



## Official Rules

**Our Goal is to have meaningful impact to help our communities prosper.**

These official application rules (the “Rules”) govern the terms and conditions of applying and voting for The Love Your Community Awards (“LYC Awards”). No purchase is necessary. By submitting your application, you accept and agree with these Rules.

### **Northeast Credit Union’s “The LYC”**

We seek to amplify the good that is being done throughout our region by recognizing and celebrating the outstanding work of community leaders and partner organizations through our Love Your Community Project (The LYC).

We are committed to supporting the organizations in our communities that are working to make a difference in the lives of those who live and work here. In keeping with our mission, Northeast Credit Union’s Love Your Community Awards (“Awards”) are dedicated predominantly to organizations that undertake initiatives that help people achieve their dreams through the following impact areas:

- Human Services
- Education
- Family and children
- Safe and affordable housing
- Community vitality
- Animal Welfare

The Love Your Community Awards are financial grants awarded to organizations whose initiatives benefit New Hampshire and Maine communities within the

Northeast Credit Union field of membership and which can be utilized within 12 months from the date of the Award receipt.

### **Eligibility**

Northeast Credit Union funds not-for-profit organizations as defined by section 501(c) 3 or 501(c) 6 of the IRS Tax Code cannot have an IRS subclassification of 509 (a)(3) or be a private foundation. The following is a list of eligibility requirements that your organization must meet in order to be considered for financial support from Northeast Credit Union:

- Organization must be tax exempt under 501(c) 3 or 501(c) 6 of the Internal Revenue Code. You will be asked to provide your EIN number.
- Organization must not be a recipient of funding from Northeast Credit Union outside of The LYC Awards.
- Organization must be based within 30 miles of a [Northeast Credit Union branch location](#).
- Organization must have an operating history of five years or more from date of application.
- Organization must be non-discriminatory – including race, religion, creed, age, disability, sex, sexual orientation and/or national origin.
- A representative for a 501(c)(3) or 501(c) 6 registered organization may apply on the organization's behalf.
- Employees and directors of Northeast Credit Union are not eligible to submit applications in the LYC Awards 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.

**The Northeast Credit Union Love Your Community Awards does not provide support to the following:**

- Annual appeals
- Capital campaigns
- Organizations, projects, or events that are political in nature

- Political campaigns or candidates
- Programs, projects, or events that benefit specific individuals
- Religious organizations

## **Overview**

- Recipients of The LYC Awards 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
- Up to \$120,000 in awards will be granted in 2020, in amounts ranging from \$500 to \$5,000
- Northeast Credit Union is the sponsor of The Love Your Community Project and The Love Your Community Awards.  
Our contact information is [outreach@necu.org](mailto:outreach@necu.org) 1-888-436-1847.

Before submitting an application, please read the guidelines below. By participating in this program, you agree to Northeast Credit Union's privacy policy and terms and conditions available on our website [www.thelyc.com](http://www.thelyc.com), and your application and personal information provided will be shared with Northeast Credit Union and/or its designated partners. You may also be contacted by Northeast Credit Union and/or its partners in connection with the Love Your Community Project.

## **The Love Your Community Awards Program Time Period**

Application Period: beginning in June 2020 through November 2020, applicants may enter to be included in community voting, from 12:00 a.m. on the 1<sup>st</sup> of each month until 11:59 p.m. on the 11<sup>th</sup> of each month. Eligibility rules apply.

Voting Period: voters may vote on the eligible Applicants from 12:00 a.m. ET on the 15<sup>th</sup> day of the month and until 11:59 p.m. ET on the last day of the month.

## **The Love Your Community Awards Program Funds**

Northeast Credit Union reserves the right to award up to 60 Awards during the 2020 Awards Program Period.

## **How to Apply**

During the Application Period, please visit our website at [thelyc.com](http://thelyc.com) to complete the application on behalf of your organization, project or initiative.

