

# **TVFCU IDEA LEAP GRANT CONTEST OFFICIAL RULES**

**NO CURRENT TVFCU MEMBERSHIP IS NECESSARY TO PARTICIPATE. A CURRENT TVFCU MEMBERSHIP WILL NOT INCREASE YOUR CHANCE OF WINNING. THE TVFCU IDEA LEAP GRANT CONTEST ("CONTEST") IS SPONSORED BY TENNESSEE VALLEY FEDERAL CREDIT UNION ("TVFCU").**

## **1. CONTEST PERIOD:**

The TVFCU Grant Contest begins on September 10, 2020 by invitation and ends with the announcement of winners on or about October 20, 2020.

## **2. ELIGIBILITY:**

The 2020 Contest eligible participants are the 2018 and 2019 Semi-Finalist that remained in the contest. Eligible participants must continue to meet the following criteria: The Contest is only open to legal residents/business enterprises of the TVFCU's 13-county community who at the time of entry are independent owners/operators of a for-profit small business that is domiciled in TVFCU's 13-county community and which has been in continuous operation selling a product or service for not less than twelve (12) months at the time of application. In order to be considered an eligible "small business" for purposes of this Contest, the business must meet all of the following criteria:

- a. Entrant/owner must be at least eighteen (18) years of age at the time of submission;
- b. The business must be currently active, lawful, and 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 with the Tennessee Secretary of State or the County Clerk's office in their home county, as of the date of Submission and must remain so through the end of the Contest;
- e. The business must have a minimum of 2 (including the owner) and a maximum of 20 employees on its payroll (other employee may be seasonal, part time, 1099, W-2 or a co-owner. Employee for definition of maximum employee is defined as full time equivalent.);
- f. Must meet TVFCU Business Services membership criteria;
- g. Not in any way be affiliated with a direct seller business;
- h. Not under bankruptcy protection or have judicial liens or attachments;
- i. Annual revenue does not exceed one (1.5) million five hundred thousand dollars;
- j. Entrant/owner must not be on the OFAC list, individuals with prior felony convictions may be eligible. The TVFCU Grant Advisory committee or its' designee will determine the eligibility of any applicant with a felony conviction

**Prior Winners:** The two previous years' winners (top 5 prize recipients) are excluded from participating.

TVFCU shall determine, in its sole discretion, whether an entry meets the eligibility criteria to participate in the Contest. TVFCU's decisions regarding eligibility and all other aspects of the Contest are final and binding.

TVFCU, affiliated companies, and each of their respective officers, directors, employees, agents and persons engaged in the development, production or distribution of materials for this Contest (collectively, the "Contest 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 Contest. This contest is subject to all applicable federal, state, and local laws and regulations, and is void in all geographic locations where prohibited by law.

### **3. GRANTS:**

There will be a total of three (3) Winners: one (1) will receive a U.S. \$10,000.00 Grant; one (1) will receive a U.S. \$7,000.00 Grant ; (1) will receive a U.S. \$3,000.00 Grant; Winners will be required to meet with a Technical Assistance provider at least once to qualify. Technical Assistance providers are; BrightBridge, The Company Lab, Launch Chattanooga, Tennessee Small Business Development Center (Chattanooga or Cleveland), SCORE, The Urban League and UTC's Veteran Entrepreneurship Program.

### **4. HOW TO ENTER:**

To enter the Contest by invitation, Entrants ("Entrants") are required to submit a no more than Five (5) minute video via Dropbox no later than 5 p.m. ET September 23, 2020. Details of submission are included in an email correspondence on or about September 10, 2020 to eligible participants. All Finalists will be required to participate in a socially-distanced in person Question and Answer session with the TVFCU Grants Advisory Committee on or about October 14, 2020. An existing TVFCU account is not required to enter the contest, however all Grants will be paid via a direct deposit into a TVFCU Business Account. Entrant will be required to include the following information:

- xi. Name of Business
- xii. Name of Business Owner / Authorized Agent
- xiii. Phone Number
- xiv. Position/Title at Business
- xv. Email Address
- xvi. Street Address
- xvii. City
- xviii. State
- xix. Zip
- xx. All information for verification of membership eligibility and Grant eligibility

xxi. Company financial statements for year end 2019 and through June 30, 2020. Additionally a request for submission to a criminal background check (acceptable to TVFCU)

xxii. Business website or primary website where goods or services are offered to the public (i.e. Etsy store, Facebook page)

xxiii. Social media sites for the business

xxiv. Is the business a minority-owned business, defined as Asian, Black, Hispanic, and Native American, or US Military Veteran, Female or Disabled person. Ownership by minority or other status defined herein, are individuals in which ownership of the business is at least 51%

Entrants may be further required to provide responses to a set of narrative-based questions in the application. The response to these questions will be in length as designated.

