The 2019 Roslyn S. Jaffe Awards Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE IN THIS CONTEST. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

EACH WINNING NOMINEE AND HIS OR HER ORGANIZATION OR FISCAL SPONSOR, IF APPLICABLE, (EACH TERM DEFINED BELOW) MAY BE REQUIRED TO EXECUTE PRIZE ACCEPTANCE DOCUMENTS AND RETURN THEM WITHIN TEN (10) DAYS FROM DATE OF ISSUANCE OF NOTIFICATION OR PRIZE MAY BE FORFEITED (IN SPONSOR’S SOLE DISCRETION), AS MORE FULLY DETAILED BELOW.

BY ENTERING THIS CONTEST, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION AND TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR (DEFINED BELOW) FROM YOU, A LIMITATION OF YOUR RIGHTS AND REMEDIES, BINDING ARBITRATION OF CLAIMS, WAIVING CLASS ACTION CLAIMS, AND WAIVING THE RIGHT TO TRIAL BY JURY.

SPONSOR MAY REQUIRE THE NOMINATOR FOR A WINNING NOMINEE TO COOPERATE WITH SPONSOR DURING THE CONTEST AND EACH NOMINATOR AGREES TO COOPERATE AS REQUESTED.

OVERVIEW: The 2019 Roslyn S. Jaffe Awards program ("Contest") is a nomination-based program and is sponsored by ascena foundation, 933 MacArthur Boulevard, Mahwah, New Jersey 07430 (“Sponsor”). Eligible individuals (“Nominees”) may be nominated by completing and submitting the Nomination Form (defined below) via http://www.jaffeawards.com (“Contest Site”) or by mail at the address listed in the “How To Enter” section below beginning at 12:00:00 a.m. Eastern Time (“ET”) on March 1, 2019, through 11:59:59 p.m. ET on May 15, 2019 (“Nomination Period”). Anyone twenty-one (21) or older may nominate an eligible Nominee. Each person who nominates a Nominee is referred to in these Official Rules as a “Nominator.” Nominees may nominate themselves. Once nominated, Nominees will then need to complete an Application (defined below) to provide additional information on the Nominee him- or herself and on the Nominee’s Organization (defined below) in order to be entered into the Contest. Applications must be received by Sponsor no later than 11:59:59 pm. ET on May 31, 2019 (“Application Deadline”). Nominees will be evaluated by Sponsor-selected Judges (defined below), who will select one (1) Nominee as the potential grand-prize winner and two (2) Nominees as potential runner-up winners in accordance with the multi-stage judging procedure detailed under the “Winner Selection” section below. Prizes will be awarded to each winning Nominee’s Organization or, if the Organization is not a tax-exempt legal entity, to its Fiscal Sponsor (defined below) for the benefit of the Organization, but in no case to the individual Nominee in his or her individual capacity. All taxes in connection with receipt of a prize will be the responsibility of the recipient Organization or Fiscal Sponsor, as applicable. No Nominee will receive a prize for personal use and no Nominator will receive a prize of any kind in this Contest. This Contest is in no way sponsored, endorsed, or administered by, or associated with YouTube, LLC (“YouTube”).

ELIGIBILITY:

Anyone who is at least twenty-one (21) years old may nominate an individual in this Contest.
Nominees in this Contest must be:

(i) Legal residents of one (1) of the fifty (50) United States or the District of Columbia, Puerto Rico, or Canada (excluding Quebec) (the “Territory”),
(ii) At least twenty-one (21) years old on the date of nomination in this Contest, and
(iii) A creator or founder of a social impact organization (“Organization”) that:
  a. Is either (i) a U.S. legal entity that has itself received and maintains 501(c)(3) tax-exempt status from the Internal Revenue Service throughout the entire Contest (including, as applicable, the prize fulfillment process), (ii) U.S.-based and holds a formalized, written fiscal-sponsorship arrangement with a U.S. legal entity that has received and maintains 501(c)(3) tax-exempt status from the Internal Revenue Service throughout the entire Contest (including, as applicable, the prize fulfillment process) (“Fiscal Sponsor”), or (iii) a Canadian legal entity that is a registered charity with the Canada Revenue Agency and maintains such status throughout the entire Contest (including, as applicable, the prize fulfillment process),
  b. Is independent and autonomous and must not be substantially supported by, or serve the purpose of promoting, religious or political organizations or beliefs (as determined by Sponsor in its sole discretion). Nominee must individually be (or must collectively be in conjunction with any of the Organization’s co-founders, if applicable) the Organization’s principal decision maker(s) in management and development matters. Organizations that were started under the direction of an existing third-party organization (i.e., any entity other than the Organization created by the Nominee) do not meet this requirement and are ineligible in this Contest. (Organizations with a Fiscal Sponsor may still be considered autonomous and satisfy this requirement as determined by Sponsor in its discretion.),
  c. Is based in the Territory, and
d. Has a primary objective related to improving health, education, or esteem or to leadership development and benefiting low- and middle-income women and/or children in the Territory. (The Organization may have tangential operations outside of the Territory, but, to be eligible for this Contest, its core mission and programming must be directed within the Territory, as determined by Sponsor in its sole discretion.)

Nominee must be a natural person. While Nominee must have created or founded an Organization, entities are not eligible Nominees in this Contest and the Organization itself cannot be nominated. Employees, officers, directors, members, managers, agents, and representatives and family members of such individuals (or people living in the same household whether related or not) of Sponsor, ascena retail group, Inc., any of their subsidiaries or affiliates (including, but not limited to, The Dress Barn, Inc., maurices Inc., Tween Brands, Inc., Lane Bryant, Inc., Catherines, Inc., and ANN INC.), TCC Group, Inc. (“Administrator”), any other entities participating in the design, promotion, marketing, administration, or fulfillment of this Contest, or any of their respective parent companies, divisions, subsidiaries or affiliates and any of the Contest Judges (defined below) (collectively, along with YouTube, the “Released Parties”) are not eligible to be a Nominee. For purposes of this Contest, the term “family member” is defined as spouse, partner, parent, legal guardian, in-law, grandparent, child, or grandchild.

