

Better Business Bureau Great West + Pacific

2021 Torch Awards for Business of the Year Terms and Conditions

GENERAL INFORMATION

1. Information on how to enter the Better Business Bureau Great West + Pacific (BBB GW+P) 2021 Torch Awards. Business of the Year (the "**Competition**") and the award details form part of these terms and conditions of entry (the "**Terms and Conditions**"). Entry into the Competition is deemed acceptance of these Terms and Conditions. Entries not in accordance with these Terms and Conditions are deemed ineligible.
2. In addition to the specific requirements set out in these Terms and Conditions, the Competition is comprised of two parts:
 - a. The Initial Application Process (see part A below); and
 - b. The Competition (see part B below).

Entrants must comply with each part of the Competition and the Terms and Conditions to be eligible to receive the award referred to in the Terms and Conditions.

3. The Competition is only open to eligible entrants in the following states: Alaska, Central Colorado, Hawaii, Idaho, Montana, Oregon, Washington and Western Wyoming. Eligible counties in Central Colorado include Adams, Arapahoe, Boulder, Broomfield, Clear Creek, Denver, Douglas, Elbert, Gilpin, Jefferson, Washington, and Yuma counties. Only businesses located in Lincoln and Teton counties are eligible for Western Wyoming.
4. The Competition is divided by the following regions (the "**Regions**") based on BBB GW+P states set out above.

Alaska

 - a. Central Colorado
 - b. Hawaii
 - c. Idaho + Western Wyoming
 - d. Montana
 - e. Oregon
 - f. Washington
5. Three Torch Awards will be given in each region. See part A below for category details and eligibility.
6. BBB Accreditation is not a requirement.
7. BBB Non-Accredited Businesses must provide the following information: business start date, description of business operations, and a list of all business licenses or registration numbers. BBB GW+P will conduct a review to verify eligibility and certify all required business licenses are acquired. Entries with insufficient general business requirements are deemed ineligible.
8. The Competition is an exclusively application-based competition without any element of chance.
9. No purchase necessary to enter or win.

PART A

Eligibility of Entry and the Initial Registration Process

10. Entry is open only to businesses and 501(c)(6) organizations (the “**Entrants**” and each an “**Entrant**”) that apply during the eligibility period (from 9 a.m. (PST) on Friday, April 30, 2021, to 11:59 p.m. (PST) on Friday, July 30, 2021. For the purposes of this Competition, a “business” is a fully registered and licensed entity that aims to meet a marketplace need by developing or offering product, process, service or solution. Nonprofit entities recognized as tax-exempt under section 501(c)(6) of the Internal Revenue Code will be eligible to apply under the business application. To be eligible for entry into this Competition, a business must carry and maintain all licensing necessary for their industry for the state(s) in which they operate. BBB GW+P reserves the right to reject any application that does not meet the above criteria in its sole discretion.
11. Entrants may only apply to the Competition once and must select their category Tier based on employee count. Business of the Year categories and eligibility are as follows:

Category Tiers:

- a. **Tier 1:** 1-10 number of employees including office and all branch locations. One count per one full-time employee and half count per one part-time or seasonal employee.
- b. **Tier 2:** 11-49 number of employees including office and all branch locations. One count per one full-time employee and half count per one part-time or seasonal employee.
- c. **Tier 3:** 50 or more number of employees including office and all branch locations. One count per one full-time employee and half count per one part-time or seasonal employee.

Eligibility Requirements:

- a. Has been in business for at least one year (see below for Time of Business Substantiation list).
 - b. Does not have any government actions.
 - c. Has earned at least a “B” rating and holds a satisfactory record with BBB.
 - d. The applying entity must be physically located in BBB GW+P’s service area.
 - e. Must not have received a BBB Award in the past three consecutive years and may not be current Torch Awards event sponsors.
12. Spark Awards for New Businesses are only open to eligible Entrants that have been in business for at least 1 year but less than 5 years by Friday, July 30, 2021. There are no limitations on company size and number of employees. Entrants must indicate interest for consideration in the online application form. Entrants should not have any government actions, has earned at least a “B” rating and holds a satisfactory record with BBB, physically located in BBB GW+P’s service area, and must have not received a BBB Award in the past three consecutive years. There is no separate Submission or application required for the Spark Awards for New Businesses.
 13. BBB Accredited Businesses have already received business substantiation through the accreditation process and do not need to provide business substantiation. Non-accredited business and Spark Award entrants must provide time of business substantiation by listing all applicable licensing agencies with the corresponding license or registration numbers.
 14. BBB GW+P reserves the right to adjust the category sizes based on the pool of

candidates.

