



## 2019 Better Neighbor Fund

### Official Application Rules

Town & Country Federal Credit Union (“Town & Country” or “We”) continually strives to improve the lives of its members and of the local communities they serve. The Town & Country Better Neighbor Fund program (the “Better Neighbor Fund program”) is Town & Country’s online grant initiative designed to support programs, activities and innovative ideas intended to improve and support local communities within Southern Maine.

These Official Application Rules (the “Rules”) govern the terms and conditions of applying and voting for Better Neighbor Fund program grants (the “Grants” or “Grant”). No purchase is necessary. By submitting your application, you accept and agree with these Rules.

#### Overview:

- Grants are only given for community development projects and initiatives that benefit communities within Southern Maine and that can be completed within 12 months from the date of the Grant receipt;
- Only 501(c)(3) registered organizations are eligible to receive the Grants on the terms described in these Rules;
- A 501(c)(3) registered organization can apply on its own behalf or an individual or another entity can apply to nominate a 501(c)(3) registered organization;
- The recipients of the Grants will be selected by a popular vote as described in these Rules;
- Any person who is at least 16 years within the 50 U.S. States or District of Columbia is eligible to vote on the terms described in these Rules; and
- There will be eight (8) Grants available to be awarded for a total of \$25,000.
- Town & Country Federal Credit Union is the sponsor of the Better Neighbor Fund. Our contact information is: P.O. Box 9420, South Portland, ME, 04116-9420, [marketing@tcfcu.com](mailto:marketing@tcfcu.com)

Before submitting an application, please read the guidelines below. Click the checkbox to indicate your understanding and agreement to these guidelines.

By participating in this program, you agree to Town & Country's privacy policy and terms and conditions available on our website [www.tcfcu.com](http://www.tcfcu.com), and your application and personal information provided will be shared with Town & Country and/or its designated partners. You may also be contacted by Town & Country and/or its partners in connection with the Better Neighbor Fund program.

### **Eligibility**

Only Maine nonprofit corporations registered as 501(c)(3) organizations with the Internal Revenue Service (a "Qualified Nonprofit") may qualify as eligible grant recipients ("Eligible Grant Recipients").

Any person of at least 16 years of age within the 50 U.S. States or District of Columbia is eligible to vote (a "Voter").

Employees, officers, and directors of Town & Country and their immediate family members (spouse, parent, child, sibling) and persons living in the same household (whether related or not) are **not** eligible to participate (submit Applications or vote) in the Better Neighbor Fund program.

Applicants and voters must strictly follow these Rules for their applications and/or votes to be considered. We reserve the right to disqualify any Applicant or Voter at any time for failure to comply with these Rules; for acting in an unsportsmanlike, disruptive or fraudulent manner, or with intent to annoy, abuse, threaten, harass any other person or act fraudulently in any manner for tampering with the application or voting process; or for any other reason that we determine in our sole discretion.

### **Better Neighbor Fund Program Time Period**

Applicants may submit their applications between 12:00 a.m. ET on Tuesday, September 3, 2019 and until the earliest of Town & Country's receipt of the first twenty-five (25) properly submitted Applications, or Wednesday, September 25, 2019 (the "Application Period"). Voters may vote on the submitted Applications between Tuesday, October 1, 2019 and 11:59 p.m. ET on Thursday, October 31, 2019 (the "Voting Period").

### **Available Better Neighbor Fund Grants**

There will be a total of eight (8) Grants available to be awarded for a total of \$25,000, specifically:

- Three (3) Grants in the amount of Five Thousand (\$5,000.00) Dollars; and
- Five (5) Grants in the amount of Two Thousand Dollars (\$2,000.00).

Town & Country reserves the right to award fewer than eight (8) Grants and to change the Grant amounts if the number or quality of Applications necessitates that, or if it otherwise so chooses in its sole discretion.

## **How to Apply**

During the Application Period, please visit our website at [www.tcfcu.com](http://www.tcfcu.com) to complete the application to nominate your project, initiative, or idea.

