



POWERED BY UNITED WAY OF MIAMI-DADE

THE 2020 INSPIRE305 CONTEST

OFFICIAL RULES

NO PURCHASE OR CONTRIBUTION REQUIRED TO PARTICIPATE.

These Official Rules shall govern all methods of participation in the Inspire305 Powered by United Way of Miami-Dade Contest (“Contest”), including the application, selection of finalists and voting processes. All participants in this Contest agree to, and shall, comply with these Official Rules. All interpretations of these Official Rules by United Way of Miami-Dade, Inc. are final.

1. SPONSOR. This Contest is sponsored by United Way of Miami-Dade, Inc., a Florida nonprofit corporation, located at 3250 SW 3rd Avenue, Miami FL 33129 (“United Way”).

2. PURPOSE OF CONTEST. This Contest is being sponsored for the sole purpose of furthering the United Way’s charitable initiative in Miami-Dade County, Florida. The goal of this Contest shall be to promote the United Way’s charitable initiative within the Miami-Dade community as well as engage younger, more digital savvy observers and volunteers. At the conclusion of this Contest, two local nonprofits will be selected as the winners of the Contest. First place shall receive a prize of \$25,000.00 and second place shall receive a prize of \$10,000 (collectively, “Prizes”). The Prizes shall be used by the two local nonprofits to assist with their respective charitable missions. The use of the Prizes shall be subject the United Way’s final approval.

3. ELIGIBILITY. This Contest is open only to nonprofit organizations registered to do business in the State of Florida (“Eligible Organizations”). Void where prohibited by law. Eligible Organizations whose employees, directors and officers, and their immediate families (spouse, parents, children, siblings, and their respective spouses), and their respective household members (whether related or not), are employed by or sit on the board of United Way or any of its committee or volunteer groups with discretionary power or with the possibility to in any way affect the determination of an Eligible Organization to participate or win the Contest, are not eligible to enter. In addition to the general requirements above, all Eligible Organizations must:

- (i) be registered as federal income tax exempt organizations under Section 501(c)(3) of Title 26 of the United States Code and provide their federal income tax exempt status certification letter and employer identification number;
- (ii) have a formal written charitable purpose or mission which seeks to improve the conditions of individuals and/or families located in Miami-Dade County, Florida, in one of the following areas: education, financial stability or health, and be conducting business in the State of Florida for the sole purpose of fulfilling their respective charitable purposes or missions;

Innovating for good
inspire305.org | #Inspire305

- (iii) have been incorporated between 2010 and 2019;
- (iv) employ 20 or fewer full-time employees;
- (v) serve Miami-Dade County, Florida;
- (vi) not be current recipients of any form of funding from the United Way;
- (vii) not have been a previous Inspire305 winner (Grand Innovator or Trailblazer); and
- (viii) not currently or have previously been subject to any sanctions imposed by any domestic or foreign government, including its political subdivisions or instrumentalities as those terms are defined by Section 1603 of Title 28 of the United States Code.

4. DISQUALIFICATION OF ELIGIBLE ORGANIZATIONS. In the sole and absolute discretion of the United Way, Eligible Organizations may be deemed ineligible if they:

- (i) are currently, or have previously been, subject to an investigation by any local, state or federal law enforcement or other governmental entity, relating to any allegation of fraud, misconduct (financial or otherwise) or other criminal activity;
- (ii) promote or encourage, directly or indirectly, the use of weapons, illegal drugs, prostitution, pornography, violence, or the underage consumption of alcohol;
- (iii) promote or encourage, directly or indirectly, the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- (iv) discriminate on the basis of any race, age, gender, disability, sexual orientation, ethnicity, religion, political orientation, national origin, citizenship, ancestry, marital status, veteran status, mental or physical disability or condition;
- (v) disparage (in writing or otherwise), or act by means of adversarial or confrontational tactics to impact a product, service, person, industry, or organization including, but not limited to, the United Way or participants in any program sponsored by the United Way, including this Contest;
- (vi) conduct themselves in an unsportsmanlike, inappropriate or other manner not consistent with the United Way's mission while participating in any program sponsored by the United Way including this Contest; or

(vii) violate any term in these Official Rules;

Eligible Organizations may be deemed ineligible to participate in this Contest at any time, including after the Prizes have been awarded. All decisions by the United Way will be final.

