

# Shine the Light Contest

## 2021 Contest Rules



### About the Contest:

The Touchstone Energy Cooperatives of Iowa (“Sponsor”) value human energy and appreciate the people who make our communities better. That’s why we’re launching a contest to celebrate community volunteers in our state. This is an opportunity for the employees and member-consumers of Iowa’s electric cooperatives to nominate someone who has made a positive impact in their community. In addition to being recognized in *Living with Energy in Iowa* magazine, the person you nominate could be one of three winners who will receive a \$1,500 donation for their charity or community organization.

### Contest Sponsor:

The Sponsor of this Contest is the Touchstone Energy Cooperatives of Iowa through the Iowa Association of Electric Cooperatives (IAEC), 8525 Douglas Ave., Suite 48, Urbandale, IA 50322. The Contest’s prizes will be solely managed and awarded by IAEC. The Contest is in no way sponsored, endorsed, or administered by, or associated with, Facebook, Instagram or Twitter.

### Contest Period:

The Contest consists of an Entry Period followed by winner selection by a panel of judges selected by IAEC. The Entry Period begins at 12:00 a.m. Central Time (“CT”) on June 1, 2021, and ends at 11:59 p.m. CT on June 30, 2021. Winners will then be selected by the panel of judges and announced on or about August 16, 2021.

### How to Enter:

You can enter the Contest through the Contest website. To enter during the Entry Period, answer the nomination question that complies with these Official Rules (“Entry”) to the Contest website. In 500 words or less, your nomination answer should creatively showcase how your nominee has positively impacted your community.

All Entries will be reviewed by Sponsor for compliance with these Rules. Visit [www.IowaShineTheLight.com](http://www.IowaShineTheLight.com) and follow Contest instructions to submit an Entry. In addition to answering questions about your nominee, you will be required to complete and submit an entry form with your first name, last name, zip code, local co-op name, phone number and email address for official entry into the Contest.

## **Entrant/Nominator and Winner Eligibility:**

To enter, you must be the legal age of majority where you reside and a U.S. citizen or permanent legal resident. Any individual you nominate (Nominee) in your Entry must also be the legal age to participate in this Contest in his/her place of residence and a U.S. citizen or permanent legal resident. By nominating an individual and featuring him/her in your Entry, you (1) represent and warrant that you have the individual's permission to feature the individual and his/her name, image, and/or likeness in your Entry, and (2) the individual has granted permission for your Entry to be publicly posted in any form, manner or media and for IAEC, the Touchstone Energy Cooperatives of Iowa and *Living with Energy in Iowa* magazine to use your Entry and the individual's name, image, or likeness for any commercial or non-commercial purposes. If any individual objects to these terms, or their appearance therein, the Entry will be disqualified.

Entrant/Nominator or Entrant's/Nominator's immediate family (spouse or parent) or other persons residing in the same household as Entrant/Nominator must be a member-consumer or an employee of an Iowa electric cooperative or a customer or employee of an affiliated municipal electric utility.

Employees, officers, directors, agents, and representatives of any Iowa electric cooperative or an affiliated municipal electric utility are not eligible to be a Nominee and thus cannot win any prizes in the Contest. **Employees, officers, directors, agents, and representatives of any Iowa electric cooperative or affiliated municipal electric utility may submit Entries as a Nominator; however, as noted above, their Nominees cannot be employees, officers, directors, agents, or representatives of an Iowa electric cooperative or affiliated municipal electric utility. Entries of this type will be disqualified and ineligible to win any prizes in the Contest.**

Sponsor's advertising agencies, law firms, or other service providers, and immediate family or persons living in the same household as any of the foregoing are not eligible to enter or win.

All Nominees in this Contest are not entitled to any direct or indirect compensation or pecuniary benefit by nature of their status as Nominees herein. Nominees may not be employees, officers, directors, agents, or have an ownership stake in any charity or community organization who ultimately receives a prize as a result of this Contest; *provided, however*, Nominees may be bona fide uncompensated and financially uninterested volunteers of such charity or community organization.

## **Single Submission per Person and Email Address:**

Limit one Entry (Nomination) per person and email address during the Entry Period (June 1-30, 2021). You may not create multiple accounts using multiple identities to gain more than the Entry limit. Entries received from the same person or email address in excess of the stated limit will be void, and only the first Entry received will be considered.

