

Better Business Bureau Great West + Pacific 2022 Luminare Award for Service Terms and Conditions

GENERAL INFORMATION

- 1. This document includes information on how to enter the Better Business Bureau® Great West + Pacific (BBB GW+P) and BBB Wise Giving Alliance (BBB WGA) 2022 Luminare Award for Service. Luminare Award for Service (the "Competition") and the award details comprise 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 three parts:
 - a. The Nomination Process (see part A below); and
 - b. The Initial Application Process (see part B below); and
 - c. The Competition (see part C 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 applicants 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. One Luminare Award for Service will be distributed in each region. See part A below for eligibility.
- 6. Affiliation with a BBB Accredited Business is not a requirement for entry.
- 7. The Competition is an exclusively application-based competition without any element of chance.
- 8. No purchase necessary to enter or win.

PART A

Nomination Process

- 9. Nominations are open for third parties to submit nominations on behalf of other individuals. Nominators will be asked to submit their contact information for the purpose of the nomination form but may elect to remain anonymous to the individual they have nominated.
- 10. Self-nominations are accepted. Those submitting self-nominations will also need to submit a complete application.
- 11. Volume of nominations will have no bearing on an application's score.

PART B

Eligibility of Entry and the Initial Registration Process

- 12. Entry is open only to individual applicants (the "**Entrants**" and each an "**Entrant**") that apply during the eligibility period (from 9 a.m. (PST) on Monday, May 2, 2022, to 11:59 p.m. (PST) on Sunday, July 31, 2022. For the purposes of this Competition, an eligible "individual" is a member of the community who resides in the predetermined region.
- 13. Entrants may only apply to the Competition once.

Eligibility Requirements

All applicants:

- 1. Must be located in BBB's service area.
- 2. Cannot be a BBB GW+P or BBB WGA employee or immediate family member.
- 3. Preference is given to nominees who work in the private sector; however, nominees can also work for a public or non-profit organization. Community service work noted in the application, however, should not be a function of the individual's job description.
- 4. Must be 18 years of age by July 31, 2022.
- 5. Must not have recent criminal or violent history or discriminatory online activity.

BBB GW+P and BBB WGA reserve the right to reject any application that does not meet the above criteria in its sole discretion.

- 14. BBB GW+P and BBB WGA reserve the right to award more than one individual per region in the event of a tie. In the event that no qualified application is submitted in any given region, BBB GW+P and BBB WGA reserve the right to forgo issuing an award for that region.
- 15. 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 https://www.cognitoforms.com/WGA3/BBBLuminareAwardForServiceApplic

ation ("Competition Website") between 9 a.m. (PST) on Monday, May 2, 2022, to 11:59 p.m. (PST) on Sunday, July 31, 2022.

- 16. Entrants are responsible for ensuring that their contact details submitted to BBB GW+P and BBB WGA are accurate. Entrants forfeit their right to be 2022 Luminare Award for Service Finalists (the "**Finalists**") or Recipients (the "**Recipients**") if contact details are inaccurate or incomplete, or if they fail to respond by the given deadlines.
- 17. Entrants must ensure the given preferred email address will be accessible and will permit contact from BBB GW+P and BBB WGA. BBB GW+P and BBB WGA will not be responsible for any missed communications.

PART C

Selection Process

- 18. BBB GW+P and BBB WGA will conduct a preliminary evaluation of all applications received and shortlist up to five Finalists per region.
- 19. WGA will make up to three (3) total attempts over the five-day period following each Finalist selection to contact the potential Finalists by telephone number and/or email provided on his or her Submission form. If a potential Finalist cannot be reached directly during the five-day period in which he or she is contacted, the potential Finalist may be disqualified and an alternate Finalist may be selected from among the remaining applicable eligible submissions received if time permits. In addition, BBB GW+P and WGA reserves the right to select an alternative Finalist in the event that any potential Finalist fails to comply with these Official Rules.
- 20. BBB WGA staff will score all Finalist applications received. Recipients will be announced at the BBB Torch Awards for Ethics virtual ceremony on October 27, 2022. Recipients will also be notified via email to the contact indicated in the online application form. Recipients will be honored in a BBB GW+P and BBB WGA digital magazine publication, as well.

Selection Criteria

- 21. Entrants must address all questions in concise narrative that explain how their community service activities exemplifies the given criteria. Submissions should provide a robust and accurate description of one's volunteer activities and community service efforts.
- 22. Responses must not exceed the maximum word count indicated in the online application form.
- 23. The Judges will be asked to evaluate the submissions that best meet the scope. Submissions will be judged using the following criteria:
 - 1. Eligibility of the Application as detailed below.
 - 2. The extent to which their efforts might be considered above and beyond the call of duty. Preference is given to nominees who work in the private sector; however, nominees can also work for a public or non-profit organization. Community service work noted in the application, however, should not be a function of the individual's job description.

