



## Better Business Bureau Great West + Pacific 2023 Spark Awards for Entrepreneurship Terms and Conditions

### GENERAL INFORMATION

1. This document includes information on how to enter the Better Business Bureau® Great West + Pacific (BBB GW+P) 2023 Spark Awards. The Spark Awards (the "**Competition**") and the award details comprise part of these terms and conditions of entry (the "**Terms and Conditions**"). Entry into the Competition is deemed acceptance of these Terms and Conditions. Entries not in accordance with these Terms and Conditions are deemed ineligible.
2. In addition to the specific requirements set out in these Terms and Conditions, the Competition is comprised of two parts:
  - a. The Initial Application Process (see part A below); and
  - b. The Competition (see part B below).

Entrants must comply with each part of the Competition and the Terms and Conditions to be eligible to receive the award referred to in the Terms and Conditions.

3. The Competition is only open to eligible entrants in the following states: Alaska, Central Colorado, Hawaii, Idaho, Montana, Oregon, Washington, and Western Wyoming. Eligible counties in Central Colorado include Adams, Arapahoe, Boulder, Broomfield, Clear Creek, Denver, Douglas, Elbert, Gilpin, Jefferson, Washington, and Yuma counties. Only businesses located in Lincoln and Teton counties are eligible for Western Wyoming.
4. The Competition is divided by the following regions (the "**Regions**") based on BBB GW+P states set out above.
  - a. Alaska
  - b. Central Colorado
  - c. Hawaii
  - d. Idaho + Western Wyoming
  - e. Montana
  - f. Oregon
  - g. Washington
5. BBB Accreditation is not a requirement for entry.
6. BBB Non-Accredited Businesses must provide the following information: business start date, description of business operations, and a list of all business licenses or registration numbers. BBB GW+P will conduct a review to verify eligibility and certify all required business licenses are acquired. Entries with insufficient general business requirements are deemed ineligible.
7. The Competition is an exclusively application-based competition without any element of chance.
8. No purchase is necessary to enter or win.

## **PART A**

### **Eligibility of Entry and the Initial Registration Process**

9. Entry is open only to businesses (the “**Entrants**” and each an “**Entrant**”) that apply during the eligibility period (from 9 a.m. PST on Monday, April 3, 2023, to 11:59 p.m. PST on Friday, June 23, 2023). For the purposes of this Competition, a “business” is a fully registered and licensed entity that aims to meet a marketplace need by developing or offering product, process, service, or solution. To be eligible for entry into this Competition, a business must carry and maintain all licensing necessary for their industry for the state(s) in which they operate. BBB GW+P reserves the right to reject any application that does not meet the above criteria in its sole discretion.

#### 10. Eligibility Requirements

- a. Applicants must have a business that's been operating for three years or less at the time of the application deadline (6/23/2023) OR have a business owner that's age 35 or younger at the time of the application deadline (6/23/2023).
- b. Applicant businesses must have a "B" rating or higher with BBB (BBB Accreditation is not required).
- c. Applicant businesses must be located in BBB's service area (see #3 above).
- d. Businesses are not eligible if they have received a Spark Award in the past three years (2020, 2021, or 2022).
- e. Businesses are not eligible if they have any current government actions or are the subject of a BBB investigation.
- f. Businesses are not eligible if they are a 2023 Spark Awards sponsor.

11. BBB Accredited Businesses have already received business substantiation through the Accreditation process and do not need to provide business substantiation. Non-Accredited businesses must provide time of business substantiation by listing all applicable licensing agencies with the corresponding license or registration numbers.

12. BBB GW+P reserves the right to adjust the category sizes based on the pool of candidates, as well as award more than one business per category in the event of a tie.

13. To enter the Competition, Entrants must register their interest for the Competition by:

1. Reviewing these Terms and Conditions. Entry into the Competition is deemed acceptance of these Terms and Conditions. (Submissions submitted in any way other than through the online form will not be accepted.)

2. Completing and submitting an application (the “**Online Form**”) via [bbb.org/local/1296/torch-awards](http://bbb.org/local/1296/torch-awards) (“**Competition Website**”) between 9

a.m. (PST) on Monday, April 3, 2023 to 11:59 p.m. (PST) on Friday, June 23, 2023.

14. Entrants are responsible for ensuring that their contact details submitted to BBB GW+P are accurate. Entrants forfeit their right to be 2023 Spark Awards Finalists (the "**Finalists**") or Recipients (the "**Recipients**") if contact details are inaccurate or incomplete, or if they fail to respond by the given deadlines.
15. Entrants must ensure the given preferred email address will be accessible and will permit contact from BBB GW+P. BBB GW+P will not be responsible for any missed communications.

