

Official Rules

These official rules (these “Program Rules”) shall govern the voting process (the “Process”) and your participation in The GroundFloor OneUp the Vote Competition (the “Program”).

1. SPONSOR; PURPOSE

The Program and the Process are sponsored and administered by United Way of Metropolitan Dallas, Inc., a Texas nonprofit corporation, located at 1800 N. Lamar St., Dallas, TX 75202 (“United Way”).

United Way is sponsoring and administering the Program and the Process to further its charitable purpose. The Program is a social media engagement campaign to build social clout for our GroundFloor Fellows, infuse local social startups with funding to continue changing lives in our community, as well as build engagement and interest with our younger, more digital savvy observers and volunteers (the “Purpose”).

The Program, the Process, and all activities related thereto shall be sponsored, administered, and conducted with the view of furthering the Purpose.

2. HOW TO PARTICIPATE:

NO PURCHASE NECESSARY TO PARTICIPATE OR VOTE. ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW.

By participating in the Process or the Program, each of the voters, organizations, and any other person or entity participating in the Process or the Program agrees to be bound by the terms of these Program Rules and understand that such person or entity are providing such person or entity’s information to United Way. Beginning on **September 27, 2017 12:00 a.m. CST** and ending **October 26, 2017 at 11:59 p.m. CST** (the “Voting Period”), the voters who meet the requirements set forth in Section 3. Voter Eligibility below (“Eligible Voters”) will have an opportunity to vote for the program participant of their choice from among a list of GroundFloor Fellows (“Eligible Organizations”) featured on OneUptheVote.org during the Voting Period. Each Eligible Voter gets one (1) vote per day, plus three (3) votes per day for sharing in an online social network or channel approved by United Way provided (no more than 120 votes total per Eligible Voter during the Voting Period).

3. VOTING PROCESS AND ELIGIBLE VOTES

The voting process is subject to all applicable federal, state and local laws. United Way is not responsible for late, incomplete, void, corrupted, misdirected, or otherwise erroneous votes or for any problems, malfunctions or technical difficulties that arise in the Process or in the Program.

United Way will not be required to count and may determine votes to be void, in its sole and absolute discretion, if a vote cast for Eligible Organizations is late, lost, misdirected, incomplete, void, or corrupted,

Updated: Tuesday, August 29, 2017

made in unlawful or illicit manner, or is otherwise erroneous, all as determined in United Way's sole and absolute discretion, including, but not limited to, (i) any votes later determined to be ineligible by United Way in its sole and absolute discretion, (ii) votes achieved through automated means by registering more than one user profile, using another Eligible Voter's name, as well as those that are achieved through other fraudulent or inappropriate means, (iii) votes made through 3rd party hiring or robots including but not limited to fake or disposable email addresses, as determined by United Way in its sole and absolute discretion, (iv) voter displaying unsportsmanlike conduct or in a manner otherwise inconsistent with these Program Rules, or (v) multiple and/or irregular votes from the same user or users, regardless of the source.

United Way reserves the right to disqualify any Eligible Organizations in its sole and absolute discretion, if such Eligible Organizations receives votes in a manner described in the previous paragraph.

Any Eligible Organization that violates these Program Rules will automatically be disqualified from the Program AND will not be eligible for participation in One Up the Pitch program. In addition, such violations may result in the loss of funding and participation in any program sponsored or associated with United Way or its affiliates.

4. ORGANIZATION ELIGIBILITY

All Eligible Organizations must meet the following conditions:

- (i) Eligible Organization must have a charitable purpose or mission ("Eligible Organization Charitable Purpose"); Eligible Organization must be carrying out or working towards carrying out its charitable purpose or mission; Eligible Organization may be structured as a non-profit or for-profit. Non-profit organizations may be independent 501(c)(3)s or may be working with a fiscal agent.
- (ii) All prizes and donations received or won by Eligible Organization in connection with the Program must be used solely to carry out and further the Eligible Organization Charitable Purpose;
- (iii) Eligible Organization entered into current or prior **PERFORMANCE EXPECTATIONS AGREEMENT** executed with the United Way **GROUND FLOOR PROGRAM**;
- (iv) Eligible Organization is in good standing as a GroundFloor Fellow by meeting the following requirements:
 - Successful completion of Grounded Bootcamp, including compliance with mandatory attendance policy and the submission of all completed assignments and deliverables;
 - Met all Milestones outlined in "Milestone Amendment" of the Performance Expectations Agreement within the contract period; and

Updated: Tuesday, August 29, 2017

- Received approval from lead mentor and GroundFloor Committee that Eligible Organization has met all requirements within the Performance Expectations Agreement;
- (v) Eligible Organization has not been a **previous participant and/or winner of OneUp the Vote or OneUp the Pitch programs**; and
- (vi) Eligible Organization is not subject to any U.S. sanctions.

