contest Rules agrees to accept a prize and cancels after July 15, 2024, the selected winner agrees, by participating in the Contest, to reimburse Sponsor for all of Sponsor's actual, nonrefundable, prize-related expenses made on behalf of the selected winner upon Sponsor's request.

**GENERAL CONDITIONS:**

Waiver. Sponsor's failure to enforce any term of these Official Contest Rules shall not constitute a waiver of that term or any other provision.

Improper Conduct. Sponsor, in its sole discretion, may disqualify any individual it finds tampering or attempting to tamper with or to undermine the entry, the Submission, the selection process, the NRF.com web site, and/or the legitimate operation of the Contest. In addition, Sponsor, in its sole discretion, may disqualify any individual that violates the Official Contest Rules or acts in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. SPONSOR MAY SEEK DAMAGES FROM ANY INDIVIDUAL WHO ATTEMPTS TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST TO THE FULLEST EXTENT PERMITTED BY LAW.

Disclaimers. SPONSOR AND ITS AGENTS ARE NOT RESPONSIBLE FOR (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY ENTRANTS, PRINTING ERRORS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE CONTEST; (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 SUBMISSION PROCESS OR THE CONTEST; (4) TECHNICAL OR HUMAN ERRORS WHICH MAY OCCUR IN THE ADMINISTRATION OF THE CONTEST 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 ENTRANT'S PARTICIPATION IN THE CONTEST OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. SPONSOR IS NOT AND WILL NOT BE RESPONSIBLE FOR HUMAN, MECHANICAL, ELECTRONIC ERRORS, OR OTHERWISE LOST, LATE, INCOMPLETE, DAMAGED, STOLEN, OR MISDIRECTED SUBMISSIONS; INTERRUPTED OR UNAVAILABLE NETWORK, SERVER, OR OTHER CONNECTIONS; MISCOMMUNICATIONS; COMPUTER OR SOFTWARE MALFUNCTIONS; TELEPHONE TRANSMISSION PROBLEMS; TECHNICAL FAILURES; GARBLED TRANSMISSIONS; DAMAGE TO A USER'S COMPUTER EQUIPMENT (SOFTWARE OR HARDWARE); OR OTHER ERRORS OR MALFUNCTIONS OF ANY KIND.

IF FOR ANY REASON THE CONTEST IS NOT CAPABLE OF RUNNING AS PLANNED FOR REASONS INCLUDING, BUT NOT LIMITED TO, INFECTION BY COMPUTER VIRUSES OR BUGS, TAMPERING, UNAUTHORIZED INTERVENTION, FRAUD,  
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TECHNICAL FAILURES, OR ANY OTHER CAUSES BEYOND THE CONTROL OF SPONSOR WHICH CORRUPT OR AFFECT THE OPERATION, ADMINISTRATION, SECURITY, FAIRNESS, INTEGRITY, OR PROPER CONDUCT OF THE CONTEST, THEN SPONSOR MAY, IN ITS SOLE DISCRETION, VOID ANY SUSPECT SUBMISSIONS AND (A) MODIFY OR SUSPEND THE CONTEST TO ADDRESS THE IMPAIRMENT AND THEN RESUME THE CONTEST IN A MANNER THAT BEST CONFORMS TO THE SPIRIT OF THESE OFFICIAL CONTEST RULES; AND/OR (B) PRESENT PRIZES TO THE ELIGIBLE, NON-SUSPECT ENTRIES RECEIVED UP TO THE TIME OF THE IMPAIRMENT IN ACCORDANCE WITH THE WINNER SELECTION CRITERIA DESCRIBED IN THESE OFFICIAL CONTEST RULES.

