**South Dakota Chamber of Commerce & Industry**

PO Box 190

Pierre, SD 57501

605-224-6161

**Giant Vision Student Competitor Agreement**

I acknowledge and understand that the South Dakota Giant Vision Competition is conducted to encourage business development and the creation of jobs in South Dakota. I certify that the majority of the principals involved in this application are residents of South Dakota and that the business plan being submitted is, or will be, based in South Dakota, pay taxes to South Dakota and employ citizens of South Dakota. I understand that failure to address these criteria will result in disqualification or in the return of the application without being submitted for judging.

Required checkbox:

I acknowledge and understand that the South Dakota Giant Vision Competition is conducted to encourage business development and the creation of jobs in South Dakota. I certify that at least one member of our team is a full-time student of a South Dakota university, college, technical or other school. The business plan being submitted is, or will be, based in South Dakota, pay taxes to South Dakota and employ citizens of South Dakota. I understand that failure to address these criteria will result in disqualification or in the return of the application without being submitted for judging.

Required checkbox noting that applicant has read and agrees to the confidentiality agreement which reads as follows:

This agreement is made by and between the South Dakota Chamber of Commerce & Industry Giant Vision Business Competition or Giant Vision Student Competition entrant, hereinafter “ENTRANT” and the South Dakota Chamber of Commerce & Industry hereinafter “SDCCI.”

Whereas, ENTRANT is the developer and owner of certain proprietary, confidential, trade secret, and other such information, which has a unique value, hereinafter “INFORMATION”; and

Whereas, ENTRANT is willing to disclose certain INFORMATION to SDCCI for the limited purpose of entering a business plan competition sponsored by SDCCI; and

Whereas, ENTRANT is willing to disclose INFORMATION to SDCCI only upon the SDCCI’s acknowledgement of ENTRANT’S ownership of said INFORMATION and agreement to maintain as confidential and not disclosed.

Now there, in consideration of ENTRANT’s disclosure of the INFORMATION and the other terms and covenants contained in THIS AGREEMENT, the parties agree as follows:

1. The INFORMATION, as used herein shall mean all information, designs, diagrams, samples, documents, plans, ideas and concepts clearly marked as confidential by ENTRANT.
2. SDCCI acknowledges the INFORMATION as proprietary and confidential. SDCCI agrees to hold and keep the INFORMATION in confidence, and use all reasonable care to limit dissemination of the INFORMATION and to prevent disclosure of the INFORMATION to others, and to use such INFORMATION only in connection with the SDCCI’s Business or Student Business Competition. Access to the INFORMATION while in the possession of SDCCI will be restricted to persons having a need to know related to the Competition, such as judges, competition officials and clerical personnel. SDCCI agrees to require any person not employed by SDCCI (whose employees are bound by this agreement) to execute and file with SDCCI a nondisclosure agreement in the form and style to this agreement as Exhibit A.
3. SDCCI agrees that the INFORMATION may not be used, developed, modified, produced or exploited by SDCCI without the express prior written consent of ENTRANT. SDCCI acknowledges that its unauthorized use of the INFORMATION will constitute a breach of THIS AGREEMENT.
4. Winners will be responsible for any tax and/or tax consequences of the award. If chosen as a winner, ENTRANT grants the Competition the right, without compensation, to publish finalist names and company names, non-financial information, photographs, and video and audio recordings for editorial, public relations, promotional and advertising materials. All decision made by the judges on all matters relating to the Competition will be final.  This Competition reserves the unrestricted right to interpret these rules and to alter, amend or change them at its discretion.
5. ENTRANT attests that the ideas/concepts presented in the Competition application are their own and not under any agreement or restrictions prohibiting their ability to disclose ideas or plans.
6. No rights in or license of the INFORMATION, expressed or implied, are granted to SDCCI by THIS AGREEMENT.
7. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.