

South Shore Young Professionals Foundation Grant Official Rules (the "Official Rules")

These are the Official Rules for the South Shore Young Professionals Foundation Grant (the "Grant"). The Grant is sponsored by The South Shore Young Professionals ("Sponsor"). THIS GRANT IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK, INC., TWITTER, INC., INSTAGRAM, INC. OR LINKEDIN. By entering the Grant, contestants agree to be bound by these Official Rules.

1. GRANT PERIOD:

The Grant begins on September 7, 2022 at 9:00 AM Eastern Time and ends with the announcement of winners on or about December 7, 2022. The time period entries will be accepted ("Entry Period") is September 7, 2022 at 9:00 AM Eastern Time until October 14, 2022 at 5:00 PM Eastern Time.

2. ELIGIBILITY:

The Grant is open only to legal residents of Massachusetts who at the time of entry are independent owners of a non-profit or for-profit small business that is both domiciled and headquartered in the South Shore of Massachusetts, which has been in continuous operation selling a product or service for not less than six (6) months or more than seven (7) years at the start of the Grant and which has annual revenues of less than US \$1,000,000 (one million dollars). In addition, in order to be considered an eligible "small business" for purposes of this Grant, the owner's business must meet all of the following additional criteria:

- a) Entrant/owner must be at least eighteen (18) years of age at the time of entry;
- b) The business must be currently active, lawful, have all necessary and required licenses and registrations;
- c) Entrant/owner must be an authorized agent of the registered business;
- d) The business must be in good standing as of the date of entry and must remain so through the end of the Grant;
- e) The business must have between 1-99 employees on its payroll;
- f) The business must not in any way be affiliated with a franchised or direct seller business;
- g) The primary purpose of the business must not be in competition with the South Shore Young Professionals or any South Shore Young Professionals affiliates;
- h) The business must not be under bankruptcy protection or have judicial liens or attachments; and
- i) The business must have annual revenues of less than \$1,000,000 as demonstrated by tax returns or other means acceptable to Sponsor. Sponsor shall determine, in its sole discretion, whether an entry meets the eligibility criteria to participate in the Grant. Sponsor's decisions regarding eligibility and all other aspects of the Grant are final and binding. Sponsor, its parent and affiliated companies, and each of their respective, officers, directors, employees, agents and persons engaged in the development, production or administration of this Grant (collectively, the "Grant Parties") and the immediate family members (i.e., parent, child, sibling, and spouse) of each and/or persons living in the same household of such individuals (whether related or not) are not eligible to participate in the Grant. This Grant is subject to all applicable federal, state, and local laws and regulations, and is void in all geographic locations where prohibited by law.

3. PRIZES:

There will be a one (1) Winner: one (1) Grand Prize Winner will receive US \$7,500 (seven thousand and five hundred dollars).

4. HOW TO ENTER:

Entries will be accepted from September 7, 2022 at 9:00 AM ET until October 14, 2022 at 5:00 PM ET. All entries must be received in the manner described in these Official Rules during the Entry Period to be eligible. Upon submission, each Entry (as defined below) becomes the property of Sponsor. Entries will not be returned. All

expenses relating to participation in the Grant and/or acceptance of a Prize are the sole responsibility of each Entrant. In your own words, we want to hear about how you would use \$7,500 to help grow your business. Entering requires two (2) easy steps:

STEP 1:

Join the South Shore Young Professionals via the website at www.southshoreyoungprofessionals.org. You must be a member of the South Shore Young Professionals at the time of application submission.

STEP 2:

Complete the PDF application and essay. After submission and at the close of the application term, the Foundation Committee will review submitted applications and those that meet eligibility requirements will be submitted for a Round Two interview.

Sponsor and Releasees (as defined below) shall not be responsible for non-conforming, lost, late, incomplete, inaccurate, undelivered, misdirected, or illegible emails, entries (or any component thereof) or for inaccurate entry information, whether caused by Sponsor or participant or by any computer, technical, or human error or malfunction that may occur in the processing or judging, the administration of this Grant, or in the announcement of prizes. Incomplete and/or duplicate applications are not permitted and will be deemed void. Entries or any portion thereof received after the applicable deadline will not be considered.