There are two primary ways to apply. First, a Qualified Non-profit may submit an Application on its own behalf. Alternatively, an individual may submit an Application nominating a Qualified Non-profit (if nominated, such Qualified Non-profit will be referred to as the “Organizational Nominee” in these Rules). The person who submitted the Application will be considered the Applicant.

Only one (1) application per Applicant is permitted. Only the first twenty-five (25) properly submitted applications – or fewer if fewer than twenty-five (25) applications have been submitted by the close of the Application Period - will be eligible to complete for a Grant.

All Applications must be submitted through the Town & Country website [www.tcfcu.com](http://www.tcfcu.com) and all Votes must be registered through the Town & Country Facebook page. The name of the person/organization submitting the Application must be the name of the person/organization who registered through the Town & Country website with such email address, and the authorized account holder of such email address, otherwise, an Application may be deemed void. In the event of dispute over the identity of an Applicant, an Application will be declared made by the authorized registered user of the website through which the Application was entered, and potential Eligible Grant Recipient may be required to provide identification sufficient to show that he/she or it is the authorized account holder of such account. It is the sole responsibility of the Applicant to notify Town & Country in writing if the Applicant changes his/her/its e-mail or postal address at any time before the Grants are awarded.

### **Every Application MUST:**

- Be in the English language;
- State the Applicant’s name, mailing address, phone number, and email address, as well as the name, capacity, and contact information, including email address, of the person making the submission on behalf of the Applicant (as may be applicable);
- Briefly describe the Applicant or the Organizational Nominee (as may be applicable) and its mission; and
- Describe the Applicant’s or the Organizational Nominee’s (as may be applicable) project with details on how the funds will be used and an impact statement outlining how the project meets the needs of the Applicant’s community in Southern Maine (note that the initiative or project described in the Application must be completed within twelve (12) months from receipt of the Grant);
- Otherwise comply with the Rules.

You may upload up to six (6) pictures in support of the Application.

IN THE EVENT OF AN APPLICATION NOMINATING A QUALIFIED NON-PROFIT, THE APPLICATION WILL NOT BE ACCEPTED UNTIL TOWN & COUNTRY RECEIVES A WRITTEN ACKNOWLEDGMENT FROM THE ORGANIZATIONAL NOMINEE OF THE LATTER'S AGREEMENT TO APPLY FOR THE GRANT AS DESCRIBED IN THE APPLICATION AND ALSO OF ITS CONSENT TO THESE RULES.

During the Voting Period Town & Country may, in its sole and absolute discretion, choose to feature certain Applicants, Organizational Nominees or Applications on its website, Facebook page, and/or in advertising materials. This does not indicate preference, approval or endorsement by Town & Country of the Applicants, Organizational Nominees or Applications so featured.

**Applications MAY NOT:**

- Be for funds that would be used for general operating expenses;
- Suggest legalization of any illegal drugs/activity, prostitution or pornography or other illegal activities or goods;
- Promote the use of alcohol, illegal drugs or activity, tobacco, firearms/weapons, prostitution or pornography;
- Discriminate against, disparage or denigrate any race, age, gender, disability, sexual orientation, ethnicity, religion, political orientation, national origin, ancestry, marital status, veteran status or mental or physical disability;
- Contain any profanities, be overtly sexual, suggest an intent to abuse or suggestions of violence;
- Disparage or denigrate a product, service, person, company or organization including, but not limited to, Town & Country;
- Involve religious advocacy, proselytizing – acts and intentions to advance a religious denomination or expand membership or encourage conversion;
- Encourage the cessation of or act to negatively impact a business or enterprise;
- Involve political advocacy – acts and intentions to advance a particular political party, candidate or to support lobbying for any particular party, candidate and/or cause, or to expand membership or to encourage membership for a particular political party, candidate or lobbying effort; challenge, lobby for or seek to change current laws, enact any new laws or overthrow of any government;
- Be for a project that directly or principally benefits a particular individual (as opposed to a 501(c)(3) organization);
- Be for a project whose purpose, in whole or in part, is to re-grant potential Grant funds to another individual or organization(s).

