

## **BraveIT 2021 Official Rules**

**NO PURCHASE OR PAYMENT IS NECESSARY TO CAST A VOTE FOR A SPONSOR-NOMINATED 501(C)(3) NOT-FOR-PROFIT ORGANIZATION. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE ANY NOMINATED 501(C)(3) NOT-FOR-PROFIT ORGANIZATION'S CHANCES OF WINNING.**

### **1. Eligibility**

Voting for Sponsor-nominated 501(c)(3) not-for-profit organizations during BraveIT 2021 (the "Contest") is open only to legal residents of the United States and District of Columbia, excluding Arizona and U.S. territories, who are eighteen (18) or older at the time of voting and the age of majority in their state of residence. Void where prohibited. Employees and directors of TierPoint, 12444 Powerscourt Drive, Suite 450, St. Louis, MO 63131 ("Sponsor") and its subsidiaries, divisions, affiliates, and advertising or promotional agencies or individuals involved with the design, production, execution or distribution of the Contest and the immediate family and household members of such individuals, are not eligible to vote. "Immediate family members" shall mean parents, stepparents, children, stepchildren, siblings, stepsiblings, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least three months a year, whether related or not.

In order to vote in the Contest, you must fully comply with the Official Rules. By voting in the Contest, you fully and unconditionally accept and agree to be bound by these Official Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of Sponsor as final and binding as it relates to the Contest. You agree that Sponsor shall retain full authority, in its sole discretion, to interpret and administer these Official Rules, and you agree to be bound by all decisions and interpretations made in good faith by Sponsor, or its designee.

### **2. Timing**

Contest begins August 2, 2021 at 12:01 a.m. Eastern Time and ends on September 15, 2021 at 11:59 p.m. Eastern Time ("Contest Entry Period"). Sponsor is the official time keeper for this Contest.

### **3. How to Vote**

During the Contest Entry Period go to <https://braveit.tierpoint.com/> and complete the online voting form by providing the required information (the "Vote").

Limit one (1) Vote per person during the Contest Voting Period. All Votes will become the property of Sponsor and may not be acknowledged or returned, and no correspondence will be entered into regarding the status of any Vote. Voters may only use one email address to vote in the Contest. You are not permitted to share the same email address with another voter. Any attempt by any voter to cast more than one (1) Vote by using multiple/different email addresses, identities, registrations and logins, or any other methods will be void and your Votes and you will be disqualified. Use of any automated system to enter is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected Votes, all of which will be ineligible in the Vote count attributed to any of the given charitable organizations. In the event of a dispute as to any Vote, the authorized account holder of the email address used to enter will be deemed to be the voter. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. All Votes become the sole and exclusive property of Sponsor and will not be returned or cancelled.

#### **4. Vote Requirements**

Each Vote must comply with the following requirements:

- (i) The Vote may not be from any person other than the voter who casts it;
- (ii) The voter must complete all required fields in the online voting form;
- (iii) The voter must cast a Vote for only one (1) of the eight (8) nominated, 501(c)(3) not-for-profit organizations;
- (iv) The voter must cast a Vote for the one (1) organization the voter believes, in the voter's best judgment, offers a technology/IT/STEM program that can (a) effectively reach the program's target audience, (b) more effectively than other nominated organization's programs increase the target audience's opportunity to successfully pursue a technology/IT/STEM-related career, and (c) achieve the aforementioned objective more efficiently than other nominated organizations' programs;
- (v) The Vote cannot itself be in violation of any law; and
- (vi) The Vote must otherwise be in compliance with these Official Rules.

Sponsor reserves the right, in its sole discretion, to disqualify any Vote that Sponsor believes, in its sole discretion, does not comply with or is in violation of these Official Rules or that otherwise contains prohibited or inappropriate content.

#### **5. Winners Determination & Donations**

After the end of the Contest Voting Period, all qualifying Votes will be tabulated by the Sponsor and:

- The 501(c)(3) not-for-profit organization that receives the greatest number of qualifying Votes will be granted a charitable donation from Sponsor of \$10,000.
- The 501(c)(3) not-for-profit organizations that receive the second and third greatest number of qualifying Votes will be granted charitable donations from Sponsor of \$5,000 each.

In the event of any tie, a panel of qualified judges assembled by Sponsor will make a determination in their sole discretion of the first, second, and third place organizations, applying the same criteria outlined for voters in Section 4(iv) of these Rules.

