

**OFFICIAL CONTEST RULES
ROSS SCHOOL OF BUSINESS
University of Michigan**

POSITIVE BUSINESS PROJECT (THE “CONTEST”)

I. GENERAL INFORMATION

SPONSOR: Center for Positive Organizations, Ross School of Business, University of Michigan, is the Sponsor of the Positive Business Project Video Contest. The Positive Business Project at the University of Michigan, Ross School of Business, Center for Positive Organizations, seeks to inspire and enable leaders to build high-performing organizations that bring out the best in people. The Contest will result in the award of up to twenty-five (25) Semi-Finalists Prizes, five (5) Finalist Prizes, of which one (1) will be a Grand Prize Winner.

ELIGIBILITY: The Contest is open to all interested persons, 18 years of age or older at the time of contest entry. Upon submitting an Entry, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which are binding and final on matters relating to this Contest. This Contest is subject to all applicable federal, state, and local laws and is void where prohibited or restricted by law. No Purchase is necessary to enter or win.

CONTEST PERIOD: Contest Entry (Round 1) begins at 12:01 a.m. Eastern Standard Time ("EST") on January 18, 2016 and ends at 11:59 p.m. EST on February 19, 2016 ("Contest Entry Period"). Up to twenty-five (25) semi-finalists and five (5) finalists will be notified by 11:59 p.m. EST on March 1, 2016. All Entries must be received by Sponsor on or before the deadline date to be eligible for consideration in the Contest.

Round 2 videos must be submitted by 11:59 PM EST on March 21, 2016. The Grand Prize winner will be notified on March 28, 2016. All Video Entries must be received by Sponsor on or before the deadline date to be eligible for consideration in the Contest.



II. TO ENTER

Persons wishing to enter the Contest may follow the directions provided at www.positivebusinessproject.com ("Site") to answer and submit three questions addressing a positive business practice in your workplace. The answers can focus on an individual or the company culture as a whole. Mailed submissions will not be accepted. Limit one (1) entry per person. Organizations may submit an unlimited number of entries; however, each set of answers must be created by a different individual. Entrants accepted to Round 2 will receive further directions for submitting a Video Entry via email. Each Entrant must have permission and appropriate releases from his/her organization, and from all individuals depicted, seen or heard in the Application Answers and Video Entry, as well as the person(s) who recorded the video, prior to submission of the Video Entry. All Application Answers and Video Entries become the sole property of the Center for Positive Organization's Positive Business Project and will not be returned. At Sponsor's sole discretion, Application Answers and Video Entries may be posted on Sponsor's website or other forms of media and may be further used by Sponsor as stated herein.

III. ELIGIBILITY CRITERIA:

The Application Answers and Video Entries must be in English. Sponsor reserves the right to allow for minor fluctuations between the video length limitation stated herein and the actual length of a Video Entry submitted in this Contest, as well as other minor deviations from these Official Rules, based on clear intent to comply with these Official Rules, as determined by Sponsor in its sole discretion. Sponsor reserves the right to utilize any/all presented content and edit and/or alter portions of Application Answers and Video Entries.

Application Answers and Video Entries may not contain any content that:

- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; 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;
- is obscene or offensive; endorses any form of hate or hate group;
- appears to duplicate any other submitted Application Answers or Video Entries;
- defames, misrepresents or contains disparaging remarks about Sponsor, its products or services, other people or companies;
- contains any personal identification, including but not limited to license plate numbers, email addresses or street addresses;



- contains copyrighted materials owned by others (including music, photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission, to the extent permission is necessary;
- communicates messages or images inconsistent with the positive images and/or good will with which Sponsor wishes to associate;
- violates any law; and/or
- Application Answers and Video Entries must be fact-based and not fictional in nature.

Each entrant represents that his/her Application Answers and/or Video Entry do not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any third party. If the Application Answers and/or Video Entry contain any material or elements that are not owned exclusively by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Application Answers and Video Entry, any and all releases and consents necessary to permit the use and exhibition of the Application Answers and Video Entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Application Answers and Video Entry. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Failure to provide such proof may, if requested, render Application Answers and Video Entry null and void. By submitting Application Answers and Video Entry, entrant warrants and represents that he/she and any persons appearing or who are identifiable in the Application Answers and Video Entry consent to the submission and use of the Application Answers and Video Entry in the contest and to its use and broadcast as otherwise set forth herein. By submitting Application Answers and Video Entry, entrant represents and warrants that the Application Answers and Video Entry conforms to these Official Rules and understands that Sponsor, in its sole discretion, may disqualify a Video Entry for any reason, including if it determines, in its sole discretion, that the Video Entry fails to conform to these Official Rules in any way or otherwise contains unacceptable content as determined by Sponsor, in its sole discretion.