In addition, any Eligible Organization may also be deemed to be ineligible if in United Way's sole and absolute discretion, such Eligible Organization, charity, its management or affiliated organizations, among other things:

- is, or has been, under any investigation for fraud, misconduct (financial or otherwise) or other criminal activity;
- promotes or suggests, directly or indirectly, the use of firearms/weapons, any illegal drugs, prostitution or pornography, violence, or the underage use of alcohol;
- suggests or encourages, directly or indirectly, the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- disparages or denigrates any race, age, gender, disability, sexual orientation, ethnicity, religion, political orientation, national origin, citizenship, ancestry, marital status, veteran status or mental or physical disability or condition or otherwise discriminates (in an exclusionary way) against any of those groups based solely on being classified as fitting into those groups;
- disparages, denigrates (in writing or otherwise), or acts by means of adversarial or confrontational tactics to impact a product, service, person, industry, or organization including, but not limited to, United Way or participants in the Programs;
- while participating in the Programs, or otherwise, conducts itself, in an unsportsmanlike or inappropriate manner;
- violates any term in these Program Rules; or
- engages in any other act that in United Way's sole and absolute discretion is not appropriate for the Program.

Updated: Tuesday, August 29, 2017

Any organization determined to be ineligible at any time will be disqualified. Additionally, United Way reserves the right to eliminate an Eligible Voter's involvement and all votes cast through the Program if United Way, in its sole discretion, determines the Eligible Voter is not fully abiding by these Program Rules or otherwise acting in an unsportsmanlike or inappropriate manner. Decisions by United Way will be final, binding and conclusive on all matters.

5. PRIZES

United Way will donate a total of one hundred thousand US dollars (\$100,000.00) as follows: 4 weekly prizes, \$12,500 each week, and 1 grand prize of \$50,000. The prize recipients for weekly prizes and grand prize (each a "Prize Recipient") will be determined as set forth below, provided, however, that in order for such Prize

Recipient to be eligible to receive a prize, such Prize Recipient must be an Eligible Organization that fulfills all the eligibility requirements described in these Program Rules as determined and in United Way's sole and absolute discretion.

All times indicated in Section 5 will be Central Standard Time, unless otherwise indicated.

- (1) Week 1
 - \$12,500 weekly cash prize (for the voting period beginning on **September 27, 2017** (Wednesday) at 12:00 a.m. and ending on **October 4, 2017** (Wednesday) at 11:59 pm) **awarded on October 5, 2017** for organization with the **most UNIQUE voters** during the first week of voting; unique voters are determined by unique/verified email.
- (2) Week 2
 - \$12,500 weekly cash prize (for the voting period beginning on **October 5, 2017** (Thursday) at 12:00 a.m. and ending on **October 11, 2017** (Wednesday) at 11:59 pm) **awarded on October 12, 2017** to the **Eligible Organization receiving the most votes from Eligible Voters sharing with an online social network or channel approved by United Way**; shares are tracked by clicking on the "Facebook", "Twitter", or "LinkedIn" icons when prompted with pop-up window confirming initial vote.
- (3) Week 3
 - \$12,500 weekly cash prize (for the voting period beginning on **October 12, 2017** (Thursday) at 12:00 a.m. and ending on **October 18, 2017** (Wednesday) at 11:59 pm) **awarded on October**

Updated: Tuesday, August 29, 2017

19, 2017 to the **Eligible Organization receiving the most votes from the repeat voters**; repeat voters are determined by First Name, Last Name and email.

- (4) Week 4
 - \$12,500 weekly cash prize (for the voting period beginning on **October 19, 2017** (Thursday) at 12:00 a.m. and ending on **October 25, 2017** (Wednesday) at 11:59 pm) awarded on **October 26, 2017** to the **Eligible Organization whose votes received has increased by the largest percentage over the past week.**
- (5) Final grand prize
 - \$50,000 will be awarded on **October 27, 2017** (Friday) for the voting period beginning on **September 27, 2017** (Wednesday) at 12:00 a.m. and ending on **October 26, 2017** (Thursday) at 11:59 pm to the **Eligible Organization that receives the most overall votes during such voting period.**

