

## **OFFICIAL CONTEST RULES**

### **Cincy Typing Challenge**

These are the official rules that will govern how the Cincy Typing Challenge (the “Contest”) will operate. TREWGrip LLC, an Ohio limited liability company (“Sponsor”), is the sponsor of this Contest. The Sponsor’s address is 6824 Ashfield Drive, Cincinnati, Ohio 45242.

**1. The Contest.** The Contest is a skill-based typing contest, in which eligible participants (“Participants”) will compete by texting, typing or keyboarding (depending upon the contest), predefined sentences provided by the Sponsor to the Participants. The Participants will use their own cell phones in the texting challenge, a typewriter for the typing challenge and a standard computer keyboard for the keyboarding challenge. Typewriters and keyboards will be provided by the Sponsor in the Qualification Round of the Contest. As detailed below, finalists in the Qualification Round of the typewriter and keyboarding challenges will be provided with the temporary use of a TREWGrip device, which will be made available by the Sponsor. Finalists will have the opportunity to practice using the TREWGrip device and will be invited back to participate in the Final Round of the Contest, as further outlined below. TREWGrip is a revolutionary new “reartype” text input device that uses normal keyboard keys for typing, but on the backside of the device. The standard QWERTY key layout is split and rotated so the hands gripping a TREWGrip device can also do multi-finger text entry. By maintaining the QWERTY key layout, typists can quickly transfer competencies from a conventional keyboard to TREWGrip without having to learn an entirely new skill. The TREWGrip device also provides visual cues on the front-side, which allows users with varying levels of typing expertise to easily locate the keys on the back.

Participants will be judged on speed and accuracy by calculating the net words per minute (“Net WPM”) typed. The Net WPM will be calculated by taking the total number of words (a word is defined as 5 characters) typed, and multiplying it by the Percent Accuracy. Percent Accuracy is calculated using the Levenshtein Distance Algorithm. The goal of the Contest is to identify and reward the fastest typist among all of the Participants, and to exhibit the ease of use of the TREWGrip device with minimal practice by Participants accustomed to using traditional keyboards.

The Contest has not been held before, and so there is no way to estimate the number of participants in the Contest or the odds of winning the Contest or of being awarded any of the prizes specified below. The prizes specified below are not dependent upon the number of entries received, and chance plays no part in the determination of the winner of the Contest or the award of any of the prizes specified below.

**2. Entry Period/Dates Of Contest.** The entry period for the Contest will begin on June 1, 2013 at 12:00:01 AM Eastern Standard Time (EST) and end on July 20, 2013 at 1:59:59 PM EST (the “Entry Period”). Online registration will open June 1, 2013 at

12:00:01 AM EST and will end on July 19, 2013 at 11:59:59 PM EST. Onsite registration will open July 20, 2013 at 10:00:01 AM EST and will end at 1:59:59 PM EST.

The Qualification Round of the Contest will be held on July 20, 2013 from 10:00 AM EST until 4:00 PM EST at the Cincinnati Museum Center located at 1301 Western Avenue, Cincinnati, Ohio 45203. The Final Round will be held on July 25, 2013 from 6:00 PM EST until 8:00 PM EST at the same location.

**3. Who Can Enter.** An individual is eligible to participate in the Contest if he or she meets all of the following requirements:

- a. The individual must be a citizen or permanent, legal resident of the United States;
- b. The individual must be at least 18 years of age provided, however, that individuals between the ages of 13 and 17 may participate so long as their parent or legal guardian submits the participant's registration on his or her behalf;
- c. The individual must submit a valid registration in compliance with the requirements set forth herein as well as all requirements set forth in the Official Entry Form.

Employees and immediate family members of TREWGrip LLC, the Cincinnati Museum Center, and the advertising or promoting agencies utilized by TREWGrip LLC or the Cincinnati Museum Center in connection with the Contest are not eligible. The term "immediate families" includes spouses, parents, siblings, children and grandchildren; and

The Contest is void in all United States territories and military installations including Puerto Rico and where prohibited or restricted by law and where subject to licensing or registration by an national, state, local or other political division or subdivision.