A Qualified Non-profit may submit an Application on its own behalf. Only one (1) Application per Organization per month is permitted. Only the organizations that have properly submitted Applications and that satisfy all eligibility requirements will be eligible to complete for an Award.

All Applications must be submitted through [thelyc.com](http://thelyc.com) website and all Votes must be registered through the ballot on [thelyc.com](http://thelyc.com)

It is the sole responsibility of the Applicant to notify Northeast Credit Union in writing if the Applicant changes his/her/their e-mail or postal address at any time before the Awards are awarded.

### **Application Guidelines**

Applicants must complete and submit the Application form at [thelyc.com](http://thelyc.com). Information on that form must

- Be in the English language;
- State the Organization'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 Organization (as may be applicable);
- Briefly describe the Organization (as may be applicable) and how it serves the community
- Briefly describe the organization, project or initiative (as may be applicable) 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 New Hampshire or Southern Maine.
- Otherwise comply with the Rules

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, Northeast Credit Union;
- 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 Award 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 Northeast Credit Union

Failure to comply with these criteria may result in immediate and permanent disqualification of the Applicant Organization.

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. If Northeast Credit Union cannot get ahold of an applicant within three (3) business days to discuss any discrepancies on an application, applicant may be disqualified for that round.

### **Voting**

Eligible Award Recipients will be selected by popular vote during the monthly Voting Period. To vote, visit Northeast Credit Union's Love Your Community page [www.thelyc.com](http://www.thelyc.com) during the Voting Period and submit your vote following the voting instructions. Email addresses collected will be used to identify voter and to confirm one vote per person, per month. Email Addresses collected may be used to communicate updates on The Love Your Community Awards and The Love Your Community Project only; email addresses will not be sold or used to solicit Northeast Credit Union products or services. Voters will be able to access information about the Contestant Organizations by reviewing their profiles posted on thelyc.com.

Only one (1) vote per one (1) individual is allowed during each voting period. Individuals employed by, associated with, or in support of the Applicant Organization (as may be applicable) may each submit one vote.

Northeast Credit Union reserves the right to authorize other voting methods from time to time, such as paper ballots at the Credit Union's branches. To make sure you have the most updated voting information, please visit [www.thelyc.com](http://www.thelyc.com) website regularly. During the Voting Period Northeast Credit Union may, in its sole and absolute discretion, choose to feature certain Applicant Organizations on its website, Facebook or other social media posts, and/or in advertising materials. This does not indicate preference, approval or endorsement by Northeast Credit Union of the Applicants Organizations or Applications so featured.

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).

### **Love Your Community Award Determination**

Northeast Credit Union will determine the Award Recipients after the close of the Voting Period based on the number of votes received by each Applicant Organization. Award amounts will be determined and tiered as follows:

The 10 nonprofits receiving the highest number of votes each month will be awarded the following amounts:

(2) \$5000

(2) \$2500

(4) \$1000

(2) \$500

Northeast Credit Union reserves the right to present supplemental awards at their own discretion.

If there is a tie among the Applications, the Application that first received the number of votes in question shall be deemed an Eligible Award Recipient. The Awards are non-transferable.

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

Northeast Credit Union will not evaluate and will not screen Application submissions for ideas or projects except for compliance with these Rules. Separate Applications may propose the same or similar project or initiative.

The Love Your Community Award Recipients will be notified that they have achieved enough votes to receive a Love Your Community Award during within 5 business days after voting has closed.

Applicants who were not among the top 10 (ten) vote-getters will be notified and will be able to apply again for the next month's voting if they choose.

### **The Love Your Community Award Winners**

Winners of a 2020 Love Your Community Award may only win one (1) time during the 2020 Program period.

To receive their Award all Eligible Award Recipients will be required to sign a publicity release and an Award Agreement within fourteen (14) business days of being notified of their selection in a form and substance as will be determined by Northeast Credit Union. The Award Agreement will require Eligible Award 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 Award Agreement or a publicity release will disqualify an eligible Award Recipient from receiving the Award.