All determinations regarding a Nominee’s eligibility will be made by Sponsor in its sole discretion. If at any point a dispute arises as to a Nominee’s satisfaction of the eligibility criteria, including, without limitation, his or her role in the foundation/creation of the Organization or its decision-making process for management and development matters, Sponsor may disqualify that Nominee and will have no liability to such person or his/her Organization.
HOW TO ENTER: Entry into this Contest requires completion of a two-step process: (1) receipt of a Nomination (defined below) during the Nomination Period; and (2) submission of a completed Application (defined below) prior to the Application Deadline, each as more fully explained below.

To make a nomination in this Contest, Nominators may visit the Contest Site during the Nomination Period and then access, complete and submit a “Nomination Form” through the Contest Site during the Nomination Period. Potential nominators who have acquired a paper Nomination Form from a Sponsor representative may complete the Nomination Form and mail it (with proper postage) to Sponsor for receipt during the Nomination Period at “Roslyn S. Jaffe Awards Program – Nomination, c/o TCC Group, 333 Seventh Ave, 9th Floor New York, NY 10001.” In the Nomination Form, the Nominator must identify and answer a few questions about the eligible Nominee and his or her Organization. Each Nomination Form identifying an eligible Nominee that is completed and submitted in accordance with the terms of these Official Rules and all instructions of Sponsor is referred to in these Official Rules as a “Nomination.” The Nomination Form may be subject to length restrictions, including maximum word count, as specified on the Contest Site and/or the Nomination Form. All Nominations must comply with the “Submission Requirements” detailed in that section below and otherwise comply with these Official Rules.

After Sponsor receives an eligible Nomination, Sponsor will contact the Nominee identified in such Nomination using the email address for the Nominee specified in the Nomination. Sponsor’s email will inform Nominee that Nominee has been nominated in this Contest and provide the Nominee with instructions on how to complete and submit an Application in order to enter this Contest. The Application process requires that the Nominee complete an “Application Form” with questions about the Nominee and Organization (and its relationship with the Fiscal Sponsor, if applicable) and provide (a) certain requested additional information (including (i) an IRS Tax Exemption Letter and proof of 501(c)(3) tax-exempt status (or, for a Canadian entity, similar evidence establishing registered charity status from the Canada Revenue Agency) for Nominee’s Organization, or its Fiscal Sponsor; (ii) the Nominee’s biography; and (iii) a list of the Organization’s directors and/or key staff with brief biographies including titles and length of tenure, and (b) a Video (defined and described in more detail below). (When timely submitted in accordance with all instructions of Sponsor, the Application Form, Video, and all requested additional materials are collectively referred to as Nominee’s “Application.”) Each Nominee is required to create and submit a brief video (no more than (3) three minutes long) that responds to the following prompts regarding Nominee’s Organization: (i) briefly summarize the mission, goals and programming of the Organization; and (ii) tell us why the Nominee is passionate about the work (the “Video”). Videos should be simple and should avoid complexity or excessive expenditure of time in creation. Sponsor encourages Nominees to record their video using a phone or small camera and to otherwise minimize production efforts. All Videos must comply with the “Submission Requirements” detailed in that section below and otherwise comply with these Official Rules.

Applications may be submitted in one of two ways: (i) online through the Contest Site website or (ii) via mail with proper postage to Sponsor (for receipt no later than the Application Deadline) at “Roslyn S. Jaffe Awards Program – Application, c/o TCC Group, 333 Seventh Ave, 9th Floor New York, NY 10001.” (Both the online Application Form and a downloadable version that can be used to submit an Application via the mail-in method will be linked to or otherwise provided in Sponsor’s email to Nominee.) Irrespective of submission method, completed Applications must be received by Sponsor no later than the Application Deadline.

The Video must be no larger than five hundred megabytes (500 MB) and must be in one of the following file formats: .avi, .mpeg, .mpg, .mov, .mp4, or .wmv. Alternately, a Video may be uploaded to and
publicly viewable on the YouTube video hosting service, in which case the Video will be subject to YouTube’s file size and format restrictions rather than those set forth above. (Video must remain viewable on YouTube throughout the winner-selection process and the award of the prizes in this Contest or Nominee may be disqualified.) Except as otherwise specified on the application form, the other required materials must be in .pdf file format (unless you are submitting your application by mail, in which case they may be printed hard copies). If submitting an Application using the online submission form, the Video and other required attachments must be uploaded, or – for Videos hosted on YouTube – linked to, using the applicable fields on the Application Form. If submitting an Application via mail, the Video must be submitted on a compact or digital-video disc or on a USB flash drive or your Application must note the link for your Video as hosted on YouTube. (For Videos submitted via YouTube link, Sponsor may request that Nominee provide it with a permanent, retainable (e.g., downloadable) copy of Video. Failure to timely comply with any such request may result in Nominee being disqualified.) Some questions on the Application may be subject to a maximum word count or similar restrictions on the size, length, or format of a response, as detailed on the Application Form or in other instructions from Sponsor. All Applications must comply with the “Submission Requirements” detailed in that section below and otherwise comply with these Official Rules. All eligible Applications received prior to the Application Deadline will be judged as more fully detailed in the “Winner Selection” section.

As a Nominator, you may only submit one (1) Nomination for any Nominee, though you may nominate as many Nominees as you wish during the Nomination Period. A person may not pay or otherwise improperly influence (as determined by Sponsor) a third party to submit a Nomination for him or her. Nominations must be submitted and received by Sponsor during the Nomination Period and in strict accordance with the instructions and restrictions on the Nomination Form, the Contest Site, and in these Official Rules. Nominee’s Application must be submitted and received by Sponsor, as described above, no later than the Application Deadline in order to be considered in this Contest.