Sponsor reserves the right, in its sole and absolute discretion, to declare any application or entry invalid or to determine whether or not any application, Entry or Entrant is ineligible or to modify, cancel, terminate, or suspend the Grant or these Official Rules if, in Sponsor's sole opinion, any circumstances, including but not limited to, fraud, computer virus, worms, bugs, tampering, unauthorized intervention, technical limitations or failures, human error, mistake or any other cause, threaten to corrupt or impair the administration, legality, fairness, security, integrity or proper conduct of the Grant.

Limit: one (1) entry per business. Submission of multiple entries or applications by or on behalf of the same Entrant will result in ineligibility with respect to all entries by or on behalf of that Entrant.

5. VOTING PERIOD

The Foundation Committee will review Grant applications between October 17, 2022 and November 4, 2022. Entrants are prohibited from obtaining votes by any fraudulent or inappropriate means. Fraudulent or inappropriate means include, but are not limited to the following: (a) buying or knowingly receiving purchased votes in any manner from anyone, (b) Paying for and using an email address list, (c) Offering prizes or other inducements for votes, (d) use of any automated, robotic, repetitive, programmed or similar registration or voting methods, (e) any questionable activity (as determined by Sponsor in Sponsor's sole discretion) that increases votes for an entry, including without limitation any attempts to artificially increase vote totals or trade votes.

6. FOUNDATION COMMITTEE PRESENTATION

Finalists will be invited and required to interview with members of the Foundation Committee, or "judges". The interviews will take place the week of November 7, 2021. Interviews may be conducted either in person at the South Shore Young Professionals Headquarters in Rockland, MA or via Zoom at the Foundation Committee's discretion. Schedules and venues are subject to change. Please note that the Finalists must be available on the date selected for a 30 minute allotted time period. Sponsor reserves the right to reschedule the date and/or time of the interview. Finalists will be asked the same questions by the judges. During the interview, the judges may ask additional questions. The judges will evaluate the presentations to determine winners, considering the following criteria:

- a) Clear, compelling and engaging answers (including clarity of answers to any questions posed by judges)

- b) Demonstrated commitment and passion for the business
- c) Innovativeness and originality of product or service offering, including, if applicable, how the product or services solves a problem or provides an effective solution
- d) Clear communication of the business' goals and plans for the future
- e) Clear communication of how the prize money will be used to grow the business
- f) Punctuality of Finalist

7. NOTIFICATION OF FINALISTS AND WINNERS:

The Finalists will be notified via phone at the conclusion of the interview phase. The Finalists' applications will be sent to an Anonymous Grant Review Committee not associated with the South Shore Young Professionals the week of November 14, 2022. The Anonymous Grant Review Committee will review each application and make a decision based off the Finalists' business viability and interview performance. The Anonymous Grant Review Committee will submit their vote for the Winner to the Foundation Committee. The Entrant with the most votes will be selected as the Winner.

If after notification the Winner does not respond within two (2) calendar days or such other time as specified by Sponsor, or cannot participate at the required SSYP activities following the announcement, or fail to qualify for any reason under these Official Rules, an alternate Winner will be chosen based on the Entrant with the next most votes. An Entrant is only a Winner after notification by the Sponsor and complying with the terms and conditions of these Official Rules. A Finalist is a Winner only after notification by the Sponsor and complying with the terms and conditions of these Official Rules. The South Shore Young Professionals reserves the right to not award any grant money in the case of a Finalist not complying with the terms and conditions of these Official Rules.

The Winner will be announced on or about December 7, 2022 at the South Shore Young Professionals Annual Holiday Party. The Winner will be notified by phone call prior to the announcement. In addition, Winner may be featured on the South Shore Young Professionals website, in South Shore Young Professionals social channels and South Shore Young Professionals press release(s). The Winner may also be featured in publications, social channels, and press releases of our affiliates. The Winner may not issue their own press release without prior approval by South Shore Young Professionals and doing so will result in forfeiture of any winnings. Winners may be required to execute additional consents or publicity releases as a condition of being declared a winner.

