

Empowering Equality Program
Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN.

The Empowering Equality Program contest (the “Program”) begins August 15, 2020 at 12:00:01 a.m. Eastern Time (“ET”) and ends at 11:59.59 pm ET on December 1, 2020 (the “Program Period”). The Program Period shall flow as follows:

- A “**Submission Period**” beginning at 12:00:01 a.m. ET on August 15, 2020 and ending at 11:59:59 p.m. ET on September 30, 2020;
- A “**Finalist Judging Period**” running concurrent with the Submission Period through on or about October 14, 2020;
- A “**Top Ten Finalist Notification Period**” beginning at 12:00:01 a.m. ET on October 15, 2020 and ending at 11:59:59 p.m. ET on October 21, 2020;
- A “**Public Voting Period**” beginning at 12:00:01 a.m. ET on November 2, 2020 and ending at 11:59:59 p.m. ET on November 16, 2020;
- A “**Final Judging Period**” taking place on November 17, 2020 thru November 30, 2020; and
- The **Grand Z Winner** announcement will take place on or about December 1, 2020.

ELIGIBILITY: Program is open only to registered 501(c)3s located in the greater metropolitan Atlanta, GA area as defined by the Metro Atlanta Chamber (see <https://www.metroatlantachamber.com/resources/most-popular/map-of-metro-atlanta>) (each, a “**Qualifying Charity**”). Representatives who submit on behalf of a Qualifying Charity must be authorized representatives of the Qualifying Charity who have authority to bind the Qualifying Charity to these Official Rules and all other agreements that a Qualifying Charity may have to enter into as a condition of participating in this Program and/or accepting a prize or award. The Official Judges, employees of Ideabar, LLC, a subsidiary of a Cox Enterprises, Inc. (“Sponsor”), employees of Cox Enterprises, Inc. (“Cox”), and each of their respective parents, subsidiaries, affiliates, promotion and advertising agencies, and members of their immediate family (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter the Program on behalf of a Qualifying Charity. The Program is subject to all applicable federal, state and local laws. Void where prohibited by law.

HOW TO ENTER: During the Program Period, visit <https://empoweringequality.ideabar.agency/> (the “Website”) and follow the instructions to complete the “Submission” (as defined below) and provide the following:

1. A no more than five hundred (500) word essay describing how the Qualifying Charity advances racial equality and social justice in the greater metro Atlanta area (the “Essay”);
2. A one (1) page outline of how the Qualifying Charity envisions collaborating with Ideabar to utilize the prize or award;
3. Two (2) testimonial letters from executive leadership/board members of the Qualifying Charity;
4. Two (2) testimonial letters from people positively impacted by the Qualifying Charity’s work; and
5. A copy of the Qualifying Charity’s most recent IRS Form 990.

6. Total, combined percentage of executive leadership team and board of directors (if applicable) who are any of the following racial/ethnic minorities:
- Hispanic or Latino - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
 - Black or African American (Not Hispanic or Latino) - A person having origins in any of the black racial groups of Africa.
 - Native Hawaiian or Pacific Islander (Not Hispanic or Latino) - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
 - Asian (Not Hispanic or Latino) - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
 - Native American or Alaska Native (Not Hispanic or Latino) - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.

Items 1 – 6 above shall collectively be referred to herein as the “Submission.” Submission of erroneous or incomplete information will void the Submission. Except as otherwise provided herein, neither Sponsor nor Cox will enter into any correspondence with a Qualifying Charity regarding a Submission.

REQUIREMENTS OF SUBMISSIONS: Submissions may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group;
- appears to duplicate any other Submissions;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or
- violates any law.

By submitting a Submission, the representative of the Qualifying Charity warrants and represents that he/she and any persons appearing or who are identifiable in the Submission consent to the use of the Submission in the Program and to its use as otherwise set forth herein.

FINALIST JUDGING: All eligible Submissions received throughout the Program Period will be judged by representatives of Sponsor based on the following criteria:

- Advances racial equality and social justice to create a more equitable society by addressing systemic racial discrimination in areas such as education, employment, criminal justice, the environment, healthcare, voting, etc. (33.4%)

- Articulates a powerful story of how the organization advances racial justice and social justice that can be amplified through the Program’s in-kind marketing services provided as the prize or Award (33.3%)
- Is led by a racially/ethnically diverse executive leadership team and/or board (33.3%)

The ten (10) Submissions with the highest total score will be deemed potential finalists and proceed to the Public Voting Period and Final Judging, subject to verification of eligibility and compliance with these Official Rules. In the event of a tie, an additional, “tie-breaking” judge will determine the potential finalist(s) based on the criteria listed herein. Potential finalists will be notified via email and will be required to complete and return an Affidavit of Eligibility, License of Work and Release of Liability/Publicity within three (3) days of date of notification, or a shorter time if required by exigencies, or a runner-up may be selected. If such documents are not returned within the specified time period, Sponsor is unable to contact any potential finalist or any potential finalist is not in compliance with these Official Rules, finalist status may be forfeited and, at Sponsor’s discretion, a runner-up may be selected as a finalist. Sponsor reserves the right to advance fewer than ten (10) finalists to the Public Voting Period if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions and/or it is unable to confirm ten (10) Submissions prior to the start of the Public Voting Period.

