

OFFICIAL RULES
Mercedes-Benz “The Van Built for Business” Contest

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ENTRY IS OPEN TO LEGAL RESIDENTS OF THE 48 ADJOINING UNITED STATES OR THE DISTRICT OF COLUMBIA, WHO ARE AT LEAST 18 YEARS OF AGE OR LEGAL AGE OF MAJORITY IN THEIR STATE OF RESIDENCE ON DATE OF ENTRY, WHO OWN AND OPERATE AN INDEPENDENT (NON-FRANCHISED) BUSINESS SATISFYING THE ELIGIBILITY REQUIREMENTS AS STATED BELOW.

1. Contest Dates: The Mercedes-Benz “The Van Built for Business” Contest (“Contest”) begins April 22, 2019 at 12:00:00 AM Eastern Time (“ET”), and ends October 12, 2019 at 8:00:00 PM ET (“Contest Period”). During the Contest Period there are a series of events which start and end on or about the dates and times noted below:

EVENTS	Events START at 12:00:00 AM EST	Events END at 11:59:59 PM EST
ENTRY SUBMISSION PERIOD	4/22/19	7/30/19
JUDGING	8/6/19	8/15/19
POTENTIAL FINALISTS NOTIFICATION & CLEARANCE	8/15/19	8/29/19
FINALISTS ANNOUNCED	9/16/19	
FINALIST Q&A PRODUCTION	8/29/19	9/13/19
PUBLIC VOTING ON INC.COM	9/16/19	10/12/19 (at 1:00pm PST)
PUBLIC VOTING ONSITE AT INC. 5000	10/10/19	10/12/19 (at 1:00pm PST)
WINNER ANNOUNCED	10/12/19 (at 8:00pm PST)	

All dates are Eastern Time unless noted otherwise.

2. Contest Entities: Sponsor: Mercedes-Benz USA, LLC, One Mercedes-Benz Drive, Atlanta, GA 30328 ("Sponsor"). Administrator: Marden-Kane, Inc., 575 Underhill Blvd., Suite 222, Syosset, New York 11791 ("Administrator"). Sponsor and Administrator are collectively referred to as the "Contest Entities".

3. Eligibility: Contest is open only to persons who, as of date of entry, are legal residents of one of the forty-eight (48) adjoining United States or the District of Columbia and are at least eighteen (18) years or older (or the age of majority in their state of residence if greater than eighteen (18), whichever age is older) and own an independent, non-franchised, business registered to conduct business in at least one (1) of the forty-eight (48) adjoining United States or the District of Columbia. The eligible entrant’s primary business location must maintain the

eligible location status, throughout the duration of the Contest Period. This Contest is void where prohibited by law.

Each qualifying business entity must designate a person who will serve as the qualifying business entity's sole representative for communications and all other purposes in connection with the contest (the "Entrant"). Such company representative must have the ability to bind the entrant to all agreements, consents, representations and warranties made herein or otherwise made by the company representative in connection with the contest. Any person submitting an entry on behalf of a qualifying business entity must have authorization of the entity to submit the entry. Such authorization must include the qualifying business entity's agreement to be bound by all of the terms and conditions of these official rules. Note; if business is owned by more than one (1) person, all owners (entrant, and if applicable, other owners of business whether equal partners or partial ownership) agree to allow the entrant to represent the business and acknowledge any and all prizes will be redeemed in the name of the business, not the entrant. All owner's (entrant, and if applicable, other owners of business whether equal partners or partial ownership) will be required to sign and agree to an affidavit of eligibility prior to being confirmed as a winner of any prize.

U.S. Law Governs this contest. All federal, state, and local laws and regulations apply to this contest. By entering this Contest, you agree to be bound by these Official Rules (posted online at <https://www.inc.com/mbvans/contest>) and to waive any right to claim any ambiguity or error in these Official Rules or the Contest itself. You also agree to be bound by all decisions of the Sponsors or their designees, whose decisions are final and binding. By entering the Contest, you agree to release the Contest Entities from all responsibility or liability for damages, losses or injuries of any kind resulting from participation in the Contest or any prize-related activities, if any, or any awarding, possession, use and/or misuse of prize(s), if any, awarded herein.