8. PRIZE MONEY ACCEPTANCE AND TAXABILITY:

By accepting a Prize, the Winner acknowledges compliance with these Official Rules. All federal, state, local or other tax liabilities arising from this Grant are the sole responsibility of each Winner, respectively. Limit of one Prize per Entrant.

A Winner may waive the right to receive the Prize. The Prize is non-assignable and non-transferable. No substitutions may be made by a Winner. Sponsor will withhold taxes from any Prize as may be required by law. Prior to receiving a Prize, Winners must execute a W-9 tax form verifying their tax identification number. Winners may be required, as requested by Sponsor, to complete and sign (i) an affidavit of eligibility/certification that such Winner has complied with the Official Rules of the Grant, and (ii) a liability and publicity release (except where prohibited by law). Failure to sign and timely return any of these documents within five (5) business days of request, or such other time as specified by Sponsor, or to comply with any term or condition of these Official Rules may result in the Winner's disqualification, the forfeiture of a Prize, and, at Sponsor's sole discretion, the presentation of the forfeited Prize to a substitute recipient. A Prize not won and/or claimed by a Winner and not awarded to a substitute recipient by Sponsor in accordance with these Official Rules will remain the property of Sponsor.

9. DISQUALIFICATION:

Sponsor reserves the right, in its sole discretion, to disqualify any Entrant at any time if the Entrant or any agent, employee, or representative of Entrant is found or suspected of tampering with the entry process, voting process or the Grant; to be acting in violation of these Official Rules; or to be acting in an inappropriate or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

Should Sponsor determine, in its sole discretion, that any Entrant, Finalist or Winner has violated any of the prohibitions contained in these Official Rules or should be disqualified for any other reason, Sponsor shall have no obligation to award a Prize to such Entrant, Finalist or Winner.

As a condition of applying for the Grant, or declaring any Entrant a finalist or a Winner, Sponsor reserves the right to conduct a background check on any potential Finalist and/or Winner and reserves the right in its sole discretion to disqualify any Entrant based on such background check if in its sole discretion, the Sponsor determines that awarding a prize to such Entrant or permitting the Entrant to present at the panel presentation might reflect negatively on the Sponsor's image and/or reputation.

10. LICENSES AND WAIVERS

In consideration for your participation in the Grant, you, on behalf of yourself, any third party from whom you have obtained a license as provided in any sections above, hereby grant to Sponsor a worldwide, non-exclusive, royalty-free, perpetual (for the duration of the applicable copyright), these rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats. All rights not expressly granted by you are hereby reserved.

You understand that applicant logo and business name use by Sponsor may include, but will not be limited to: (i) Posting on the Sponsor and/or YouTube websites, which are made publicly available and subject to the applicable rules and licenses; (ii) Review by Sponsor and its panel of judges; and (iii) reproduction, distribution and modification by or for Sponsor (and its licensees, successors, assigns and affiliates) for promoting their products and services, including, without limitation, online and offline distribution, and display and Entrant.

11. GENERAL RELEASE/INDEMNIFICATION/LIMITATION OF LIABILITY/DISPUTES:

By participating in the Grant, each Entrant hereby agrees to release, defend, indemnify and hold harmless Sponsor, Facebook Inc., YouTube Inc., Twitter Inc., and their parent and affiliate companies and each of their directors, officers, employees, representatives, and agents ("Releasees") from and against any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Grant, your participation in the Grant, or with the acceptance, possession, use or misuse of or defect in any Prize (including, without limitation, claims, costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light). Sponsor is not responsible for any incorrect or inaccurate information, whether caused by technical or human error or otherwise which may occur in the processing of entries or voting in this Grant or in the running of this Grant. Sponsor will not be responsible for typographical, printing or other errors in these Official Rules or in other materials relating to the Grant.

Applicable law may not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. In such cases, the Releasees' liability will be limited to the fullest extent permitted by applicable law. Performance of any derivative thereof on Sponsor's website or social media platforms. You acknowledge that no compensation will be paid to you for any uses.