#### **6. Winning Organizations Notification**

POTENTIAL ORGANIZATIONAL WINNERS WILL BE NOTIFIED BY PHONE AND/OR EMAIL AND WILL BE REQUIRED TO RESPOND WITHIN FIVE (5) DAYS OF INITIAL NOTIFICATION and a qualified officer of each organization may (at Sponsor's discretion) be required to complete, sign and return to Sponsor a liability/publicity release within seven (7) days of receipt of such documents from Sponsor before accepting the donation. Failure by a winning organization to respond to the initial verification within five (5) days of initial notification or failure to return the documents prior to the deadline may result in disqualification, any donation won may be forfeited, and Sponsor may recognize the nominated organization with the next greatest number of qualifying votes as an alternate winner. Potential winners must follow the initial donation claim instructions and any subsequent donation instructions, or the donation will be forfeited in its entirety. Sponsor shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail voicemail malfunction or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information.

#### **7. Verification of Potential Winning Organizations**

In the event a potential winning 501(c)(3) organization (a) cannot be reached for whatever reason or the potential winning organization notification or donation is returned as undeliverable; (b) declines or cannot accept, receive or use the prize for any reason; or, (c) is found to be ineligible to be included in

the Contest or receive the prize, Sponsor may recognize the nominated 501(c)(3) organization with the next greatest number of qualifying votes as an alternate winner.

#### **8. Hold Harmless/Release**

**BY PARTICIPATING, EACH VOTER AND SPONSOR-NOMINATED ORGANIZATION AGREES TO INDEMNIFY AND HOLD HARMLESS THE SPONSOR AND ITS RESPECTIVE PARENT, SUBSIDIARY, AND AFFILIATED COMPANIES, THE CONTEST JUDGES, AND ANY OTHER PERSON AND ORGANIZATION RESPONSIBLE FOR SPONSORING, FULFILLING, ADMINISTERING, ADVERTISING OR PROMOTING THE CONTEST, AND ALL OF THEIR RESPECTIVE PAST AND PRESENT OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY LIABILITY WHATSOEVER, AND WAIVE AND RELEASE THE RELEASED PARTIES FROM ANY AND ALL CAUSES OF ACTION, FOR ANY CLAIMS, EXPENSES, INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, CLAIMS, COSTS, INJURIES, LOSSES AND DAMAGES RELATED TO PERSONAL INJURIES, DEATH, DAMAGE TO OR DESTRUCTION OF PROPERTY, RIGHTS OF PUBLICITY OR PRIVACY, DEFAMATION OR PORTRAYAL IN A FALSE LIGHT, WHETHER INTENTIONAL OR UNINTENTIONAL) ARISING OUT OF OR IN CONNECTION WITH THE ACCEPTANCE, POSSESSION, OR USE/MISUSE OF ANY DONATION, PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY, OR PARTICIPATION IN THE CONTEST, WHETHER UNDER A THEORY OF CONTRACT (INCLUDING, WITHOUT LIMITATION, BREACH OF THESE OFFICIAL RULES), TORTS (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), WARRANTY, OR ANY OTHER THEORY OR CAUSE OF ACTION.**

#### **9. Publicity**

Except where prohibited or restricted by law, each winning organization's acceptance of a prize constitutes such organization's agreement and consent for Sponsor and any of its designees to use and/or publish the winning organization's full name, city and state of incorporation, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by winning organization regarding the Contest or Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion purposes on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval.

#### **10. General Conditions**

Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the voting process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

#### **11. Limitations of Liability**

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by voters or nominated organizations, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the voting process or the Contest; (d)

technical or human error in the administration of the Contest or the processing of registrations; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from voters' or nominated organizations' participation in the Contest or winning organizations' receipt or use or misuse of any donation. If for any reason a vote is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, voters' sole remedy is another vote in the Contest. No more than the stated number of each donation will be awarded.

## **12. Disputes**

To the fullest extent permitted by law, by participating in the Contest, you understand and agree that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any donations awarded, shall be resolved individually, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (b) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any donations awarded, shall be resolved exclusively by the United States District Court or the appropriate Missouri State Court located in St. Louis County, MO; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with voting in this Contest, but in no event attorneys' fees; and (d) under no circumstances will voters be permitted to obtain awards for, and voters and nominated organizations hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the voters, nominated organizations, and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Missouri, without giving effect to any choice of law or conflict of law rules (whether of the State of Missouri or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Missouri.

## **13. Voters Personal Information**

Information collected from voters is subject to the Sponsor's Privacy Policy, which is available at [tierpoint.com/privacy-policy](https://tierpoint.com/privacy-policy); provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail only with respect to the conduct of this Contest.

## **14. Contest Results**

For Contest results send an email to [events@tierpoint.com](mailto:events@tierpoint.com) with the subject line stating: "Winners List - BraveIT 2021". Requests for the winner list must be received within 60 days of the end of the Contest Entry Period.