As described in the “Winner Selection/Notification” section below, representatives of Administrator may, as part of the judging process, contact certain Nominees to request that Nominee provide additional information about him- or herself and his/her Organization by completing an additional “Proposal” form and participating in a telephone interview. By entering this Contest, each Nominee agrees to complete the Proposal and make him- or herself reasonably available to participate in such telephone interview if requested to do so by Administrator and understand that his/her refusal to participate in the interview (or failure to make him- or herself reasonably available for the interview) and/or failure to complete and return the Proposal within the required timeframe may result in Nominee being disqualified. Interview will be conducted entirely in English.

The Contest Site’s database clock will be the official timekeeper for this Contest. For purposes of this Contest, only Nominations and Applications that are actually received by Sponsor will be considered. Other proof of submitting or attempting to submit a Nomination or Application (such as, without limitation, a screenshot of a purportedly submitted Nomination or Application or a shipping receipt or delivery confirmation) does not constitute proof of actual receipt of the Nomination or Application for purposes of this Contest. Without limiting any other provision of these Official Rules, Sponsor will have no liability or responsibility for its inability to contact a Nominee due to Nominator having failed to provide or provided inaccurate contact information for the Nominee on the applicable Nomination Form. Nominators, Nominees, Nominations, or Applications that do not abide by these Official Rules, the instructions of Sponsor (including those on the Contest Site, Nomination Form, or the Application Form), and or that do not provide all required information may, in Sponsor’s sole discretion, be disqualified. Nominations, Applications, or other participation may not be acknowledged and will not be returned. Nominations and Applications (or participation that does not qualify as a “Nomination” or “Application”)

4
that are forged, altered, incomplete, lost, late, misdirected, mutilated, illegitimate, incomprehensible, garbled, or generated by a macro, bot, or other automated means will not be accepted and will be void. Nominees must be a natural person and any purported Nomination identifying an entity as the Nominee will be disqualified. Nominations originating at any web site other than the Contest Site, including, without limitation, through commercial promotion subscription, notification, or entering services, will be declared invalid and disqualified for this Contest. With respect to a potentially winning Application, the potential winner may be required to provide proof that he or she is the Nominee identified in the corresponding Nomination and Application. If a dispute cannot be resolved to Sponsor’s satisfaction, the Nomination and Application will be deemed ineligible. As a condition of entering the Contest, without limiting any other provision in these Official Rules, each Nominator and Nominee gives consent for Sponsor and its agents to obtain and deliver his or her name, address and other information and content to third parties (including Administrator and the Judges (defined below)) for the purpose of administering this Contest and complying with applicable laws, regulations, and rules. NOMINATIONS AND APPLICATIONS WILL NOT BE ACKNOWLEDGED OR RETURNED AND, IN FACT, MAY BE DESTROYED. KEEP A COPY OR THE ORIGINAL OF EACH ELEMENT OF ANY NOMINATION OR APPLICATION. ANY NOMINATION OR APPLICATION THAT DOES NOT CONFORM TO THE REQUIREMENTS IN THESE OFFICIAL RULES MAY, IN SPONSOR’S SOLE DISCRETION, BE DEEMED INELIGIBLE.

SUBMISSION REQUIREMENTS

For purposes of these Official Rules, all content submitted by a Nominator or Nominee (including, without limitation, the Nomination, Application, Video, and (if required) Proposal) is referred to as the “Nominee Content.” All Nominee Content in this Contest must meet all of the following requirements (as determined by Sponsor in its sole discretion) or it will be disqualified and the purported Nominee will not be considered in this Contest:

- Nominee Content must be entirely in English.
- Nomination and Application must abide by any restrictions (e.g., maximum word count) described on the Contest Site or in the Nomination Form or Application Form (as applicable). Nomination and Application must be complete and address all questions asked. (If you are a Nominee and do not feel that you can answer a question on the Application Form, make a brief note on the applicable question describing the issue. Sponsor or Administrator may contact you for clarification or additional information.)
- Video must be no longer than three (3) minutes long.
- Video must be no larger than 500 MB and in one of the following file formats: .avi, .mpeg, .mpg, .mov, .mp4, or .wmv.
- Alternately, Video may be posted to YouTube and a link to the Video may be submitted with the Application (in which case the above format or file-size restriction will not apply). If you elect to post your Video to YouTube, your use of YouTube must at all times comply with YouTube’s Community Guidelines, Terms of Service, and any other terms and guidelines applicable to your use of YouTube.
- Any other required attachments must be in .pdf format.
- If any part of the Nominee Content depicts or includes any party other than Nominee or Nominator, Nominator or Nominee must have all rights and permissions from the individual depicted (and, if such individual is a minor, his/her parent or legal guardian) and agrees to provide Sponsor with written confirmation of those rights and permissions upon request.
- Nominee Content must not create or imply any association between Sponsor and any individual or entity or his, her, or its products or services.
Nominee Content must not contain any commercial or corporate advertising (including, without limitation, corporate logos, brand names, and slogans), recognizable branded products, or commercial artwork other than those of the Nominee, Organization or Fiscal Sponsor (where used with permission).

All aspects of the Nominee Content must be originally created by and solely owned by Nominator or Nominee (or his/her Organization or its Fiscal Sponsor, where used with permission) or in the public domain. All third-party content and content unoriginal to Nominator or Nominee (or his/her Organization or Fiscal Sponsor) is prohibited, unless that content is in the public domain.

Nominee Content must be suitable for presentation in a public forum.

Nominee Content must not infringe, misappropriate, or violate any rights of any third party including, without limitation, copyright (including moral rights), trademark, trade secret, or rights of privacy or publicity.

Nominee Content must not include information or content that is false, fraudulent, deceptive, misleading, defamatory, slanderous, libelous (including trade libel), disparaging, unlawfully harassing, threatening, profane, obscene, pornographic, hateful, indecent, inappropriate, or injurious to any Nominator, Nominee, Organization, Released Party, or third party.

Nominee Content must not contain or describe any harmful or illegal activity or content or in any way violate any federal, national, state, provincial, territorial, or local laws, rules, or regulations.