15. To enter the Competition, Entrants must register their interest for the Competition by:
 - a. Reviewing these Terms and Conditions. Entry into the Competition is deemed acceptance of these Terms and Conditions. (Submissions submitted in any way other than through the online form will not be accepted).
 - b. Completing and submitting an application (the "Online Form") on <https://trust-bbb.org/torch-awards/> ("Competition Website") between 9 a.m. (PST) on Friday, April 30, 2021, to 11:59 p.m. (PST) on Friday, July 30, 2021.
16. Entrants are responsible for ensuring that their contact details submitted to BBB GW+P are accurate. Entrants forfeit their right to be 2021 Torch Awards Finalists (the "Finalists") or Recipients (the "Recipients") if contact details are inaccurate or incomplete, or if they fail to respond by the given deadlines.
17. Entrants must ensure the given preferred email address will be accessible and will permit contact from BBB GW+P. BBB GW+P will not be responsible for any missed communications.

PART B

Selection Process

18. BBB GW+P will do a preliminary evaluation of all submissions received and shortlist up to 5 Finalists per category, per region. There will be up to 140 Finalists in total. The Finalists will be notified via email to the contact indicated in the online application form in September 2021 and subsequently announced on BBB social media platforms and the Competition Website.
19. An independent, voluntary panel of judges (the "Jury") comprised of business and community leaders will be asked to evaluate all Finalist submissions received and will determine one Recipient per region, per category. The Recipients will be announced at BBB's Torch Awards events in October 2021. An in-person event will be held in Denver, Colorado, on October 14, 2021, pending local public health safety recommendations. A digital event announcing all Recipients will be held in October 2021. All recipients will be announced on BBB social media platforms and the Competition Website in October 2021. Recipients will also be notified via email to the contact indicated in the online application form.
20. Finalists and Recipients are encouraged to regularly check the Competition website and BBB social media for important announcements.
21. The Jury will consist of independent, voluntary industry experts, and business and charity leaders. Names and affiliations will not be published on the Competition Website.

Selection Criteria

22. Entrants must address all questions in concise narrative that explain how their business exemplifies the given criteria in daily operations. Submissions should provide a robust and accurate description of general business operations and culture.
23. Responses must not exceed the maximum word count indicated in the online application form.
24. The Jury will be asked to evaluate the submissions that best meet the scope.

Submissions will be judged using the following criteria:

- a. Eligibility of the Application
- b. BBB Standards for Trust
- c. Character, Culture, Customers and Community

These criteria are explained in more detail below:

a. Eligibility of the Application

The submission has been submitted online on-time with the required documentation and complying with the Terms and Conditions.

b. BBB Standards for Trust

The implementation of the Standards should be illustrated with clear milestones and deliverables. Applications will be ranked based on how well a business exemplifies and demonstrates commitment to the BBB Standards for Trust. Prompts and guide questions are provided in the application. BBB Standards for Trust are grouped as follows:

- i. Build Trust
- ii. Advertise Honestly, Tell the Truth and Be Transparent
- iii. Honor Promises and Be Responsive
- iv. Safeguard Privacy
- v. Embody Integrity

c. Character, Culture, Customers and Community

Applicants should respond to at least one question in each category, clearly illustrating real-life examples that address each prompt. Applications will be ranked based on how well the applicant exemplifies and demonstrates commitment to each category, as well as the BBB Standards for Trust. Prompts and guide questions are provided in the application.

Award

25. The Competition offers the following to all Finalists:

- a. 2021 Torch Awards Finalist certificate
- b. Social media photo feature
- c. Inclusion on Competition website

26. In addition, the Competition offers the use of the Torch Awards logo to all Finalists. Mandatory advertising guidelines are below. By submitting the application, the entrant agrees to abide by these guidelines.

- a. Use the approved Torch Awards for Ethics Finalist logo provided the graphic standards indicated below are followed.
- b. Promote the achievement, with the exception Revocation Policy, in text as follows: Better Business Bureau Great West + Pacific Torch Awards for Ethics – Business of the Year - 2021 Finalist.
- c. Promote the achievement on company website and in social media.
- d. Promote your award within BBB's service area using these methods: newspapers, periodicals, directories, direct mail, billboards, company vehicles, annual reports, posters, fliers, interviews, and television and radio spots.

