

## **KGB Community Impact Award Contest Official Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW. BY ENTERING THIS CONTEST, YOU CONSENT TO BE BOUND BY THESE OFFICIAL RULES.

**ELIGIBILITY:** Entrants must be non-profit organizations headquartered in Houston or San Antonio that have been in operation for at least two years. Entrants must submit a brief background about their organization, including mission and vision statements; a brief history; examples of previous marketing work and campaigns, including links to social media pages and websites; financial information; and explanations of why they are applying. Current clients of KGBTexas are not eligible to enter. **Void where prohibited by law.**

This Contest is being administered by KGBTexas Communications (“KGBTexas”) (hereinafter “Contest Providers”), who reserves the right to verify the eligibility qualifications of any winner, and further reserves the right to conduct a background check on any potential winners. Contest Providers may, in their sole discretion, disqualify any person if it is determined that awarding a prize to such a winner might reflect negatively on Contest Providers.

BY ENTERING THIS CONTEST, YOU AGREE THAT YOUR ENTRY AND OTHER INFORMATION COLLECTED FROM YOU IN CONNECTION WITH THIS CONTEST WILL BE SHARED WITH THE CONTEST PROVIDERS, WHO MAY RETAIN AND USE SUCH INFORMATION AS THEY SEE FIT.

YOU UNDERSTAND AND AGREE THAT THE INFORMATION YOU PROVIDE MAY BE USED FOR MARKETING PURPOSES BY THE CONTEST PROVIDERS.

**HOW TO ENTER:** No purchase necessary to enter or win. To enter the Contest, complete and submit an online Submission Questionnaire (the “Entry”), available at <https://www.kgbtexas.com/community-impact-award/>.

ONE ENTRY PER ENTRANT FOR THE DURATION OF THE CONTEST. Entries have no value and an Entry does not entitle an Entrant to any compensation of any type or kind. If an Entrant chooses to use a mobile device to submit an Entry, then depending on the carrier, charges may apply. If an Entrant submits an Entry via mobile device, then they agree to receive messages via mobile device relating to the Contest, which may also result in charges.

**CONTEST PERIOD:** The Contest starts at 12:00:00 A.M. CST on June 3 and ends at 11:59:50 A.M. CST on June 23 (“the Deadline”). Entries must be received before the Deadline.

The sole determinant of time for the purposes of the Contest will be when the Entry is received by KGBTexas, including any applicable electronic server. Entries submitted close to the Deadline may not be timely received.

No responsibility is assumed by Contest Providers for lost, late, misdirected, or illegible Entries or for any computer, online, telephone or technical malfunctions that may occur. All Entries become the property of Contest Providers and will not be returned to the Entrant. Multiple Entries by the same Entrant will result in disqualification.

**PRIZES:** Each winner will receive a credit of \$12,500 for marketing services from KGBTexas, including public relations, public affairs, advertising, or creative services. Specific services will be determined after a meeting between the winner and KGBTexas to determine strategy and scope of work to achieve the winner’s goals. The estimated aggregate value of all prizes is \$25,000.

**THE EXACT NATURE AND TERMS OF THE SERVICES TO BE PROVIDED SHALL BE SUBJECT TO SEPARATE AGREEMENTS TO BE CONCLUDED BETWEEN KGBTexas AND THE WINNER.**

Prizes are non-transferable and may not be redeemed for another prize by the winner. The Contest Providers reserve the right to award a substitute prize of equal or greater value, at their discretion. Travel is not included unless specifically stated. Winner is responsible for all applicable federal, state, and local income and any other

taxes, fees and surcharges. An IRS Form 1099 may be issued for all prizes above a certain retail value by Contest Providers at their discretion.

**WINNER SELECTION:** The winners will be selected by KGBTexas' judging panel, who will select two winners, one from Houston and one from San Antonio. The decisions of the judging panel are final in respect of any matter relating to this competition.

In evaluating entries, the panel is looking for an organization with a mission to make a lasting and positive impact in its community, which KGBTexas can help further. The panel will review and rate each Entry, including on the following criteria:

- The positive impact provided by the Entrant to the local community;
- The Entrant's marketing and business plans and efforts;
- How the Entrant anticipates KGBTexas may be able to help with marketing/communication needs; and
- The Entrant's explanation for why they are deserving of the prize.

