

2020 FORCE FOR POSITIVE CHANGE COMPETITION OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

SPONSORS. The Force for Positive Change Competition (“Competition”) is sponsored by The Wisconsin Alumni Research Foundation 614 Walnut St. Madison, WI 53726 and Marquette University 1250 W. Wisconsin Ave. Milwaukee, WI 53233 (collectively “Sponsors”).

COMPETITION PERIOD: The Competition will be conducted in two (2) phases. Phase I begins at 8:00 a.m. CST on November 2, 2020 (or such later time that the Competition Application is posted on the Competition Website www.warf.org/positivechange and ends at 11:59 p.m. CST on January 19, 2021 (“Phase I”). Phase II will begin after the Phase I judging is complete and will end on the dates listed in the Phase I Finalist Notification. The Competition computer, as determined by Sponsors in their sole discretion, is the official time keeping device for the Competition.

AGREEMENT TO THE OFFICIAL RULES: By participating in the Competition, all entrants fully and unconditionally agree to and accept these Official Rules and the Sponsors’ decisions which are final and binding in all matters related to the Competition. Winning a prize (described below) is contingent upon fulfilling all requirements set forth herein.

ELIGIBILITY. There are two categories of entities that may enter: (1) Organizations which (a) are functioning enterprises (either nonprofit or for-profit companies) with a viable, revenue generating product or service on the market or currently in use; (b) address important social and/or environmental challenges that exist in Wisconsin, through their products, services or operations; and (c) have a base of operations in Wisconsin (“Organizations”); or (2) Wisconsin based student organizations or entrepreneurs addressing address important social and/or environmental challenges that exist in Wisconsin (“Student”). Employees of Sponsors and any other organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or Competition and/or their respective agents, affiliates, subsidiaries, and members of their immediate families or persons residing at the same address are ineligible to enter. In addition, there are three supplemental questions that both non-profit and for-profit entities may elect to complete for consideration for one of the special awards: best pivot, addressing racial equity and addressing the rural population.

ENTRY. To enter, during Phase I, complete the Competition Application located at www.warf.org/positivechange (the “Competition Website”). Limit one (1) entry per Organization.

You represent and warrant that you will not submit any content that contains (a) information that violates any obligation of confidentiality; (b) any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way; (c) inappropriate content, for example but not limited to, profanity, defamatory statements, words or symbols widely considered offensive to individuals of any certain race, ethnicity, religious, sexual orientation or socioeconomic groups, threats to any person, place, business, or group or (d) content that infringes on the intellectual property rights of a third party including but not limited to, copyright, patent or trademark, or rights of privacy or publicity, or contain material that is or may be considered defamatory, slanderous or libelous, or portray or depict any person, product or entity in a false light. Each entrant warrants and represents that his/her entry complies with all of those conditions. Any non-complying entry will subject the entrant to disqualification in Sponsors’ sole discretion. By submitting an entry, entrant grants Sponsors a worldwide, royalty free license in any and all media, now know or hereafter created, to copy, prepare derivative works, and distribute the entrant’s entry materials. Entrants hereby

waive in favor of Sponsors, all rights of “Droit Moral” or “Moral Rights of Authors” or any similar rights or principles of law that winner may now or later have to his/her entry. Sponsors reserve the right to alter, change or modify the entrant’s entry, in its sole discretion.

SELECTION OF FINALISTS:

Approximately 20-30 entries will be selected from all eligible submissions received during Phase I to move on to Phase II as “Phase II Applicants.”

Criteria for Finalist entries will be judged based on:

- the extent to which the organization has strong connections to Wisconsin through its staff, investors, directors, clients/customers
- degree to which their organization values and measures beneficial societal impact in Wisconsin
- ability to demonstrate financial sustainability

Sponsors will review the entries and select the Phase II Applicants based on the criteria above.

SELECTION OF WINNERS:

The Phase II Applicants will be invited to participate in Phase II by submitting additional information in written form and in an interview with a team of judges. Phase II Applicants will be notified no later than February 19, 2021 and Phase II applications will be due on March 15, 2021.

A team of qualified judges selected by Sponsors will review and evaluate the Phase II entries according to the following criteria:

- degree to which their organization pursues an innovative approach to a societal challenge in Wisconsin;
- the probability of continued success and ability to be a force for positive change in Wisconsin
- the organization’s plans for future implementation and growth; and
- the scalability and replicability of the organization’s approach to creating lasting positive impact in Wisconsin.

In the event of a tie, the tied entries will be re-judged using the criteria above. Decisions of judges are final and binding in all respects. Being named a winner is subject to validation and verification of eligibility and compliance with all terms and conditions set forth in these Official Rules.