By submitting Application Answers and Video Entry, each entrant hereby grants permission for the Application Answers and Video Entry to be posted on Sponsor's social media pages or other websites and otherwise used in accordance with the rights granted herein. Each entrant agrees to release, discharge, defend and hold harmless Sponsor, the University of Michigan, and each of their respective employees and/or representatives, from and against any claim, expense or liability arising from or related to the submission, exhibition or exploitation of entrant's Application Answers and Video Entry, participation in this Contest, attendance at the Positive Business Conference, and/or acceptance or use or misuse of any prize (including any travel related thereto). Further, each entrant agrees that Released Parties (as defined below) are not responsible for any



unauthorized use of Application Answers and Video Entries by third parties. Released Parties do not guarantee the posting of any Application Answers and Video Entry in any type of media and may take down the Application Answers and Video Entry at any time and for any reason.

Sponsor reserves the right in its sole discretion to amend these rules at any time. Any revisions to these rules will be posted on Sponsor's website at www.positivebusinessproject.com.

IV. WINNER DETERMINATION

FINALIST JUDGING: Application Answers and Video Entries will be judged by representatives of Sponsor based on the extent to which the video demonstrates positive business practices (economic value, great workplaces, good neighbors to community and the environment); potential to impact the entire organization, community, and/or environment; and the extent to which the practice is replicable and sustainable in other organizations. Judges will select five (5) finalists, of which one (1) will be a Grand Prize Winner. In the event of a tie in any group or judging round, tied entries will be re-judged to determine the Finalist Video(s) and/or winner(s) (as applicable) based solely on Originality/Creativity by the Sponsor. Sponsor reserves the right to advance fewer than five (5) Video Entries and/or to not award all prizes if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Video Entries. The decisions of the Sponsor and judges are final and binding in all matters.

Subject to the terms herein, Prizes will be awarded to the entrants submitting the winning Application Answers and Video Entries, provided that each certifies and establishes to Sponsor's satisfaction that he/she is the owner of the video and has provided all necessary releases and certifications as required by Sponsor. The owner of the email account through which an Entry is submitted shall be identified as the entrant for prize purposes. In the event of a dispute regarding Application Answers and Video Entries received from multiple users having the same email account, the authorized subscriber of the email account at the time of entry will be deemed to be the entrant and must comply with these rules. Authorized account subscriber is the natural person who is assigned the email address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning email addresses. ATTEMPT TO DELIBERATELY DAMAGE THE SITE 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.



Prizes are transferable by the entrant to the subject of the Application Answers and Video Entry or other member within the organization at which the entrant works upon written notification of same to Sponsor at least 30 days prior to the date of the Positive Business Conference, subject to ticketing restrictions imposed by transportation providers. In the event transportation arrangements have already been paid by Sponsor at the time of Sponsor's receipt of such notification, Winner assumes full responsibility for transportation arrangements for the newly designated Winner, and Sponsor is released from any further liability for the transportation portion of the Prize. For the purpose of these Official Rules, those entrants will be referred to as the "Winners."

V. WINNER NOTIFICATION.

Entrants who submitted winning Application Answers and Video Entries will be notified by email. If any individuals or third parties other than entrant are recognizable in the Video Entry, entrant will be required by Sponsor to provide a release for each such individual or third party in a form acceptable to Sponsor. In the event such documents are not returned within the specified time period, a prize or prize notification is returned to Sponsor as undeliverable, a potential winner or organization is not in compliance with these rules as determined by Sponsor in Sponsor's sole discretion, or the Sponsor is unable to contact a potential winner or a representative of the applicable organization within five (5) days of the date of notification, Entrant's prize will be forfeited and, at the Sponsor's discretion, an alternate winner selected. Winners of any prize are solely responsible for all federal, state, and local taxes.

VI. PRIZES.

SEMI-FINALISTS: Each of the up to twenty-five (25) semi-finalists will receive the following:

1. Inclusion in the Positive Practices Handbook showcasing positive practices, which will be distributed at the Positive Business Conference; and
2. One (1) copy of the Reflected Best Self Exercise tool in PDF form for use by the Entry Submitter.

FINALISTS: Each of the five (5) winning finalists will receive all of the above prizes, plus:



1. One (1)-year membership to the Center for Positive Organizations Book Club; Finalists will receive one book or tool every other month;
2. One (1) honoree reception in Ann Arbor, Michigan with Ross School of Business and University of Michigan faculty and other Positive Business Project finalists during the Positive Business Conference, May 12-13, 2016;
3. Inclusion in Positive Business Project-specific press initiatives, e.g. press releases and other article pitches, managed by highly-regarded outside public relations firm; and
4. Public recognition on Center for Positive Organizations, Positive Business Conference, and/or Michigan Ross websites and social media outlets.