## **PART B**

### **Selection Process**

16. BBB GW+P will conduct a preliminary evaluation of all applications received and shortlist Finalists for each category in each region. The Finalists will be notified via email to the contact indicated in the online application form in August 2023 and subsequently announced on various BBB platforms, including the Competition website.
17. An independent, voluntary panel of Judges comprised of business and community leaders who previously won a Spark or Torch Award will score all Finalist applications received. The Judges' panel composite scores will determine one Recipient per category, per region. A virtual ceremony announcing all Recipients will be held in October 2023. All recipients will be announced on various BBB platforms, including the Competition website, after the virtual event in October 2023. Recipients will also be notified via email to the contact indicated in the online application form.
18. Finalists and Recipients are encouraged to regularly check the Competition website and their email for important announcements.

### **Selection Criteria**

19. Entrants must address all questions in concise narrative that explain how their business exemplifies the given criteria in daily operations. Submissions should provide a robust and accurate description of general business operations and culture.
20. The Judges will be asked to evaluate the submissions that best meet the scope. Submissions will be judged using the following criteria:
  - a. Eligibility of the Application: The submission has been submitted online, on-time with the required documentation, and complies with the Terms and Conditions.
  - b. Character, Culture, and Community Criteria: Applicants should respond to the question for each criterion, clearly illustrating real-life examples that address each prompt. Applications will be ranked based on how well the applicant exemplifies and demonstrates commitment to each criterion.

## Award

21. The Competition offers the following to all Finalists:

- a. Spark Awards Finalist media kit
- b. Spark Awards Finalist certificate
- c. Social media photo feature
- d. Inclusion on Competition website

22. In addition, the Competition offers the use of the Spark Awards logo to all Finalists. Advertising guidelines are below. By submitting the application, the entrant agrees to abide by these guidelines.

- a. Finalist is permitted to use the approved Spark Awards Finalist logo provided the graphic standards indicated below are followed. (See section j).
- b. Finalist is permitted to promote the achievement in text as follows: Better Business Bureau Great West + Pacific Spark Awards for Entrepreneurship – 2023 Finalist.
- c. Finalist is permitted to promote the achievement on their company website, in social media, email, and digital newsletters.
- d. Finalist is permitted to promote the award within BBB's service area using these methods: newspapers, periodicals, directories, direct mail, billboards, company vehicles, annual reports, posters, fliers, interviews, and television and radio spots.
- e. Finalist is permitted to reproduce a copy of any statutory award, which must include the year of receipt.
- f. Finalist is permitted to issue announcements and press releases about receipt of the award within the year of its receipt.
- g. Finalist is permitted to make a brief factual statement about the award and the required business qualifications.
- h. Finalist is permitted to advertise the award indefinitely, but only as long as they maintain at least a B rating from BBB and is not the subject of pending or final government or regulatory actions, BBB investigation, or any other activity that may poorly reflect upon BBB.
- i. In all advertisements, the award recipient must indicate the year the award was given.
- j. Graphic Standards for the BBB Spark Awards logo use:
  1. The logo may be resized as needed but must retain all proportions. Do not skew, stretch, or distort the logo in any way. Elements of the logo may not be rearranged, added to, or taken away from.
  2. The logo may only be used in the original formats provided

(full color, single color, black and white). Do not change the colors of the logo.

3. There should be sufficient clear space around the entire logo.
4. Solid background colors should be used when necessary. Do not use a textured or similar colored background behind the logo.
5. The BBB logo is federally trademarked property of BBB. This policy is an extension of the BBB's Agreement for BBB Accreditation and Participation in BBB Advertising Programs.

23. The Competition offers the following to all Recipients:

- a. Spark Awards Recipient media kit
- b. Spark Awards Recipient trophy
- c. Spark Awards Recipient certificate
- d. Social media photo feature
- e. Inclusion in Competition website

24. In addition, the Competition offers the Recipient the use of the Spark Awards logo. Advertising guidelines are below. By submitting the application, the entrant agrees to abide by these guidelines.

- a. Recipient is permitted to use the approved Spark Awards Winner logo provided the graphic standards indicated below are followed. (See section j).
- b. Recipient is permitted to promote the achievement in text as follows: Better Business Bureau Great West + Pacific Spark Awards for Entrepreneurship- 2023 Winner.
- c. Recipient is permitted to promote the achievement on their company website, in social media, email, and digital newsletters.
- d. Recipient is permitted to promote the award within BBB's service area using these methods: newspapers, periodicals, directories, direct mail, billboards, company vehicles, annual reports, posters, fliers, interviews, and television and radio spots.
- e. Recipient is permitted to reproduce a copy of the statutory award, which must include the year of receipt.
- f. Recipient is permitted to issue announcements and press releases about receipt of the award within the year of its receipt.
- g. Recipient is permitted to make a brief factual statement about the award and the required business qualifications.
- h. Recipient is permitted to advertise the award indefinitely, but only as long as they maintain at least a B rating from BBB and is not the subject of pending or final government or regulatory actions, BBB investigation, or any other activity that may poorly reflect upon BBB.

