



TEAMMATE OF THE YEAR PROMOTION RULES

**NO PURCHASE OR DONATION NECESSARY TO ENTER OR WIN.
PURCHASE OR DONATION DOES NOT INCREASE CHANCE TO WIN.
ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND
REGULATIONS APPLY. VOID WHERE PROHIBITED.**

1. Eligibility

NOMINATING a Teammate for **Team IMPACT's Teammate of The Year Promotion** (the "TMOY" Promotion) is open to children and families of a Team IMPACT match active or graduate in the current calendar year of the Teammate of The Year Promotion. **Limited to one (1) nomination of a Teammate per a Team IMPACT matched child/family.** Content votes shall be wholly submitted by entrants.

The Team IMPACT Marketing Department Staff of three (3) individuals, shall consist of the panel of judges and shall select the top five entries to designate as finalists. The panel of judges will evaluate and score the TMOY entries based on personal and subjective evaluation of three criteria: creativity, adherence to entry requirements, and persuasiveness. Each criterion will be weighted at 33.33% and judges will rank each entry on a scale of 1 (lowest score) to 5 (highest score). The sum of each entry's score will be used to determine the five finalists by highest score tallied. In the event of a tie, the Team IMPACT judging panel will bring in a tie-breaking judge to apply the same criteria to determine the five finalists.

VOTING for the Team IMPACT's Teammate of The Year Promotion finalists is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry.

WINNING Team IMPACT's Teammate of The Year Promotion is open to properly nominated legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry and are current collegiate student-athletes on teams matched with a Team IMPACT match during the current calendar year.

Employees of Team IMPACT and other companies associated with the promotion of Team IMPACT's Teammate of The Year Promotion, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and



children) and household members of each such employee are not eligible to Nominate or Win the Promotion. Voting by these parties shall not be allowed. The Teammate of The Year Promotion is subject to all federal, state, and local laws and regulations.

2. Sponsor

The Teammate of The Year Promotion is sponsored by: Team IMPACT, Inc., 500 Victory Road, Quincy, MA 02171.

3. Agreement to Official Rules

Participation in the TMOY Promotion constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

4. Teammate of The Year Promotion Period

The Teammate of The Year Promotion begins on **April 3, 2023, at 12pm EST** and shall run through the Nomination Period and end at the cessation of the Voting Period, as indicated below. Entries that are submitted before or after the TMOY Promotion Period will be disqualified.

The Teammate of The Year Promotion will accept nominations as detailed herein (see How To Enter) from **April 3, 2023, at 12am EST** until on or about **April 21, 2023, at 12am EST** (the "Nomination Period").

Voting for The Teammate of The Year Promotion opens on or about **April 24, 2023, at 12pm EST**, and will close voting on or about **May 4, 2023, at 12am EST** (the "Voting Period"). Winner shall be announced publicly on social media and in base-wide email on or about **May 8, 2023, at 12pm EST**.

Nomination submissions will be accepted for the duration of the TMOY Promotion using both of the following methods: online using nomination form and social media posts. To be considered eligible for the TMOY promotion, entrants are required to use the nomination form and share their post on social media.

5. How to Enter

To Nominate:

- Entrants must record video (up to one minute) of child explaining why their selected



teammate should be this year's Teammate of the Year.

- If child uses alternative forms of communication, nominations can also be submitted with child on camera communicating through communication device or parent/guardian/family member explaining the nomination.
- Prompts to help child nominate teammate:
 - “Tell us about how your nominated teammate lifted you up and why you’re nominating them as Teammate of the Year.”
 - “How has your nominated student-athlete gone above and beyond to make you feel special?”
 - “Tell us about some of your favorite memories with your nominated teammate.”
- Entrants must then submit the nomination via a [Google Form](#), the link to which shall be included in email and social promotions.
- Post on the entry video on entrant’s Instagram with 1-9 additional photos of child and nominated teammate while tagging @goteamimpact and using the hashtag “#TeamIMPACTTMOY”.
- For entries to be included in the promotion via Instagram, Instagram accounts must be public, and all entrants must follow the @goteamimpact Instagram account.
 - *Instagram* is not involved or responsible for the promotion or administration for this Contest This contest is in no way sponsored, administered, or endorsed by Instagram.
- Share with your networks to encourage participation and voting on their submission as posted on www.teamimpact.org/TMOY.

To Win:

- Following the Team IMPACT judging panel review, the five finalists will be voted on during the **Fan Voting Period**, in which voters will be allowed to vote on their favorite entry one time per day during the voting period, which will be open from April 24, 2023, at 12pm EST through midnight on May 4, 2023.
- Duly nominated eligible student-athletes, as determined by Team IMPACT officials, shall be listed at www.teamimpact.org/TMOY,
- This is the sole method of voting for eligible winners and is available by visiting our website www.teamimpact.org/TMOY and following the directions provided to fill out the entry form with associated information for the submission of vote.
- The entrant’s content that has the most votes at the end of the Promotion wins.



Votes are not limited per person, per email address, and per household per a day, for the duration of the TMOY Promotion Period, regardless of method of entry.

Entries received from any person, e-mail address, or household in excess of the stated limitations will be void.

All entries become the property of Sponsor and will not be acknowledged or returned.

6. Prize Drawing

On or about **May 4, 2023**, the Sponsor will select potential winner by review and tabulation of all complying votes on eligible entries received. The Sponsor will attempt to notify the potential winner via telephone or email on or about **May 4, 2023, and response time is of the essence**. If the potential winner cannot be contacted within two (2) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place at random from the remaining non-winning, eligible entries.