GRAND PRIZE WINNER: The one (1) Grand Prize Winner will receive all of the above Semi-Finalist and Finalist prizes, plus:

1. One (1) Positive Business Conference registration (May 12-13, 2016) to be held at the Ross School of Business or other location as determined by Sponsor, in Ann Arbor, Michigan;
2. One (1) round-trip coach airfare between the major international airport closest to Winner's residence and the Detroit Metropolitan Wayne County Airport in Romulus, Michigan (with possible layovers) in order to attend the Positive Business Conference; provided, however, that if Winner chooses to provide his/her own transportation to/from the Positive Business Conference, Sponsor shall, in lieu of airfare, reimburse Winner for fuel costs and mileage from the Winner's place of business; mileage will be reimbursed at the federal rate of \$.54/mile (effective January 1, 2016); Winner must provide all applicable receipts; reimbursement for fuel or airfare may not exceed \$500; and
3. One (1)-year membership to the Center for Positive Organizations Consortium. This membership includes one complimentary Center for Positive Organizations Research-in-Action tool, invitation for two (2) people to attend twice annual in-person forums on themes related to building positive organizations, invitation for two (2) people to attend two (2) virtual meetings per year, and access to a dedicated Consortium Connector to facilitate peer-to-peer guidance. Membership in the Consortium is for one (1) year after date of acceptance and is subject to rules of eligibility and approval by Consortium lead at the Center for Positive Organizations.

Prizes are not redeemable for cash and may not be sold, traded or transferred to unaffiliated third parties. Sponsor reserves the right to substitute a prize (or portion thereof) of comparable or greater value, at its sole discretion. All prize details are at the Sponsor's sole discretion. Limit one (1) prize per entrant.



VII. GRANT OF RIGHTS TO VIDEO ENTRIES.

By submitting an Entry, each entrant agrees and hereby grants to Sponsor and its successors, licensees and assigns an unlimited, perpetual, irrevocable, assignable, royalty-free, fully paid-up license to reproduce, distribute, perform, create derivative works of, edit, alter, display, exhibit, combine with other materials, exploit and otherwise use the Entry, and all elements embodied therein, in any manner and in any and all media now known or hereafter devised throughout the universe for any purpose whatsoever, including, without limitation, for commercial purposes, without compensation or notification to, or permission from, entrant or any third party and hereby waives any moral rights in the Entry.

VII. PUBLICITY GRANT.

Each entrant who submits a winning Application Answers and Video Entry, except where legally prohibited, grants permission for the Sponsor and its designees to use his/her name, address (city and state), photograph, voice, and/or other likeness and prize information for advertising, trade, and promotional purposes without further compensation, in any and all media now known or hereafter discovered, in any manner, worldwide in perpetuity, without notice or review or approval. Each entrant, by acceptance of prize, except where legally prohibited, grants permission for the Sponsor and its designees to use his/her name, likeness, voice and other personal attributes for advertising, trade, and promotional purposes without further compensation, in any and all media now known or hereafter discovered, in any manner, worldwide in perpetuity, without notice or review or approval.

IX. LIMITATIONS OF LIABILITY.

Released Parties (as defined below) are not responsible for lost, late, incomplete, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Entries or email; 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 of Entries, the tabulation of votes, the announcement of the prizes or 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 participants' or to any other person's computer related to or resulting from participating in this contest or downloading materials from or use of the Site. Persons who tamper with or abuse any aspect of the contest or Site or who are in violation of these Official Rules, as solely determined by the Sponsor, will be disqualified and all associated entries/votes will be void. Sponsor reserves the right at its sole discretion to suspend, modify, or terminate the contest (or any portion thereof) should any portion of the contest be, in the 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. If terminated, the Sponsor may, at its discretion, select the potential winners from all eligible, non-suspect entries received prior to action taken using the winner determination procedure outlined herein or as otherwise deemed fair and appropriate by the Sponsor.

Entrants, by participating in this Contest, hereby release and discharge Sponsor and the University of Michigan, and each of their respective parents, subsidiaries, affiliated companies, and promotion agencies, web hosting and service and fulfillment providers, and all of their respective officers, directors, employees, representatives, and agents (collectively, "Released Parties") from any and all legal claims or liability whatsoever for, and shall further hold same harmless against any liability for any injuries, losses, demands, or damages of any kind, actions and/or causes of action, including death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse, or use of a prize or participation in this Contest.

X. APPLICABLE LAW.

Each entrant agrees that his/her participation and submission shall be governed by and construed under and in accordance with the laws of the United States and the State of Michigan applicable to contracts entered into and wholly performed therein. Any dispute, controversy or claim arising out of or relating in any way to these Contest Rules shall be exclusively resolved by binding arbitration conducted in the City of Ann Arbor, Michigan. The laws of the State of Michigan shall be applied in any arbitration proceedings, without regard to principles of conflict of laws.



XI. WINNERS LIST.

The winners list may be obtained after May 13, 2016 at www.positivebusinessproject.com. For more information, visit www.positivebusinessproject.com or email positivebusinessproject@umich.edu with additional questions.

Last updated: February 11, 2016