If selected as a potential Prize Winner (as specified in Section 8 below), Entrants will be required to provide proof of business ownership in a form deemed acceptable by the Contest Entities. In addition to the Entrant and Location eligibility criteria listed above, to be eligible for a prize, the potential Prize Winner must satisfy the definition both of "Eligible Owner" and "Eligible Business" as listed below:

- **"Eligible Owner"** is defined as a person who: (i) owns and is the primary decision maker for, and has actively been engaged in the day-to-day operation of the business identified in his/her entry form (the "**Entrant's Business**") during its existence up to and including at least July 30, 2019, and thereafter until; October 12, 2019 (ii) as of October 12, 2019, continuously owns at least 51% of that business.
- **"Eligible Business"** is defined as (i) a business registered to conduct business in one of the forty-eight (48) adjoining United States or the District of Columbia; (ii) being independently owned and operated, sole-proprietary, non-franchised, and not part of any other established parent or partner business(es); (iii) being founded and engaged in active daily operation no later than July 30, 2019; (iv) employing 50 or fewer employees (including full-time and part-time employees) as of July 30, 2019 and (iv) has maintained operations up to and including at least July 30, 2019, and thereafter until; October 12, 2019.

“Entrant(s)”, as that term is used herein, shall mean any Eligible Owner who meets the eligibility requirements (as defined in Section 3) and who submits an Entry (as defined in Section 4) into the Contest in accordance with these Official Rules.

Persons who as of the date of entry (and, if a winner, as of the date of prize fulfillment) are employees of Sponsor or any of Sponsor’s parent companies, subsidiaries, affiliates or advertising or promotion agencies, and members of the immediate family or household (whether or not related) of any such employee, are not eligible. For purposes of this Contest, "immediate family members" means parents, spouses, children, siblings, in-laws, grandmothers, or grandfathers.

4. How to Enter: To enter the Contest, go to <https://www.inc.com/mbvans/contest> (the “Contest Website”) during the Entry Submission Period and:

1) Complete an official entry quiz (inclusive of six (6) multiple choice questions and three (3) independent response questions). Entrant must provide a response to all questions to for entry to be considered eligible. Any entry submitted incomplete will be automatically disqualified.

2) Optional: include one (1) photo, and/or a video (maximum 60 sec.) to support your essay Note; entrant will earn 10 points towards overall score for submitting a photo or video (see section 5 below).

Entries must be spoken/written in English language only. Limit of one (1) Entry per Eligible Entrant Name/Email address.

"Entry ", as that term is used herein, shall mean an entry submitted in accordance with these Official Rules and includes the Contest entry form and all related information, Essay, Video and Photo and information provided by Entrants to Sponsor and/or Administrator in connection with this Contest.

Entries may only be submitted online or socially at the Contest Website. At the time of entry, Entrants will have the opportunity to opt-in to receive further communications from the Sponsor. Entrants are not required to opt-in and opting in will not increase your chances of winning. If an Entrant chooses to opt-in, the Entrant thereby grants the Sponsor permission to send him/her future communications regarding services, incentives, offers, promotions, or other messaging related to the Sponsor’s services. Any information collected from the Contest shall be used only in a manner consistent with the consent given by the Entrant at the time of entry, with these Official Rules, and with the Sponsor’s Privacy Policy found at <http://www.mbvans.com/sprinter/policies-and-endnotes>.

An Entry may only be submitted by a single individual. Group entries will not be accepted (e.g., although different individuals might have taken part in the creation of an Entry, only one individual may be considered to have created and submitted the Entry). By entering the Contest, each Entrant represents and warrants that he or she has obtained all of the rights, licenses, and permissions necessary to submit and use the entry and all related information in accordance with these official rules from each person who is named, appears, referenced or described in or helped to create the Entry.

By entering, each Entrant represents and warrants that his or her Entry, and all elements thereof satisfy all requirements of these Official Rules, and without limitation, represents and warrants that the Entry in this Contest:

- (i) is the original work of the Entrant;
- (ii) has not previously been published or won an award or prize of any kind;
- (iii) does not infringe or violate the rights of any third party, including but not limited to, copyrights, trademarks, patents, trade secrets, logos, contract and licensing rights, rights of publicity or privacy, moral rights, image rights, or any other intellectual property rights;
- (iv) is not subject to any third party agreements, and that the Contest Entities will not be required to pay or incur any sums to any person or entity as a result of their use, exhibition, or exploitation of the idea, Entry, or elements therein;
- (v) does not contain any content that is likely to be considered offensive by the Contest Entities or could adversely affect the name, reputation, or goodwill of the Contest Entities;
- (vi) does not feature, refer to, or mention any competing brands of the Contest Entities;
- (vii) does not contain obscene, offensive, lewd, inappropriate, or violent suggestions that are not keeping with Sponsor's image.

