## **Official Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN.

Sponsor, Administrator & Prize Provider: Superstar Foundation, 3500 Boston Street, STE 502, Baltimore, MD 21224 ("the Superstar Foundation").

1) <u>Acceptance of Official Rules</u>. By entering the "Superstar Awards" ("the Awards"), you ("you" or the "Participant") hereby accept and agree to these official rules (the "Official Rules") and the decisions of GuideStar in connection with the Awards.

2) <u>Eligibility</u>. As the purpose of the Awards is to highlight or reward performance by social workers, case managers, and/or direct service staff who work directly with the target population of an organization, the Awards is open to any individual who: (a) is an employee of a tax-exempt organization that has earned the Platinum GuideStar Seal of Transparency as of 11 p.m. PT November 23, 2016; (b) is a front-line staff member who provides direct services to individuals and their families or who is in a management or supervisory role but also carries a caseload or dedicates at least 50 percent of his/her time to direct service; and (c) has been employed in this capacity at an eligible organization for at least 6 months of 2016.

Not eligible to enter the Awards are employees or agents of the Superstar Foundation, GuideStar, the Superstar Foundation's or GuideStar's advertising and promotion agencies and members of the immediate families and households of such employees or agents. The Awards is void outside of the fifty U.S. states and the District of Columbia and where prohibited by law. The Awards is governed by U.S. law and is subject to all applicable federal, state and local laws and regulations.

3) <u>How to Participate</u>. The Awards nomination window will be open between 8:00 a.m. Eastern time September 30, 2016, and 11 p.m. Pacific time November 23, 2016. During this period representatives of eligible nonprofits will be able to nominate staff members or an individual may nominate him- or herself online at this link: http://www.superstarfoundation.org/Partners/Award/GS

The Superstar Foundation will only consider nominations that are submitted online.

4) <u>Selection of Superstar Awards Winner</u>. The Awards winner will be selected through a judging process conducted between November 24 and December 7, 2016, among all eligible entries. The judging process consists of a number of guest judges from GuideStar using a scoring matrix to evaluate all eligible entries. The Superstar Foundation will determine which entries are eligible and given to the guest judges. Guest judges will be randomly assigned to eligible nominations for scoring, and all nominations will be scored by at least two (2) judges. At the end of the scoring process, a special Awards committee comprised of GuideStar employees will evaluate the top five (5) scored eligible nominations and select the Awards winner. After confirming that the potential Awards winner meets all eligibility requirements, the Superstar Foundation will notify that individual. The potential Awards winner will be required to respond to the Superstar Foundation five (5) working days of notification with the required information requested and an executed publicity release, or prize will be forfeited. Odds of winning will

depend on the number of eligible entries received during the open nomination period and the number of high-quality nominations. No transfer or assignment of the Awards is permitted.

5) <u>Grand Prize</u>. The Superstar Foundation will write a \$5,000 check to the winning individual. Organizations are not eligible to receive the prize. The Superstar Foundation will mail the check to the Awards winner within four (4) weeks of receiving the information and release described in Section 4. The Awards winner will be required to complete a W-9 form, to approve public messaging about the Awards, and to provide the Superstar Foundation with a headshot for promotional purposes.

6) Internet. If for any reason the Awards is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Superstar Foundation, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Awards, the Superstar Foundation reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Awards. The Superstar Foundation is not responsible for any problems or technical malfunction of any telephone network (wired or wireless) or telephone lines, wireless device, computer on-line systems, servers, or providers, computation of point totals, computer equipment, software, failure of any e-mail or entry to be received by the Superstar Foundation on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to participant's or any other person's computer and/or wireless device relating to or resulting from participation in the Awards.

7) Improper Conduct. The Superstar Foundation, in its sole discretion, may disgualify any participant from participation in or use of any or all portions of this Awards, and refuse to award the prize, if such participant engages in any conduct that the Superstar Foundation deems to be improper, unfair or otherwise adverse to the operation of the Awards or detrimental to other entrants of the Awards. Such improper conduct includes, without limitation, falsifying personal information required during entrant registration or the Awards claim. Participant agrees that the Superstar Foundation may void any part of the Awards that Participant may have won and/or require the return of any part of the Awards that Participant may have won as a result of such improper conduct. Participant further acknowledges that any forfeiture of the Awards and/or return of the Awards shall in no way prevent the Superstar Foundation from pursuing other avenues of recourse such as criminal or civil proceedings in connection with such conduct. WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE AWARDS MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SUPERSTAR FOUNDATION RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

8) <u>Awards Errors</u>. The Superstar Foundation and GuideStar assume no liability and are not responsible for, and you hereby forever waive any rights to any claim in connection with, errors and/or ambiguity: (a) in the Awards; (b) in any related advertising or promotions of the Awards; and/or (c) in these Official Rules. In the event of any ambiguity(ies) or error(s) in these Official Rules, the Superstar Foundation reserves the right to modify these Official Rules for clarification purposes or to correct any such ambiguity or error(s) without materially affecting the terms and

conditions of the Awards. Decisions made by the Superstar Foundation are final and binding in all matters relating to this Awards.

9) <u>Release and Indemnity</u>. Each entrant in this Awards, including, without limitation, the Awards winner, hereby releases and agrees to hold harmless the Superstar Foundation and GuideStar from any and all liability for any injuries, loss or damage of any kind to person, including death, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of the Awards, participation in the Awards and participation in any activity related to the Awards.

10) <u>Reporting</u>. The Awards winner is responsible for reporting his/her Awards winnings, as may be required by applicable law.

11) Limitation of Liability. IN NO EVENT WILL THE SUPERSTAR FOUNDATION OR GUIDESTAR BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE AWARDS OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE AWARDS. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

12) <u>Disclaimer of Warranties</u>. THE AWARDS IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

13) <u>Binding Arbitration</u>. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules and/or the Awards. Any controversy or claim arising out of or relating to these Official Rules and/or the Awards shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of Maryland, in the city of Baltimore, and judgment on the arbitration award may be entered into any court having jurisdiction thereof.

14) <u>Governing Law and Jurisdiction</u>. The Awards is governed by U.S. law and is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Administrator in connection with the Awards, shall be governed by, and construed in accordance with, the laws of the State of Maryland, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Arbitration section of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Maryland, City of Baltimore.

15) <u>Winners List/Official Rules Requests</u>. To obtain the name of the Superstar Awards winner, available after December 7, 2016, mail a self-addressed stamped envelope to: Superstar Foundation, 3500 Boston Street, STE 502, Baltimore, MD 21224, ATTN: Counsel. To obtain a copy of these Official Rules, mail a self-addressed stamped envelope to: Superstar Foundation, 3500 Boston Street, STE 502, Baltimore, MD 21224, ATTN: Counsel. Requests for Official Rules received after December 7, 2016, will not be honored. Residents of Vermont may omit return postage for Official Rules request. The name of the Superstar Awards winner will be posted on <u>www.superstarfoundation.org and may be posted on www.guidestar.org</u>.