



THE BOYD FOUNDATION DOG PARK DASH GRANT PROGRAM AND GRAND PRIZE CONTEST

Apply for a \$25,000 Dog Park Dash Grant and enter the Dog Park Dash Grand Prize Contest for a chance to win \$100,000 for your dog park! Let's make Tennessee the most pet friendly state in America.

OFFICIAL RULES

By applying for a Dog Park Dash Grant or by entering the Dog Park Dash Grand Prize Contest, your Community submitting the application accepts and agrees to be bound by these Official Rules. The Sponsor reserves the right to disqualify any Community that does not comply with these Official Rules.

- 1. NO PURCHASE NECESSARY:** No purchase necessary to apply. A purchase will not increase your Community's chances of being awarded a Grant or winning the Grand Prize.
- 2. SPONSOR:** The Boyd Foundation (the "Sponsor") is the sponsor of The Boyd Foundation Dog Park Dash Grant Program (the "Program") and The Boyd Foundation Dog Park Dash Grand Prize Contest (the "Contest").
- 3. GRANTS AND THE GRAND PRIZE:** A Dog Park Dash Grant (each, a "Grant" and collectively, the "Grants") may be awarded by the Sponsor to an eligible Community in accordance with the terms and conditions set forth in these Official Rules. Grant awards will not exceed \$25,000 per Community. The Sponsor will fund a maximum of \$900,000 in Grant awards each year for three (3) years. The total amount of Grants awarded is subject to change from time to time. This year's Grant recipients will be announced in July 2018.

Communities that apply for a Grant may also enter the Contest for the Grand Prize. The Sponsor will award \$100,000 to the winner of the Contest (the "Grand Prize"). The Grand Prize

will be announced by the Sponsor and awarded at the end of the Contest. The Grand Prize winner is not eligible for a separate Grant.

Grant funds and the Grand Prize must be used for Approved Expenses (defined below) related to building or renovating a Community's dog park. Grant recipients and Grand Prize winners are not eligible to receive another Grant from the Sponsor for a period of three (3) years from the date of their Grant or Grand Prize announcement. No previous Grand Prize winner is eligible to win the Grand Prize.

4. GRANT SUBMISSIONS AND CONTEST DATES: Grant applications must be submitted to the Sponsor on or before June 20, 2018 to be eligible to receive a Grant in 2018.

The Contest will begin at 8:00:00 a.m. EST March 6, 2018 and end at 5:00:00 p.m. EDT on June 20, 2018 or upon announcement of the Grand Prize winner, whichever is later. Entries must be submitted by 5:00:00 p.m. EST on June 20, 2018. The tentative announcement date of the Grand Prize winner is July 5, 2018.

5. WHO MAY PARTICIPATE: The Program and the Contest are only open to Communities located in the State of Tennessee (each, a "Community" and collectively, the "Communities") The term "Community" as used in these Official Rules means either (a) a county, city, municipality or other local governmental unit, legally organized, constituted and existing under Tennessee law (each, a "Local Government") or (b) a Tennessee non-profit, public benefit organization legally organized and existing under Tennessee law which has received tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and which manages or operates park facilities in the State of Tennessee on behalf of a Local Government or which owns, manages and/or operates park facilities in the State of Tennessee which are open to the general public at no charge (each, an "Eligible Non-profit Organization"). When the word "you" is used in these Official Rules, it means the Community. Employees, officers, directors, affiliates, licensees, distributors and fulfillment agencies of the Sponsor, and their immediate family members (a spouse, sibling, parent, child or grandparent and the spouses of such persons) and other persons living in their same households are not eligible to participate in the Program. In the event multiple Grant applications or Entries (defined below) are submitted on behalf of overlapping or geographically contiguous Communities or on behalf of multiple Eligible Non-profit Organizations which are in the same general geographic area or overlapping geographic areas (such as a city and a county or an Eligible Non-profit Organization and the city in which it is located), the Sponsor, in its sole discretion, may elect to designate which of the nominated Communities will be considered for a Grant and/or the Grand Prize.

6. THE GRANT PROGRAM: To be eligible to be receive a Grant, a Community must agree to accept and be bound by these Official Rules and submit the following items to the Sponsor:

- (i) an executive summary of the Community's dog park project;

- (ii) a verification letter from the land owner where the current or proposed dog park will be built that confirms the availability of land for the project; and
- (iii) letter(s) from the city or county mayor, city manager, the director of parks and recreation, or other civic leaders within the Community that document their support of the proposed dog park and their willingness to complete the project if the Community is chosen as a Grant recipient.

Grant applications will be reviewed and Grants will be awarded by the Sponsor based on a combination of factors, including the potential impact and reach of the dog park project or the need for the dog park within the Community. Preference will be given to allocating Grants equally across the State of Tennessee. Based on the Grant applications received, this Grant distribution model may be adjusted by the Sponsor. Grant recipients will be contacted directly by telephone and/or email, and their names will then be posted on the dogparkdash.com website. Grants will be publicly announced and awarded in July 2018, and Grant funds must be used within three (3) years of the announcement.