Nominator or Nominee (as applicable) agrees that his/her submission of the Nominee Content in the Contest and agreement to these Official Rules and any Released Party’s display and use of the Nominee Content will not violate any agreement to which Nominator or Nominee, respectively, is a signatory or party.

Nominator or Nominee (as applicable) hereby warrants that his/her Nominee Content is in full compliance with these Official Rules and agrees to indemnify the Released Parties against any and all claims from any third party for any use or reuse by any Released Party of the Nominee Content submitted by such person that is authorized under these Official Rules.

Sponsor reserves the right in its sole discretion to disqualify from the Contest and/or remove from displaying or publishing any Nominee Content that (in its sole discretion) refers, depicts, or in any way reflects negatively upon a Released Party, the Contest, or any other person or entity or does not comply with these requirements or these Official Rules.

WINNER SELECTION/NOTIFICATION:

Eligible Applications will be judged in a multi-stage evaluation process by a panel of judges chosen by Sponsor in its sole discretion. Applications will be judged by a different panel of judges at different stages of the judging process. All panels of judges in this Contest are collectively referred to as the “Judges.” The Judges will evaluate eligible Applications based on the following criteria according to the percentage weights indicated (the “Criteria”):

- **High Impact**: The Nominee’s Organization highly impacts low- to middle-income women and/or children in the Territory and its work has resulted in clear benefits to these populations [35%];
- **Innovative & Responsive Approach**: The Nominee’s Organization has an innovative and entrepreneurial approach that addresses a challenge and its vision in a unique way. The organization is also driven by its efforts to identify community needs, and, in response, build programming and services to affect those needs [30%];
• **Off the Grid:** At the time when Nominees are evaluated in this Contest, the Organization and its programing are not widely known, and are positioned to leverage the funding and/or the visibility provided should it win a Jaffe Award [10%];

• **Scalable:** The Nominee’s Organization can be expanded/replicated and applied to other locations [5%]; and

• **High Caliber of Leadership:** The leadership of the Nominee’s Organization – including the Nominee – has the ability to create, advocate, and influence the Organization’s vision [20%].

At each stage of the judging process, each eligible Application (or, for the later stages, each eligible Application that remains in consideration) will be scored by the applicable panel of Judges in accordance with the Criteria. Each eligible Application will first be reviewed by a panel of Judges assembled from employees and representatives of Administrator (the “**Evaluation Committee**”). The Evaluation Committee will evaluate and score each eligible Application received in this Contest. It will then identify a group of high-scoring Applications to proceed to the second stage of the judging process. In the second stage of the process, the Evaluation Committee will contact the selected Nominees as determined during the first stage of the evaluation process to (a) request that the Nominee complete and return the required Proposal form within the timeframe specified and (b) then discuss the Nominee’s Application, Proposal and Organization via a telephone interview. The Evaluation Committee will then rescore those Applications that progressed to the second round of judging based on the additional information it has gathered through the Proposal and telephone interview(s). The Evaluation Committee will then identify a sub-group of high-scoring Applications (“**Semifinalists**”) and recommend that such Applications proceed to the third stage of the judging process. In the third stage of the evaluation process, a second panel of Judges composed of both employees and representatives of Sponsor and other members of its ascena retail group family of companies (the “**Internal Review Committee**”) will evaluate and score the Semifinalists. Following evaluation by the Internal Review Committee, a group of the highest scoring Semifinalists will be chosen for review in the final round of judging (“**Finalists**”). Finalists will then be presented to the last panel of Judges, consisting of members from external third-party organizations as well as a few high-level members of the Internal Review Committee (the “**External Selection Committee**”), which will review and score each Finalist. Following evaluation by this External Selection Committee, the one (1) Finalist with the highest score from the External Selection Committee in the final round of judging will be selected as the potential winner of the grand prize and the two (2) Finalists with the next-highest scores from the External Selection Committee in the final round of judging will be selected as the potential runners up. In the event of a tie in the selection of any Semifinalist, Finalist, or winner, the tie will be broken by naming as the Semifinalist, Finalist, or winner (as applicable) the Application with the higher score on the “impact” Criterion. If there is still a tie, the tie will be broken by naming as the Semifinalist, Finalist, or winner (as applicable) the Application with the higher score on the “innovative approach” Criterion. Sponsor reserves the right to contact Nominators and Nominees for verification purposes and administration of the Contest, including, without limitation, in order for Administrator to secure the Proposal and conduct the telephone interviews described above. Sponsor, in its sole discretion, may elect to award additional prizes to Finalists receiving scores lower than those of the potential grand-prize winner and runners up in the final stage of the judging process or to non-Finalists. However, Sponsor will at no point have any obligation to do so. Judges may rely on the Nominee Content in evaluating each Nominee and may also supplement the Nominee Content with their own research on the Nominee and his or her Organization (and, if applicable, its Fiscal Sponsor) and with information gathered from the applicable Nominee through the telephone interviews described above. All Judges’ decisions are final and binding in all matters relating to the evaluation of Applications and selection of winners in this Contest. Each Nominee and Nominator acknowledges that other Nominees or Nominators may have created ideas and concepts contained in their Application/Nomination that may have familiarities or similarities to his/her Application/Nomination (including, without limitation,
similarities regarding the Organization and its mission), and that he/she will not be entitled to any compensation or right to negotiate with the Released Parties because of these familiarities or similarities. There is a limit of one (1) prize per Nominee and per Organization in this Contest. In the event there are fewer than three (3) eligible Applications received in this Contest, Sponsor reserves the right to award fewer prizes.