Winner selection shall be made by the panel after the Deadline on June 30 at KGBTexas Communications, 200 E. Grayson St., Suite 210, San Antonio, Texas, 78215. The winners will be notified by email and phone on July 1. Contest Providers reserve the right to determine the method of notification. If a winner does not respond within three (3) business days, an alternate winner will be selected from the remaining qualified Entries. In order to be named a winner, potential winners may be required to execute and return an Affidavit or Declaration before being awarded a prize. Noncompliance will result in disqualification and an alternate winner will be selected. Contest Providers reserve the right to delay the notification of the winner for technical reasons or for any other reason it deems necessary.

**USE / LICENSE OF ENTRANTS' INFORMATION AND SUBMITTED CONTENT:** Notwithstanding any contrary provision in any of Contest Providers' respective privacy policies, Entrant grants to Contest Providers, and Contest Providers reserve, the right to use any and all information related to the Contest, including information and content submitted by Entrant in connection with the Contest, as follows:

**(a) Marketing** – Entrant agrees Contest Providers may use Entrant information for marketing purposes or any other purpose, unless prohibited by law. By submitting your contact information, you agree to allow the Contest Providers to send you promotional materials and/or offers.

**(b) Intellectual Property License** – Entrant grants Contest Providers the non-exclusive, irrevocable, royalty-free, fully-paid, unencumbered, transferable, sub-licensable, perpetual, and universe-wide right, but not the obligation, to reproduce, prepare derivative works based upon, distribute, transmit, publicly perform, publicly display, compile, archive, syndicate and otherwise use and exploit the Entry and any content submitted to Contest Providers (including without limitation copyrights), as well as any and all derivatives thereof, in any and all languages, and in any and all manners, mediums, and forms now known or hereinafter devised. Entrant further grants Contest Providers permission to use Entrant's name, applicable trademarks, indicia, and background information for advertising and promotional purposes without compensation.

**(c) Warranty** – Entrant represents and warrants to Contest Providers that they have full legal right, power, and authority to grant the foregoing licenses, and, if applicable, has secured all necessary rights from any subjects depicted in, and/or individuals who contributed to, the Entry and content submitted in order to grant such license.

**(d) Non-confidential – Idea Submission** – Entrants acknowledge and agree that Contest Providers are not responsible or liable for the confidentiality of any content submitted with an Entry. KGBTexas IS NOT RESPONSIBLE FOR, AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING FROM OR IN CONNECTION WITH, ITS USE OF ANY ENTRY IN ACCORDANCE WITH THESE RULES.

**GENERAL CONDITIONS:**

(a) The winner may be required to execute and provide to Contest Providers an Affidavit or Declaration: (1) attesting to the winner's Eligibility and compliance with the Official Rules; (2) providing a Liability Release that releases the Contest Providers from any liability arising out of the Contest; and/or (3) a license to certain intellectual property. At Contest Providers' sole discretion, non-compliance may result in disqualification and selection of an alternate winner. The winner also may be required to provide any other information needed by Contest Providers to comply with applicable laws and regulations, including those relating to the payment of income taxes.

(b) Contest Providers reserve the right, exercisable upon their sole discretion, to disqualify any Entrant found to have (1) violated these Official Rules; (2) interfered with the entry process or the operation of the Contest; (3) altered or attempted to alter the random outcome of the Contest; (4) violated any law or regulation by participating in the Contest; or (5) fraudulently completed the Entry or provided other false or infringing information to Contest Providers.

(c) Contest Providers are under no obligation to use or return any Entry or submitted content.

(d) ENTRANT FULLY RELEASES THE CONTEST PROVIDERS FROM ANY AND ALL LIABILITY, AND WAIVE ALL SUCH LIABILITY, CAUSED BY OR RESULTING FROM THE USE OR POSSESSION OF ANY PRIZE AWARDED OR CAUSED BY OR RESULTING FROM PARTICIPATION IN THE CONTEST OR ANY RELATED PROMOTION. ENTRANT UNDERSTANDS AND AGREES THAT IN NO EVENT WILL THE CONTEST PROVIDERS BE LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, STATUTORY OR PUNITIVE DAMAGES ASSOCIATED WITH PARTICIPATION IN THE CONTEST OR USE OF ANY PRIZE. ENTRANT FURTHER UNDERSTANDS AND AGREES THAT ANY PRIZE AWARDED IS RECEIVED "AS IS," WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND FROM CONTEST PROVIDERS, AND THAT ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

(e) All taxes, fees, assessments, title and registration fees, insurance, and like charges, associated with the receipt or use of a prize are the sole responsibility of the winner.