- Feature or reference any third party commercial products and/or company trademarks, logos, brands or endorsements (including but not limited to third party logos on street scenes, panoramic views, vehicle license plates, clothing such as t-shirts, hats, etc.) without permission (Note: An Application may contain the name and trademark of the Participant provided prior permission has been obtained);
- Use an individual's name or likeness in whole or in part without permission;
- Contain materials embodying the names, likenesses, photographs, or other identifying elements of any person, living or dead without permission;
- Contain any copyrighted works of others without the copyright owner's permission;
- Be inconsistent with these Rules; or
- Be inconsistent with any corporate policy of Town & Country.

Failure to comply with these criteria may result in immediate and permanent disqualification of the Application, the Applicant and/or of the Organizational Nominee (as may be applicable).

Applicant will be notified via email as to whether or not the Application meets the submission criteria. It is essential that you provide a valid email address. Failure to do so may result in disqualification of your Application.

### **Voting**

Eligible Grant Recipients will be selected by popular vote during the Voting Period. To vote, visit Town & Country's Facebook page <http://www.facebook.com/TownandCountryFCU> during the Voting Period and submit your vote following the voting instructions. Voters will be able to access information about the Contestant Organizations by reviewing their profiles posted on Town & Country's Facebook page.

Only one (1) vote per one (1) individual per one (1) day is allowed. Individuals employed by or associated with the Applicant or Organizational Nominee (as may be applicable) may each submit a vote subject to the one vote per day limitation. For the purposes of the Rules, a "day" means a 24-hour period beginning at 12:00 a.m. ET and ending at 11:59 p.m. ET.

Town & Country may authorize other voting methods from time to time. To make sure you have the most updated voting information, please regularly visit Town & Country's Facebook Page.

ANY AND ALL ACTIVITIES DESIGNED TO CIRCUMVENT THESE VOTING RULES, INCLUDING BY USING PROXIES OR DUMMY ACCOUNTS, VOTING FROM MULTIPLE ACCOUNTS USED BY THE SAME PERSON, OR OTHER FRAUDULENT, DECEPTIVE AND MISLEADING CONDUCT, MAY RESULT IN PERMANENT DISQUALIFICATION OF THE VOTER ENGAGING IN THIS CONDUCT AND ALSO OF THE APPLICATION, THE APPLICANT AND/OR THE ORGANIZATIONAL NOMINEE (AS MAY BE APPLICABLE).

## **Grant Award Determination**

Town & Country will determine the Eligible Grant Recipients after the close of the Voting Period based on the number of votes received by each Application. Subject to the limitations of Available Better Neighbor Funds Grants section, the Participants with the greatest number of votes will receive \$5,000 Grants and the runner-up's will receive \$2,000 Grants. If there is a tie among the Applications, the Application that first received the number of votes in question shall be deemed an Eligible Grant Recipient. The Grants are non-transferable.

Eligible Grant Recipients will be determined solely by the number of votes. Votes are not subject to recount.

Town & Country will not evaluate and will not screen submitted Applications for ideas or projects except for compliance with these Rules. Separate Applications may propose the same or similar project or initiative.

To receive their Grant, all Eligible Grant Recipients will be required to sign a publicity release and a Grant Agreement within fourteen (14) days for being notified of their selection in a form and substance as will be determined by Town & Country in its sole discretion. The Grant Agreement will require Eligible Grant Recipients to certify that implementing the project described in their Application will be in compliance with all applicable laws, rules and regulations, including any federal regulations restricting or prohibiting U.S. persons from engaging in transactions and dealings with countries, entities, or individuals subject to economic sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control. Failure to sign the Grant Agreement or a publicity release will disqualify an eligible Grant Recipient from receiving the Grant.

Eligible Grant Recipients may be required to submit to a confidential background check to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Better Neighbor Fund program will not bring Town & Country into public disrepute, contempt, scandal or ridicule or reflect unfavorably on Town & Country, its agents or the Better Neighbor Fund program as determined by Town & Country in its sole discretion.