Northeast Credit Union reserves the right to present supplemental awards at their own discretion.

Eligible Award 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 Love Your Community Awards program will not bring Northeast Credit Union into public disrepute, contempt, scandal or ridicule or reflect unfavorably on Northeast Credit Union, its agents or the Love Your Community program as determined by Northeast Credit Union in its sole discretion.

Northeast Credit Union reserves the right to request additional information in accordance with its standard practices and policies. Northeast Credit Union will make decisions on how and when the Award (or any portion thereof) is to be released to Eligible Award Recipients.

Northeast Credit Union's decisions with respect to all matters relating to or arising out of the Love Your Community Awards program, including determination of the Eligible Award Recipients, shall be final and binding.

***Grant of Rights to Northeast Credit Union***

*Applicants by submitting Applications (on their own behalves and on behalf of the Applicant Organizations), and Award Recipients, by accepting the Awards, hereby agree and acknowledge that:*

- *Applicants, on behalf of themselves and on behalf of Applicant Organizations (as may be applicable), their heirs, executors, administrators, successors and assigns, hereby assign to Northeast Credit Union 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. Northeast Credit Union 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 Love Your Community Awards program or other programs or contests instituted by Northeast Credit Union. Applicants also irrevocably grant to Northeast Credit Union 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 Northeast Credit Union's credit union operations or sponsored events and activities.*
- *Neither Applicants nor Applicant Organizations have any right of approval or consultation with respect to Northeast Credit Union's use of the Application and the information or materials submitted with it. Northeast Credit Union will not be responsible for the return or preservation of the Application. Northeast Credit Union 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 Northeast Credit Union website or Facebook page are the views/opinions of the respective Applicants or Applicant Organizations (as applicable) and do not reflect the views of Northeast Credit Union in any manner. Any waiver of any obligation under the Rules by Northeast Credit Union does not constitute a general waiver of any obligation in favor of Applicants or Applicant Organizations.*

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

Applicants on their own behalves and on behalf of the Organization Applicants (as may be applicable), by submitting Applications, and Award Recipients, by accepting the Awards, 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 2020 Love Your Community Awards 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 Northeast Credit Union 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 Northeast Credit Union's for its use as set forth in these Rules.
- By submitting an Application, the Organization agrees to indemnify and hold harmless Northeast Credit Union, 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 Applicant Organizations (as may be applicable), by submitting Applications, and Award Recipients, by accepting the Awards, hereby agree and acknowledge that:

- Any and all disputes, claims and causes of action arising out of or related to the Love Your Community Awards, including Applications or Awards, 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 Award Recipients be able to obtain any award for, and Applicants and Award 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 Applicant Organizations (as may be applicable, and Award Recipients agree to indemnify and hold harmless Northeast Credit Union 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**

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

### **Termination**

If for any reason the Love Your Community Awards 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 Love Your Community Awards program, or if Northeast Credit Union determines at any time that Love Your Community Awards program needs to be terminated or suspended for any reason, Northeast Credit Union may modify or

terminate the Love Your Community Awards program in its sole discretion without incurring any obligations or responsibilities by posting a notice on its website or Facebook page stating that Love Your Community Awards has been suspended or terminated.

### **Miscellaneous**

These Rules and their performance will be binding on Applicants, Applicant Organizations, Voters and their respective heirs, administrators, executor, successors and assigns. The construction, validity, interpretation and enforceability of these Rules and this Love Your Community Awards 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 Applicant Organizations (as may be applicable), and Award 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 Applicant Organizations (as may be applicable), and Award 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 Northeast Credit Union's intellectual property rights. Northeast Credit Union, 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 Applicant Organizations (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 Northeast Credit Union to further evidence or effectuate Northeast Credit Union's rights as set forth in these Rules, and (2) appoint Northeast Credit Union 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, Applicant Organizations, or Award Recipients fail to execute (after being afforded a reasonable opportunity to review and/or confirm the same).