

U. S. CHAMBER OF COMMERCE

INFRASTRUCTURE CONTEST

OFFICIAL RULES

NO PURCHASE, PAYMENT OR MEMBERSHIP IS NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW.

By entering or otherwise participating in this Infrastructure Contest (“Contest”) sponsored by U.S. Chamber of Commerce (“Sponsor”), you agree to be bound fully and unconditionally by these Official Rules (“Rules”) and to Sponsor’s decisions, which are final and binding in all matters related to the Contest.

1. Contest Overview

Sponsor has publically endorsed an increase in infrastructure investment of the country’s highways and mass transit, through an increase in the motor fuels excise tax, but Sponsor is also interested in considering alternatives for funding the potential shortfall for these critical infrastructure investments. Sponsor believes that for too many years these critical infrastructure improvements have been left undone because agreement on how to fund the necessary infrastructure improvements have gone unanswered. In order to cultivate ideas from a wide array of stakeholders — from individuals, students, academics and businesses throughout the country — Sponsor is conducting this Contest. Eligible Participants are invited to submit an original Entry Proposal demonstrating how to fund highway and mass transit programs, other than through raising the motor fuel tax, that is budget neutral.

2. Eligible Participants

To participate in the Contest, submit an Entry Proposal, and be eligible to win a prize, you must:

- (i)** be a legal resident of the United States;
- (ii)** if an individual, be at least eighteen (18) years of age or older and the age of majority in your state of residence at the time of entry;
- (iii)** not have engaged in any conduct of moral turpitude;
- (iv)** not be an employee of Sponsor or any affiliate of Sponsor, or have an immediate family or household member who is an employee of Sponsor or an affiliate of Sponsor, and/or within one year prior to the start date of the Contest, not be a contractor for Sponsor or an affiliate of Sponsor or have an immediate family or household member who is a contractor for Sponsor or an affiliate of Sponsor; and/or not be an employee of the federal government or have an immediate family or household member who is an employee of the federal government. "Household member" shall mean a person who shares the same residence at least three months a year, whether related or not.

The Contest is only open to Eligible Participants, as determined by Sponsor within its sole discretion.

3. Contest Period

The Contest starts at 12:00 a.m. Eastern Time on January 15, 2019 and ends at 11:59 p.m. Eastern Time on February 4, 2019.

Within twelve (12) weeks after the end of the Contest Period, Sponsor shall notify the two provisional winning entries – a winner and a runner-up. If those entrants comply with the requests of Sponsor to verify their eligibility, the Prizes will be awarded to the provisional entrants. If it is determined that one or both do not meet the Sponsor’s eligibility or other requirements, Sponsor shall choose the next winning entry or entries as the potential Winner and/or potential Runner-up, as needed.

4. Entry Process

You may enter the Contest by designing and submitting a proposal (other than simply increasing the existing motor vehicle fuels excise tax) and completing the submission form in its entirety and electronically submitting the proposal and form to the following website during the Contest Period: www.uschamber.com/infrastructure-challenge.

The proposal must meet the following requirements:

- a. Be your original work and contain no proprietary information of entrant or any information owned by any third party;
- b. Specifically identify how the proposal would address the estimated funding shortfall for the highway and mass transit trust funds as most recently estimated by the Congressional Budget Office and set forth in Attachment A;
- c. Identify with particularity in what monetary amount what taxes or fees would be created or increased, or what spending reduced in order to meet the estimated funding shortfall; and
- d. Explain in a clear way how the impact of the proposal will be budget neutral, meaning that there will not be an increase in the federal budget deficit over a ten-year period.

Entries that are copied, altered, mechanically reproduced or generated by any devices, macros, bots, and/or other programs and/or software and/or any automated means or mechanisms will not be accepted and will be void. Use of any automated system, software, techniques or practices to participate is prohibited and will result in disqualification and all such Entries, which will be deemed void.

Entries will not be acknowledged or returned.

Entries cannot, as determined by Sponsor within its sole and absolute discretion: (i) be offensive, obscene, or inappropriate; (ii) include any trademarks, service marks, logos, proprietary information or copyrighted materials not owned by the Eligible Participant or used without permission; or (iii) violate any applicable federal, state or local laws.

By entering the Contest, each entrant authorizes and provides to Sponsor a non-exclusive, irrevocable royalty-free license to publish each entrant's Entry Proposal, in whole or in part, in any manner now known or conceived of in the future, during the Contest Period and subsequently, without any further consent.