Approximately twelve (12) Finalists will be announced no later than April 20, 2021, and will invited to the Force for Positive Change event in spring 2021. The Finalist must attend the Event or must designate a representative to attend the Event on the Finalist’s behalf in order to be eligible to win a prize. If potential winner fails to attend the Event and fails to designate a representative to attend on the potential winner’s behalf, the respective prize winner may be disqualified and the Finalist with the next highest score will be the potential winner for that respective prize. Sponsors reserve the right to select fewer than the listed number of winners if the quality or quantity of entrants is insufficient.

ODDS: Odds of winning depend on the total number of eligible entries received during the Competition Period. As this is a contest of skill, winning is dependent upon the quality of entries received and the quality of the entries.

PRIZE.

Six (6) Organization Grand Prizes: Each Organization Grand Prize Winner will receive a check in the amount of \$10,000.

Prizes will be delivered at the Event or will be mailed to the Grand Prize Winners. All federal, state and local taxes on prize value, if applicable, are the sole responsibility of prize winner.

LIMITATIONS ON PRIZE. Sponsors reserve the right to substitute a prize (or portions thereof) of equal or greater value if prize (or portions thereof) cannot be awarded as described. Sponsors will determine all elements of the prize in its sole discretion. The prize may not be assigned, transferred, changed or redeemed for cash, except at the discretion of Sponsors.

PRIZE IS AWARDED "AS IS" WITH NO WARRANTY OR GUARANTEE EXPRESS OR IMPLIED. SPONSORS DISCLAIM ALL AND ANY LIABILITY FOR THE ACTUAL PROVISION, QUALITY OR NATURE OF ANY THIRD PARTY PRODUCT OR SERVICE ACCEPTED BY THE WINNER.

The awarding of any prize is contingent upon full compliance with these Official Rules. Entrants understand that Sponsors are not liable for injuries, losses or damages of any kind arising from participation in this Competition and acceptance, possession and use of prize. Sponsors are not responsible for any typographical or other error in the printing of the offer, administration of the Competition or in the announcement of the prize. Decisions of Sponsors are final and binding in all respects.

DISPUTE RESOLUTION. Except where prohibited, by participating Competition entrants agree that: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant(s) and Sponsors and their agents shall be governed by and construed exclusively in accordance with the laws of the State of Wisconsin without giving effect to any principles of conflicts of law of any jurisdiction. Entrant agrees that any action at law or in equity arising out of or relating to this Competition, or awarding of the prizes, shall be filed only in the state or federal courts located in Madison, Wisconsin and entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited, by participating in this Competition, each entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Competition, or awarding of the prizes, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Competition but in no event attorneys' fees; and (c) under no circumstances will any entrant be permitted to obtain awards for and hereby waives all rights to claim 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. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you.

RELEASE. By entering the Competition and/or accepting any Prize, each entrant releases Sponsors and their respective affiliates and related companies and each of their respective officers, directors,

employees, agents, and other representatives from any liability whatsoever for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Competition, with the acceptance, possession or use of any Prize (including without limitation, claims, costs, injuries or losses related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light) subject to all federal, state, and local laws and regulations.

GENERAL. Sponsors reserve the right to disqualify any non-conforming entries. Sponsors further reserve the right, in its sole discretion, to cancel, terminate or modify this Competition if not capable of completion as planned, including infection by computer virus, technical corruption, non-authorized human intervention or force majeure. In the event of cancellation, Sponsors reserve the right to select winners from among all eligible entries received prior to date of cancellation. The use of automated entry systems or any other conduct that impedes the integrity of the Competition is prohibited. In the event of a dispute regarding online entry, entry will be deemed made by the authorized account holder of an established e-mail account associated with the entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet Access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted email address.

Sponsors assume no responsibility for entries that cannot be processed due to network, hardware or other technical failures, or any other reason, or incomplete, damaged, misdirected, illegible, stolen or lost entries. Sponsors reserve the right, in their sole discretion to disqualify any person tampering with the entry process, the operation of the web site or otherwise, in violation of the rules. CAUTION: Any attempt by an entrant or any other individual to deliberately damage any web site or undermine the legitimate operation of the Competition is a violation of criminal and civil laws and should such an attempt be made, Sponsors reserve the right to seek damages from any such individual to the fullest extent permitted by law.

Except where prohibited by law: (i) entry constitutes permission and a license to use entrant's submission on Sponsors' web sites including third party social media web sites; and (ii) entry constitutes permission to use Winner's (and its designated representative's) name, hometown, voice, likeness, photograph and any statements regarding this Competition for editorial, public relations, promotional and advertising purposes on behalf of Sponsors without compensation. Void where prohibited. For a list of winners' names, available approximately two weeks after the close of the Competition Period, send a separate, self-addressed, stamped envelope to WARF Programming Department, 330 N. Orchard St. Madison, WI 53715. Requests must be received no later than April 30, 2021.