**LIMITATIONS OF LIABILITY:** BY PARTICIPATING IN THE CONTEST, ENTRANT AND NOMINATOR, IF APPLICABLE, EACH AGREES THAT SPONSOR AND ITS AFFILIATES, SUBSIDIARIES, AGENTS, CONSULTANTS, CONTRACTORS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THE CONTEST (THE “**RELEASED PARTIES**”) WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE DEFENDED, HELD HARMLESS AND INDEMNIFIED BY ENTRANT, AND NOMINATOR IF APPLICABLE, FROM AND AGAINST ANY LIABILITY, LOSSES, COSTS, JUDGMENTS, EXPENSES AND DAMAGES INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS’ FEES OF ANY KIND INCLUDING PERSONAL INJURY OR DEATH OR PROPERTY DAMAGE RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM:

- (1) ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE,
- (2) THE SUBMISSION,
- (3) PARTICIPATION IN THE CONTEST, ANY CONTEST-RELATED ACTIVITY, OR THE RETAIL ADVOCATES SUMMIT;
- (4) TYPOGRAPHICAL ERROR OR OTHER ERROR IN THESE OFFICIAL CONTEST RULES OR THE ANNOUNCEMENT OR OFFERING OF ANY PRIZE; OR
- (5) ANY CLAIMS BY THIRD PARTIES RELATED TO THE SUBMISSION.

FURTHERMORE, BY ENTERING A SUBMISSION IN THE CONTEST, ENTRANT, AND NOMINATOR IF APPLICABLE, (EACH) AGREES THAT IF ANY USE BY SPONSOR OF THE SUBMISSION CAUSES ANY OF THE RELEASED PARTIES TO BE LIABLE TO ANY THIRD PARTY FOR ANY REASON, ENTRANT, AND NOMINATOR IF APPLICABLE, (EACH) AGREES TO HOLD HARMLESS, DEFEND AND INDEMNIFY ALL RELEASED PARTIES FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, JUDGMENTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES) INCURRED AS A RESULT OF SPONSOR’S USE OF THE SUBMISSION IN ACCORDANCE WITH THE TERMS OF THE OFFICIAL CONTEST RULES.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF CONTEST IS DELAYED, INTERRUPTED, STOPPED OR CANCELED OR IF ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, TERRORISM OR OTHER SIMILAR EVENTS BEYOND THE REASONABLE CONTROL OF THE RELEASED PARTIES.

BY PARTICIPATING IN THE CONTEST, ENTRANT(S), AND NOMINATOR IF APPLICABLE, (EACH) AGREE(S) THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE, EXCEPT AS PROHIBITED BY APPLICABLE LAW, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS OR TO PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE CONTEST REGARDLESS OF THE BASIS OF THE CLAIM AND WHETHER OR NOT THE PARTIES HAVE BEEN ADVISED OF THEIR POSSIBILITY.

BY ENTERING A SUBMISSION, ENTRANT AGREES THAT ALL OFFICIAL SUBMISSION AND NOMINATION DATA, COMMUNICATIONS OR SUBMISSIONS, CREATIVE SUGGESTIONS, IDEAS, NOTES, CONCEPTS OR OTHER MATERIALS THAT ENTRANT OR NOMINATOR MAY SUBMIT TO SPONSOR IN CONNECTION WITH THE CONTEST, INCLUDING ALL RIGHTS EMBODIED THEREIN, WITH THE EXCEPTION OF PERSONALLY IDENTIFIABLE INFORMATION SHALL BE DEEMED TO BE NON-CONFIDENTIAL AND NON-PROPRIETARY.

**APPLICABLE LAW; DISPUTES:** Except where prohibited by law, entrant, and nominee if applicable, (each) agrees that any and all disputes, claims and causes of action arising out of or connected with the Contest or any prize presented shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of Columbia or the appropriate local court located in Washington D.C. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Contest Rules, or the rights and obligations of the entrant, nominator (if applicable) and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the District of Columbia without giving effect to any choice of law or conflict of laws. The Contest is governed by the laws of the United States.

**OFFICIAL RULES & WINNER LIST:** This version of the Official Contest Rules replaces and supersedes all previous versions. The name of the winning entrants will be available after August 5, 2024 by emailing [cruzsm@nrf.com](mailto:cruzsm@nrf.com) or by viewing [nrf.com/retailadvocates](http://nrf.com/retailadvocates) following the Event.