## **Entry Criteria:**

Your Entry must depict how your nominee has made a positive impact in your community. This may be accomplished, for example, by including a caption with your Entry.

In addition, your Entry must meet the following criteria:

- Entries will be allowed that were previously submitted to a national Touchstone Energy #WhoPowersYou contest but did not win a prize, as long as such Entries meet all of the criteria described in these Official Rules.
- Entries that were previously submitted to another contest or promotion not sponsored by Sponsor or that were otherwise featured in any public media may be submitted, provided that such Entries meet all of the criteria described in these Official Rules. In addition, such entrants represent and warrant that they have the right to submit the Entries to this Contest and Sponsor's use of the Entries will not infringe on any third party's rights or violate an Entrant's obligations to a third party.
- Every Entry and every Entry's content must be in keeping with this Contest's Sponsor's image and reputation, and cannot contain any offensive, defamatory, obscene, lewd, discriminatory, unlawful, or inappropriate content, as determined by Sponsor in its sole discretion.
- May only contain content for which you have, or have the power to grant, all required consents and approvals.
- May only contain or depict the name, image, likeness, and personally identifiable information (PII) of individuals who expressly consented; provided, however, that in no event may any Entry contain sensitive PII, or such other sensitive information, like health information. If requested by Sponsor, Entrants must be able to provide proof of consents received and shall timely deliver such consent to Sponsor as requested.
- **Cannot feature any individuals who are minors, without the express written consent of the minor's legal guardians, which must be provided to Sponsor consistent with the above.**
- Cannot include any third-party trademarks (logos, names), copyrighted materials (music, images, videos), or any other type of protected intellectual property that you do not own or have the right to use for purposes of an Entry in this Contest, and for Sponsor's future use.

By submitting an Entry you agree to these Official Rules and confirm your Entry conforms to the Entry requirements. We will, at our sole discretion, disqualify any Entry received in excess of the Entry limit and any Entries not meeting the Entry criteria.

By submitting an Entry, you grant Sponsor and its representatives, agents, and assigns a perpetual, irrevocable, royalty-free right and license to use your Entry in any media whatsoever now known or later invented for any non-commercial or commercial purpose, without further permission from or compensation to you. You further agree to have your name, image, likeness or town of residence displayed online and in print or in any other media, and used by us for any purpose, at any time, without any fee or other form of compensation. We reserve the right to disqualify an Entry, without notice, and for any reason.

## **Winner Determination and Prizes:**

Following the close of the Entry Period, a panel of judges selected by Sponsor will review all eligible Entries and select winners based on the following judging criteria, each to be weighted equally: (1) creativity and originality; and (2) the nominee's positive impact on your community. The three (3) Entries with the highest score will be deemed potential winners.

In the event of a tie, an additional tie-breaking judge will determine the potential winner(s) based on the judging criteria. Sponsor reserves the right to select fewer than three (3) potential winners in the event that Sponsor does not receive a sufficient number of eligible Entries. The decisions of the judges are final and binding.

## **Contest Prizes and Collection:**

Prizes will be awarded to the local charities or community organizations that were named in the winning nominations, in the amount of a \$1,500 donation made in each Nominee's name. **The Entrant/Nominator** who submit Entries will not receive a prize.

Prizes for **Nominees** will include three donations of \$1,500 each. The local charity or community organization referenced in a winning nomination will receive a check in the amount of \$1,500, which will be donated from Sponsor in the Nominee's name.

Total retail value of all prizes = \$4,500

Sponsor will work with winning Entrants/Nominators (Contest Winners) and their Nominees (Prize Winners) to manage prize delivery. Contest Winners will be notified via email within fourteen (14) days following the end of the judging period. During this time, Contest Winners are required to provide current and active contact information for their Prize Winners. Sponsor will then contact potential Prize Winners using the contact information provided by the Contest Winners who nominated them. Contest Winners and Prize Winners may be required to complete and sign an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law) and any other documents or tax forms required by Sponsor, which must be returned within ten (10) days of date appearing on notification. If any notification or prize is returned as undeliverable, if Sponsor is unable to contact Contest Winner or Prize Winner within a reasonable time period, or if no response is received within the specified prize claim deadline, Sponsor may award the prize to the next highest scoring Entry or chose not to award the prize at all.