5. ELIGIBLE ORGANIZATIONS' METHOD OF ENTRY.

No purchase or contribution is required to participate in the Contest.

A. Application Process/Use of Information

Beginning at **12:01 a.m. EST** on **March 5, 2020** and ending at **11:59 p.m. EDT** on **April 16, 2020**, Eligible Organizations may submit a completed application packet to the United Way ("Application"). Application packets and instructions for completing and submitting the Application may be found at www.inspire305.org. Applications may be submitted at inspire305.org or by email to United Way at inspire@inspire305.org. Only Applications that are fully completed will be considered and include a "pitch" video of no more than one minute in length that displays and describes the work and charitable mission/purpose of the Eligible Organization. All Applications not timely received may be rejected by United Way in its sole and absolute discretion. United Way's clock determines time.

By entering this Contest, Eligible Organizations are providing their information to United Way. United Way will be collecting personal, business and proprietary data about Eligible Organizations, including their employees, directors and officers, in accordance with its privacy policy. Please review the United Way's privacy policy at www.inspire305.org. By participating in the Contest, Eligible Organizations hereby agree to United Way's collection and usage of their personal, business and proprietary information and acknowledge that they have read and accepted the United Way's privacy policy.

B. Selection of Finalists

Beginning at **12:01 a.m. EDT** on **April 17, 2020** and ending at **11:59 p.m. EDT** on or about **May 14, 2020**, all timely received Applications will be reviewed by a committee formed by United Way ("Selection Committee") who will select up to five finalists eligible to win one of the Prizes ("Finalists"). The Selection Committee will use the criteria below to select the Finalists:

- Meet all eligibility requirements
- Make a compelling and unique case for the innovativeness and effectiveness of approach to achieve its charitable purpose or mission;
- Evidence problem/need being addressed
- Completeness and clarity of purpose for grant/award use

- Grant/award purpose alignment with mission
- Complementary, realistic, and engaging volunteer project
- Clear mission and purpose
- Address a need for their target population
- Demonstrated results and impact
- Volunteer board of directors made up of individuals from the community, non-relatives
- Clear use of prize for specific, intended purpose
- Strong financial position to sustain current programs and corresponding support expenses.
- Proof of nonprofit status: (501(c)(3) certification
- Non-discrimination policy, i.e., Organization does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations including, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, provision of services, and commitment to an inclusive and welcoming environment for all members of staff, volunteers, subcontractors, vendors, and clients.
- Pitch video creativity and reasoning

The Finalists will be announced on or about **May 15, 2020**. All decisions by the Selection Committee are final.

C. Public Voting/Selection of Winners

Beginning on or about **May 15, 2020 at 12:01 a.m. EDT** and ending at **11:59 p.m. EDT** on or about **May 29, 2020** (the “Voting Period”), Eligible individuals (“Eligible Voters”) will have the opportunity to vote for a finalist (“Voting Process”) on inspire305.org by providing their first name, last name and a valid email address to United Way. The Finalists will be featured on the Contest’s website found at www.inspire305.org during the Voting Period.

