SHE HAS A DEAL

TERMS & CONDITIONS

1. **Background and Introduction**

Thank you for applying and choosing to be part of our network at She Has a Deal, LLC (“**She Has a Deal**”, “**SHaD**”, “**we**”, “**us**”, or “**our**”). She Has A Deal is an annual hotel pitch competition (the “**Competition**”) organized by TLTsolutions (“**TLT**”), a Northern Virginia-based real estate investment firm. SHaD was founded to create pathways to hotel ownership for women through education, networking, and mentorship.  She Has a Deal also offers educational opportunities for all kinds of aspiring hotel investors through our MasterClass series.

**Please read this Terms & Conditions.**

1. **Eligibility**

**​**

Who can enter the Competition?

1. We encourage women, who are in the early stages of their hotel industry, hospitality, or real estate career, including undergraduates, graduates, and recent graduates of a hospitality, real estate, or other hotel industry program to apply. Please note that the winner of the Competition will be required to form a legal, registered entity to receive the $50,000 equity interest in the Hermes Collective Fund (the “**Fund**”).

1. If you are unsure about your eligibility to enter the Competition, please contact us before submitting an entry.
2. We accept applications regardless of your location. We encourage you to apply to the Competition.

​

1. **Submitting an entry**

**​**

1. Applications need to be completed online at [www.shehasadeal.com](http://www.shehasadeal.com).
2. Once you have completed the application, be sure to submit it by clicking Submit at the end.
3. All applications must be submitted in English.
4. Applicants agree that SHAD and TLT, their affiliates, judges, and any other party selected by SHAD and TLT may use any info submitted on applications without restrictions, and further agree that any information submitted may be shared with partnering or sponsoring organizations of SHAD.

1. **Preliminary Presentations**

**​**

1. The judges at the Preliminary Presentations of the Competition will score each Team Participant through a list of criteria and once all participants are scored, the points are accumulated and the top four Team Participants (the “**SHaD** **Finalist Teams**”) with the highest score advances to the SHaD Finals.
2. Decisions made by the judges are final.

1. Whenever we need to contact you in connection with the Competition, we will use the contact information provided by you in the application form. Please try your best to provide as much contact information as possible (email, phone number, etc.). We are not responsible for incomplete or incorrect contact information provided.

1. Applicants grant SHAD and TLT, their affiliates, and sponsors of the Competition the right to photograph, film, record, and capture applicants’ representatives, presentation material, and any other material of Applicants via any media format at any Competition or any other events hosted by SHAD or TLT, and royalty-free right and license to use any such material in any form.
2. **SHaD Finals (“Reveal the Deal”)**

1. The judges at the SHaD Finals of the Competition will score each SHaD Finalist Team through a list of criteria and once all participants are scored, the points are accumulated and the top SHaD Finalist Team with the highest score wins the Competition.
2. Decisions made by the judges are final.
3. **The Award**

**​**

1. She Has A Deal invites all Team Participants to attend the annual SHaD Finals for the SHaD Finalist Teams Pitch Presentations and a hotel industry networking event. The annual conference is free to all Team Participants, but She Has A Deal does not cover flight tickets to the annual conference.

1. The winner of the Competition Finals (the “**Winning Team**”) will receive US $50,000 equity interest in the Fund. The Fund will own the Winning Team’s hotel pitch presented in the Competition and, depending on its feasibility, will acquire or develop the Winning Team’s hotel pitch. If the Winning Team’s hotel pitch presentation is not feasible, the Fund will acquire or develop another hotel project identified by TLT subsequent to the SHaD Finals.
2. The Winning Team will also receive media exposure through media recognition from the journalists covering the event. Select sponsors will also be providing additional prizes to be announced. Additional may include $5,000 to the second placed team, free membership to prestigious hotel industry associations, and attendance to premier hotel conferences, such as ALIS, but the prize may vary from year to year.

​

1. **Online Prize GiveAways and Contests.**
2. Please read our **Privacy Policy [INSERT LINK TO PRIVACY POLICY]** carefully as it will help you make informed decisions about sharing your personal information with us.
3. By signing up and viewing our online and livestream events, you are entering to an online raffle where you are eligible to win prizes of value and subject to our privacy policy.
4. All online prizes, giveaways, contests, and raffles are final.
5. **Others**

**​**

1. SHAD or TLT may cancel Competitions due to unforeseen circumstances. SHaD reserves the right to modify these Official Rules in order to better achieve the Competitions’ purpose as adjudged in SHaD’s determination, without liability or obligation to SHaD. SHaD will give notice of Official Rule modifications on the Competitions’ official site and in these Terms.
2. Participation at Competitions is voluntary and Applicants and attendees forever release SHAD and TLT, their affiliates, partners, sponsors, employees of these organizations, and volunteers from any and all claims, costs, expenses, suits, liabilities, losses, and damages.
3. SHAD and TLT, and regional partners reserve the right to deny entrance to anyone, as well as the right to ask anyone to leave the Shad Finals or any event related to the Competitions.
4. **Releases**

Each Team Participant will release, discharge and hold harmless SHaD and its affiliates, sponsors, parent, subsidiaries, advertising and promotion agencies, and funding partners, and the shareholders, directors, officers, employees, agents, and representatives of each of the foregoing (collectively, the “**Released Parties**”), from any and all injuries, liability, losses, and damages of any kind to persons, including death or property damage resulting, in whole or in part, directly or indirectly, from the Team Participant’s participation in the Competitions or any Competition-related activity or the acceptance, possession, use, or misuse of any grant.

