

Derby Festival Community Champions Sponsored By Amazon

No purchase necessary to enter or win.

1. Eligibility: *Derby Festival Community Champions Sponsored by Amazon* (“Champions Program”) is open to legal residents of and located in the Louisville Metropolitan area, including Southern Indiana, who are 18 or older.

Persons in any one of the following categories are not eligible to enter the Community Champions Sponsored by Amazon: Employees, directors or agents of the Kentucky Derby Festival; persons engaged in any way with the production or development of the Community Champions Sponsored by Amazon promotion; and the immediate family or members of the household of any ineligible person. Amazon Warehouse employees shall be deemed eligible to participate.

2. Nomination Period: Nominations will be accepted between October 12, 2020, at approximately 12:00 AM Eastern Time (“ET”) and November 6, 2020, at approximately 11:59 PM ET (“Nomination Period”).

3. Nominations: During the Nomination Period, to submit your nomination for the Champions Program log on to [KDF.org/communitychampions](https://www.kdf.org/communitychampions) and fill out the submission form providing all required contact information for you (“Nominator”) and your “Community Champion” nominee (“Nominee”).

A “Community Champion” is defined as a person who has devoted themselves to sustained and selfless service during these unprecedented times.

Examples include (but are not limited to):

- **Neighborhood Champions:** Individuals or businesses who have demonstrated their desire and willingness to help or brought awareness to those in need of assistance (monetary, supplies, etc.).
- **Medical Champions:** This is both the Frontline workers like nurses, emergency medical responders, and doctors, but also the backline medical workers like researchers, pharmacists, lab technicians, therapists, medical personnel for their heroic work in providing aid.
- **Warehouse and Delivery Champions:** Packaging, processing & fulfillment personnel, delivery persons, and postal workers who have provided the highest standard of customer service and dedication to keep our community safely supplied.
- **Education Champions:** Teachers, school administrators, janitors, and other workers in education for their extra efforts to keep students safe, informed, and educated.
- **Government Champions:** Government employees who have gone above and beyond the call of duty to keep our community safe and informed.
- **Media Champions:** Reporters, editors, on-air personalities, and other media figures for their work to keep our community safe and informed.
- **Public Service Champions:** Firefighters, social workers, law enforcement, sanitation workers and other public service personnel for their heroic work to keep us healthy and safe.
- **Retail or Food Service Champions:** Retail and food service workers for their contributions to keep our community safely supplied and fed.

The following are the elements that are required in an official nomination for the Community Champions Sponsored by Amazon:

- Name of individual submitting nominee
- Nominee's Name/Entity (if a business)
- Nominee's address
- Nominee's phone number
- Nominee's email address
- A description in 150 words or less on what makes the nominee a Community Champion, including specifics about the person's occupation or activities that make them a Community Champion.
- Photos/videos of nominee(s) are encouraged though not required.

Nominator should have the permission of the Nominator to nominate him/her as part of this Champions Program.

Self-nominations will be accepted. Nominations may only be submitted in the name of a single person; group nominations are not acceptable. Nominee's community services cannot be done on behalf of or be affiliated with a political and/or religious organization. Nominations are valid for a period of one year. There is no limit on the number of Nominees a Nominator can nominate; however, a Nominator may only nominate any Nominee one (1) time.

Multiple nominations received for the same Nominee from a single Nominator will be void. False or deceptive nominations or acts may render a Nominee ineligible. All nominations become the property of Promoter and will not be returned.

Nomination must be true and verifiable and the original work product of the Nominator. No part of the Nomination may have been previously published, have won previous awards, or infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity.

Prohibited Content: Nomination may not contain, as determined by the Promoter, in its sole discretion, any content that:

- is sexually explicit or suggestive; is obscene or offensive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; endorses any form of hate or hate group; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing);
- promotes any activities that may appear unsafe or dangerous;
- promotes any particular political agenda or message;
- defames, misrepresents or contains disparaging remarks about Promoter, its products or services, or other people or companies;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) (with the exception of Promoter products, trademarks and/or logos)

- or copyrighted materials (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media) owned by others, without permission, to the extent permission is necessary;
- contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses or materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead; contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will with which Promoter wishes to associate;
- and/or violates any law, rule or regulation.

If the Nomination contains any material or elements that are not owned by the Nominee and/or which are subject to the rights of third parties (e.g., the video was filmed by someone other than the Nominee), the Nominee is responsible for obtaining, prior to submission of the nomination, any and all releases and consents necessary to permit the use and exhibition of the nomination by Promoter in the manner set forth in these Terms. Promoter reserves the right to request proof of these permissions in a form acceptable to Promoter from any Nominee at any time. Failure to provide such proof, if requested, may render nomination null and void.