Each Prize Recipient will be selected based on audited, eligible and verified vote and share counts (“ballots”), which may vary to those displayed on live website real-time. Weekly prize ballots will be counted between each week based on prize schedule. In case of a tie between Eligible Organizations for weekly or grand prize, the applicable prize will be split equally between (or among) applicable Prize Recipients, in United Way’s sole and absolute discretion. The total amount paid for weekly and grand prizes, in aggregate, will not exceed \$100,000 over the Voting Period.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, (I) THE ULTIMATE DECISION AS TO WHICH ORGANIZATION WILL RECEIVE WHICH LEVEL OF DONATION OR PRIZE IN THE EVENT OF A TIE, AND (II) ALL OTHER MATTERS RELATED TO THE PROCESS AND PROGRAM, INCLUDING, BUT NOT LIMITED TO, HOW EACH PRIZE RECIPIENT IS SELECTED AND THE CRITERIA USED TO SELECT SUCH PRIZE RECIPIENT, WILL BE DECIDED AND ADMINISTERED BY UNITED WAY, IN ITS SOLE AND ABSOLUTE DISCRETION, AND SUCH DECISION SHALL BE FINAL, BINDING, AND CONCLUSIVE ON ALL PARTICIPANTS IN THE PROGRAM, INCLUDING THE ELIGIBLE VOTERS, AND THE ELIGIBLE ORGANIZATIONS.

The final grand prize winner will be announced on September 29, 2017, via Facebook, Twitter and other online social channels.

In the event of Eligible Organization’s failure to fully comply with these Program Rules, United Way reserves the right to withhold any portion of the donation or prizes awarded through the Program, and the Prize Recipient may be required to return the donation or prizes. Federal, State and Local taxes and fees, and any other taxes and fees in connection with the donations or prizes received, if any, are the Prize Recipient’s sole responsibility.

Updated: Tuesday, August 29, 2017

6. ELIGIBLE ORGANIZATIONS MATERIALS

United Way will produce the following for each eligible organization: (1) an official contest photo, and (2) a short video for use on the program website, and social channels (collectively, the “Materials”). Eligible Organizations have the opportunity and are encouraged to post videos, photos, and other miscellaneous content on their organization website, online and other channels as deemed appropriate. Each Eligible Organization grants United Way and its affiliates, non-exclusive, perpetual, irrevocable, royalty-free, license to use the Materials and any other contents related to an Eligible Organization, including, but not limited to, such Eligible Organization’s name, statements, photographs, videos, voice recordings and likeness for purposes of promoting the Program. Additionally, each Eligible Organization consents to the use of its name, statements, photographs, videos, voice recordings and likenesses for publicity purposes, as well as any other purpose associated with the Program. Except as set forth above, each Eligible Organization agrees such grant and consent is without restrictions or additional compensation or permission of any kind.

7. PROHIBITED ELIGIBLE ORGANIZATION PROMOTION

Each Eligible Organization represents and warrants that it will not post any content referencing, facilitating, containing or using, Prohibited Content. "Prohibited Content" includes, but is not limited to, content that, United Way, in its sole and absolute discretion determine, violates these Program Rules or any applicable law, as well as:

- Content which promotes, suggests or encourages gambling, including without limitation, any content related to online casinos, sports books, bingo or poker; the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products; or the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government.
- Contains obscene, defamatory, libelous, slanderous and/or unlawful content; content that infringes upon, or otherwise violates, the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; content that is deceptive or fraudulent; hate speech, or other discriminatory, disparaging or denigrating content, whether directed at an individual or a group, and whether based upon race, age, gender, disability, sexual orientation, ethnicity, religion, political orientation, national origin, citizenship, ancestry, marital status, veteran status or mental or physical disability or condition; content that disparages, denigrates, or uses adversarial or confrontational tactics to impact a product, service, person, industry, or organization including, but not limited to, United Way or participants in the Programs; content advancing a particular political party or candidate or supporting lobbying for any particular party or candidate, or expanding or encouraging a

Updated: Tuesday, August 29, 2017

membership or a particular political party, candidate or lobbying effort; content, as determined in United Way's sole and absolute discretion, inconsistent with these Program Rules; or unsportsmanlike conduct.

8. WARRANTIES AND DISCLAIMERS

FOR PURPOSES OF SECTIONS 9 THROUGH 12, ALL VOTERS IN THE PROCESS, INCLUDING ELIGIBLE VOTERS, ALL ELIGIBLE ORGANIZATIONS, AND ANY OTHER ENTITY OR PERSON PARTICIPATING IN THE PROGRAM AND/OR THE PROCESS IN ANY CAPACITY SHALL INDIVIDUALLY BE REFERRED TO AS A "PROGRAM PARTICIPANT" AND COLLECTIVELY BE REFERRED TO AS THE "PROGRAM PARTICIPANTS".