- (i) Each Eligible Voter will be allotted one (1) online vote per day beginning at **12:01 a.m. EDT** on or about **May 15, 2020** and ending at **11:59 p.m. EDT** on or about **May 29, 2020**, (“Online Votes”) by submitting their Online Votes at www.inspire305.org. Failure to provide this information will preclude an Eligible Voter from submitting an Online Vote. Eligible Voters are limited to one Online Vote per person and email address per day. Online Votes will be declared made by the authorized account holder of the e-mail address submitted at the time of entry. “Authorized account holder” is defined as the natural person who is assigned to an email address by an internet access provider, on-line service provider, or other organization (e.g., business, educational institution etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

- (ii) In addition to the allotted one online vote per day during the Voting Period, each Eligible Voter shall be able to submit one (1) additional vote by the text-to-vote option during the Contest's finale day **between 7:01 a.m. EDT and 4 p.m. EDT** on or about **June 4, 2020** ("Text Votes"). Text Votes will have a value equal to two (2) Online Votes. Eligible Voters will be required to supply the required participant code assigned to each of the Finalists. United Way will assign and disseminate participant codes to the general public on or about **June 4, 2020** at or about **7:00 a.m. EDT** using several delivery methods, including via email to Finalists and Eligible Voters who submitted an Online Vote and various social media outlets. Standard data and text charges will apply to Text Votes.

- (iii) In addition to the allotted one online vote per day during the Voting Period, and the text-to-vote option during the Contest's finale day, each Eligible Voter shall be able to submit one (1) additional vote by the text-to-vote option during the Contest's finale event after all finalists have pitched their organization on or about June 4, 2020. Text Votes will have a value equal to five (5) Online Votes. Eligible Voters will be required to supply the new participant code assigned to each of the Finalists. United Way will assign and disseminate participant codes to those in attendance of the finale event on or about **June 4, 2020** at or about **8:00 p.m. EDT**. Standard data and text charges will apply to Text Votes.

Detailed instructions for submitting both Online Votes and Text Votes may be found online at www.inspire305.org.

The Voting Process is subject to all applicable federal, state and local laws. United Way is not responsible for any late, incomplete, void, corrupted, misdirected, or otherwise erroneous votes or for any problems, malfunctions or technical difficulties that arise in connection with the Voting Process. United Way will not be required to count and may determine votes to be void, in its sole and absolute discretion, if a vote cast for a Finalist is late, lost, misdirected, incomplete, void, or corrupted, made in unlawful or illicit manner, or is otherwise erroneous, as determined in United Way's sole and absolute discretion, including: (i) any votes later determined to be ineligible by United Way in its sole and absolute discretion; (ii) votes achieved through automated means by registering more than one user profile, using another Eligible Voter's name, as well as those that are achieved through other fraudulent or inappropriate means; or (iii) any votes by Eligible Voters deemed to display conduct that is not consistent with the United Way's charitable mission or otherwise not consistent with these Official Rules. United Way reserves the right to disqualify any Eligible Organization in its sole and absolute discretion if such Eligible Organization receives any votes not consistent with these Official Rules or is deemed to have encouraged or perpetrated any voting not consistent with these Official Rules.

6. PROMOTION OF CONTEST. Eligible Organizations are encouraged to promote their participation in the Contest (“Promotion”). Eligible Organizations’ Promotion may include posting videos, photos, and other miscellaneous content on their website and social media platforms in accordance with those social media platforms’ rules. Eligible Organizations, by participating in the Contest, grant United Way and its affiliates, a non-exclusive, perpetual, irrevocable, royalty-free, license to use any material used by the Eligible Organization’s in connection with their Promotion (“Promotion License”). This Promotion License includes the right to disseminate the Eligible Organization’s name, statements, photographs, videos, voice recordings and likeness for purposes of promoting the Contest. In addition, each Eligible Organization consents to the use of its name, statements, photographs, videos, voice recordings and likenesses for publicity purposes, as well as any other purpose associated with the Contest. Eligible Organizations agree that no form of compensation shall be paid to the Eligible Organizations in connection with the Promotion or Promotion License.