No purchase of any product or payment of any fee from or to Sponsor, or otherwise, is necessary to be eligible to participate in the Contest.

**4. How To Enter And Compete.** During the Entry Period, an individual eligible to participate in the Contest may register to compete in the Contest online at the Contest website. Registrations may be submitted at <http://www.cincytypingchallenge.com> (the "Website"). Online registration is required for a guaranteed spot in the Qualification Round. To compete, an individual must submit a completed "Official Entry Form, Waiver and Release" and accept these rules as directed to do so.

**5. The Texting Challenge.** The Texting Challenge is separate from the typewriter and keyboarding challenge. In the Texting Challenge, Participants will compete in only one round for the below stated prizes. The Contest will require Participants to use their own cell phones to text the following 26 words:

*"The razor-toothed piranhas of the genera Serrasalmus and Pygocentrus are the most ferocious freshwater fish in the world. In reality they seldom attack a human."*

The Participants will be timed by an official and will send the text message to a predefined phone number provided by the Sponsor. The winner will be determined by time and accuracy. Accuracy requires that the Participant text the words and punctuation correctly, with no misspellings or typos, in order to be considered for the prizes. Participant text messages completed and sent to the predefined phone number must be 100 percent accurate or the submission will not count and will not be considered for the ranking by time. Participants get two chances to submit the text with 100 percent accuracy. The prizes for the Texting Challenge portion of the Contest are outlined below.

**6. The Qualification Round Of The Typing Challenge.** Participants may choose to type on either a traditional typewriter or a keyboard, or both.

a. Typewriter Challenge: All Participants will be given three (3) minutes to type as many words as possible from predefined sentences provided by the Sponsor. Typewriters will be provided by the Sponsor. The Contest will be timed by an official, with Participants giving their typed page to the official at the end of the three (3) minute typing period. Participants will be judged on the best time and accuracy as determined by the Net WPN. The top four (4) Participants with the highest Net WPN will advance to the Final Round, where they must use the TREWgrip device. Any Participant typing 99 or more Net WPN will receive an “I Beat McGurrian” button.

b. Keyboard Challenge: All Participants will be given three (3) minutes to type as many words as possible from predefined sentences provided by the Sponsor. Keyboards will be provided by the Sponsor. The Participants will use a speed typing application which will display a countdown clock and will calculate Net WPN. Participants will be judged on the best time and accuracy as determined by the Net WPN. The top four (4) Participants with the highest Net WPN will advance to the Final Round, where they must use the TREWgrip device. Any Participant typing 99 or more Net WPN will receive an “I Beat McGurrian” button.

**7. The Final Round of The Typing Challenge Using TREWgrip Device.** The top four (4) Participants of the Typewriter Challenge and the top four (4) Participants of the Keyboard Challenge will advance to the Final Round of the Contest. Should the same individual finish amongst the top for in both the Typewriter Challenge and the Keyboard Challenge, he or she will only count as one spot in the finals. An additional finalist will be added to the Final Round to reach eight (8) unique Participants. These Participants will be loaned a TREWgrip device for their use and practice prior to the Final Round. They will be provided with access to the training website to practice using the TREWgrip device. The Participants shall return the TREWgrip device at the Final Round contest, which will be held on July 25, 2013 from 6:00 PM EST until 8:00 PM EST. Participants not returning their TREWgrip device will not be allowed to compete in the Final Round. Participants are prohibited from posting any pictures of the TREWgrip device on the internet until after the Final Round of the Contest. Failure to comply with this rule will result in disqualification from the Final Round.

Each of the eight (8) Participants competing in the Final Round will choose a number out of a hat to determine their bracket location. There will be three, single elimination rounds. Participants will be given three (3) minutes to type as many words as possible from predefined sentences on the provided TREGrip device. The pre-defined sentences will be different from those used in the Qualification Rounds. The Participants will use a speed typing application which will display a countdown clock and will calculate Net WPN. Participants will be judged on the best time and accuracy as determined by the Net WPN. The top three (3) Participants with the best Net WPN will win the prizes described below.