Each Entrant also agrees and acknowledges that participation in the Grant shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between Sponsor and

Notwithstanding anything set forth above, to the extent that the preceding release is determined by a tribunal of competent jurisdiction to be invalid, unenforceable or void for any reason, each Entrant agrees that, to the fullest extent permitted by law (i) any and all disputes, claims, and causes of action arising out of or in connection with the Grant, or any awards awarded shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred by such Entrant, but in no event attorney's fees and no greater than \$1,000; and (iii) under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim, incidental, punitive or consequential damages.

12. CONSTRUCTION, WAIVER AND DISPUTE RESOLUTION:

The construction, validity, interpretation and enforceability of these Official Rules, and all issues and questions relating thereto, along with the rights and obligations of all Entrants and of Sponsor, shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law rules or provisions. In the event that any provision is determined to be invalid or otherwise unenforceable, such determination shall not affect the validity or enforceability of any other provision, and these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

Any specific waiver of any obligation hereunder by Sponsor does not constitute a general waiver of that obligation nor of any other obligation of Entrant.

Any dispute concerning this Grant shall be submitted to binding arbitration in Massachusetts within one (1) year from the date that the cause of action arose (or, if multiple cause of actions are involved, from the date that the first cause of action arose), with such arbitration conducted pursuant to the then prevailing rules of the American Arbitration Association. To the fullest extent permitted by law, no arbitration brought pursuant to these Official Rules shall be joined to any other arbitration initiated pursuant to these Official Rules.

13. USE OF SPONSOR'S INTELLECTUAL PROPERTY:

For the sole purpose of participation in this Grant, Sponsor grants each Entrant a non-exclusive, royalty-free license to use only the copyrighted material owned by Sponsor in the creation of the Entrant's submission, subject to the entry restrictions and guidelines contained in these Official Rules. The Sponsor's copyrighted material that is eligible for this license is available on the following website:
<https://www.southshorechamber.org>.

This license extends only to applications that Sponsor receives in accordance with these Official Rules. This license does not extend to applications created in connection with this Grant, but not submitted to Sponsor in accordance with these Official Rules. Use of any trademarks, copyrights, and other intellectual property owned by Sponsor in any other form or media not submitted to Sponsor in connection with this Grant and in accordance with these Official Rules constitutes an unauthorized use and infringement of the intellectual property rights of Sponsor and Sponsor hereby reserve all rights and remedies available to Sponsor at law or in equity to enforce these Official Rules, including, but not limited to, the enforcement of any trademark, copyright and other intellectual property rights owned by Sponsor.

14. USE OF CONTACT INFORMATION; PUBLICITY:

By entering the Grant and providing an email address, each Entrant grants Sponsor express permission to send Entrant emails related to the Grant, including, but not limited to communications to verify eligibility, notification of Finalists and/or Winners, or other follow-up emails (including emails to gather feedback regarding the Grant which feedback may be used by South Shore Young Professionals in the planning and design of future Grants). Acceptance of a Prize constitutes permission for the Sponsor and its designees to use the Winner's name, city/town, photograph, business description, video, other likenesses and information in connection with

administering and promoting the Grant and for advertising, promotional or trade purposes, including but not limited to online announcements, in commerce and in all media worldwide without limitation or additional compensation, except where prohibited by law.

15. TRADEMARKS AND COPYRIGHTS:

South Shore Young Professionals and associated marks and logos are trademarks of Sponsor, and may only be used as expressly permitted herein. Facebook, Twitter, YouTube and all other brand names used herein are registered and/or unregistered trademarks of their respective owners and are used for descriptive purposes only. No endorsement, authorization or sponsorship on the part of such entities is intended or implied by such use.

Sponsor respects the copyrights and other intellectual property rights of third parties and does not endorse, promote, or contribute to the infringement of third party rights. If properly notified that any application submitted in the Grant infringes another's intellectual property rights, Sponsor will consider such claim and take action as it deems appropriate and consistent with applicable law.

16. WINNERS LIST

The name of the Winner may be obtained following the end of the Grant on or about December 7, 2022 by visiting this url: <https://www.southshorechamber.org> or may be requested via mail to South Shore Young Professionals, 1050 Hingham Street, Rockland, MA 02370. Attention: "Foundation Grant"