7. THE CONTEST: The Grand Prize will be awarded to the one (1) Community that files a Grant application and best showcases how its Community is actively engaged in making Tennessee the most pet-friendly state. Participating Communities are encouraged to organize creative, impactful ways to support pets, pet owners, animal and pet welfare organizations and their dog park project.

To enter the Contest, a Community first must apply for a Grant and satisfy the requirements set forth in Section 6 above. An authorized representative of the Community (an "Entrant") then must visit the dogparkdash.com website and complete the online Contest entry form (an "Entry"). Each Entry must include the Entrant's name and e-mail address, the name of the Entrant's Community, complete answers to all other questions and submission of the following materials:

- (i) examples of media coverage, if any, that shows or promotes the Community's proposed dog park and participation in the Contest, with web links to such media coverage;
- (ii) letter(s) or other evidence from animal or pet welfare organizations located within the Community that indicate the receipt by such organizations of charitable contributions or pledges made in connection with fundraisers, charity drives or other promotions organized by the Community and/or its citizens during the Entry Period (hereinafter defined) to support such organizations and promote the Contest; and
- (iii) photographs and videos that show and/or promote the Community's participation in the Contest and its support of the proposed dog park.

All Entries must be received by the Sponsor after 8:00:00 a.m. EST on March 5, 2018 and before 5:00:00 p.m. EDT on June 20, 2018 ("Entry Period"). Any Entry that is illegible, inaccurate, late or does not otherwise conform with these Official Rules will be disqualified. The Sponsor is not responsible for late or incomplete Entries or for technical problems with the website. If a problem occurs during the transmission process of an Entry, the Entrant should receive an "ERROR" message; provided, however, the Entrant is solely responsible for all electronic submissions. The Sponsor will not be responsible for any submission that is not received due to an incomplete or improper transmission or other technical problems. The Sponsor has no obligation to correspond with any Entrant or Community or acknowledge the receipt of any Entry. The Sponsor has no obligation to advise any Entrant or Community of an incomplete Entry.

At the end of the Entry Period, the Community that has complied with these Contest Rules and, in the Sponsor's opinion, has best showcased how its Community is making Tennessee the most pet-friendly state will be awarded the Grand Prize on July 5, 2018 or such later date as may be announced by the Sponsor.

The Grand Prize will be paid and disbursed to the Community in three (3) installments at the following milestones of development and construction of the Community's dog park:

- (i) one-third of the funds will be disbursed upon approval by the Sponsor of the Community's plan for the project, which shall include the site information, concept plan, plans and specifications, budget, cost estimates and construction timeline;
- (ii) one-third of the funds will be disbursed upon issuance of all required construction permits and commencement of construction by the Community; and
- (iii) one-third of the funds will be disbursed at the grand opening of the dog park following completion of construction.

8. COMMUNITY ELIGIBILITY REQUIREMENTS. To be eligible to receive a Grant or to win the Grand Prize, each Community selected as a Grant recipient or Grand Prize winner must:

- (i) agree in writing to be bound by these Official Grant Rules;
- (ii) provide land for construction and operation of the dog park, the location and suitability of which are subject to the Sponsor's reasonable approval;
- (iii) provide a budget for the design and construction of the dog park, which shall be subject to the Sponsor's reasonable approval;

- (iv) provide evidence of appropriation or availability of sufficient funds to complete construction of the dog park in accordance with the proposed budget;
- (v) provide a budget for operation of the dog park, which shall be subject to the Sponsor's reasonable approval, and commit to maintain and operate the dog park for at least three (3) years from the date the dog park opens to the general public;
- (vi) make the dog park available for use by the general public at no charge, subject to reasonable rules and regulations concerning such use; and
- (vii) coordinate the opening of the dog park with the Sponsor and participate in promotional activities related to the Program and/or Contest and the dog park as reasonably requested by the Sponsor.

9. USE OF GRANTS AND THE GRAND PRIZE: Grant funds and the Grand Prize cannot be used to purchase land for the dog park and can only be used for direct costs related to the development and construction of the dog park, such as design fees, permits, site preparation, construction services, building materials, installation of utilities and other capital expenses related to development and construction of the dog park, which shall be set forth in a project budget and subject to the Sponsor's reasonable approval (the "Approved Expenses"). If the Approved Expenses for the Grand Prize winner are less than \$100,000, the Sponsor shall have the right to donate the remaining funds to an animal shelter located in the Community that has received tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

The grand opening or reopening of a Community's dog park should occur no later than Fall 2021, subject to delays caused by weather and other factors beyond the Community's control. The Sponsor will not be responsible for delays in approvals, construction, planning or other issues outside of the Sponsor's control. If the grand opening or reopening of the dog park has not occurred by the Fall 2021, each Community agrees that any unused funds will be donated to animal shelters, animal welfare groups, animal rescue groups or animal advocacy groups as decided by the Community's Chief Executive Officer, provided the recipient of such funds must have received tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. If the Community's Chief Executive Officer does not make such designations within thirty (30) days of request by the Sponsor, the Sponsor will designate the recipient(s) of the donation(s).