Sponsor is not responsible for lost, late, incomplete, damaged, stolen or misdirected entries; lost, interrupted, or unavailable network, server or other connections; miscommunications, computer or software malfunctions; transmission problems; technical failures; garbled transmissions; damage to user's software or transmission devices; or other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise. Proof of submission will not be deemed to be proof of receipt by Sponsor. Entries specifying an invalid, non-working or inactive telephone number or email address, or other invalid or non-functioning information will be disqualified and ineligible to win any prize. Once submitted, no entry can be returned or confirmed. Entrant is responsible for maintaining his or her entry information as up-to-date.

5. Judging Process

Each entry will be judged by a selection committee of judges consisting of the President and CEO, Executive Vice Present and Chief Policy Officer, and the Vice President for Transportation and Infrastructure, of Sponsor. As part of the judging process the selection committee of judges may in their discretion seek feedback on proposals through sharing the proposals with persons with specific expertise or sharing the proposals with Sponsor-related entities.

Each entry will be judged by the selection committee judges only using the following criteria, which criteria will each be given equal weight:

- a. The extent to which the proposal if enacted is shown validly in the proposal to promote the solvency of the highway and mass transit trust funds without increasing the federal deficit over a ten-year period;
- b. The practicality of implementing the proposal;
- c. The political viability of the proposal;
- d. The creativity and originality of the proposal; and
- e. Overall feedback on the Entry Proposal through review by others at Sponsor-related entities or experts in particular fields, in the discretion of the selection committee of judges.

Based on these criteria, the selection committee of judges will choose a Winner and a Runner-up from among all eligible entries.

Before being awarded any prize, each potential prize winner will be obligated to complete within seven (7) days of notification an affidavit of eligibility (“Affidavit”), including a statement of his or her compliance with the eligibility and other requirements of these Rules, agreement that the entrant has read the Rules and agrees to be bound by these Rules, and an agreement to allow Sponsor and its affiliated entities, to use the name of the Winner and Runner-up, and other identifying information and the winning Entry Proposals to the extent allowable by law, and to use the entrant’s name and state for identifying the Winner and Runner-up. If any entrant chosen as a potential Winner or Runner-up does not meet these requirements, Sponsor will select an alternative potential Winner or Runner-up from the remaining eligible entries, as needed.

The prizes are not transferable or assignable.

6. Prizes

Sponsor shall award the entrant of the Entry Proposal the selection committee of judges determine is the Winner the amount of fifteen thousand dollars (\$15,000). Sponsor shall award the entrant of the Entry Proposal the selection committee judges determine is the Runner-up the amount of ten thousand dollars (\$10,000).

All federal, state and local taxes on the prizes awarded are the sole responsibility of the Winner and Runner-up, respectively. Winner and Runner-up will be required to provide any information or take any other action requested by Sponsor that is required by the IRS and any applicable state or local tax authority before being eligible to receive the prize award. No transfer, refund, substitution, or replacement of any prize award is permitted.

Total prize value of all prizes to be awarded under this Contest is twenty-five thousand dollars (\$25,000).

7. Winner Selection and Prize Award Process

The potential winners will be contacted by email by Sponsor, and asked to confirm eligibility, acceptance to be bound by these Contest Rules, as well as to confirm their full legal name and a current mailing address. Notification will be deemed to have occurred upon the email message being sent notifying of the provisional winner or runner-up selection.

Potential Winner and Runner-up will have seven (7) days from the date of first notification to provide the required information. Failure to provide the required information, or a determination of ineligibility, will result in that potential winner being removed as a potential prize winner and a replacement potential prize winner will be selected, as needed.

The decision of Sponsor as to the selection and eligibility of potential winners will be at the Sponsor’s sole discretion and is final and binding.

The names and state of residence of the Winner and Runner-up of the Contest will be posted by Sponsor to the following publicly available website www.uschamber.com/Infrastructure-Competition for a period of at least thirty (30) days from the date the Winner and Runner-up are confirmed. Each entrant understands and agrees that the Sponsor may publicize their name and state of residence in this manner.

8. Odds of Winning

The odds of winning will vary depending on the number of total eligible entries received.

