



Spark! Official Contest Rules

THE FOUNDATION FOR ENHANCING COMMUNITIES (“SPONSOR” OR “TFEC”) IS SPONSORING THE SPARK! IGNITE YOUR PASSION CONTEST (“CONTEST”) IN WHICH A PERSON (“ENTRANT”) CAN SUBMIT AN AREA-OF-INTEREST IDEA (“IDEA”) FOR USE IN NAMING AND ESTABLISHING AREA- OF- INTEREST FUND (“FUND”) AT TFEC WITH INITIAL PRINCIPAL OF \$10,000.

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS & REGULATIONS APPLY. VOID WHERE PROHIBITED.

- 1. Eligibility.** Subject to the additional restrictions below, the Contest is open to legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older at the time of entry (“Entrants”). Current or former employees of TFEC, persons with signing authority for TFEC Projects current or former TFEC Directors or committee members, and current or former TFEC fund donors or fund advisors are not eligible to enter or to win. Sponsor shall determine, in its sole discretion, whether an entry meets the eligibility criteria to participate in the Contest. Sponsor’s decisions regarding eligibility are final and binding.
- 2. Agreement to Official Rules.** Participation in the Contest constitutes Entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Contest.
- 3. Contest Period.** The Contest begins on May 2, 2022 and ends with the announcement of winning Entrant on September 7, 2022. The contest will consist of three periods set forth in the chart below

Phase	Start Date (at 12 a.m. ET)	End Date (at 11:59 p.m. ET)
Entry Period	May 2	June 30
Round 1 Voting Period	July 1	July 31
Round 2 Voting Period (Top 5 Finalists)	Aug 5	Aug 31
Announce Finalists	Aug 5	

Email winner	Sept 5	
Announce Winner	Sept 7	

Sponsor will announce the top 5 Entrant finalists and their Ideas on the Contest section of the TFEC website (“Contest website”) on August 5, 2022. The top 5 Entrant finalists will be notified via email and a public winning voting period will begin for the winner among the finalist Ideas. Sponsor will notify the winning Entrant via email on or by September 5, 2022, and publicly announce the winning Idea on September 7, 2022 on the Contest website. All announcement dates are subject to change at Sponsor’s sole discretion.

- 4. How to Enter.** To enter the Contest, Entrants are required to visit the Contest website located at tfec.org/spark and complete the entry form (“Entry”) and any other required fields within the Entry Period. Limit one (1) filled out entry (“Entry”) per person.

Sponsor is not responsible for incomplete, lost, late, misdirected, or illegible Entries or for failure to receive Entries for transmission or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with the sender, sponsor or other website administrator. Once submitted, all Entries become property of the Sponsor, and none will be returned. All Entries are submitted for approval by the Sponsor, in Sponsor’s sole discretion.

Once submitted, all approved Entries will be posted on the Contest website for public vote. Entries are subject to disqualification at any time including after approval and posting to the Contest website. Sponsor may adjust Entries for uniformity in posting Idea presentations as purpose provisions of TFEC area-of interest funds as allowed by Section 13 below.

- 5. Voting Period.** Once all Entries have been received and the Entry Period ends, all submitted Ideas will be open for public vote on the Contest website for the Round 1 Voting Period beginning on Jul 1, 2022 and ending on July 31, 2022 (“Round 1 Voting Period”). From the total posted Ideas in Round 1, with the highest number of votes will be selected by computer tabulation to proceed to Round 2.

In the Round 2 voting period beginning on August 1, 2022 and ending on August 31, 2022 (“Round 2 Voting Period”) the selected 5 Ideas will be shown on the Contest Website. The public will be able to vote from of the selected 5 Ideas to select a winner during this period. Votes from the Round 1 Voting Period will not carry into Round 2.

- 6. Winner Selection and Odds.** At the close of the Round 2 Voting Period, the Idea with the highest number of votes determined by computer tabulation as the winning Idea. Odds of winning depend on the number of entries received. Winning the Prize is

contingent upon compliance with these Official Rules and fulfilling all requirements set forth herein.

7. **Voting.** During the Round 1 and Round 2 Voting Periods, all persons who are eligible to be Entrants pursuant to Section 1 above and have a valid email address will be eligible to vote for an Idea. Limit: One (1) vote per person per 24-hour period during the Voting Periods. Votes received from any one (1) person using the same or multiple email addresses in excess of the stated number during the stated timeframe will be void and will not be counted.

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) voting with emails other than your own; (b) buying votes in any manner from anyone; (c) paying for and using an email address list; (d) offering prizes or other inducements for votes to members of the public; (e) the use of any automated, robotic, repetitive, programmed or similar registration or voting methods; (f) any questionable method that increases votes for an entry, including without limitation any attempts to artificially increase vote totals or trade votes.