10. ADVERTISING AND PROMOTION: The Sponsor and each of its respective affiliates, representatives, agents and advertising/promotion agencies (collectively, the "Sponsor Affiliates") shall, except to the extent prohibited by law, have the right and permission to use each Community's name and all items and information submitted by a Community to the Sponsor in connection with Program and/or the Contest, such as but not limited to links to

media support, photographs, videos, and documentation of charitable donations, for advertising and promotion of the Program and/or the Contest and for any other lawful purpose in any media or format now or hereafter known without further compensation, permission or notification. By applying for a Grant or entering the Contest, each Community grants such rights and permission to the Sponsor and the Sponsor Affiliates and releases the Sponsor and the Sponsor Affiliates from any and all claims that any advertising or promotional materials produced, presented, and/or prepared by or on behalf of the Sponsor or the Sponsor Affiliates infringes upon the Community's rights with regard to its name or any submitted materials or information.

11. PRIVACY: The names of Communities may be announced publicly in connection with any application, Entry or award of any Grant or Grand Prize. Any information posted on Facebook or other social media will be subject to the respective privacy policies of those media.

12. LIMITATION OF LIABILITY: The Sponsor, the Sponsor Affiliates and their respective trustees, officers, directors, employees, representatives, agents and affiliates, expressly disclaim, shall have no liability and shall be held harmless from and against any liability, loss, injury or death to any Community, Entrant or any other party, including without limitation damage to personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of any Grant or Grand Prize, such party's participation or attempt to participate in this Program and/or the Contest or ability or inability to upload or download any information in connection with participating in the Program and/or the Contest, any fraud, viruses or other events that compromise the integrity of the Program and/or the Contest or any claims related to the ownership, construction, maintenance or use of the dog park. Each Community, Entrant and other party further acknowledges that neither the Sponsor, the Sponsor's Affiliates nor any of their respective trustees, officers, directors, employees, representatives and agents, has made or is in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any right or Grant or Grand Prize, other than the dollar amount of the Grant or Grand Prize. Use of the Program and/or Contest website is at each user's own risk.

To the extent permitted by law, each Entrant and Community participating in the Program and/or the Contest agrees to indemnify, release and hold the Sponsor and the Sponsor's Affiliates, including but not limited to Facebook, and all of their respective trustees, officers, directors, employees, representatives, agents and affiliates, harmless from any and all claims, damages, expenses, costs (including attorney's fees) and liabilities (including settlements) due to or arising out of or in any way related to their participation in the Program or the Contest, their acceptance or use of any Grant or the Grand Prize and from any claims related to the ownership, construction, maintenance or use of the dog park.

13. MISCELLANEOUS: Taxes, if any, are the sole responsibility of each Grant recipient and Grand Prize winner.

THE SPONSOR RESERVES THE RIGHT TO PROSECUTE AND/OR SEEK DAMAGES FROM ANY PERSON(S) THAT DAMAGES OR UNDERMINES THE LEGITIMATE OPERATION OF THE PROGRAM OR THE CONTEST TO THE FULLEST EXTENT PERMITTED BY LAW.

The Sponsor reserves the right, without notice and at any time, to disqualify and remove the application or Entry of any Community that violates these Official Rules. The Sponsor has no obligation to correspond with persons regarding applications or disqualifications of any Community.

The Sponsor reserves the right, without prior notice and at any time, to terminate the Program and/or the Contest, in whole or in part, or modify or suspend the Program and/or the Contest in any way, for any reason, including if the Sponsor determines, in its sole discretion, that the Program and/or the Contest is impaired or corrupted or that fraud or technical problems, failures or malfunctions have destroyed or undermined the proper integrity, and/or feasibility of the Program and/or the Contest.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of each participant or the Sponsor in connection with the Program and the Contest shall be governed by and construed in accordance with the laws of the State of Tennessee without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state, provincial or federal laws. Exclusive jurisdiction and venue for any action arising out of or relating to the Program or the Contest shall be in the state or federal courts of record located in Knox County, Tennessee. By participating in this Program and/or the Contest, each Community hereby agrees to submit to the exclusive jurisdiction and venue of such courts for all purposes in connection with these Official Rules and the Program and/or the Contest.

The Sponsor shall not incur any liability to any Community for any losses or damages of any nature whatsoever incurred or suffered by a Force Majeure Event including but not limited to: acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods), power outages, war, riot, commotion, strikes, or acts or threats of terrorism.

The Sponsor has the sole right to decide all matters and disputes arising from the Program and the Contest and all decisions by the Sponsor are final, binding and unappealable.

VOID WHERE PROHIBITED BY LAW.