

## TU Golden Heart Award Contest Rules

The 2017 TU Golden Heart Award will honor small businesses in the greater Tulsa area who have made a significant impact in their community. This award is not judged solely by monetary giving but also by the overall involvement of the entire company.

Finalists will be honored at an exclusive event at TU's first home game on September 9, 2017.



### I. Nominations

- A. Each nomination will be submitted via the online form between June 28, 2017 to August 6, 2017
- B. Nominations may be submitted by an individual for their business or by a third party

### II. How are finalists chosen

- A. Once submissions close, they are collected and distributed to an internal review team. The internal review team is responsible for narrowing down the submissions to the top companies which will be announced August 7, 2017 via Golden Heart website and e-mail.
- B. The top companies will have until Aug 14, 2017 to fill out their submission form. The internal review team will select the top 10 which will be announced on August 21, 2017. The top 10 will be invited for an in-person interview the week of August 28, 2017. The internal review team will choose the three finalists on September 1, 2017. However, the grand prize winner, first runner up, and second runner up will not be announced until the first home football home on September 9, 2017.

### III. Prizes

#### A. Grand Prize

1. \$1,000 to charity of choice, provided by First Priority Bank
2. Free business checking account for one year at First Priority Bank (up to \$500 value)
3. One year of free payroll and payroll tax processing from Southwestern Payroll (up to \$2,500 value)
4. One year co-working membership at 36° North (valued at \$1,788)
5. Multimedia campaign from the University of Tulsa (valued at \$20,000)
  - a) Rotational logo exposure at all home regular season games
  - b) Two :30 radio spots in all 12 regular season games
  - c) Minimum of three newsletter ads throughout the 2017 football season
  - d) 250,000 banner impressions on [tulsahurricane.com](http://tulsahurricane.com)
6. 102.3 KRMG on-air schedule worth \$2,500

#### B. First Runner Up

1. \$500 to charity of choice, provided by First Priority Bank
2. Free business checking account for one year at First Priority Bank (up to \$500 value)
3. 6 months of free payroll and payroll tax processing from Southwestern Payroll (up to \$1,250 value)
4. Co-working membership at 36° N for 6 months (valued at \$894)

#### C. Second Runner Up

1. \$250 to charity of choice, provided by First Priority Bank
2. Free business checking account for one year at First Priority Bank (up to \$500 value)
3. Co-working membership at 36° N for 6 months (valued \$894)

D. The first and second runner up and grand prize winner will be announced at the Hospitality Event before the home game on September 9. The grand prize will be presented with an award at half time. The charity's selected by the top 3 will be paid within 30 days of announcement.

#### IV. Criteria

- A. Small businesses with 500 or less employees
- B. Privately held
- C. No government entities
- D. Must be headquartered in Tulsa metro area

**Compliance with Law.** The conduct of the Contest is governed by the applicable laws of the United States of America, which take precedence over any rule to the contrary herein. The Company shall follow the applicable laws for conducting contests, including notice to the state attorney general or consumer affairs office, posting of a prize bond, furnishing lists of winners, running specific on-air disclaimers, providing specific written information about the Contest, etc. as required by local and state law.

**Conduct and Decisions.** By participating in the Contest, participants agree to be bound by the decisions of Company personnel. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Company will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Company's decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Company, the Company reserves the right to terminate this Contest, or make such other decisions regarding the outcome as the Company deems appropriate. All decisions will be made by the Company and are final. The Company may waive any of these rules in its sole discretion. Any attempt by an entrant or any other individual to deliberately circumvent, disrupt, damage or undermine the legitimate operation of this Contest is a violation of criminal and civil laws. Should such an attempt be made, the Company reserve the right to seek civil and/or criminal prosecution and/or damages from any such person to the fullest extent permitted by law.

**Consumer Created Content.** If the entry for the contest includes any creative material from the participant, including but not limited to, consumer created content, by submitting your entry: (1) you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place the company or contest sponsors under any fiduciary or other obligation, that the company is free to disclose the ideas on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you; (2) you acknowledge that, by acceptance of your submission, the company and contest sponsors do not waive any rights to use similar or related ideas previously known to sponsor, or developed by their employees, or obtained from sources other than you; (3) you are verifying that you are the owner and producer of the submitted material and that no third party ownership rights exist to any material submitted, and (4) you are hereby granting the Company and sponsors a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable (through multiple tiers) right and license to use, publish, reproduce, display, perform, adapt, modify, distribute, have distributed

and promote such content in any form, in all media now known or hereinafter created, anywhere in the world, for any purpose.

**Publicity; Use of Personal Information.** By participating, where allowed by law, all participants and winners grant the Company exclusive permission to use their names, logos, photographs, voices, videotape, and likenesses in connection with promotion of this and other contests and waive any claims to royalty, right, or remuneration for such use. By participating in the Contest, where allowed by law, participants agree that the Company may disclose personal information obtained from participants in the Contest to third parties and use such information for marketing and other purposes.

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**Eligibility:** Only open to legal residents of the State of Oklahoma who are 18 years of age or older at the time of entry. Void where prohibited or restricted by law. You are not eligible to participate in this promotion if you are not located within and a legal resident of the State of Oklahoma. You are not eligible to participate in this promotion if you are a high school athlete who participates in a varsity sport ("High School Athlete"), a parent or legal guardian of a High School Athlete or the coach of a High School Athlete. Only privately held small businesses with fewer than 500 employees are eligible.

**RELEASE OF LIABILITY:** All entrants release, hold harmless and indemnify Golden Hurricane Sports Properties, LLC, Learfield Communications, LLC, KRMG, Cox Media Group, First Priority Bank, Southwestern Payroll Service, Inc., Emerge Marketing and PR, LLC., 36° North, and each of their respective affiliates, subsidiaries, franchisees, officers, directors, partners, equity holders, agents, employees, and all others associated with the development and execution of this Contest (collectively, the "Released Parties"), from any and all liability with respect to, or in any way arising from, this Contest and/or acceptance or use of the prize, including liability for personal injury, damages, death or monetary loss. The Released Parties assume no responsibility for any injury, loss or damage to entrants' or to any other person's computer relating to, or resulting from, entering or downloading any information or software in connection with this Contest. The Released Parties are not responsible for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or late, failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user, or by any of the equipment or programming associated with or utilized in this Contest, or by any human or other errors that may occur in connection with this Contest.

**APPLICABLE LAWS AND JURISDICTION:** Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of Oklahoma. All disputes arising out of or connected with this Contest will be resolved individually, and without resort to class action, exclusively by a state or federal court located in Tulsa, Oklahoma. Should there be a conflict between the laws of the State of Oklahoma and any other laws, the conflict will be resolved in favor of the laws of the State of Oklahoma. All judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Contest and shall not include any indirect, punitive, incidental and/or consequential damages.