(f) The value of the prize is based upon good faith estimates by Contest Providers as of the date the Contest was commenced. The Contest Providers assume no responsibility for changes in market conditions that may impact the value of a prize. There is no guaranty that the IRS, or its counterpart in any state's jurisdiction, will accept the estimated value of any prize for purposes of determining any tax that may be due by the winner.

(g) Entrants hereby fully release the Contest Providers from any and all liability caused by or resulting from the use or possession of any prize awarded or caused by or resulting from participation in the Contest or any related promotion. Entrants acknowledge that they will be solely responsible for use of the prize by themselves and any third parties they choose to share it with. Entrants represent and warrant that, if the prize consists of or involves alcoholic beverages, that Entrants will not share, distribute, or otherwise make available such beverages to any individual under twenty-one years of age. ENTRANTS HEREBY AGREE TO INDEMNIFY, RELEASE AND HOLD HARMLESS KGBTEXAS AND ITS AFFILIATES AND EACH OF THE SAME'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OWNERS, PARTNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, TRUSTEES, ASSIGNS, TRANSFEREES, CONTRACTORS, VENDORS AND LICENSEES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, SUITS, DEMANDS, ACTIONS, JUDGMENTS, LOSSES, DAMAGES, FINES, PENALTIES AND EXPENSES (INCLUDING COSTS AND REASONABLE OUTSIDE ATTORNEYS' FEES) INCURRED BY SUCH INDEMNITEES THAT RELATE TO OR ARISE OUT OF THE PRIZE, THE CONTEST, THESE OFFICIAL RULES, OR ANY TRANSACTION CONTEMPLATED THEREBY.

(h) Entrants agree to be bound by the decisions of the Contest Providers, which shall be final and binding in all respects. Contest Providers reserve the right at their sole discretion to disqualify any individual they find to be tampering with the entry process or the operation of the Web site; or to be acting in violation of the Official Rules. You agree that in your participation in the Contest you will not use obscene, libelous or slanderous language, or language that infringes upon a third party's trademark, trade name or other intellectual property right or right of privacy. You further agree to not knowingly damage or cause interruption of the Contest or to prevent others' participation in the Contest.

**DISPUTE RESOLUTION:** The Contest, these Official Rules, the entire relationship between Entrants and the Contest Providers, and any legal proceeding relating to or arising therefrom, whether based on contract, tort, law, or equity, shall be governed by, construed in accordance with, and enforced pursuant to the laws of the State of Texas, without regard to its conflict of laws principles. Venue for any legal action arising out of or relating to the Contest shall be in Bexar County, Texas, and shall not be subject to transfer to another venue or locale.

**EXTENSION OF CONTEST:** At Contest Providers' sole discretion and option, the Deadline or winner selection date may be extended by no more than thirty days.

**AMENDMENT OF RULES:** If, for any reason, the administration, security, fairness, or integrity of the Contest has been compromised, Contest Providers reserve the right, exercisable at their sole discretion, to cancel, terminate, modify or suspend the Contest. The Official Rules may be amended by Contest Providers in their sole discretion. Amendments will be posted on the Website. Unless otherwise specified, any amendments will become effective at 12:00:01 a.m. CST on the day after they are posted.

**RULES / WINNERS LIST:** Official Rules and the name of the winners may be obtained by sending a self-addressed, stamped envelope to: KGBTexas Communications, 200 E. Grayson St., Suite 210, San Antonio, Texas, 78215. Indicate "KGB Community Impact Award Official Rules Request" or "KGB Community Impact Award Winner List" on the outside of the envelope as applicable. Limit one (1) request per envelope. The request must include the name of the Contest. Entrants may also submit questions or request the Official Rules and/or winners list by sending an email detailing their request to [maddied@kgbtexas.com](mailto:maddied@kgbtexas.com). The Official Rules will be posted at <https://www.kgbtexas.com/community-impact-award/> throughout the Contest.

**INTELLECTUAL PROPERTY:** The Contest and all of the related pages, contents and code are copyright protected. Copying or unauthorized use of any copyrighted material or trademarks without the express written consent of its owner is strictly prohibited.