Sponsor or its designee will attempt to notify the potential winners in this Contest on or around September 20, 2019, by mail, telephone, or email (as determined by Sponsor in its sole discretion). The potential prize winners may, in Sponsor's sole discretion, be required to complete, sign, have notarized (if applicable), and return (at winner’s own cost) an Affidavit/Declaration of Eligibility and Liability/Publicity Release (unless prohibited by law), a confidentiality agreement and tax documents (collectively, “Winner Documents”), any or all of which may require the potential winner to provide his or her Social Security Number, and a copy of a government-issued identification or number therefrom, within the time frame specified and in the form provided by Sponsor, without revision, or prize may be forfeited. The Winner Documents, if applicable, must be received by Sponsor from the potential winner within ten (10) days of Sponsor sending the documents to the potential winner or other time frame as stated in the Winner Documents, or prize may be forfeited and an alternate winner may be selected (pursuant to above-described judging process). In addition to the Winner Documents, the Organization identified in the Nominee's winning Application (and/or its Fiscal Sponsor, if applicable) may, in Sponsor’s sole discretion, be required to execute certain prize acceptance, confidentiality, tax, and related documents or prize may be forfeited. If any notification or other Contest-related communication is returned as undeliverable, or if a selected potential winner cannot be reached or does not respond as instructed after Sponsor has attempted to notify that potential winner, that selected winner may be disqualified and an alternate winner may be selected (time permitting and in Sponsor’s sole discretion). Sponsor reserves the right to modify the notification procedures in connection with the selection of any alternate potential winner, if any. The Nomination, Application, prize claim, Winner Documents, and any documents required of Organization (and/or Fiscal Sponsor) by Sponsor are subject to verification by Sponsor. The prizes, if legitimately claimed, will be awarded. Sponsor will not be obligated to pursue more than three (3) alternate winners (time permitting) for any prize for any reason.

PRIZES, QUANTITY AND APPROXIMATE RETAIL VALUE (“ARV”): Subject to verification, one (1) grand-prize winner will receive a grand prize consisting solely of one hundred thousand United States dollars ($100,000 USD). Each of the two (2) runner-up winners will receive one (1) runner-up prize consisting solely of twenty-five thousand United States dollars ($25,000 US). Total approximate retail value (“ARV”) of all prizes offered in this Contest: $150,000 US. Prizes will be awarded in United States Dollars, regardless of the recipient’s place of domicile/formation. The schedule of payment for prizing will be determined by Sponsor in its sole discretion and payments may be provided in installments. EACH PRIZE IN THIS CONTEST WILL BE AWARDED TO THE WINNING NOMINEE’S ORGANIZATION (OR, IF THE ORGANIZATION IS NOT ITSELF A TAX-EXEMPT LEGAL ENTITY, TO ITS FISCAL SPONSOR) FOR THE BENEFIT OF THE ORGANIZATION. PRIZES WILL NOT BE AWARDED TO THE INDIVIDUAL WINNING NOMINEE IN HIS OR HER PERSONAL CAPACITY. IN THE EVENT THAT THE PRIZE WILL BE AWARDED TO THE FISCAL SPONSOR OF THE WINNING NOMINEE’S ORGANIZATION, FISCAL SPONSOR MUST AGREE THAT THE PRIZE WILL BE USED SOLELY BY THE ORGANIZATION FOR THE PURPOSES OF ITS OWN PROGRAMMING (AND WILL NOT BE USED FOR THE GENERAL PURPOSES OR BENEFIT OF THE FISCAL SPONSOR). The Winner Documents (and any documents required to be executed by the Organization or its Fiscal Sponsor, if applicable) may require each winner and his/her Organization (and its Fiscal
Sponsor, if applicable) to represent and warrant that the prize money will be used for Organization purposes. Sponsor, in its sole discretion, may monitor Organization’s use of the prize, and may, as a condition of awarding the prize, require the winner and his or her Organization and/or its Fiscal Sponsor to agree to periodic audits by Sponsor or its representative.

As a condition of accepting a prize in this Contest, each winner will be required to participate in a Jaffe Awards recipient networking and educational seminar organized by Sponsor (“Alumni Summit”) and to also appear at a separate luncheon event hosted by Sponsor (“Luncheon” and, collectively with the “Alumni Summit,” the “Winner Events”). The Alumni Summit is currently scheduled to take place between approximately October 21 and October 23, 2019, at Sponsor’s headquarters in Mahwah, NJ. The Luncheon is currently scheduled to take place on October 24, 2019, in New York, NY. By participating in this Contest and accepting a prize, winner agrees that he or she will make him- or herself reasonably available to attend and participate in the Winner Events. Winner will be allowed to bring one (1) guest to the Luncheon (but not to the Alumni Summit). In the event that a winner lives more than two hundred (200) miles from New York, NY, Sponsor will provide round-trip, economy-class airfare for winner and his or her guest from a Sponsor-selected major airport near winner’s residence in the Territory to a Sponsor-selected airport in or near New York, NY. Regardless of the location of the winner’s residence, Sponsor will provide hotel accommodations (one hotel room, double occupancy) for up to three (3) nights (depending on the ultimate schedule for the Alumni Summit and winner’s travel arrangements) at a Sponsor-selected hotel in or near Mahwah, NJ, and one (1) night at a Sponsor-selected hotel in or near New York, NY. Certain meals will be provided to winner during the Alumni Summit (as determined by Sponsor in its sole discretion), as well as to winner and guest at the Luncheon. Winner and guest will also be provided with ground transportation between the airport and hotel on arrival and departure and between the hotel and each Winner Event. All federal, state, and local taxes and other costs and expenses associated with winner and his/her guest traveling to and participating in the Winner Events (including, without limitation, additional meals, ground transportation charges, incidentals, and gratuities) are the sole responsibility of winner and guest. Winner and guest must have all necessary documents as required for travel to New York, NY (including a valid passport if applicable). Guest must travel on same itinerary as winner and must be at least the age of majority in the guest’s jurisdiction of residence, unless the winner is guest’s parent or legal guardian. Specific travel arrangements will be made by Sponsor in its sole discretion and travel will be subject to additional terms, requirements and restrictions as described in the Winner Documents.