8. **Disqualification.** Sponsor reserves the right, in its sole discretion, to disqualify any Entrant at any time that it finds to be tampering with entry process, voting process, or the contest; or to be acting in an inappropriate or disruptive manner, or with the intent to annoy, abuse, threaten, or harass any other person. Entries submitted must be consistent with TFEC's Diversity Equity and Inclusion Policy found at <https://www.tfec.org/diversity-equity-and-inclusion/> and Sponsor reserves the right, in its sole discretion, to reject and/or disqualify any Entries at any time that Sponsor deems to be hateful, slanderous, libelous, violent, obscene, defamatory, discriminatory (based on age, race, gender, religion, national origin, physical disability, sexual orientation, or political affiliation), profane, offensive, lewd, sexually explicit, pornographic, false, misleading, deceptive, illegal, threatening, harassing, or otherwise inconsistent with its editorial standards, audience expectations, reputational interests, or that Sponsor believes may violate any applicable law or regulation or the rights of any third party or may subject the Contest or Sponsor to controversy, negative publicity, or liability.

Should Sponsor determine, in its sole discretion, that any announced winning Entrant has violated any of the prohibitions contained in the Official Rules or should be disqualified for any other reason, Sponsor shall have no obligation to establish the Fund.

9. **Winning Entrant Notification.** The winning Entrant will be notified shortly after the Round 2 Voting Period is over at the telephone number or email address provided on the entry form. Sponsor will call during regular business hours at the number provided on the entry form and will leave no messages. Failure to reach the winning Entrant by

phone, after 3 attempts, may result in disqualification of the winning Entrant, forfeiture of their, his or her interest in the Prize, and selection of a substitute winning Entrant among remaining eligible Entrants. Return of prize notification as undeliverable, or failure of recipient to respond to phone or email notification, may result in disqualification.

A winning Entrant may waive their right to the Prize. The Prize is non-transferrable and non-assignable. No substitutions allowed by the winning Entrant. A winning Entrant is solely responsible for reporting and any payment of taxes on the Prizes. Except where prohibited, acceptance of the Prize constitutes consent to the publication of their name, biographical information and likeness in any media for any promotional purpose, without limitation the Internet, or further compensation. If the Prize is not won and claimed by the eligible winning Entrant in accordance with these Official Rules it will not be awarded and will remain the property of the Sponsor.

- 10. Prize.** The winning Entrant will name and establish a TFEC area-of-interest fund with the winning Idea as the area-of-interest purpose by signing a TFEC fund Letter Agreement. The fund enables donors to support a broad area of concern, such as the environment, arts and culture, or education. TFEC's Grantmaking Committee then awards grants to nonprofit organizations within the area of interest through a competitive application process. This fund has the flexibility within that area of interest to respond to changing community needs over time. Grants will be made to support a nonprofit organization in TFEC's service area, including South-Central Pennsylvania counties of Cumberland, Dauphin, Franklin, Lebanon, Perry, and the Dillsburg Area.
- 11. Release and Limitation of Liability.** By participating in the Contest, Entrants agree to release and hold harmless Sponsor and their respective subsidiaries, affiliates, suppliers, distributors, agents, employees, independent contractors, and advertising and promotional agencies from and against any and all liability for any injuries, losses, death, or damages of any kind resulting from participation in the Contest or acceptance of any prize. 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 Contest or in the running of the Contest. Sponsor will not be responsible for any typographical, printing, or other errors in any 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, tampering, unauthorized intervention, technical limitations or failures, human error, mistake or any other cause that in the sole opinion of the Sponsor could compromise, undermine, corrupt or otherwise affect the security, fairness, administration, or proper conduct of this Contest, Sponsor reserves the right to cancel, terminate, modify or suspend the Contest at any time, with or without notice.

- 12. Disputes.** Except where prohibited, Entrant agrees that any and all disputes, claims, and causes of action arising out of or connected with this Contest or the Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Pennsylvania. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Pennsylvania, without giving effect to any choice of law or conflict of law rules, which would cause the application of laws of any jurisdiction other than Pennsylvania.
- 13. Copyright.** By entering this Contest, an Entrant grants to Sponsor an exclusive, assignable, royalty-free and irrevocable right and license to edit or otherwise use all materials submitted by an 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. BY SUBMITTING SUBMISSION MATERIALS, ENTRANTS EACH ACKNOWLEDGE THAT THE SUBMISSION MATERIALS MAY BE POSTED ON SPONSOR'S WEBSITE(S), IN SPONSOR'S SOLE DISCRETION. Sponsor reserves the right to edit the Submission Materials and other materials prior to posting them to the website in its sole discretion
- 14. Publicity.** Except where prohibited, participation in the Contest constitutes an Entrant's consent to Sponsor's and its agents' use of an Entrant's entry information for promotional purposes in any media, worldwide, without further payment and consideration.
- 15. Entrant's Personal Information.** Information collected from Entrants is subject to TFEC's Privacy Statement at <https://www.tfec.org/privacy-statement/>.
- 16. Third Parties.** This Contest hosted by TFEC on its website is in no way sponsored, endorsed, administered by, or associated with Facebook, Instagram, or any other third party.
- 17. Sponsor.** This Contest is sponsored by TFEC the address of which is 200 North Third Street, 8th Floor, Harrisburg, PA 17101.