Prize Winners may not substitute, assign, or transfer any prize, but Sponsor reserves the right, in its sole discretion, to substitute any prize with one of comparable or greater value. If you are unable or unwilling to accept your prize, Sponsor will award it to an alternate potential Prize Winner or chose not to award the prize at all. **If a local charity or community organization accepts a prize, it will be solely responsible for all applicable taxes related to accepting the prize.**

## **Odds of Winning:**

The odds of winning each prize are not reasonably subject to prediction before the close of the Contest. The odds of winning depend on number of eligible Entries received.

## **Other Conditions:**

By entering this Contest or accepting any prize, you agree: (a) to abide by these Official Rules and decisions of Sponsor and judges, which shall be final and binding in all respects relating to this Contest; (b) to release, discharge, indemnify and hold harmless Sponsor, and all of their respective affiliates, subsidiaries, advertising and promotion agencies, law firms, and service providers, and the respective officers, directors, shareholders, members, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from your participation in the Contest or any Contest-related activity or the acceptance, possession, use or misuse of any prize; and (c) to the use of your name, Entry, photograph, image or likeness for any commercial or non-commercial purposes including, without limitation, programming, advertising, and publicity, in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents and without prior notice, approval or inspection. You agree to execute specific consent to such use if asked to do so.

As used in relation to this Contest and its rules, terms, and conditions, the phrase "charity or community organization" (whether in the plural or singular), means a tax-exempt entity duly organized and in good standing under either Section 501(c)(3) or 501(c)(4) of the Internal Revenue Code. Only such "charity and community organizations" as defined herein, and not otherwise specifically excluded by the Rules of this Contest, are eligible to receive donations arising from this Contest. The following entities, organizations, or associations are specifically ineligible to receive donations arising from this Contest: (i) One-time fundraising efforts or operations, whether tax-exempt or not (i.e., "GoFund Me" pages, single-purpose crowdfunding operations, or the like); (ii) Civil leagues, whether tax-exempt under Section 501(c)(4) of the Internal Revenue Code or not; (iii) Social clubs, whether tax-exempt under Section 501(c)(7) of the Internal Revenue Code or not (unless such social club(s) are designed and operated for local programs generally available to the broader community regardless of membership in such social club(s)); (iv) Labor organizations or any kind, whether tax-exempt under Section 501(c)(5) of the Internal Revenue Code or not; (v) Business leagues of any kind, whether tax-exempt under Section 501(c)(6) of the Internal Revenue Code or not; (vi) Political organizations, parties, or committees of any kind, regardless of any tax-exempt status or not and regardless of ideological affiliation or not; (vii) Religious organizations of any kind, regardless of any tax-exempt status or not (unless the donation arising from this Contest is dedicated to a non-sectarian social service activity or purpose generally available to the broader community regardless of religious affiliation to such religious organization(s)). Notwithstanding the above, the panel of judges selected by the Sponsor reserves sole discretion and authority to determine whether a prospective "charity or community organization" meets or fails to meet the criteria described in this paragraph for the purposes of this Contest.

Released Parties are not responsible for lost, late, incomplete, illegible, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of Entries, the

announcement of the prizes, the incorrect uploading of an Entry in any Contest-related materials. 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 Contest. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website.

Persons who tamper with or abuse any aspect of the Contest or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Entries will be void. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, or in the event the Contest is unable to run as planned for any other reason, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential winners from all eligible, non-suspect Entries received prior to action taken using the judging criteria outlined above. Should multiple users of the same e-mail account enter the Contest and a dispute arises regarding the identity of the entrant, the authorized account subscriber of said e-mail account at the time of Entry will be considered the entrant and must comply with these Official Rules. "Authorized account subscriber" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization, which is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

### **For Questions:**

For Questions about this Contest or its administration, please contact Erin Campbell at the Iowa Association of Electric Cooperatives at [ecampbell@iowarec.org](mailto:ecampbell@iowarec.org) or 800-798-7037.