PUBLIC VOTING PERIOD: All Essays and a description of each finalist’s organization will be posted on <https://empoweringequality.ideabar.agency/> during the Public Voting Period. There will be a limit of one (1) vote per person (with a valid e-mail address) per day. For purposes of these Official Rules, a ‘day’ is defined as any twenty-four (24) hour period during the Public Voting Period beginning at 12:01 a.m. ET and ending at 11:59 p.m. ET. Votes received from any person or email address in excess of the above-stated limitation will be void. Finalists are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public, as determined by Sponsor in its sole discretion. Results of the Public Voting Period will be considered in the Final Judging Period as described below.

FINAL JUDGING PERIOD: During the Final Judging Period, the finalists’ Submissions will be judged by the Official Judges, Sponsor Leadership Team (composed of the Managing Director and her direct reports), and Sponsor Employees. Final scores will be calculated using the following inputs: Official Judges Score – 25%; Public Voting Period Results – 25%; Sponsor Leadership Team Score – 25%; and Sponsor Employee Voting Score – 25%. Sponsor Employees will vote in a similar fashion to the public, casting a single vote for the organization that they feel they could do their best creative work for. Official Judges and Sponsor Leadership Team will score each finalist based on the following criteria:

- Advances racial equality and social justice to create a more equitable society by addressing systemic racial discrimination in areas such as education, employment, criminal justice, the environment, healthcare, voting, etc. (33.4%)
- Articulates a powerful story of how the organization advances racial justice and social justice that can be amplified through the Program’s in-kind marketing services provided as the prize or Award (33.3%)
- Is led by a racially/ethnically diverse executive leadership team and/or board (33.3%)

The finalist Submission with the highest total score will be deemed the potential prize or award winner, subject to verification of eligibility and compliance with these Official Rules. In the event of a tie, Sponsor will be the “tie-breaking” judge and will determine the potential winner based on the criteria listed herein.

PRIZE/AWARD: (1): One (1) prize is available consisting of \$250,000 of in-kind marketing services to the winning Qualifying Charity (the “Award”). Services may include marketing research; marketing strategy; branding services such as naming, positioning and visual identity development; creative services such as campaign concepting and development, creative asset development; photography; website development including front- and back-end development and UI/UX services; and media planning (media placement, the cost of media, printing and production of creative materials are not included.) No purchase of services is required or expected. The exact scope will be determined in collaboration with Sponsor. Visit www.ideabar.agency/services for details.

GENERAL CONDITIONS: By participating, each representative of the Qualifying Charity agrees on behalf of him/herself and the Qualifying Charity: (a) to abide by these Official Rules and decisions of Sponsor and judges, which shall be final and binding in all respects relating to this Program; (b) to release, discharge and hold harmless Sponsor, Cox Enterprises, Inc., the Official Judges, and their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, “Released Parties”) from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from Qualifying Charity’s participation in the Program or any Program-related activity or the acceptance, possession, use or misuse of any awarded prize; and (c) to the use of his/her name, photograph, image and/or likeness and the name of the Qualifying Charity for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from Qualifying Charity or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so.

LICENSE/USE OF SUBMISSION: By submitting a Submission, and to the extent allowed by law, you, on behalf of yourself and the Qualifying Charity, grant the Sponsor and its designees a perpetual, worldwide, royalty-free, non-exclusive, sub licensable, unconditional and transferable license to edit, modify, cut, rearrange, add to, delete from, reproduce, encode, store, modify, copy, transmit, publish, post, broadcast, display, adapt, exhibit and/or otherwise use or reuse your Submission, name, photo, video and biographical material including, but not limited to, all materials submitted in connection with the Program in any and all media, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation to Qualifying Charity or any third party.

MISCELLANEOUS: Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Submissions; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Program,

including, without limitation, errors or difficulties which may occur in connection with the administration of the Program, the processing or judging of Submissions, the announcement of the prizes, the incorrect uploading of any element of the Submission, or in any Program-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Program. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Program or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Program or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Submissions will be void. Should any portion of the Program be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Submissions, or in the event the Program is unable to run as planned for any other reason, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Program and, if terminated, at its discretion, select the potential winner from all eligible, non-suspect Submissions received prior to action taken using the judging criteria outlined above. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

ARBITRATION: Except where prohibited by law, as a condition of participating in this Program, participant agrees that (1) any and all disputes and causes of action arising out of or connected with this Program, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the participant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Program), and participant further waives all rights to have damages multiplied or increased.

CHOICE OF LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant and Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the substantive laws of the State of Georgia, USA.

SPONSOR: Ideabar, LLC, 2751 S. Dixie Highway, Suite 100, West Palm Beach, Florida 33405.