EACH PROGRAM PARTICIPANT REPRESENTS AND WARRANTS THAT ANYTHING SUBMITTED, PROVIDED OR SHARED WITH UNITED WAY IN CONNECTION WITH THE PROGRAM DOES NOT: (A) INFRINGE ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; (B) CONTAIN CONFIDENTIAL INFORMATION THAT VIOLATES ANY OBLIGATION OF CONFIDENTIALITY; (C) CONTAIN ANY VIRUSES, SPYWARE, MALWARE, OR OTHER MALICIOUS COMPONENTS THAT ARE DESIGNED TO HARM THE FUNCTIONALITY OF A COMPUTER IN ANY WAY; OR (D) CONTAIN INFORMATION THAT IS UNLAWFUL, INAPPROPRIATE, SLANDEROUS, LIBELOUS, DEFAMATORY, DISPARAGING DISCRIMINATORY, INDECENT, OBSCENE, HATEFUL OR TORTUOUS.

FURTHERMORE, EACH PROGRAM PARTICIPANT REPRESENTS AND WARRANTS THAT SUCH PROGRAM PARTICIPANT HAS NOT AND WILL NOT TAKE ANY ACTION THAT INTERFERES WITH THE RIGHTS GRANTED TO UNITED WAY UNDER THESE PROGRAM RULES.

THE PROGRAM MAY CONTAIN TECHNICAL OR OTHER ERRORS OR LIMITATIONS AND IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. UNITED WAY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS IT RELATES TO THE PROGRAM. THE ENTIRE RISK AS IT RELATES TO THE PROGRAM IS ASSUMED BY EACH PROGRAM PARTICIPANT.

9. LIMITATION OF LIABILITY

UNITED WAY, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO SUSPEND, CANCEL OR MODIFY THE PROGRAM WITHOUT NOTICE OR LIABILITY IF THE INTEGRITY OF THE PROGRAM IS COMPROMISED IN ANY MANNER AS DETERMINED BY UNITED WAY, OR IF THE PROGRAM IS NOT CAPABLE OF BEING CONDUCTED AS INTENDED BY UNITED WAY. UNITED WAY ASSUMES NO RESPONSIBILITY FOR ANY LOSS OR DAMAGE TO ANY PROGRAM PARTICIPANT OR TO ANY OTHER PERSON'S COMPUTER RELATING TO, OR RESULTING FROM, ENTERING, ACCESSING OR DOWNLOADING ANY INFORMATION OR SOFTWARE IN CONNECTION WITH THE PROGRAM OR OTHERWISE PARTICIPATING IN THE PROGRAM. UNITED WAY, ITS AGENTS, AND ITS

Updated: Tuesday, August 29, 2017

REPRESENTATIVES ARE NOT RESPONSIBLE FOR TECHNICAL, HARDWARE, SOFTWARE OR TELEPHONE MALFUNCTIONS OF ANY KIND, LOST OR UNAVAILABLE NETWORK CONNECTIONS, PROBLEMS WITH THE PLATFORM ON WHICH THE PROGRAM APPLICATIONS RUN, TABULATION OF VOTES, THE INCORRECT UPLOADING OF VIDEO AND/OR PHOTOS, OR FAILED, INCORRECT, INCOMPLETE, INACCURATE, GARBLED OR DELAYED ELECTRONIC COMMUNICATIONS CAUSED BY A PROGRAM PARTICIPANT, FOR PRINTING OR TYPOGRAPHICAL ERRORS IN PROGRAM-RELATED MATERIALS, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE PROGRAM, OR BY ANY HUMAN OR OTHER ERRORS THAT MAY OCCUR IN CONNECTION WITH THE PROGRAM.

