

BraveIT Award Contest Rules

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW, RULE, REGULATION OR ORDINANCE. The BraveIT Award Contest begins accepting entries on June 21, 2018 and ends August 2, 2018 (the “Entry Period”) – with winner selection occurring between August 3 and August 31, 2018.

1. The sponsor of the BraveIT Award Contest (the “Sponsor”) is TierPoint, 12444 Powerscourt Drive, Suite 450, St. Louis, MO 63131.
2. These rules (including the [TierPoint Privacy Policy](#) and the [Terms of Use](#), collectively the “Official Rules”) govern the BraveIT Award Contest (the “Contest”) and set out the terms and conditions between Sponsor and its affiliates and subsidiaries (collectively “TierPoint” or “us/we”) and each participant (“participant” or “you”). By participating in the Contest, you fully and unconditionally accept and agree to be bound by these Official Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of the Sponsor as final and binding as it relates to the Contest. You agree that Sponsor shall retain full authority, in its sole discretion, to interpret and administer these Official Rules, and you agree to be bound by all decisions and interpretations made in good faith by Sponsor, or its designee.
3. To participate in this Contest either (i) by nominating an individual, or (ii) by accepting a nomination, you must be aged 18 years or over and the age of majority in your state of residence. By participating in the Contest, either by nominating an individual or accepting a nomination or a prize, you accept these Official Rules. Employees of TierPoint, its advertising and promotion agencies, and the immediate families of each are not eligible to participate in this contest. The Contest is only open to legal residents of the United States.
4. During the Entry Period, enter online at tierpoint.com/BraveITaward by providing (a) your full name, (b) your phone number and e-mail address, (c) the full name of the individual you are nominating (who must be at least 18 years of age), (d) the nominee’s city of residence, and (e) a description of how the nominee has donated IT knowledge and/or resources to advance a worthy cause, or helped a nonprofit with a challenging project, like disaster recovery, network security, migration to the cloud, or other such projects. Contest entries can only be made online, and no later than August 2, 2018. Contest entries must be in English. We may refuse your submission for any lawful reason.

All entries will become the property of the Sponsor. Sponsor is not obligated to acknowledge or return entries, and no correspondence will be entered into regarding the status of any entry. Entries that do not comply with the rules of the Contest will result in disqualification. Incomplete or illegible entries or entry material will not be considered. Entries will be void if forged, defective, altered or obtained through unauthorized channels or if they contain electronic, mechanical or other errors.

Sponsor reserves the right in its sole discretion to disqualify any entry at any time which, in Sponsor’s opinion, is offensive, contains unsuitable material, endangers the safety or well-being of any person, or if it is determined the Entrant has not complied with these Official Rules. Sponsor is not responsible for lost, late, stolen, damaged, incomplete, invalid, unintelligible, garbled, delayed, not visible or misdirected entries; all of which will be void in Sponsor’s sole discretion.

5. A panel of judges assembled by the Sponsor will evaluate the BraveIT Award candidates that are submitted through the contest entry process described above. Judges will consider how well each Award candidate has demonstrated leadership in making innovative contributions of IT knowledge and/or resources to help advance a worthy cause. On this basis, the judges will select a group of finalists.

In order to move on to the next round of winner selection, each finalist will be required to complete a consent and release form within the time frame provided by Sponsor. The group of finalists who complete the consent and release requirements will be posted online by or before mid-August 2018. BraveIT event registrants and other interested parties will be invited to review and vote on the finalists through August 31, 2018. Together, voter and judges' input will aid in the selection of the eventual, singular winner.

6. The winner will be recognized at the Brave IT conference on September 13, 2018, in Chicago – receiving a commemorative plaque and the right to select a non-profit organization to receive a \$10,000 donation from Sponsor. Approximate retail value of the commemorative plaque is \$150.
7. By participating in this contest, you:
 - a. grant TierPoint a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, unconditional, fully paid-up right to publish your name or alias and likeness in connection with this contest and your submissions.
 - b. warrant that you are not disclosing any information that would constitute a violation of a confidentiality obligation, that your submission was written by you and that you own all rights in your submission immediately prior to entering this Contest.
 - c. acknowledge that apart from prizes offered as part of the contest, no monetary compensation will be paid for any of your contest contributions.
8. **By entering this Contest, you agree to and do hereby transfer and assign to Sponsor all right, title and interest in and to all works, copyrights, trademarks, inventions, or other intellectual property (the “IP”) created or to be created, in and to all intellectual property based upon, derived from, or incorporating said submitted entry, and waive any non-assignable moral or similar rights you may have in respect of said IP. You agree that, by entering into this Contest, you are granting Sponsor an unlimited right to use the IP in whole or in part in any manner.** You further agree to execute any and all documents necessary to secure to the Sponsor or to its assignee the rights herein granted or necessary or desirable to secure to the Sponsor or its assignee the rights to publish information relating to you and your submitted IP, including a publicity release. You may also be asked to execute an assignment to Sponsor of rights in and to your submitted IP. If Sponsor is unable to secure your signature on any document necessary to apply for, prosecute or obtain or enforce any patent, copyright, or other right or protection relating to any IP, whether due to your mental or physical incapacity or any other cause by which you do not respond to Sponsor, you hereby irrevocably designate and appoint Sponsor and each of its duly authorized officers and agents as your agent and attorney-in-fact, to act for and in your behalf to execute and file any such document and to do all other lawfully permitted acts to further the prosecution, issuance and enforcement of patents, copyrights, or other rights or protections, with the same force and effect as if executed and delivered by you.