7. PROHIBITED PROMOTION BY ELIGIBLE ORGANIZATIONS. Each Eligible Organization represents and warrants that it will not post any content referencing, facilitating, containing or using Prohibited Content as defined herein. “Prohibited Content” includes any content that violates applicable local, state and federal law and these Official Rules. Prohibited Content also includes:

- (i) Content which promotes, suggests or encourages gambling, including without limitation, any content related to online casinos, sports books, bingo or poker; the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products; or the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government; and
- (ii) Content that contains obscene, defamatory, libelous, slanderous and/or unlawful content; content that infringes upon, or otherwise violates, the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; content that is deceptive or fraudulent; hate speech, or other discriminatory, disparaging or denigrating content, whether directed at an individual or a group, and whether based upon race, age, gender, disability, sexual orientation, ethnicity, religion, political orientation, national origin, citizenship, ancestry, marital status, veteran status or mental or physical disability or condition; content that disparages, denigrates, or uses adversarial or confrontational tactics to impact a product, service, person, industry, or organization including, but not limited to, United Way or participants in the Contest; content advancing a particular political party or candidate or supporting lobbying for any particular party or candidate, or expanding or encouraging a membership or a particular political party, candidate or lobbying effort; content, as determined in United Way’s sole and

absolute discretion, inconsistent with these Official Rules; or unsportsmanlike conduct.

8. PRIZES AND NOTIFICATION OF WINNERS. United Way will award a total of Thirty Five Thousand US dollars (\$35,000.00) as follows: (i) \$25,000.00 (“First Place Prize”) to the Finalist(s) that receives the most cumulative Online Votes and Text Votes during the Voting Period and (ii) \$10,000.00 (“Second Place Prize”) to the Finalist(s) that receives the second most cumulative Online Votes and Text Votes during the Voting Period. United Way will announce the winners during the finale presentation for the Contest on or about **June 4, 2020**. In the event of a tie among winners for either the First Place Prize and/or Second Place Prize, the applicable prize will be equally divided among the winners for each category of prize. United Way will not award more than a total of \$35,000.00, in the aggregate, for the First Place Prize and Second Place Prize.

Potential winners will be contacted with further instructions for claiming their prizes, and must follow the provided instructions to claim their respective prize within seven days of being notified. Inability to contact a potential winner within seven days may result in disqualification and selection of an alternate winner. Winners must sign and deliver to United Way its forms of Affidavit of Eligibility and Liability/Publicity Release. Subject to applicable law, each winner irrevocably grants United Way the right to use winner’s name, photograph, voice and/or biographical data for advertising, promotional and publicly purposes, worldwide in perpetuity, in all forms of media, including, social media and the United Way’s website without obligation or consideration except awarding the prize to the winner(s). Upon receipt of the signed forms, United Way will distribute the prizes in accordance with the terms below.

The First Place Prize and Second Place Prize will be distributed in accordance with the following:

- (i) First Place Prize: 50% of the total First Place Prize allotted to the selected finalist(s) will be paid on or before thirtieth (30th) day following the Contest’s finale presentation, 25% of the remainder of such First Place Prize will be paid on or before the fifteenth (15th) day prior to the execution of the required volunteer project, and the remaining 25% of such First Place Prize will be paid on or before the fifteenth (15th) day after the completion of the required volunteer project.
- (ii) Second Place Prize: the complete Second Place Prize allotted to the selected finalist(s) will be paid on or before the thirtieth (30th) day following the Contest’s finale presentation.

Winners shall be required to use the Prizes solely to promote their respective charitable missions. The use of the Prizes shall be subject United Way’s final approval. In the event a Finalist has failed to comply with these Official Rules, United Way reserves the right to withhold any portion of the First Place Prize or Second Place Prize awarded through the Contest. In addition, United

Way reserves the right to seek reimbursement of any prize money paid through the Contest in the event that a Finalist(s) fails to adhere to these Official Rules.

Unless stated otherwise, winners are responsible for all applicable taxes in connection with their prize, including all federal, state and local taxes and the reporting consequences thereof. The United Way will comply with all Internal Revenue Service and other government reporting obligation. Winners must provide tax and personal information as a condition of being awarded the Prizes.

To obtain a list of Winners, send a self-addressed, stamped envelope after June 4, 2020 and before July 6, 2020 to the United Way of Miami-Dade, Inc., 3250 SW 3rd Avenue, Miami FL 33129, attention to Inspire305 Winners.