By entering this Contest, winners agree to grant the Sponsor, its parents, subsidiaries, and affiliates and their agents and designees, the exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to exercise the copyright, publicity, database rights and any other rights Entrant has in the Entry, and also the right and permission to edit, modify, cut, rearrange, add to, delete from, copy, reproduce, translate, dub, adapt, publish, exploit, and use the content of and elements embodied in the Entry, in any media now known or hereafter devised (including without limitation, the Internet), for advertising and promotional purposes without additional compensation, except where prohibited by law. Each Entrant hereby represents and warrants that he/she is the original author/creator of his/her Entry and the Entry will not infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy. Sponsor's use of information submitted to Sponsor in connection with this Contest will be subject to the terms and conditions of these Official Rules. Entries must be received by 11:59:59 PM ET on July 30, 2019 in order to be eligible. The Sponsor's decisions are final on all matters relating to this Contest. If Sponsor and/or Administrator determine in their sole discretion that an Entrant has breached any representation or warranty or any other requirement described in these Official Rules, the entry will be disqualified.

5. Judging to Determine Four (4) Finalists: At the conclusion of the Submission Period, all eligible Entries received at the Contest Website will be judged by a panel of judges assembled by the Administrator ("Panel"). The Panel will score (the "Panel Score") each eligible Entry based on the following judging criteria ("Judging Criteria"):

- **Original and well-articulated, creative essays** – does it answer the call to actions:
 - Response to: “How will the all-new Sprinter take your business to the next level and what will this do for your business?": **(maximum 25 points)**
 - Response to: “The all-new Sprinter is ground-breaking and game-changing; a pioneer of the Van world. What makes you a pioneer in your line of work?": **(maximum 25 points)**

- Response to: “Tell us how the all-new Sprinter will be an upgrade from your current work vehicle”: **(maximum 25 points)**
- **Creativity/uniqueness** – overall do your responses bring your business’ story to life? **(maximum 25 points)**
- **Bonus - Photo or Video Submission** - entrant submitted a photo or video to support their essay and highlight their business vehicle **(10 points)**

Based on the Panel Scores, the four (4) highest scoring Entrants will be deemed Finalists, subject to verification of eligibility and compliance with these Official Rules.

In the event of a tie, all tied entries will be re-scored by an additional judge selected by Sponsor, who, using the Judging Criteria published in these Official Rules, will break the tie. The judges’ decisions are final and binding in all matters relating to this Contest. All entries are subject for verification of eligibility and compliance with these Official Rules. Sponsor reserves the right to select fewer than four (4) Potential Finalists if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries.

6. Notification of Finalists: The Finalists will be notified by mail, phone, or e-mail on or about August 15, 2019 and will be required to sign and properly execute the following documents and return them via e-mail or fax (and subsequently by mail per instructions to be provided) to Administrator (Marden-Kane, Inc.) by 3PM ET August 25, 2019: (1) Affidavit of Eligibility and Publicity Release; (2) W9 Tax Form and (3) a Background Check Release Form. As stated above, if company has multiple owners (full or partial), all owners will be required to sign/complete required documentation as communicated in the email notification. Note; the “Affidavit of Eligibility and Publicity Release”(where lawful) contains consent to use Finalists full name(s), likeness, city of residence, background, stories, and photographs for promotional purposes and without additional compensation. The refusal of such consent will prevent Finalists from receiving a prize if determined to be the Grand Prize Winner. If any documents sent by any means to the Finalists are returned as undeliverable or if a Finalist fails to properly execute and return all documents described herein in the time noted, or if a Finalist is found not to be eligible or not in compliance with these Official Rules, the Finalist will be disqualified and, at the sole discretion of the Sponsor, the next highest scoring Entry will move up and be notified, time permitting. The four (4) Finalists are considered “Potential” pending submission of required documents and verification of eligibility and compliance with these Official Rules. Except where prohibited by law, all Entrant’s selected as potential Finalists, agree to have their name, name of business, business city, and state posted online.

Designation as a Finalist is subject to Entrant’s proof of compliance with these Official Rules, maintaining compliance with these Official Rules, and approval by Sponsor. Entrants acknowledge that other Entrants may have created ideas and concepts contained in their Entry that may have familiarities or similarities to their Entry, and that they will not be entitled to any compensation or right to negotiate with or receive any compensation from the Contest Entities because of these familiarities or similarities. The Panel’s and Sponsor’s decisions are final and binding in all matters relating to this Contest, including interpretation and application of these Official Rules.

8. Finalist Q&A Production: To compete in the Public Vote phase of the Contest, all finalists will be interviewed for a Q&A. Inc. will use the provided responses to create a finalist profile (“the content”) which will be posted online at XXX. The finalist does not get final approval on the content before posting. In addition, the finalist will need to submit a business photo to accompany the text. The specs are high res JPEG of at least 2MB in size.