7. Winner Notification

The potential winners will be notified by email, mail, or phone. Each potential Grand Prize winner (parent/legal guardian if a minor in his/her state of residence) will be required to complete, electronically sign, and submit a Declaration of Compliance within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize.

If a potential winner cannot be contacted or fails to submit the Declaration of Compliance within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits prize. If the potential winner is at least 18 (eighteen) years old but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian, who will be required to sign the Declaration of Compliance on the potential winner's behalf and fulfill any other requirements imposed on winner set forth herein.

Potential winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled 8-10 days after the conclusion of the TMOY Promotion.



8. Prizes

The Teammate of the Year award shall consist of a token of recognition for this honor presented to the Winner at the **2023 Team IMPACT Game Day Gala**. The winner will be our distinguished guests where they and a companion will join their Nominating Teammate and their guest, for a night of revelry and celebration of the Team IMPACT program in the heart of Boston. As a VIP guest of our program, the winner will be invited to volunteer in the programmatic celebration and special events at the Gala, which include high profile volunteer positions, VIP engagements opportunities, and more. You'll enjoy an exciting mix of speeches and videos sure tug at your heartstrings, great food and refreshments, priceless conversation, and a chance to rub elbows with Team IMPACT's honored sponsors, distinguished donors, celebrated current and former participants, and our staff, Board, and friends from across the country; there's even a concert by a special guest to close the event out. This prize has a total estimated cash value of \$500.00.

Runner Up Prizes (2) – One Team IMPACT “Swag Bag”, which shall include gifts and clothing with an estimated cash value of \$150.00 to the runner up nominating child and his/her teammate.

Reporting of any tax responsibilities shall be the responsibility of the winner(s).

9. General Conditions

In the event that the operation, security, or administration of the Teammate of The Year Promotion is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Teammate of The Year Promotion is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the TMOY Promotion to address the impairment and then resume the TMOY Promotion in a manner that best conforms to the spirit of these Official Rules or (b) terminate the TMOY Promotion and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the TMOY Promotion or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Teammate of The Year Promotion may be a violation of criminal and civil law, and should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that



provision.

10. Release and Limitations of Liability

By participating in the Teammate of The Year Promotion, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Teammate of The Year Promotion, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the TMOY Promotion or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the TMOY Promotion, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures, or difficulties; (b) unauthorized human intervention in the Teammate of The Year Promotion; (c) mechanical, network, electronic, computer, human, printing, or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Teammate of The Year Promotion, including, without limitation, errors that may occur in the administration of the TMOY Promotion, the announcement of the winner, the cancellation or postponement of the event, if applicable, the incorrect downloading of the application, the processing of entries application downloads or in any TMOY Promotion-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Teammate of The Year Promotion or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the TMOY Promotion, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Teammate of The Year Promotion. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

11. Disputes

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the TMOY Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the Commonwealth of Massachusetts. All issues and questions concerning the



construction, validity, interpretation and enforceability of these Official Rules, entrants' rights and obligations, or the rights and obligations of the Sponsor in connection with the TOMY Promotion, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts.

12. Copyright and Privacy

- We are not responsible for the content of any third-party website, nor do we make any warranties or representations, express or implied, regarding the content (or the accuracy, current-ness, or completeness of such content) on any third-party web sites, and Team IMPACT shall have no liability of any nature whatsoever in relation to any of the foregoing. All information collected from entrants is subject to Sponsor's [privacy policies](#).
- All entrants using music or sound effects must comply with Instagram's "*Updates and Guidelines for Using Music in Video*" available through Instagram [here](#).
- **TI Publicity Consent and Waiver:** Entrants agree that they desire to help Team IMPACT further its charitable mission by allowing it to use the Materials (defined below) as described in this document.
 - Consent: I consent to the use by Team IMPACT of my and/or my child's name, city and state of residence, biographical and personal background, statements, voice, image, and likeness, in any format, including photos, video, audio, print, or electronic (together, the "Materials"), and hereby grant to Team IMPACT the unrestricted, perpetual, and worldwide right and license to use the Materials as Team IMPACT determines, in its sole discretion, is appropriate to promote and otherwise carry out its mission.
 - Publication: I agree that Team IMPACT may make the Materials available on its website, in its publications, or through any other media, including social networking platforms. I understand that I am not entitled to inspect or approve the use of the Materials, receive notice of their use or publication, or receive any payment.
 - Rights to Materials: I grant to Team IMPACT all copyrights and other rights I may have in the Materials. I acknowledge and agree that Team IMPACT owns the physical Materials, as well as the content, any ideas or information they may generate, and the right to copy, edit, change, transfer, create derivative works of, or otherwise use the Materials as Team IMPACT sees fit. I confirm that I have all the rights and licenses necessary to make these grants. I understand that Team IMPACT is not obligated to exercise any of the rights granted under this



document.

- Waiver of Legal Claims: I waive and release Team IMPACT, its directors, officers, employees, agents, affiliates, and assigns from any legal claims, including any claims relating to copyright, rights of publicity or privacy, false light, or moral rights that I may have in the Materials or Team IMPACT's use and ownership of the Materials. Entrants understand the terms hereunder and that they are giving up certain legal rights through entering this contest, freely and voluntarily.
- **Copyright Complaints**: The designated agent to receive notification of claimed infringement under the Digital Millennium Copyright Act is Seth Rosenzweig, President and CEO, Team IMPACT, 500 Victory Road, Quincy, MA, 02171.

13. Winner List

To request the name of the winner, send a self-addressed, stamped envelope to: **Team IMPACT, Attn: *Teammate of The Year Promotion***, 500 Victory Road, Quincy, MA 02171. Winner List requests will only be accepted after the promotion end date (listed herein, above). You may also request a winners list by sending an email to Marketing@teamimpact.org.