4. Publicity Grant/Use of Nominations:

By submitting a nomination, participants (both Nominees and Nominators) hereby grant to Promoter and its designees, successors, licensees and assigns a nonexclusive license to edit, modify, reproduce, distribute, display, perform, create derivative works based upon, or otherwise exploit the nomination and all elements embodied therein, in whole or in part, including, without limitation, their names, cities and states of residence and likenesses, voices, performances, and/or images in any manner, in any and all media, now known or hereafter devised, throughout the world in perpetuity, for advertising, promotional and other purposes, without further compensation, notification or permission. Participants agree that Released Parties (as defined below) are not responsible for any unauthorized use of nominations by third parties. Promoter has no obligation to make use of the rights granted herein.

5. Judging for the Community Champions Award: Promoter will review all eligible nominations received to determine a Community Champion based on the following judging criteria:

- Level of commitment to supporting others and the community through their actions and activities.
- The impact that the nominee's work in the community and that their work has made a difference to those being helped.
- Initiation of good citizenship through their actions and activities.
- Commitment to sustained and selfless service to others and the community.

Promoter reserves the right not to provide all awards if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Nominations. Promoter will not reveal the judging scores for any Nomination. The decisions of the Promoter and judges will be final and binding.

Non-winning nominations will carry forward into subsequent judging periods, if any. If more than one nomination is received for a particular Nominee, Promoter, in its sole discretion, may consider any of the nominations for that Nominee in its judging. Whether a Nominator is identified and which Nominator is identified, if there are multiple nominations for one individual, is in the sole discretion of Promoter.

Nominees may be contacted to provide additional information and have their information verified. Promoter reserves the right to conduct research (i.e., review website, and personal social media pages and/or request and require additional information from nominees in order to have their nomination considered.

6. Notification and Publication: Potential Community Champions will be notified by phone and/or email and may be required to submit additional information. If, despite reasonable efforts, a potential Community Champion does not respond within seventy-two (72) hours of the first notification attempt, or if the notification is returned unclaimed or undeliverable, such potential Community Champion will be disqualified and a runner-up for that judging period may be notified, in Promoter's sole discretion. Potential Community Champions must agree to participate in promotional campaign with Promoter, which may include photographs and/or in person interviews. For any reason, if a potential Community Champion declines, such potential Community Champion will be disqualified and Promoter reserves the right to select an alternate Community Champion.

7. Award: A Kentucky Derby Festival Prize Package including a \$500 Amazon Gift Card, two (2) 2021 Pegasus Parade VIP tickets and a 2021 Official Kentucky Derby Festival framed poster. Total Award Approximate Value: \$599. Taxes on Award is the sole responsibility of the Community Champion. Award is provided "as is" with no warranty or guarantee, either express or implied. Manufacturer's limited warranty will apply. All costs and expenses associated with Award acceptance and use not specified herein as being provided are the sole responsibility of the Community Champion. Community Champion may not substitute, assign or transfer Award, but Promoter reserves the right, at its sole discretion, to substitute a prize of comparable or greater value. Non-cash portion of Award is not redeemable for cash. All Award details are at Promoter's sole discretion. Limit one (1) Award per person.

8. General: By participating, each participant agrees to release, indemnify, discharge and hold harmless Promoter, its parent, related entities, distributors, affiliates, subsidiaries, retailers, and advertising and promotion agencies, and the respective officers, directors, shareholders, 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 participant's participation in the Award Program or any Award Program-related activity, the acceptance of the Award Program and/or Promoter's use of the rights granted herein. If, for any reason, the Champions Program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes which corrupt or affect the administration, security, fairness, integrity of the entry site, Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process and to cancel, terminate, modify or suspend the Award Program and, if terminated, at its discretion,

select the potential Community Champion(s) from all eligible, non-suspect nominations received prior to action taken using the judging procedure outlined above or as otherwise deemed fair and appropriate by Promoter.

Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled nominations, messages, email or mail; 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 Award Program, including, without limitation, errors or difficulties which may occur in connection with the administration of the Award Program, the processing or reviewing of nominations, the announcement of the Awards or in any Award Program-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 Award Program.

Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Program. Persons who tamper with or abuse any aspect of the Program who act in an unsportsmanlike or disruptive manner or who are in violation of these Terms, as solely determined by Promoter, will be disqualified and all associated nominations will be void.

CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE AWARD PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, PROMOTER RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

9. Data Collection and Use: Entry information is owned by Promoter. You understand you are providing your entry information to the Promoter. The entry information provided will only be used in the event that entrant is selected as a winner or if the entrant has indicated he/she would like to receive additional information from Promoter. The Promoter will not provide any entry information to a third party.

10. Promoter: Kentucky Derby Festival, Inc., 1001 S. Third Street, Louisville, KY 40203.
Any questions, comments or complaints are to be directed to Promoter.