All entries are subject to approval by TVFCU, in TVFCU's sole discretion. Entrants will receive a confirmation email of their submission upon full completion of the entry requirements. Entries are subject to disqualification at any time including after initial approval.

Except where prohibited, entry in the Contest constitutes each Entrant's consent to the publication of her/his/its name, organizational information and completed Entry, including the Digital Image, (to the extent applicable) in any media for any commercial or promotional purpose (including, without limitation, the Internet) by TVFCU, without compensation.

By entering the Contest and providing an email address, each Entrant grants TVFCU express permission to send Entrant emails related to the Contest, including, but not limited to notification of Finalists, Winners and a follow-up email in order to gather feedback regarding the Contest to be used in the planning and design of future Contests. Limit: one (1) entry per business.

## **5. DIGITAL IMAGERY:**

Digital images (if submitted) and company logo must be in one of the following formats: .jpg, .png or .gif. Each digital image (including company logo) may not exceed 7MB.

If any digital image contains any material or elements that are not owned by the Entrant and/or are subject to the rights of third parties, and/or if any persons appear in the image, the Entrant is responsible for obtaining, prior to submission of the photograph, any and all releases and consents necessary to permit the exhibition and use of the image in the manner set forth in these Official Rules. If any person appearing in any photograph is under the age of majority in their state/province/territory of residence the signature of a parent or legal guardian is required on

each release.

If a professional image is submitted, Entrant is responsible for securing usage rights from the photographer to reproduce, distribute, display, and create derivative works of the image by TVFCU in connection with the Contest and promotion of the Contest, in any media now or hereafter known.

Upon TVFCU's request, each Entrant must be prepared to provide (within seven (7) calendar days of receipt of TVFCU's request) such signed release from all third parties who (a) appear in the photograph or (b) whose owned content appear in the photograph submitted, authorizing use by TVFCU and its licensees ("Authorized Parties") in accordance with these Official Rules. Failure to provide such releases upon request may result in disqualification at any time during the Contest.

#### **6. FINALIST SELECTION PERIOD:**

During the finalist selection period, the TVFCU IDEA LEAP Grant Advisory Committee or its designee will review all entries. Upon identifying all qualifying entries, the TVFCU IDEA LEAP Grant Advisory Committee will select two (2) of the three (3) finalist.

One (1) finalist will be selected by an open vote via TVFCU social media, this finalist will also be scored by the TVFCU Idea Leap Grant Advisory Committee.

Entrants that do not qualify or are eliminated at this stage will be notified via email or other method as directed by the TVFCU IDEA LEAP Grant Advisory Committee or its designee.

#### **7. JUDGING PERIOD:**

During the Judging Period, The TVFCU Grant Advisory Committee will review the submission videos and score the submissions to determine the finalists.

TVFCU will announce the Finalists on or about October 8, 2020.

The Finalists will be notified via email or other communication as directed by the TVFCU IDEA LEAP Grant Advisory Committee\*\*\*.

The 3 finalists will be required to participant in an in person (socially distanced) Question and Answer interview with the TVFCU Grant Advisory Committee on or about October 14, 2020.

\*\*\* The Grant Advisory Committee will consist of One (1) senior staff member from TVFCU, Two (2) representatives from the Technical Assistance providers located in TVFCU's 13-county community and One(1) at-large representatives that live or work in TVFCU's 13-county community. Non TVFCU employees on the Grant Advisory Committee are acting as agents of

TVFCU, all rights and limitations of agents reflected herein are applicable to the Non TVFCU employee members of the Grant Advisory Committee.

#### **8. GRANT ACCEPTANCE AND TAX LIABILITY:**

Grants are non-transferable. By accepting a Grant, each Winner acknowledges compliance with these Official Rules. All federal, state, local or other tax liabilities arising from this Contest are the sole responsibility of each Winner, respectively. Limit of one Grant per Entrant. All other expenses relating to acceptance of a Grant, including but not limited to taxes and any other expenses not specified herein are the sole responsibility of each Winner. Grant conditions may be added or modified by TVFCU, in its sole discretion. Acceptance of a Grant constitutes permission for TVFCU and its designees to use each Winner's name, photographs, entry material, other likenesses and biographical information 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.

A Winner may waive its right to receive the Grant. The Grant is non-assignable and non-transferable. No substitutions may be made by the Winner. TVFCU will not withhold taxes from any award. Prior to receiving the Grant, Winners must execute a W-9 tax form verifying their tax identification number. Payment of federal, state and local taxes and fees due, if any, are the sole responsibility of the Winner. Winners may be required, as instructed by TVFCU, to complete and sign (i) an affidavit of eligibility/liability certifying that such Winner has complied with the Official Rules of the Contest, and (ii) a liability and publicity release (except where prohibited by law). Failure to sign and return any of these documents or to comply with any term or condition of these Official Rules may result in a Winner's disqualification, the forfeiture of its interest in the Grant, and, at TVFCU's discretion, the presentation of the Grant to a substitute recipient. A Grant not won and/or claimed by a Winner and not awarded to a substitute recipient by TVFCU in accordance with these Official Rules will remain the property of TVFCU.