Town & Country reserves the right to disburse the Grant over time and may request additional information in accordance with its standard practices and policies. Town & Country will make decisions on how and when the Grant (or any portion thereof) is to be released to Eligible Grant Recipients and which milestones need to be met before further portions of the Grant will be released to Eligible Grant Recipients.

Town & Country's decisions with respect to all matters relating to or arising out of the Better Neighbor Fund program, including determination of the Eligible Grant Recipients, shall be final and binding.

### **Grant of Rights to Town & Country**

Applicants on their own behavelves and on behalf of the Organizational Nominees (as may be applicable), by submitting Applications, and Grant Recipients, by accepting the Grants, hereby agree and acknowledge that:

- Applicants, on behalf of themselves and on behalf of Organizational Nominees (as may be applicable), their heirs, executors, administrators, successors and assigns, hereby assign to Town & Country an irrevocable non-exclusive, transferable, perpetual, royalty-free, worldwide license and right to broadcast, publicly display, exhibit and/or otherwise use the Application and every element thereof, in whole or in part, in any manner or medium now known or hereafter devised, including using social media. Town & Country will have the exclusive right to make and/or use unlimited derivative works from the Application and any information or materials provided with it, to assign or transfer any or all such rights and to grant unlimited sublicenses, including the right to use the Application, and any portion thereof, in any merchandising, advertising, marketing, promotion or any other commercial or non-commercial purpose in relation to the Better Neighbor Fund program or other programs or contests instituted by Town & Country. Applicants also irrevocably grant to Town & Country an irrevocable, perpetual, worldwide, royalty-free license to the right to use the Applicant's name, voice, likeness and biographical material, in any merchandising, advertising, marketing, promotion or any other commercial or non-commercial purpose related to Town & Country's credit union operations or sponsored events and activities.
- Neither Applicants nor Organizational Nominees have any right of approval or consultation with respect to Town & Country's use of the Application and the information or materials submitted with it. Town & Country will not be responsible for the return or preservation of the Application. Town & Country will use its sole discretion in determining the extent and manner of the use of the Application and may choose not to use any of the information in or materials supplied with the Application. Participant further agrees and acknowledges that the Application is not being submitted in confidence or in trust, and that no confidential or fiduciary relationship is intended or created. All the information or materials supplied with the Application shall be treated as public record.
- Applications posted to the Town & Country website or Facebook page are the views/opinions of the respective Applicants or Organizational Nominees (as applicable) and do not reflect the views of Town & Country in any manner. Any waiver of any obligation under the Rules by Town & Country does not constitute a general waiver of any obligation in favor of Applicants or Organizational Nominees.

### **Applicant's Representations and Warranties**

Applicants on their own behalves and on behalf of the Organizational Nominees (as may be applicable), by submitting Applications, and Grant Recipients, by accepting the Grants, hereby warrant, represent and acknowledge that:

- The Application: (i) is wholly original; (ii) has been legally obtained and/or created; (iii) does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party or violate applicable laws, regulations or network standards; (iv) neither the Applicant nor the Organizational Nominee (as may be applicable) has received a grant through the 2019 Better Neighbor Fund program; (v) has not granted or transferred any rights in or to the Application to any third party prior to the date of submission; (vi) in the event of an application-nomination, has obtained a prior approval from the Organizational Nominee to submit this Application; (vi) has not done anything which has impaired and will not do anything to impair the rights granted to Town & Country in any way; and that (vii) the Application complies with the Rules.
- Applicant acknowledges that, if applicable, it has secured written permission from all individuals depicted in their photograph(s) included with their Application and further that such permission is extended to Town & Country's for its use as set forth in these Rules.
- By submitting an Application, Participant, on its own behalf and on behalf of the Organizational Nominee (as may be applicable) agrees to indemnify and hold harmless Town & Country, its suppliers, printers, distributors and advertising, promotion and judging agencies and each of their designated agents, their respective parents, and its and their subsidiaries, affiliates, successors, licensees, and assigns, and each of their directors, officers, agents, volunteers, members, equity holders and employees ("Released Parties"), from and against any and all claims, losses, costs, damages, liabilities and costs and expenses (including reasonable attorneys' fees and costs) which arise out of any breach of these Rules.