- i. In all advertisements, the award recipient must indicate the year the award was given.
- j. Graphic Standards for the BBB Spark Awards logo use:
  - 1. The logo may be resized as needed but must retain all proportions. Do not skew, stretch, or distort the logo in any way. Elements of the logo may not be rearranged, added to, or taken away from.
  - 2. The logo may only be used in the original formats provided (full color, single color, black and white). Do not change the colors of the logo.
  - 3. There should be sufficient clear space around the entire logo.
  - 4. Solid background colors should be used when necessary. Do not use a textured or similar colored background behind the logo.
  - 5. The BBB logo is federally trademarked property of BBB. This policy is an extension of the BBB's Agreement for BBB Accreditation and Participation in BBB Advertising Programs.

## General

- 25. BBB GW+P reserves the right to verify the validity of entries and to disqualify any Entrant that submits an entry not in accordance with the Terms and Conditions. BBB GW+P will not accept any late or misdirected entries.
- 26. The Entrants retain all rights, title, and interest to their submission, including all accompanying documentation (together, the "**Submission**"), submitted to BBB GW+P in the context of this Competition. Each Entrant, however, allows BBB GW+P to reproduce and distribute the Submission among the relevant members of the Judge panel, for the sole purpose of reviewing the Submission and designation of the Competition Recipients. The Judges shall not disclose or distribute the Submission other than as explicitly permitted under these Terms and Conditions and shall not appropriate or use in any manner the business and other ideas, or content found in the Submission.
- 27. BBB may quote non-sensitive stories, testimonials, or information provided in the application for blogs and press releases highlighting finalists and/or winners. By submitting an application, the Entrant agrees to allow BBB to reproduce application information for this purpose.
- 28. Any photo or video submitted in this application grants BBB GW+P permission to use in program promotions.
- 29. To protect the integrity of BBB GW+P, the award itself, and all past, present, and future awardees; this award, by board action, may be removed unilaterally by BBB GW+P without notice, for any cause, at any time.
- 30. BBB GW+P's decision in relation to any and all aspects of the Competition is final and binding on every Entrant and no correspondence will be entered.
- 31. Disqualification of any Entrant or individual who BBB GW+P has reason to believe has breached any of these Terms and Conditions or engaged in any unlawful or

other improper misconduct calculated to jeopardize the fair and proper conduct of the Competition, is at BBB GW+P's sole discretion.

32. BBB GW+P is not responsible for any problems or technical malfunction of any telephone network or lines, computer or online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the Internet or on any website, delay or error in postal service or any damage to Entrants' or any other person's computer systems related to, or resulting from, participation in this Competition, or the downloading of, any materials as part thereof. BBB GW+P is not responsible for any incorrect or inaccurate information, either caused by any of the equipment or programming associated with, or utilized in, this Competition, or for any technical error, that may occur in the course of this Competition, including any omission, interruption, deletion, defect, delay in operation or transmission, failure of a communications line, telephone or mobile or satellite network, theft or destruction or unauthorized access to, or alteration of, entries.
33. If for any reason this Competition is not capable of running as planned, including but not limited to: infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of BBB GW+P, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Competition, BBB GW+P reserves the right in its sole discretion, subject to any written directions given under applicable law, to disqualify any Entrant or individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Competition. BBB GW+P reserves all rights to recover damages and/or other compensation as may be deemed appropriate from such an offender.
34. In the event of war, terrorism, a state of emergency, a disaster or force majeure, BBB GW+P reserves the right (subject to any written directions under applicable law) to cancel, terminate, modify, or suspend the Competition. BBB GW+P may also refuse entry into the competition to any individual or company subject to economic sanctions which would violate BBB GW+P's legal obligations.
35. Limitation of Liability: BBB GW+P, its affiliates, subsidiaries, advertising and promotional agencies, any Internet or online access providers or any of their employees, officers, directors, and agents shall have no liability and shall be held harmless by entrant for any damage, loss or liability to person or property, due in whole or in part, directly or indirectly, by reason of entering the competition, the acceptance, possession, use or misuse of any prize, or while preparing for, or participating in any prize-related activity. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Competition, but in no event, attorneys' fees. BBB GW+P and its promotion and advertising agencies are not responsible for technical, hardware, software or telephone failures of any kind, lost or unavailable network connections, fraud, incomplete, garbled or delayed computer transmissions, whether caused by BBB GW+P, users, or by any of the equipment or programming associated with, or utilized in, the Competition, or by any technical or human error which may occur in the processing of submissions which may damage a user's system or limit a participant's ability to participate in the Competition.
36. Information submitted within an application is subject to BBB's privacy policy, located at <https://www.bbb.org/privacy-policy> and that of Cognito Forms, provided at <https://www.cognitofirms.com/legal/privacy>.