1. **Liability Limitation**
2. The Released Parties are not responsible for: lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Entries; lost, interrupted or unavailable network, server, Internet Service Provider, website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Competitions, including errors or difficulties that may occur in connection with the administration of the Competitions, the processing or judging of Entries, or the announcement of the Winners; any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Competitions; injury or damage to any person’s computer related to or resulting from participating in this Competitions or downloading materials from or use of SHaD’s website or other platforms.
3. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE RELATED PARTIES SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR BODILY INJURY OR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE INABILITY TO ACQUIRE OR DEVELOP A HOTEL PROJECT; (II) THE COST OF PROCUREMENT OF SERVICES RESULTING FROM ANY DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE FUND; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR CONTACT INFORMATION (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE HOTEL ACQUISITION OR DEVELOPMENT PROJECT; (V) ANY ACTIVITY, INCLUDING, BUT NOT LIMITED TO, ACTIVITY IN PREPARATION OR PRESENTATION PERFORMANCES, OCCURRING IMMEDIATELY BEFORE, DURING, AND IMMEDIATELY AFTER THE FINAL COMPETITION OR (VI) ANY OTHER MATTER RELATING TO THE COMPETITION.
4. **Interpretation**

In these Terms & Conditions: “Including” means including but not limited to. “SHaD’s determination” or “SHaD’s consent” means SHaD’s determination or SHaD’s consent, in either case, in its sole discretion.

1. **Publicity**
2. By entering and participating in the Competitions, each Team Participant permits the use of Team Participant’s names and submitted content for programming, advertising, publicity, and promotional purposes in all media, now known or later created, worldwide and on the Internet, and in perpetuity by SHaD and its designees, without compensation (unless prohibited by law) or additional consents from Team Participant or any third party and without prior notice, approval, or inspection.
3. Each Team Participant will execute specific consent to the uses described in the previous sentence at SHaD’s request.
4. No Team Participant may release on their own or through a third party any publicity or other materials regarding their participation in the Competitions, without SHaD’s consent.
5. **Governing Law**

Virginia law governs all issues and questions concerning these Terms & Conditions and Team Participant’s or SHaD’s rights and obligations in connection with the Competitions, and that law applies regardless of any choice-of-law principles otherwise applicable.

1. **Arbitration**
2. Except where prohibited by law, the parties must resolve any dispute arising out of or relating to the Competition individually and exclusively by final and binding arbitration administered by the American Arbitration Association (“AAA”) and conducted before a single arbitrator under AAA’s applicable arbitration rules.
3. The arbitration must be held at a location in the state in which the Business’s principal place of business is located.
4. There shall be no authority for any claims to be arbitrated (or otherwise disputed) on a class or representative basis; arbitration can decide only SHaD’s or your individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.
5. Team Participant and SHaD each specifically waives any right to a jury trial related to the resolution of any dispute arising out of or relating to the Competition.
6. The arbitrator selected shall have the authority to grant any party all remedies otherwise available by law, including injunctions, but shall not have the power to grant any remedy that would not be available in a state or federal court. The arbitrator shall have the authority to hear and rule on dispositive motions (such as motions for summary adjudication or summary judgment). The arbitrator shall have the powers granted by Virginia law and the rules of the AAA which conducts the arbitration, except as modified or limited herein. Each party shall bear its own costs of arbitration and one-half of the cost of the arbitrator.
7. **Use of Data**
8. By participating in the Competition, each Team Participant acknowledges that SHaD will collect private or personal data about the Team Participant and that is submitted in the Entry (the “**Private Information**”).
9. SHaD may collect and use of the Private Information for purposes of these Competitions and as authorized under these Terms.
10. **Severability**

If any portion of these Terms is deemed unenforceable, void, or invalid for any reason, the remaining provisions of these Terms will remain unaffected and will not be considered unenforceable, void, or invalid. They will maintain the full force of law to the extent possible.

1. **Changes to These Terms**

We may update these Terms from time to time. If any updates are made to these Terms, they will be posted here. Additionally, if material changes are made, we will notify you via a notice posted on the Site, and registered users will receive an additional email. Please check this page frequently for updates.

1. **Contact Us**

If you have any questions, comments, or concerns about these Terms or our services, please contact us via email at info@shehasadeal.com, or by mail at 1934 Old Gallows Road, Suite 350, Tysons Corner, Virginia 22182.

**Effective Date: October 8, 2020**