- 3. The degree to which their efforts have made a lasting or meaningful impact on their community and to which their actions have inspired others to engage in community service; and
- 4. The length and degree of their community service efforts.

These criteria are explained in more detail below:

Eligibility of the Application

The submission has been submitted online, on-time with the required documentation and complies with the Terms and Conditions.

Applicants should respond to each question in the application, clearly illustrating truthful information about their philanthropy efforts and community service work. Applications will be ranked based on how well the applicant exemplifies and demonstrates commitment to each category. Prompts and guide questions are provided in the application.

Award

- 24. The Competition offers the following to all Finalists:
 - a. 2022 Luminare Award Finalist certificate
 - b. Social media photo feature
- 25. In addition, the Competition offers the use of the Luminare Award 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 Luminare Award for Service Finalist logo provided the graphic standards indicated below are followed.
 - b. Finalist is permitted to promote the achievement in text as follows: Luminare Award for Service 2022 Finalist.
 - c. Finalist is permitted to promote the achievement on their company website, in social media, email, and digital newsletters. Company promotions must make clear that the Luminare Award for Service was awarded to an individual and not to the company itself.
 - d. Finalist is permitted to promote the award within BBB's service area using these methods: newspapers, periodicals, directories, direct mail, billboards, 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 qualifications.
 - h. In all advertisements, the award recipient must indicate the year the award was given.

- i. Graphic Standards for the Luminare Award for Service 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.
- 26. The Competition offers the following to all Recipients:
 - a. 2022 Luminare Award Recipient trophy
 - b. 2022 Luminare Award Recipient certificate
 - c. Presentation video
 - d. Social media photo feature
 - e. Feature in a BBB WGA digital magazine
- 27. In addition, the Competition offers the Recipient the use of the Luminare Award for Service 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 Luminare Award for Service logo provided the graphic standards indicated below are followed.
 - b. Recipient is permitted to promote the achievement in text as follows: Luminare Award for Service 2022 Winner.
 - c. Recipient is permitted to promote the achievement on their company website, in social media, email, and digital newsletters. Company promotions must make clear that the Luminare Award for Service was awarded to an individual and not to the company itself.
 - d. Recipient is permitted to promote the award within BBB's service area using these methods: newspapers, periodicals, directories, direct mail, billboards, 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. In all advertisements, the award recipient must indicate the year the award was given.
- i. Graphic Standards for the Luminare Award for Service logo use:
 - 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.

General

- 28. BBB GW+P and BBB WGA reserve 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 and BBB WGA will not accept any late or misdirected entries.
- 29. 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.
- 30. Any photo or video submitted in this application grants BBB GW+P and BBB WGA permission to use in future promotions. The potential Finalists must complete and sign a publicity release granting Contest Entities the right to use Finalist's name, picture and/or likeness, or biographical information or voice for trade, advertising and publicity purposes, in any media now or hereafter known, throughout the world in perpetuity without additional compensation or consideration or notification; providing Finalist is in compliance with the Official Rules Sponsors expressly reserve the right to delay the announcement of the Finalist for any reason Sponsors deem necessary.
- 31. To protect the integrity of BBB GW+P, BBB WGA, the award itself, and all past, present and future awardees; this award, by board action, may be removed unilaterally by BBB GW+P and BBB WGA, without notice, for any cause at any time.
- 32. BBB GW+P and BBB WGA's decisions in relation to any and all aspects of the Competition are final and binding on every Entrant and no correspondence will be entered.
- 33. Disqualification of any Entrant or individual who BBB GW+P and BBB WGA have 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 and BBB WGA's sole

discretion.

- 34. BBB GW+P and BBB WGA are 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 and BBB WGA are 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.
- 35. 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 and BBB WGA, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Competition, BBB GW+P and BBB WGA reserve 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 and BBB WGA reserve all rights to recover damages and/or other compensation as may be deemed appropriate from such an offender.
- 36. In the event of war, terrorism, a state of emergency, a disaster or force majeure, BBB GW+P and BBB WGA reserve the right (subject to any written directions under applicable law) to cancel, terminate, modify or suspend the Competition. BBB GW+P and BBB WGA may also refuse entry into the competition to any individual or company subject to economic sanctions which would violate BBB GW+P and BBB WGA's legal obligations.
- 37. Limitation of Liability: BBB GW+P, BBB WGA, their 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, BBB WGA 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, BBB WGA, 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.
- 38. Information submitted within an application is subject to BBB's privacy policy, located at https://www.bbb.org/privacy-policy, BBB Wise Giving Alliance's policy at https://give.org/about-us/privacy-policy and that of Cognito Forms, provided at https://www.cognitoforms.com/legal/privacy.