9. WARRANTIES AND DISCLAIMERS. Each Eligible Organization represents and warrants that all information or data submitted in connection with its Application does not: (i) infringe on the intellectual property right of any third party; (ii) contain confidential information that violates any obligation of confidentiality between the Eligible Organization and any third party; (iii) contain any viruses, spyware, malware or other malicious components that are designed to harm the functionality of a computer, including its hardware and software, in any way; (iv) contain information that is unlawful, inappropriate, slanderous, libelous, defamatory, disparaging, discriminatory, indecent, obscene, hateful or tortuous. Each Eligible Organization participating in the Contest represents and warrants that it has not and will not take any action that interferes with the rights granted to the United Way under these Official Rules.

10. LIMITATION OF LIABILITY. By participating in this Contest, Eligible Organizations agree to release and hold harmless United Way, as well as its officers, directors, employees, agents and representatives and each of their respective successors, representatives and assignees, (“Released Parties”) from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Contest and/or acceptance, receipt, possession or use, misuse or non-use of the prize. United Way reserves the right to change at its discretion, any of the rules hereby presented. Participants will be duly notified of such change in the appropriate time period. By entering, Eligible Organizations also authorize the United Way and its designees to use their name, voice, likeness, photograph, prize information (if applicable), biographical data and city and state of residence in programming, advertising and/or promotional material without compensation to the extent permitted by law.

United Way is not responsible for late, lost or misdirected email or for any computer, online, telephone or technical malfunctions that may occur. If for any reason, the Contest is not capable of running as planned, including infection by computer virus, bug, tampering, unauthorized intervention or technical failure of any sort, United Way may cancel, terminate, modify or suspend the Contest. Eligible Organizations further agree to release United Way from any liability resulting from, or related to participation in the Contest. United Way is also not responsible for failed, partial

or garbled computer transmissions, for technical failures of any kind affecting the Contest in any manner, including but not limited to electronic malfunction or damage of any network, hardware or software. The foregoing also includes any malfunction/error/failure deemed by United Way in its sole discretion to impact the availability or accessibility of submissions by Eligible Organizations or the transmission or receipt of winner notifications. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud or technical failures beyond United Way's control that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest (including entries or otherwise), United Way reserves the right, in its sole discretion, to disqualify any individual, whether or not the individual is a participant in the Contest, who tampers with the entry process and to terminate, modify or suspend the Contest. In such event, United Way reserves the right to conduct the Contest and select prize winners for affected Contest Period by means of a random drawing from among all eligible entries received prior to and/or after (as appropriate) the action taken by United Way for the affected Contest Period or otherwise in a manner that is fair, appropriate and consistent with these Official Rules as determined by United Way in its sole discretion. No responsibility is assumed for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or loss, destruction or unauthorized access to, or alteration of, entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, providers, computer equipment or software, or failure of any email or electronic entry or participation to be received due to technical problems or traffic congestion on the Internet or at any website/platform, or any combination thereof, including any injury or damage to any person's computer or wireless mobile device related to or resulting from participation in or downloading any materials from this Contest. Eligible Organizations entering the Contest further agree not to knowingly damage or cause interruption of the Contest and/or to prevent others from participating in the Contest.

11. GOVERNING LAW AND DISPUTES. To the fullest extent permitted by law, Eligible Organizations agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or the awarding of prizes shall be determined by binding arbitration in Miami, Florida by and under the American Arbitration Association Rules for consumer related disputes and judgement and the award by the arbitrator(s) may be entered in any court with competent jurisdiction in the State of Florida; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of the entrant and United Way in connection with the Contest shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other

jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.

12. SEVERABILITY. The invalidity, illegality, or unenforceability of any provision of these Official Rules shall in no way affect the validity, legality, or enforceability of any other provision hereof. Any invalid, illegal, or unenforceable provision shall be deemed severed from these Official Rules and the balance of these Official Rules shall be construed and enforced as if these Official Rules did not contain such invalid, illegal, or unenforceable provision.