- Timing: INC. and Finalist will agree on a mutual date to be interviewed within the designated time period determined by Sponsor. If Finalist is unavailable or unwilling to participate within the designated time period they will forfeit their position as a Finalist in the Contest.

INC. AND MERCEDES-BENZ WILL MAKE ALL FINAL CREATIVE DECISIONS REGARDING THE CONTENT PRODUCED.

Once submitted, all materials and information become the property of the Sponsor and will not be returned. By submitting a video, you irrevocably grant to Sponsor, its affiliates, agents and licensees, the royalty-free right and permission to unconditionally and perpetually reproduce, copy, store, transmit, publish, display, adapt and/or otherwise use or reuse your video submission, name, picture, voice, statements, background and biographical material, photographs, pictures, stories, testimonials or other likeness, prize information, any information contained in your video, as well as any other information or materials arising out of your participation in the Contest for advertising, promotional, commercial, publicity and/or any other purposes (without limitation), in any and all media now or hereafter known, in any language, throughout the world, in perpetuity and in any manner without further review, notice, approval, consideration or compensation of Entrant. Unless prohibited by law, you waive any rights of privacy, rights of publicity, intellectual property rights, and other rights that may preclude Sponsor from using or disclosing all or any part of your Entry in any manner and for any purpose. By submitting a video, you further release Sponsor from any future claims arising out of any use or disclosure of your Entry consistent with these Official Rules. All accepted videos will be screened and may be published on the Internet or in other media at the sole discretion of the Sponsor. Without limitation to the foregoing, Sponsor may post any and all video submissions on the Contest Website following the Contest Period. The use or publication of an Entrant’s name or information in connection with the Contest does not signify that the Entrant is a Contest Winner. By submitting a video, you acknowledge and agree that you will not now or in the future be paid or compensated in any way for your Entry or for granting the Sponsor any of the rights set out in these Official Rules, whether you are chosen as a Winner or not. You further agree that Sponsor is not obligated to make use of any of the rights granted in these Official Rules or to use any of video submissions in any way.

All Four (4) Finalists will receive entry and a trip to attend the INC5000 Conference. Trip to consist of; one (1) ticket to INC. 5000 in Scottsdale, Arizona from October 10, 2019 to October 12, 2019; one (1) roundtrip coach ticket from airport closest to Finalist home to Scottsdale; and three (3) nights at the JW Marriott San Antonio. All other expenses not listed are the responsibility of the Finalist. If any Finalist resides within a 100 mile radius of Scottsdale, Arizona ground transportation may be provided in lieu of airfare.

7. Public Voting: The four (4) Finalist Q&As will be presented for public voting online at INC.com (September 16 – October 12, 2019) and at the INC 5000 Conference (October 10 – 12, 2019). **Maximum one vote per day, online or at the Conference.** Votes will be tallied by Sponsor on

October 12th and the Finalist with the greatest number of votes will be determined the Grand Prize Winner. In the event of a tie, the Sponsor will determine the Grand Prize Winner. Grand Prize Winner will be announced at event. Sponsors decision is final and binding.

8. Prize:

Grand Prize: One (1) Grand Prize Winner will receive the following prize in the name of the business:

- A Mercedes-Benz Sprinter Cargo Van - MSRP of \$42,570.00, plus a Destination and Delivery fee of \$1,195.00. Winner will work with Sponsor to select color and features of vehicle within the ARV amount.
- Average retail value of Grand Prize: \$42,570.00
 - Grand Prize winner will also receive \$5,000 cash (in the form of a check - suggested use to upfit the van)

Runners Up: Three (3) Runners Up will each receive the following prize in the name of their business: \$5,000 cash (in the form of a check).

Grand Prize Winners business is responsible for registration, license, title and insurance fees and any other expenses not listed related to acceptance and use of prize and must provide a valid driver's license and evidence of insurance prior to delivery. Winners business is responsible for all costs and fees associated with delivery (including but not limited to airfare, gas, temporary registration, insurance, etc...) Failure to take delivery within 30 days of availability could cause prize to be forfeited and awarded to an alternate. Winners business must accept prize as is. If prize is forfeited, Sponsor will have no further obligation to the Grand Prize Winner and the Finalist with the next greatest number of votes will move up and be notified, time permitting.

All details of Prizes not specified herein shall be determined solely by Sponsor. Prizes are non-transferable; no substitutions or cash equivalents allowed, except at the discretion of the Sponsor in which case a prize of equal or greater value will be awarded. Prize Winners business is responsible for the payment of taxes on the prize and for any other costs and expenses associated with the acceptance and use of the prize. All costs and expenses relating to acceptance and use of prize, which are not explicitly listed herein as being awarded, are responsibility of Prize Winners business. All details of any prize not specified herein shall be determined solely by Sponsor.