9. You may be required to provide TierPoint a Taxpayer Identification Number ("TIN") prior to the awarding of any prize. You may be required to sign and return releases of liability, declarations of eligibility, and where lawful, publicity consent agreements, within five (5) days of acknowledged notification. If a selected potential winner cannot be contacted, is ineligible (under these rules or due to a failure to comply with any of the other applicable policies, licenses, rules, and terms of service, fails to claim a prize, or fails to timely return the completed and executed releases/agreements as required), the prize may be forfeited and an alternate potential winner may, at TierPoint's discretion, be selected. Prizes awarded for the winning contributions will be sent to participant's elected charity within approximately six (6) weeks from the date of the notification email or confirmation of the winning participant's selection.
10. Prizes are personal to the participant submitting the winning contribution and cannot be transferred. All prizes are subject to availability and they may change at any time and TierPoint may award substitute prizes of equal or greater value. Odds of winning depend on the total number of eligible entries received.
11. The winner accepts responsibility for all federal, state and local taxes and fees in connection with the prizes. Taxes, if any, are the sole responsibility of the winning participant, and participants may be issued an IRS Form 1099 for the ARV of any awarded prize.
12. We may, on notifying you, immediately suspend or terminate your rights, if you breach these Official Rules or if we reasonably believe that you have submitted in violation of these Official Rules. Receipt of the Prize is conditioned upon the Entrant's compliance with these Official Rules and all federal and state laws and regulations. **ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (IN SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST AND ALL WINNER PRIVILEGES WILL BE IMMEDIATELY TERMINATED.** If any provision of these Official Rules shall be deemed to violate any federal, state or municipal law, it shall be amended to conform to such law and all other provisions shall remain in full force and effect.
13. You can withdraw your submission at any time by notifying us. If a submission is withdrawn your rights to win a prize in this contest are lost.
14. Our only responsibilities with respect to the contest are set out in these Official Rules. These Official Rules prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials.
15. For any feedback or questions regarding the contest or the prizes, or to obtain the name of the winner, you can contact TierPoint by sending an email to BraveIT.Award@tierpoint.com.
16. ***BY ENTERING THIS CONTEST, YOU HEREBY AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, ITS PARENTS, SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTION AGENCIES, AND THOSE ENTITIES ASSOCIATED WITH THE DEVELOPMENT, DISTRIBUTION AND IMPLEMENTATION OF THIS CONTEST, AND EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS AND REPRESENTATIVES FROM ANY DAMAGE, INJURY, EXPENSE, COST, DEATH, LOSS, CLAIM, ACTION, DEMAND, OR OTHER LIABILITY THAT MAY ARISE IN CONNECTION WITH THE CONTEST, WHETHER CAUSED BY NEGLIGENCE ON THE PART OF SPONSOR OR NOT, INCLUDING ALL CLAIMS OR THREATENED CLAIMS RELATING***

TO (A) PARTICIPATION IN THE CONTEST; (B) ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE; (C) PARTICIPATION IN ANY CONTEST OR PRIZE-RELATED ACTIVITY; OR (D) ELECTRONIC OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE CONTEST OR PROCESSING OF ENTRIES.

17. TierPoint reserves the right at its sole discretion, to disqualify any individual who tampers with the entry or voting process, and to cancel, terminate, modify or suspend the contest. If for any reason Sponsor is unable to run this Contest as planned, or if any computer or website associated with this Contest does not allow the proper playing of the Contest and the processing of entries per these rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right, at its sole discretion, to disqualify any entrant implicated in such action, and/or to cancel, modify or suspend this Contest or any portion thereof. Sponsor reserves the right, at its sole discretion, to cancel, terminate or suspend the Contest in whole or in part should a cause or event beyond Sponsor's control affect the administration, fairness, proper play or conduct of the Contest making continuation as planned impossible.

18. The promoter of this contest is TierPoint. The contest is administered by:
Andrew Baird
Vice President, Marketing
andrew.baird@tierpoint.com
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