Sponsor is not responsible for any inability or unwillingness of any potential winner’s Organization (or its Fiscal Sponsor, if applicable) to accept or use the prize (or portion thereof) for any reason. Mailed prize elements will only be mailed to the winning Organization’s address within the Territory. Prize details not specifically stated in these Official Rules will be determined in Sponsor’s sole discretion. All federal, national, state, provincial, territorial, and local taxes (including income taxes), as well as any expenses arising from acceptance or use of the prize, operation of the Organization, or administration of its programming and not specified in these Official Rules as being provided as part of the prize, are the sole responsibility of the winner and his/her Organization (and its Fiscal Sponsor, if applicable). Sponsor is not responsible for and will not replace any lost, mutilated, or stolen prize or any prize that is undeliverable or does not reach a winner or Organization because of incorrect or changed contact or bank routing information. If a winner’s Organization (or its Fiscal Sponsor, if applicable) does not accept or use the entire prize for any reason, the unaccepted or unused part of the prize will be forfeited and Sponsor will have no further obligation with respect to that prize or portion of the prize. No transfers or prize substitutions will be made, except at Sponsor’s sole discretion. Sponsor reserves the right to substitute the stated prize or any portion thereof with another prize or component of equal or greater value for any reason. Sponsor is not obligated to award more than the stated prizes. Nominees (on behalf of
themselves and their Organization and, if applicable, its Fiscal Sponsor) waive the right to assert, as a cost of winning any prize, any and all costs of verification and redemption of any prize and waive the right to assert a claim for any liability and publicity which might arise from claiming or seeking to claim said prize.

**LICENSE:** By entering, except where prohibited by law, each Nominator or Nominee (as applicable and, in either case, the “Licensor”) grants to the Released Parties, and their agents, successors, and assigns (“Licensees”), the irrevocable, sublicensable, absolute right and permission to use, edit, modify, cut, rearrange, add to, delete from, copy, reproduce, translate, separate, dub, publish, adapt, and exploit the content of and elements embodied in any Nominee Content submitted by such person, in perpetuity and in any and all media (whether now existing or hereafter devised), including online and in digital media, in any language, throughout the world, and in any manner, including for trade, advertising, promotional, commercial, or any other purposes, without further review, notice, approval, consideration, or compensation. Each Licensor agrees that the Licensees may, but are not required to, attribute the Nominee Content to Licensor. Each Licensor waives and releases the Licensees from any and all claims that Licensor may now or hereafter have in any jurisdiction based on “moral rights” or “droit moral” or unfair competition with respect to the Licensees’ exploitation of the Nominee Content without further notification or compensation to Licensor of any kind, and agrees not to instigate, support, maintain, or authorize any action, claim, or lawsuit against the Licensees, each of their respective licensees, or any other person in connection with this Contest, on the grounds that any use of any Nominee Content (or any derivative works thereof) infringes or violates any of Licensor’s rights (including MORAL RIGHTS) therein.

Each Licensor acknowledges and agrees that nothing in these Official Rules will require a Licensee to use the Nominee Content in part or in whole or to include the Nominee Content in any Licensee-related property, including, without limitation, any Licensees’ web site or any other online or offline property. Each Licensor hereby acknowledges and agrees that the relationship between the Licensor and each of the Licensees is not a confidential, fiduciary, or other special relationship, and that the Licensor’s decision to submit his/her Nominee Content for purposes of the Contest does not place any of the Licensees in a position that is any different from the position held by members of the general public with regard to elements of the Nominee Content (including, as applicable and without limitation, the Nomination Form, Application Form, Video, and Proposal), other than as set forth in these Official Rules. Each Licensor understands and acknowledges that Licensees have wide access to ideas, essays, images, and other creative materials. Each Licensor also acknowledges that many ideas may be competitive with, similar to, or identical each other or to the Organization (and the Organization’s mission or programming) described in his/her Nominee Content or other aspects of the Nominee Content in idea, components, format, or other respects. Each Licensor acknowledges and agrees that such Licensor will not be entitled to any compensation as a result of a Licensee’s use of any such similar or identical material that has or may come to the Licensee from other sources. Each Licensor acknowledges and agrees that Licensees do not now and will not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the Licensor’s copyright in and to any materials included as part of his/her Nominee Content. Each Licensor acknowledges that, with respect to any claim by Licensor relating to or arising out of a Licensee’s actual or alleged exploitation or use of any Nominee Content or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable Licensor will not be irreparable or otherwise sufficient to entitle such Licensor to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition, or other exploitation of any Licensee property or production, and Licensor’s rights and remedies in any such event are strictly limited to the right to recover damages, if any, in an action at law.
LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH NOMINATOR AND EACH NOMINEE (ON BEHALF OF HIM- OR HERSELF AND HIS OR HER ORGANIZATION) AGREES TO RELEASE, DISCHARGE, HOLD HARMLESS AND INDEMNIFY EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY CLAIMS, DAMAGES, DISABILITY, AND COSTS OF LITIGATION AND SETTLEMENT, AS WELL AS ANY LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH PARTICIPATING IN THIS CONTEST OR THE USE, ACCEPTANCE, POSSESSION, MISUSE OR AWARDING OF THE PRIZE OR WHILE PREPARING FOR, PARTICIPATING IN AND/OR TRAVELING TO OR FROM ANY PRIZE- OR CONTEST-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY. THE PRIOR LIMITATION ON DAMAGES IS NOT INTENDED TO LIMIT THE RELEASED PARTIES’ OBLIGATION (IF ANY) TO PAY PREVAILING PARTY COSTS OR FEES, IF RECOVERABLE PURSUANT TO APPLICABLE LAW. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE THE RELEASED PARTIES’ LIABILITY FOR PERSONAL INJURY OR TANGIBLE PROPERTY DAMAGE CAUSED BY THE RELEASED PARTIES, OR FOR THE RELEASED PARTIES’ GROSS NEGLIGENCE, FRAUD, OR INTENTIONAL, WILLFUL, MALICIOUS, OR RECKLESS MISCONDUCT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH WINNER AGREES THAT THE PRIZE IS PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