10. RELEASE AND INDEMNITY

BY PARTICIPATING IN THE PROCESS AND/OR THE PROGRAM, EACH PROGRAM PARTICIPANT AGREES TO THESE PROGRAM RULES AND TO BE BOUND BY THE DECISIONS OF UNITED WAY. IN ADDITION, EACH PROGRAM PARTICIPANT AGREES TO RELEASE UNITED WAY, ITS AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THE PROGRAM, FROM ANY AND ALL LIABILITY WITH RESPECT TO, OR IN ANY WAY ARISING FROM, OR IN CONNECTION WITH, THE PROGRAM OR THE PROCESS, INCLUDING, BUT NOT LIMITED TO, ANY SUSPENSION, MODIFICATION OR CANCELLATION OF EITHER PROGRAM, SUBMISSIONS OR VOTES RECEIVED OR POSTED, AND/OR ACCEPTANCE OR USE OF THE DONATION OR PRIZES, INCLUDING LIABILITY FOR PERSONAL INJURY, DEATH, DAMAGES OR LOSS. UNITED WAY IS NOT RESPONSIBLE FOR DONATION OR PRIZE QUALITY OR UTILITY. FURTHERMORE, BY PARTICIPATING IN THE PROGRAM, EACH PROGRAM PARTICIPANT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS UNITED WAY, ITS AGENTS, AND THEIR RESPECTIVE PARENTS, AND ITS AND THEIR SUBSIDIARIES, AFFILIATES, SUCCESSORS, LICENSEES, AND ASSIGNS, AND EACH OF THEIR DIRECTORS, OFFICERS, AGENTS, EQUITY HOLDERS, REPRESENTATIVES, CONTRACTORS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES, LIABILITIES AND COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) WHICH ARISE OUT OF ANY BREACH OF THESE PROGRAM RULES.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL UNITED WAY BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS.

11. GOVERNING LAW AND DISPUTES

EXCEPT WHERE PROHIBITED, EACH PROGRAM PARTICIPANT AGREES THAT: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROGRAM OR ANY DONATION

Updated: Tuesday, August 29, 2017

OR PRIZES AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE APPROPRIATE COURT LOCATED IN DALLAS, TEXAS, U.S.A.; (B) ALL ISSUES AND QUESTIONS CONCERNING THESE PROGRAM RULES AND THE PROGRAM SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF TEXAS WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES.

12. AMENDMENT, GENERAL AND MISCELLANEOUS

United Way may, in its sole and absolute discretion, choose to feature certain Eligible Organizations in the Program related materials. Being featured does not indicate United Way's preference for or endorsement of that particular Eligible Organization, or its cause. UnitedWayDallas.org may contain links to other third party web sites. United Way does not control, nor is United Way responsible for, endorse or guarantee the content, products, services or other information or recommendations provided by linked sites, and are not liable for reliance on or use of such items on those sites. Your access, use and reliance upon such content, products or services are at your own risk.

UNITED WAY RESERVES THE RIGHT, IN ITS SOLE AND ABSOLUTE DISCRETION, TO AMEND, CHANGE, CANCEL, OR SUSPEND THE PROGRAM AND/OR THE PROCESS (OR ANY PORTION OF THE PROCESS AND/OR THE PROGRAM) AT ANY TIME AND FOR ANY REASON, SHOULD A VIRUS, BUGS, MALICIOUS TAMPERING OR OTHER CAUSES BEYOND THE CONTROL OF UNITED WAY CORRUPT THE ADMINISTRATION OF PROPER EXECUTION OF THE PROCESS (AS DETERMINED IN UNITED WAY'S SOLE AND ABSOLUTE DISCRETION). UNITED WAY RESERVES THE RIGHT TO AMEND OR CHANGE THESE PROGRAM RULES AT ANY TIME, IN ITS SOLE AND ABSOLUTE DISCRETION. AMENDMENTS WILL BE POSTED AT ONEUPTHEVOTE.ORG BY PARTICIPATING IN THE PROCESS AND/OR THE PROGRAM, EACH PROGRAM PARTICIPANT CONSENTS TO BE BOUND BY ALL AMENDMENTS THAT MAY BE MADE.

Updated: Tuesday, August 29, 2017

Weekly Prize Announcements

United Way will announce the weekly prize winners on Facebook Live each Thursday between 2:00 – 3:00 pm. These participants who do not win the weekly prize will also receive a special delivery at this time. Each participant agrees to be at a location disclosed to United Way during the following dates/times:

- (1) Week 1
 - **September 7** from 2:00 – 3:00 pm
- (2) Week 2
 - **September 14** from 2:00 – 3:00 pm
- (3) Week 3
 - **September 21** from 2:00 – 3:00 pm
- (4) Week 4
 - **September 28** from 2:00 – 3:00 pm
- (5) Final grand prize
 - **September 29, 2017** from 2:00 – 3:00 pm

Participant agrees to be at the following location during the above times:

Address:

City, State, Zip:

Updated: Tuesday, August 29, 2017