Any difference between the estimated and actual value of any Prize will not be awarded.

8. Limitation of Liability: By participating in the Contest, Entrants agree to abide by the terms of these Official Rules and the decisions of the Contest Entities and release, indemnify, and hold harmless the Contest Entities and each of their parents, affiliates, subsidiaries and their respective agents, representatives, officers, directors, shareholders, and employees (collectively, "Releasees") from and against any injuries, losses, damages, claims, actions, disruption of business, or any liability of any kind resulting from or arising from participation in the Contest or acceptance of the prize that may be awarded.

THE RELEASEES WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT

NOT LIMITED TO ANY LOST REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT ARISING FROM THE ACCEPTANCE OF THE PRIZE.

Entrants agree that this Contest is governed, interpreted, and enforced by the laws of the State of Georgia, without regard to its conflict of laws principles. Any and all legal actions, claims or proceedings arising out of, or in connection with this Contest must be brought in a court of competent jurisdiction in the State of Georgia. The Contest Entrant and all persons making claim through or on account of the Contest Entrant, hereby agrees to and irrevocably consents to the venue of the applicable state or federal courts sitting in Georgia and submits to the jurisdiction of said courts.

Releasees are not responsible for printing or typographical errors in any Contest-related materials; or for transactions that are lost, misdirected, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly, or are lost for any reason including computer, telephone, paper transfer, mail system, human or other error; or for electronic, computer, or telephonic malfunction or error, access any website associated with this Contest, or process any transaction thereon. Sponsor reserves the right, in its sole discretion to disqualify any Entry and to modify, terminate, or suspend this Contest should virus, bugs, non-authorized human intervention, action of Entrants, or other causes corrupt or impair the administration, security, fairness, or proper play of the Contest and, if the Contest is modified, terminated, or suspended, select winners from those eligible, non-suspect entries received prior to the event requiring such modification, termination, or suspension. Should the Contest be terminated or modified prior to the stated expiration date, notice will be posted on the Contest Website. Any attempt by an Entrant or any other individual to deliberately damage any website or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Any attempts by an individual to access any website associated with this Contest via a bot script or other brute force attack or any other unauthorized means will result in the IP address becoming ineligible. Use of automated entry devices or programs is prohibited.

9. Binding Arbitration: The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules and/or this Contest. Any controversy or claim arising out of or relating to these Official Rules and/or this Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of Georgia, in the City of Atlanta, and judgment on the arbitration award may be entered into any court having jurisdiction thereof.

10. Acknowledgment by Entrants: EACH ENTRANT ACCEPTS THE CONDITIONS STATED IN THESE OFFICIAL RULES, AGREES TO BE BOUND BY THE DECISIONS OF THE SPONSOR AND PUBLIC VOTING, WARRANTS THAT HE/SHE IS ELIGIBLE TO PARTICIPATE IN THIS CONTEST, AND AGREES TO RELEASE, INDEMNIFY, AND HOLD HARMLESS CONTEST ENTITIES AND EACH OF THEIR PARENT COMPANIES, DIVISIONS, SUBSIDIARIES, AFFILIATES, ADVERTISING, PROMOTION, AND PUBLIC RELATIONS AGENCIES, AND THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENCIES OF EACH FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITY, AND DAMAGES OF ANY KIND, (INCLUDING REASONABLE

ATTORNEYS' FEES AND EXPENSES) ASSERTED AGAINST ANY OF THEM, INCURRED, SUSTAINED, OR ARISING IN CONNECTION WITH THE USE, ACCEPTANCE, OR MISUSE OF ANY PRIZE OR WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELLING TO OR FROM ANY CONTEST-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY, OR FROM THE RESPECTIVE ENTRANTS' BREACH OR ALLEGED BREACH OF ANY AGREEMENT OR WARRANTY ASSOCIATED WITH THE CONTEST, INCLUDING THESE OFFICIAL RULES. ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, THE CONTEST ENTITIES AND EACH OF THEIR LICENSEES RESERVE THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

11. Winners List: For the name of the Prize Winner available after October 12, 2019, send an email with subject line: Mercedes-Benz "The Van Built for Business" Contest to: winnerslist@mardenkane.com. Requests received after November 15, 2019 will not be fulfilled.

12. Sponsor: Mercedes-Benz USA, LLC, One Mercedes-Benz Drive, Atlanta, GA 30328

13. Administrator: Marden-Kane, Inc., 575 Underhill Blvd., Suite 222, Syosset, New York 11791.

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