EACH NOMINATOR AND NOMINEE UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY APPLICABLE JURISDICTION ARE HEREBY EXPRESSLY WAIVED BY HIM/HER. SECTION 1542 READS AS FOLLOWS:

“CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

ADDITIONAL DISCLAIMERS: The Released Parties are not liable to winner, winner’s Organization, any Fiscal Sponsor, any Nominator or Nominee, or any person claiming through such winner, Organization, Fiscal Sponsor, Nominator, or Nominee, for failure to supply the prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) proves to be invalid), equipment failure, actual or threatened terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Sponsor’s sole control. Released Parties assume no responsibility and will not be liable for any of the following, whether caused by a Released Party, the Nominator or Nominee, or by human or other error: Nominations or Applications that are submitted by illegitimate means or Nominations or
Applications in excess of the stated limit; lost, late, incomplete, misdirected, stolen, garbled, incomprehensible, or illegible Nominations, Applications, Proposals, email, mail, or Contest-related correspondence or materials or postage-due mail; address changes of Nominators or Nominees or Nominations not received in accordance with these Official Rules; viruses or technical or mechanical malfunctions; interrupted or unavailable cable or satellite systems; technical, hardware, or software malfunctions of any kind, or unavailable network or Internet service provider connections; failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic or other communications; errors, typos or misprints in these Official Rules, in any Contest-related advertisements or other materials; failures of any of the equipment or programming associated with or utilized in the Contest; unauthorized human and/or mechanical intervention in any part of the entry process or the Contest; or technical or human error which may occur in the administration of the Contest or the processing or evaluation of Nominations or Applications. If for any reason a Nominator’s Nomination or a Nominee’s Application is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, that person’s sole remedy is to submit another Nomination or Application (as applicable) in the Contest. Released Parties are not responsible for: (i) electronic communications that are undeliverable or do not timely reach a participant as a result of any form of active or passive filtering of any kind, (ii) any incorrect contact information supplied by Nominator or Nominee in a Nomination or Application, or (iii) insufficient space in a participant’s email account or voicemail inbox to receive email or voicemail messages. No Released Party is responsible or will have any liability for any purported Video that is removed from YouTube for any reason at any time prior to the award of the prizes in this Contest, including removal in response to the Video being “flagged” or reported as inappropriate. Sponsor reserves the right, in its sole discretion, to cancel, modify, or suspend all or any part of the Contest if it becomes incapable of running as planned for any reason, or if any causes beyond the reasonable control of Sponsor corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, and award the prizes from eligible, non-suspect Applications (if any) received prior to cancellation, modification, or suspension, or as otherwise deemed fair and appropriate by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual found to be tampering with the entry or judging processes or the operation of this Contest, or to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten, or harass any other person. If any person supplies false information, obtains a prize by fraudulent means, is otherwise determined to be in violation of these Official Rules in an attempt to obtain any prize, or assists another in doing any of the preceding acts, Sponsor may disqualify that person and seek damages from him or her and that person may be prosecuted to the full extent of the law. Nominators and Nominees agree to not damage or cause interruption of the Contest or the Contest Site and/or prevent others from participating in the Contest or using the Contest Site. Sponsor reserves the right, in its sole discretion, to void a Nomination or Application submitted by any Nominator or Nominee who Sponsor believes has attempted to tamper with or impair the administration, security, fairness, or proper play of this Contest. Sponsor reserves the right to restrict or void Nominations, Applications, or other participation from any IP address if any suspicious Nomination, Application and/or other participation is detected. CAUTION: ANY ATTEMPT BY A NOMINATOR, NOMINEE, OR ANY OTHER INDIVIDUAL TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY SUCH INDIVIDUAL AND TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

GENERAL: By participating, and as a condition of participation, each Nominator and Nominee (in his or her personal capacity and on behalf of his or her Organization) agrees to the use of his/her name, voice, likeness, biographical data and/or information contained in his/her Nominee Content for advertising and promotional purposes in any and all media now known or hereafter devised, worldwide (including online) in perpetuity by the Sponsor, its promotional partners, and third-party marketing entities, without
additional compensation, review, or approval, except in Tennessee and where otherwise prohibited by law (but nothing contained in these Official Rules obligates Sponsor to make use of any of the rights granted herein and Nominator/Nominee waives any right to inspect or approve such use).

Sponsor’s decisions will be final in all matters relating to this Contest, including interpretation of these Official Rules, acceptance or disqualification of purported Nominations and Applications, selection and verification of potential winners, and awarding of the prizes. By participating, each Nominator and Nominee (in his or her personal capacity and on behalf of his or her Organization) agrees to be bound by these Official Rules and the decisions of Sponsor. If any provision of these Official Rules shall be found unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor’s failure to insist upon or enforce strict performance of any provision of these Official Rules shall not be construed as a waiver of any provision or right. No waiver of any term or condition of these Official Rules shall be deemed a further or continuing waiver of such term or condition or any other term or condition. In the event of an alleged or actual ambiguity, discrepancy, or inconsistency between disclosures or other statements contained in any Contest materials and the terms and conditions of these Official Rules, it will be resolved in Sponsor’s sole discretion. EACH NOMINEE ACKNOWLEDGES THAT IF HE/SHE IS CHOSEN AS A WINNER, CERTAIN OF HIS/HER IDENTIFYING INFORMATION MAY BE DISCLOSED TO THIRD PARTIES AT LEAST AS REQUIRED BY LAW INCLUDING, WITHOUT LIMITATION, ON A WINNER LIST MADE AVAILABLE TO MEMBERS OF THE GENERAL PUBLIC.