9. Publicity, Waivers, Disclaimers, and Releases

Subject to applicable law, Contest Winner and Contest Runner-up irrevocably grant the Sponsor, and its affiliates, the right and permission to use their name, address, and general information about them for the Contest and to promote the Entry Proposals in all forms of media and by all manners (now or hereafter known), worldwide, in perpetuity, and without any obligation to provide notice or consideration beyond the awarding of the prize to the winner.

Entrants agree that the Sponsor and its affiliates have neither made nor will be in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, in connection with the Contest and/or with respect to any prize. By participating in this Contest, each entrant agrees to release, discharge, indemnify, and hold harmless Sponsor, and each of its affiliates, from and against any and all claims, liability, costs (including attorneys' fees), losses, damages, fines, or injuries (up to and including bodily injury and death) of any kind arising out of or related to: i) the entrant's participation in the Contest; ii) any acceptance, possession, misuse, or use of any prize; iii) any alleged violation of the rights of publicity or privacy, claims of defamation or portrayal in a false light; iv) any error or limitation, whether intentional or unintentional, that causes the entrant to be unable to fully participate in the Contest; and v) any typographical, technical, electronic, human, or other error in the printing, offering, selection, operation, transcription of registration or entries, or announcement of any Contest related activity and/or prize.

The headings in these Rules are inserted for convenience and identification only, and are not intended to describe, interpret, define or limit the scope or intent of this agreement or any Rules governing the Contest. Each entrant waives any right it may have to claim ambiguity of these Rules or any advantage or effect on interpretation that may arise from any such claim.

10. Disqualifications

If the Sponsor, at its sole discretion, determines that an entrant has or intends to take any action or inaction that is designed to or has the effect of allowing the entrant to cheat, obtain an unfair advantage, to circumvent the Rules, or otherwise interfere in the administration, security, fairness, integrity, or proper conduct of the Contest ("Cheating"), the Sponsor may disqualify the entrant from the Contest. Any winner or potential winner determined by Sponsor, at its sole discretion, to have been engaged in or attempted Cheating will be disqualified and will forfeit

any right to a prize or be obligated to refund the prize to Sponsor if already awarded. Further, any entrant found by Sponsor, at its sole discretion, to be using this Contest or any part or function of it to engage in or further any criminal enterprise or undertaking, to cause moral or reputational harm to the Sponsor, or to annoy, abuse, threaten, or harass any other person may be disqualified from the Contest.

11. Privacy and Protection of Personal Information

Each entrant understands and agrees that Sponsor may store certain personal information, including but not limited to their full legal name, address, and if required to be provided to Sponsor by a potential prize winner, a social security number, along with general information about any prize winner for the purpose of administering and/or managing this Contest as well as complying with applicable laws, regulations, and rules. This use is in addition to any other uses as specified in these Rules and any applicable agreement, terms of use, or privacy policy of Sponsor. Entrants understand that such personal information may be transferred for processing or storage to a jurisdiction outside of the state or district in which it was collected. Entrants have the right to request their personal information not be used for the purpose of administering and/or managing the Contest and understand that such a request will cause them to be automatically disqualified from this Contest. To engage in this, or any other right, entrants should contact the Sponsor in writing at the address described at the end of these Rules or as otherwise specified by Sponsor.

12. Governing Law and Limitation of Liability

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Rules or the rights and obligations of entrants, potential winners, winners, or Sponsors will 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 law rules or provisions that would cause the application of any other laws.

ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW:

1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION OR AWARD; 2) ANY AND ALL CLAIMS, JUDGMENTS, SETTLEMENTS, AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED \$1000 USD, BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; 3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHT TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGE, OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES, IF ANY, OR ANY RIGHT TO HAVE ANY DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND 4) ENTRANT'S REMEDIES WILL BE LIMITED

SOLELY TO A CLAIM FOR MONEY DAMAGES, IF ANY, AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF WHERE SUCH EXCLUSIONS ARE NOT PERMITTED BY LAW, THEY DO NOT APPLY.

13. Dispute Resolution

The parties each agree to finally settle all disputes only through arbitration. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award are final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Contest shall be resolved solely by binding arbitration before a single arbitrator who will be mutually agreed upon. If an in-person hearing is required, then it will take place in the District of Columbia. The federal or state law that applies to these Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate does not apply and the dispute must be brought in a court of competent jurisdiction in the District of Columbia. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing).

14. Sponsor Information

This Contest is sponsored by U.S. Chamber of Commerce, (Attn: Infrastructure Competition), 1615 H Street NW, Washington, DC 20062.