**8. Alternates.** The fifth (5<sup>th</sup>) place qualifiers from the Typewriter and Keyboard challenges will also be provided a TREGrip device for practice. If any one Participant drops out or is ruled ineligible prior to the Final Round, one of the two alternates will be chosen by a coin toss. If more than one Participant drops out of the Contest, both alternates will participate. If more than 2 people drop out, the result will be a first round bye as determined by choosing numbers out of a hat.

**9. Official Waiver And Release Form.** All Participants or their parent/legal guardian, if a minor, must read, sign, and accept the Contest's Official Entry Form, Waiver and Release Form in order to participate in the Contest.

**10. Affidavit of Eligibility, Liability Release and Waiver of Publicity Rights.** Winners may be required to complete, execute and return an Affidavit of Eligibility, a Liability Release and a further Publicity Release at the conclusion of the Contest. Such documents may be combined in one and shall be on forms provided by Sponsor. Failure to sign and deliver to Sponsor, at Sponsor's request, the Affidavit of Eligibility, at the conclusion of the Contest shall be considered a cancellation of the Participant's participation in the Contest. Each Participant, by participating in the Contest, grants to Sponsor (and agrees to confirm that grant in writing) and those acting pursuant to the authority of Sponsor, the right to use and publish his or her name, portrait, picture, voice, video tape, biographical information and likeness, and statements regarding the Contest and any of Sponsor's products (provided the statements are true) at any time or times, for advertising, trade and promotional purposes without additional consideration, worldwide and on the Internet, without notification, review or approval. In furtherance of the foregoing, Participant (or the party agreeing to these Rules on behalf of a Participant under the age of 18), grants to Sponsor an irrevocable, absolute worldwide right and permission to photograph, record, copyright, use, re-use, publish, and re-publish photographic/video portraits, pictures or images of Participant and any likeness of such Participant, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations, in conjunction with Participant's own name or a fictitious name. The photographs/videos may be used for any purpose, including illustration, publicity, promotion, art, advertising, trade, or any other purpose whatsoever. This authorization is perpetual in nature and will not expire. This release shall be binding upon Participant and his or her heirs, legal representatives, and assigns.

**11. Ties.** Any ties between Participants as of the end of the Texting Challenge, Qualification Round of the Typing Challenge, or the Final Round of the Typing Challenge will be broken by conducting additional typing tests and races as needed until a winner of the tie is determined by Sponsor. The additional tests and races will not be significantly more difficult than earlier tests and races. The Texting Challenge tie breaker, if necessary, will take place on July 25, 2013.

**12. Prizes.** The following prizes will be awarded to the top three (3) Participants in the Texting Challenge and to the top three (3) Participants in the Final Round of the Typing Challenge:

a. Texting Challenge- First Place will receive \$500.00, Second Place will receive \$100.00, and Third Place will receive \$50.00. All Participants typing 99 or more Net WPN will receive an "I Beat McGurrin" button or t-shirt.

b. Typing Challenge- First Place will receive \$2,500.00, with an additional \$2,500 if the winner's Net WPN is 99 or greater, for a possible total of \$5,000.00; Second Place will receive \$1,000.00; and Third Place will receive \$500.00. All Participants typing 99 or more Net WPN will receive an "I Beat McGurrin" button or t-shirt.

No substitution or transfer of any prize component is permitted except at the sole discretion of Sponsor. Sponsor reserves all rights to substitute for any prize component a prize of equal or greater value in the event the prize component is unavailable for any reason. The winners of the Texting Challenge will receive the cash prizes by check on July 25, 2013 prior to the Typing Challenge Final Round, unless there is a tie. In such a case, the winners will receive their checks on July 25, 2013 at the conclusion of the tiebreaker contest. The winners of the Typing Challenge will receive the cash prizes by check on July 25, 2013 at the conclusion of the Final Round. Winners are responsible for payment of all taxes on the prizes awarded.