### **Disclaimers, Liability, and Indemnification**

Applicants on their own behalves and on behalf of the Organizational Nominees (as may be applicable), by submitting Applications, and Grant Recipients, by accepting the Grants, hereby agree and acknowledge that:

- Any and all disputes, claims and causes of action arising out of or related to the Better Neighbor Fund, including Applications or Grants, will be resolved individually on a case by case basis without resort to any form of class action;
- Any and all claims, judgments and awards will be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees or court costs;

- Under no circumstances will Applicants or Grant Recipients be able to obtain any award for, and Applicants and Grant Recipients knowingly and expressly waives any and all rights to seek, punitive, incidental, consequential or special damages, lost profits and/or any other damages
- Any rights to seek injunctive or equitable relief are hereby irrevocably waived;
- Applicants, on their own behalves and on behalf of the Organizational Nominees (as may be applicable, and Grant Recipients agree to indemnify and hold harmless Town & Country and its suppliers, printers, distributors and advertising, promotion and judging agencies and each of their designated agents, their respective parents, and its and their subsidiaries, affiliates, successors, licensees, and assigns, and each of their directors, officers, agents, volunteers, members, equity holders and employees (“Released Parties”), from and against any and all claims, losses, costs, damages, liabilities and costs and expenses (including reasonable attorneys' fees and costs) of any kind which arise out of any breach of these Rules.

### **Taxes**

Grant Recipients are solely responsible for paying any applicable taxes, charges, and fees associated with the received Grants, and for otherwise complying with local and state tax laws and regulations.

### **Termination**

If for any reason the Better Neighbor Fund program is not capable of being administered as planned, including without limitation, lack of sufficient number of Applications and/or consumer vote, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Better Neighbor Fund program, or if Town & Country determines at any time that Better Neighbor Fund program needs to be terminated or suspended for any reason, Town & Country may modify or terminate the Better Neighbor Fund program in its sole discretion without incurring any obligations or responsibilities by posting a notice on its website or Facebook page stating that Better Neighbor Fund has been suspended or terminated.

### **Miscellaneous**

These Rules and their performance will be binding on Applicants, Organizational Nominees, Voters and their respective heirs, administrators, executor, successors and assigns. The construction, validity, interpretation and enforceability of these Rules and this Better Neighbor Fund program will be governed by and construed in accordance with the laws of the State of Maine without giving effect to any choice of law or conflict of law rules. By submitting an Application, Applicants on their own behalves and on behalf of Organizational Nominees (as may be applicable), and Grant Recipients, consent to the jurisdiction and venue of the federal, state and local courts located in Portland, Maine. Applicants, on their own behalves and on behalf of Organizational Nominees (as may be applicable), and Grant Recipients, acknowledge that Sponsor may: (1) seek to obtain injunctive or other equitable relief from a court to enforce the provisions of these Rules; and/or (2) bring an action in court to protect or interpret

any of Town & Country's intellectual property rights. Town & Country, its designated agents and their respective parents, successors and assigns, will have the unlimited right to assign these Rules and the rights granted at any time, in whole or in part, to any party. Applicants, on their own behalves and on behalf of Organizational Nominees (as may be applicable): (1) agree to execute any documents (after being afforded a reasonable opportunity to review and/or confirm the same) and do any other acts as may be reasonably required by Town & Country to further evidence or effectuate Town & Country's rights as set forth in these Rules, and (2) appoint Town & Country as their attorney-in-fact (which appointment is irrevocable and coupled with an interest), with full power of substitution and delegation, but only to execute any and all such documents, or perform such acts, which Applicants, Organizational Nominees, or Grant Recipients fail to execute (after being afforded a reasonable opportunity to review and/or confirm the same).

*Revised 7-24-2019*