

## 2023 Members' Choice Contest - Official Rules

Important: Please read these rules before entering this contest (the "Contest").

By participating in this Contest, either by submitting an entry or accepting a prize, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below.

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.  
VOID WHERE PROHIBITED.

### **Contest Introduction**

The BEC Foundation is launching a contest to recognize deserving non-profit organizations who make a positive impact in our community and could benefit greatly from the funds received. Nominated non-profit organizations within our service territory are eligible to receive a BEC Foundation grant up to \$5,000.

### **Contest Sponsor**

The Sponsor of this Contest is the Bandera Electric Cooperative, Inc. Charitable Foundation. The Contest's prizes will be solely managed and awarded by the BEC Foundation. The Contest is in no way sponsored, endorsed, or administered by, or associated with, Facebook, Instagram or Twitter.

### **Contest Period**

The BEC Foundation board selects at least three nonprofits in the BEC service territory based on its charitable giving guidelines. The Voting Period begins at 12:01 a.m. on April 15, 2023 and ends at 11:59 p.m. on May 15, 2023.

### **Winner Determination and Prizes:**

Bandera Electric Cooperative or its agent will review all Nominees for appropriateness before posting them at [BanderaElectric.com/MembersChoiceContest](https://BanderaElectric.com/MembersChoiceContest).

The public can "like" or "share" submissions, however, quantity of "likes" or "shares" has no influence on the selection of the winning entries.

### **Contest Prizes and Collection**

Prizes will be awarded to the **winning nonprofit organization based upon the largest amount of votes received.**

Prizes for **Nominees** are as follows:

The Grand Prize winner – grant up to \$5,000.

Sponsor will work with winning Nominee nonprofit to manage prize delivery. Contest Winner will be notified via email within fourteen (14) days following the end of the judging period.

Contest Winners may be required to complete and sign an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law) and any other documents or tax forms required by Sponsor, which must be returned within ten (10) days of date appearing on notification. If any notification or prize is returned as undeliverable, if Sponsor is unable to contact Contest Winner within a reasonable time period, or if no response is received within the specified prize claim deadline, Sponsor may award the prize to the next highest scoring Nominee or choose not to award the prize at all.

Prize Winners may not substitute, assign, or transfer any prize, but Sponsor reserves the right, in its sole discretion, to substitute any prize with one of comparable or greater value. If you are unable or unwilling to accept your prize, Sponsor will award it to an alternate potential Prize Winner or choose not to award the prize at all. **If you accept a prize, you will be solely responsible for all applicable taxes related to accepting the prize.**

### **Odds of Winning**

The odds of winning depends on number of eligible votes received.

### **Evaluation Criteria**

- 1. Recent BEC Contributions:** More points are awarded to nonprofits who have never received a BEC Foundation grant or BEC donation. If applicants have received a BEC Foundation grant **or** BEC donation in the past three years, they will receive fewer points. (up to 20 points possible)
- 2. Volunteer Participation:** Applicants whose organization has a larger percentage of volunteer workforce will receive more points than those with a paid workforce. (up to 20 points possible)
  
- 3a. Project Impact:** Projects impacting more people receive more points. If the project impact is one or more counties, continue to criteria 3b. (up to 20 points possible)

**3b. Member Population by County:** More points are awarded to areas with higher percentage of members served compared to county population (see % members to population column). (up to 20 points possible)

Rank	County	County Population*	BEC Members in County**	% members to population
1	Bandera	22,824	18,725	82.04%
2	Real	3,478	2,496	71.77%
3	Kendall	45,641	10,950	23.99%
4	Uvalde	26,846	2,193	8.17%

Rank	County	County Population*	BEC Members in County**	% members to population
5	Kerr	52,405	4,256	8.12%
6	Medina	50,921	1,848	3.63%
7	Bexar	1,986,049	1	0.00%

\*Based on U.S. Census Data estimates as of 7/1/2018 \*\*Active members as of 09/2019

**4. Funding Sources:** Applicants who received less funding from other sources in the past year will receive more points than applicants who have received a large variety and amount of funding sources. (up to 20 points possible)

**5. Project Type:** Projects with a focus on healthcare, education and social services (elderly, hunger/food pantries) are awarded highest points possible. Other community projects and services will receive lower points. (up to 20 points possible)

**6. Discretionary Points.** Projects or Applicants that demonstrate the greatest community impact in the BEC service territory may be awarded additional points. (up to 20 points possible)

#### **Other Conditions:**

By entering this Contest or accepting any prize, you agree: (a) to abide by these Official Rules and decisions of Sponsor and judges, which shall be final and binding in all respects relating to this Contest; (b) to release, discharge, indemnify and hold harmless Sponsor, and all of their respective affiliates, subsidiaries, advertising and promotion agencies, law firms, and service providers, and the respective officers, directors, shareholders, members, 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 your participation in the Contest or any Contest-related activity or the acceptance, possession, use or misuse of any prize; and (c) to the use of your name, Entry, photograph, image or likeness for any commercial or non-commercial purposes including, without limitation, programming, advertising, and publicity, in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents and without prior notice, approval or inspection. You agree to execute specific consent to such use if asked to do so.

Released Parties are not responsible for lost, late, incomplete, illegible, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Entries; 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 or collecting of votes, the announcement of the prizes, the incorrect uploading of 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 any person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website.

Persons who tamper with or abuse any aspect of the Contest or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated votes will be void. Should any portion of the Contest be, in 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 votes, or in the event the Contest is unable to run as planned for any other reason, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential winners from all eligible, non-suspect Entries received prior to action taken using the judging criteria outlined above. Should multiple users of the same e-mail account enter the Contest and a dispute arises regarding the identity of the entrant, the authorized account subscriber of said e-mail account at the time of Entry will be considered the entrant and must comply with these Official Rules. "Authorized account subscriber" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization, which is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE 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