**13. Limitation of Liability.** NEITHER SPONSOR, THE CINCINNATI MUSEUM CENTER, THE ADVERTISING AND PROMOTIONS AGENCIES PROVIDING SERVICES IN CONNECTION WITH PROMOTING THE CONTEST NOR THEIR RESPECTIVE AFFILIATES AND SUBSIDIARIES, OFFICERS, DIRECTORS, OWNERS OR EMPLOYEES SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, LOSSES, COSTS OR EXPENSES OF ANY KIND OR ANY LOST OR IMPUTED PROFITS ARISING OUT OF OR RELATED TO THIS CONTEST OR PARTICIPATION THEREIN, HOWEVER CAUSED, AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER THEORY OF LIABILITY REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, COSTS OR EXPENSES. PARTICIPANT WAIVES ANY CLAIMS THAT THESE EXCLUSIONS DEPRIVE IT PARTY OF AN ADEQUATE REMEDY.

By participating in the Contest, Participants agree, on their own behalf and on behalf of any person who might make a claim through them, that Sponsor, the Cincinnati Museum Center, the advertising and promotions agencies providing services in connection with promoting the contest nor their respective affiliates and subsidiaries, officers, directors, owners or employees shall have no liability whatsoever for any loss or claim arising from or relating to Participant's participation in the Contest including, but not limited to, TREGrip LLC's use of any photograph or video as provided for in these Rules or the Entry Form Without limiting the foregoing, neither Sponsor, the Cincinnati Museum Center, their respective affiliates and subsidiaries, officers, directors, owners and employees nor the advertising and promotions agencies providing services in connection with promoting the Contest shall be liable for (i) unauthorized human intervention in or tampering with the Contest, (ii) technical errors, malfunctions or connection or accessibility problems related to computers, computer equipment, software, servers, providers or telephone, cable, network or power lines, the Internet or any combination thereof, (iii) printing or typographical errors in these rules or in any other Contest materials, (iv) delays in mail, (v) stolen, lost, late, misdirected, altered, damaged, incomplete or illegible Contest entries or communications from Participants or other data, (vi) human errors in the administration of the Contest or processing of entries, (vii) the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information and (viii) any actions or omissions of any independent suppliers or vendors with respect to the Contest or the prizes, such as the owner or operator of any venue at which the Contest is held.

**14. Representations and Warranties.** Participant (or the party agreeing to these Rules on behalf of a Participant under the age of 18) represents and warrants that: (i) s/he party has all necessary right, power and authority to agree to the provisions of these Rules and the terms set forth in the Official Entry Form, Waiver and Release; and (ii) nothing contained herein will place such Participant in breach of any other contract or agreement to which s/he is bound or violate any applicable law.

**15. Indemnification.** Participant (or the party agreeing to these Rules on behalf of a Participant under the age of 18) agrees to indemnify, defend and hold harmless Sponsor, the Cincinnati Museum Center, the advertising and promotions agencies providing services in connection with promoting the contest nor their respective affiliates and subsidiaries, officers, directors, owners or employees (and its respective officers, directors, employees, shareholders and agents) from and against any and all, actual or threatened, third party claims, liabilities, losses, damages, injuries or expenses (including reasonable attorneys' fees) directly or indirectly arising from or relating to (i) violation of any provision of these Rules or the Official Entry Form, Waiver and Release or (ii) the violation of any applicable law or regulation.

**16. Miscellaneous.** If Sponsor determines, in its sole discretion, that there is any suspected or actual electronic tampering in connection with participation in the Contest, or if technical difficulties compromise the integrity of the Contest, Sponsor, in its sole discretion, reserves the right to terminate any Participant's involvement in the Contest. By participating, Participants agree to be bound by these official rules and to accept the

decisions of Sponsor as final in all matters relating to the Contest. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Participants and Sponsor in connection with the Contest, shall be governed by and construed in accordance with the laws of the State of Ohio, without regard for conflicts of law doctrine. You hereby consent to the exclusive personal jurisdiction of the state and federal courts located in Hamilton County, Ohio and hereby agree to waive any right to trial by jury for any claim arising out of or relating to the Contest.