#### **9. DISQUALIFICATION:**

TVFCU reserves the right, in its sole discretion, to disqualify any Entrant at any time that it finds to be tampering with the entry process or the Contest; 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.

Submitted Entries must be consistent with TVFCU mission, strategy and values and TVFCU reserves the right, in its sole discretion, to reject and/or disqualify any entries at any time that TVFCU deems to be hateful, slanderous, libelous, violent, obscene, defamatory, discriminatory (based on age, race, gender, religion, natural origin, physical disability, sexual orientation or political affiliation), profane, offensive, lewd, sexually explicit, pornographic, false, misleading, deceptive, self-mutilating (e.g. relating to murder, the sales of weapons, cruelty, abuse, etc.), illegal (computer hacking, underage drinking, etc.), threatening, harassing, or otherwise inconsistent with its standards, audience expectations, or reputational interests or that contain

images, words or symbols widely considered offensive to individuals of a certain race, gender, ethnicity, religion, sexual orientation or socioeconomic group, or that TVFCU believes may violate any applicable law or regulation or the rights of any third party or may subject the contest, TVFCU, or TVFCU's advertisers, clients, or members to controversy, negative publicity, scorn, or ridicule. For purposes of this paragraph, Submitted Entries include content on the Entrant's website and social media sites.

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

As a condition of entry, TVFCU 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, TVFCU determines that awarding the prize to such Entrant might reflect negatively on TVFCU's image and/or reputation.

#### **10. GENERAL RELEASE/LIMITATION OF LIABILITY:**

By participating in the Contest, each Entrant releases and holds TVFCU, its affiliate companies and each of their directors, officers, employees, representatives, and agents harmless from and against any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Contest or with the acceptance, possession, use of or defect in any Grant (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). TVFCU 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 in this Contest or in the running of this Contest. TVFCU will not be responsible for typographical, printing or other errors in these Official Rules or in other materials relating to the Contest.

If for any reason, the Contest is not capable of running as planned, including but not limited to by reason of fraud, computer virus, worms, bugs, tampering, unauthorized intervention, technical limitations or failures, human error, mistake or any other cause that in the sole opinion of TVFCU could compromise, undermine, corrupt or otherwise affect the security, integrity, fairness, administration, or proper conduct of this Contest, TVFCU reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest at any time and without notice. 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 Contest, 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 \$100; 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.

#### **11. 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 TVFCU, shall be governed by, and construed in accordance with the laws of the State of Tennessee, 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 TVFCU does not constitute a general waiver of that obligation nor of any other obligation of Entrant. Any dispute concerning this Contest shall be submitted to binding arbitration in Hamilton County, Tennessee 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.

#### **12. COPYRIGHT:**

By participating in the submission process for this Contest, the Entrant grants to TVFCU and affiliated companies an exclusive, assignable, royalty-free and irrevocable right and license to edit or otherwise use all materials submitted by Entrant in connection with the Contest, in whole or in part, for any purpose and in any manner or media (including, without limitation, the Internet) now known or hereafter devised, throughout the world in perpetuity, and to license others to do so, without notice and without compensation, royalty, accounting, liability or obligation of any kind to any Entrant. Each Entrant further agrees that it will use its best efforts to have its employees, consultants, volunteers, officers and directors sign any additional licenses or releases that TVFCU may require.

BY SUBMITTING SUBMISSION MATERIALS, ENTRANTS EACH ACKNOWLEDGE THAT THE SUBMISSION MATERIALS, AND ANY OTHER MATERIALS SUBMITTED IN CONNECTION WITH THIS PROGRAM, MAY BE POSTED ON TVFCU'S WEBSITE(S) and SOCIAL MEDIA PLATFORMS, IN TVFCU'S SOLE DISCRETION.

TVFCU reserves the right to edit the submission materials and other materials prior to posting them to the website in its sole discretion.

**13. WINNERS LIST:**

The names of the Winners may be obtained following the end of the Contest on or before November 1, 2020, by visiting [tvfcu.com](http://tvfcu.com)

**14. SPONSOR/ADMINISTRATOR:**

Sponsor: Tennessee Valley Federal Credit Union; P.O. Box 23967, Chattanooga, TN 37422.

Attention: Business and Commercial Services/IDEA LEAP Grant.

Email: [business.loans@tvfcu.com](mailto:business.loans@tvfcu.com)