GOVERNING LAW/DISPUTES/ARBITRATION: EACH NOMINATOR AND NOMINEE (IN HIS OR HER PERSONAL CAPACITY AND ON BEHALF OF HIS OR HER ORGANIZATION) AGREES THAT THESE OFFICIAL RULES AND HIS/HER PARTICIPATION IN THE CONTEST ARE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. BOTH SPONSOR AND NOMINEE/NOMINATOR/ORGANIZATION WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO BRING OR RESOLVE ANY DISPUTE AS A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION. NOTWITHSTANDING ANY PROVISION IN THE JAMS (DEFINED BELOW) RULES TO THE CONTRARY, THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY OR ANY JURISDICTION TO HEAR THE ARBITRATION AS A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION OR TO CONSOLIDATE, JOIN, OR OTHERWISE COMBINE THE CLAIMS OF DIFFERENT PERSONS INTO ONE PROCEEDING.

SPONSOR AND NOMINATOR/NOMINEE/ORGANIZATION EACH AGREES TO FINALLY SETTLE ALL DISPUTES ONLY THROUGH ARBITRATION; PROVIDED, HOWEVER, THE SPONSOR SHALL BE ENTITLED TO SEEK INJUNCTIVE OR EQUITABLE RELIEF IN THE STATE AND FEDERAL COURTS LOCATED IN ROCKLAND COUNTY, NEW YORK, AND ANY OTHER COURT WITH JURISDICTION OVER THE PARTIES. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND REVIEW IS LIMITED. THE ARBITRATOR’S DECISION AND AWARD IS FINAL AND BINDING, WITH LIMITED EXCEPTIONS, AND JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT WITH JURISDICTION. THE PARTIES AGREE THAT, EXCEPT AS SET FORTH ABOVE OR AS OTHERWISE PROHIBITED BY LAW, ANY CLAIM, SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS CONTEST WILL BE RESOLVED SOLELY BY BINDING ARBITRATION BEFORE A SOLE ARBITRATOR UNDER
THE STREAMLINED ARBITRATION RULES PROCEDURES OF JAMS INC. ("JAMS") OR ANY SUCCESSOR TO JAMS. IN THE EVENT JAMS IS UNWILLING OR UNABLE TO SET A HEARING DATE WITHIN FOURTEEN (14) DAYS OF THE FILING OF A "DEMAND FOR ARBITRATION," THEN EITHER PARTY CAN ELECT TO HAVE THE ARBITRATION ADMINISTERED BY ANOTHER MUTUALLY AGREEABLE ARBITRATION ADMINISTRATION SERVICE WHO WILL HEAR THE CASE. IF AN IN-PERSON HEARING IS REQUIRED, THEN IT WILL TAKE PLACE IN CHICAGO, IL, NEW YORK CITY, NY, LOS ANGELES, CA, ATLANTA, GA OR DALLAS, TX (WHICHEVER IS CLOSEST TO NOMINATOR/NOMINEE’S RESIDENCE OR ORGANIZATION’S PRINCIPAL OFFICE, AS APPLICABLE) OR – IF REQUIRED BY THE JAMS RULES – IN THE NOMINATOR/NOMINEE’S HOMETOWN OR LOCATION OF THE ORGANIZATION’S PRINCIPAL OFFICE, AS APPLICABLE. THE GOVERNING LAW THAT APPLIES TO THESE OFFICIAL RULES WILL ALSO APPLY DURING THE ARBITRATION. DISPUTES WILL BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS AND WILL NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDINGS THAT INVOLVE ANY CLAIMS OR CONTROVERSY OF ANOTHER PARTY, INCLUDING ANY CLASS ACTIONS OR CLASS ARBITRATIONS; PROVIDED, HOWEVER, IF FOR ANY REASON ANY COURT OR ARBITRATOR HOLDS THAT THIS RESTRICTION IS UNCONSCIONABLE OR UNENFORCEABLE, THEN THE AGREEMENT TO ARBITRATE DOES NOT APPLY AND THE DISPUTE MUST BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN (OR HAVING JURISDICTION OVER) ROCKLAND COUNTY, NEW YORK. SPONSOR AGREES TO PAY THE ADMINISTRATIVE AND ARBITRATOR'S FEES IN ORDER TO CONDUCT THE ARBITRATION (BUT SPECIFICALLY EXCLUDING ANY TRAVEL OR OTHER COSTS OF NOMINATOR/NOMINEE/ORGANIZATION REPRESENTATIVE TO ATTEND THE ARBITRATION HEARING). EITHER PARTY MAY, NOTWITHSTANDING THIS PROVISION, BRING QUALIFYING CLAIMS IN SMALL CLAIMS COURT. IN NO EVENT WILL NOMINATOR/NOMINEE/ORGANIZATION SEEK OR BE ENTITLED TO RESCISSION, INJUNCTIVE OR OTHER EQUITABLE RELIEF OR TO ENJOIN OR RESTRAIN THE OPERATION OR EXPLOITATION OF THE CONTEST (PROVIDED THAT NOTHING HEREIN WILL RESTRAN A CALIFORNIA RESIDENT’S RIGHT, IF ANY, TO SEEK PUBLIC INJUNCTIVE RELIEF AS PERMITTED BY LAW).

Further, in any such dispute, under no circumstances will Nominator, Nominee, or Organization be permitted or entitled to obtain awards for, and hereby waives all rights to claim incidental or consequential damages, and the aggregate liability of the Released Parties will not exceed TEN U.S. DOLLARS ($10 USD), and he/she/it further waives all rights to have damages multiplied or increased.

PRIVACY: Personal information collected from Nominators and Nominees will be used to administer the Contest as described above and in accordance with the jaffeawards.com Privacy Policy, available at http://www.jaffeawards.com/jaffe/privacy-policy.aspx.

RULES/WHO WON?: A copy of these Official Rules and information about who won is available by sending an email with the subject line “Rules Request” or “Who Won?” (as applicable) to jaffeaward@tccgrp.com. Rules requests must be received no later than the Application Deadline. Requests for winner information must be received no earlier than October 24, 2019, and no later than January 26, 2020. Only one (1) request per email will be fulfilled.

SPONSOR: ascena foundation, 933 MacArthur Boulevard, Mahwah, New Jersey 07430.

ADMINISTRATOR: TCC Group, Inc., 333 Seventh Ave, 9th Floor, New York, NY 10001.