- e. Reproduce a copy of any statutory award, which must include the year of receipt.
- f. Issue announcements and press releases about receipt of the award within the year of its receipt.
- g. Make a brief factual statement about the award and the required business qualifications.
- h. The finalist may advertise the award indefinitely, but only as long as they maintain at least a B rating from BBB and the business may not have been the subject of pending or final government or regulatory actions or another activity that may poorly reflect upon the BBB.
- i. In all advertisements, the award recipient must indicate the year the award was given.
- j. Graphic Standards for the BBB Torch Awards logo use:
 - i. The logo may be resized as needed but must retain all proportions. Do not skew, stretch or distort the logo in any way. Elements of the logo may not be rearranged, added to or taken away from.
 - ii. The logo may only be used in the original formats provided (full color, single color, black and white). Do not change the colors of the logo.
 - iii. There should be sufficient clear space around the entire logo.
 - iv. Solid background colors should be used when necessary. Do not use a textured or similar colored background behind the logo.
 - v. The BBB logo is federally trademarked property of BBB. This policy is an extension of the BBB's Agreement for BBB Accreditation and Participation in BBB Advertising Programs.

27. The Competition offers the following to all Recipients:

- a. 2021 Torch Awards Recipient media kit
- b. 2021 Torch Awards Recipient trophy
- c. 2021 Torch Awards Recipient certificate
- d. Presentation video
- e. Inclusion in BBB GW+P online blog article
- f. Social media photo feature
- g. Press release
- h. Inclusion in Competition website

28. In addition, the Competition offers the Recipient the use of the Torch Awards logo. Mandatory advertising guidelines are below. By submitting the application, the entrant agrees to abide by these guidelines.

- a. Use the approved Torch Awards for Ethics Winner logo provided the graphic standards indicated below are followed.
- b. Promote the achievement, with the exception Revocation Policy, in text as follows: Better Business Bureau Great West + Pacific Torch Awards for Ethics – Business of the Year - 2021 Winner.
- c. Promote the achievement on company website and in social media.
- d. Promote your award within BBB's service area using these methods: newspapers, periodicals, directories, direct mail, billboards, company

vehicles, annual reports, posters, fliers, interviews, and television and radio spots.

- e. Reproduce a copy of the statutory award, which must include the year of receipt.
- f. Issue announcements and press releases about receipt of the award within the year of its receipt.
- g. Make a brief factual statement about the award and the required business qualifications.
- h. The recipient may advertise the award indefinitely, but only as long as they maintain at least a B rating from BBB and the business may not have been the subject of pending or final government or regulatory actions or another activity that may poorly reflect upon the BBB.
- i. In all advertisements, the award recipient must indicate the year the award was given.
- j. Graphic Standards for the BBB Torch Awards logo use:
 - i. The logo may be resized as needed but must retain all proportions. Do not skew, stretch or distort the logo in any way. Elements of the logo may not be rearranged, added to or taken away from.
 - ii. The logo may only be used in the original formats provided (full color, single color, black and white). Do not change the colors of the logo.
 - iii. There should be sufficient clear space around the entire logo.
 - iv. Solid background colors should be used when necessary. Do not use a textured or similar colored background behind the logo.
 - v. The BBB logo is federally trademarked property of BBB. This policy is an extension of the BBB's Agreement for BBB Accreditation and Participation in BBB Advertising Programs.

General

- 29. BBB GW+P reserves the right to verify the validity of entries and to disqualify any Entrant that submits an entry not in accordance with the Terms and Conditions. BBB GW+P will not accept any late or misdirected entries.
- 30. The Entrants retain all rights, title and interest to their submission, including all accompanying documentation (together, the "Submission"), submitted to BBB GW+P in the context of this Competition. For further clarity, BBB GW+P does not own the Submission. Each Entrant, however, allows BBB GW+P to reproduce and distribute the Submission among the relevant members of the Jury, for the sole purpose of reviewing the Submission and designation of the Competition Recipients. The Jury shall not disclose or distribute the Submission other than as explicitly permitted under these Terms and Conditions and shall not appropriate or use in any manner the business and other ideas, or content found in the Submission.
- 31. Any photo or video submitted in this application grants BBB GW+P permission to use in future promotions.
- 32. To protect the integrity of BBB GW+P, the award itself, and all past, present and future awardees; this award, by board action, may be removed unilaterally by BBB GW+P without notice, for any cause at any time.
- 33. BBB GW+P's decision in relation to any and all aspects of the Competition is final and binding on every Entrant and no correspondence will be entered.

34. Disqualification of any Entrant or individual who BBB GW+P has reason to believe has breached any of these Terms and Conditions or engaged in any unlawful or other improper misconduct calculated to jeopardize the fair and proper conduct of the Competition, is at BBB GW+P's sole discretion.
35. BBB GW+P is not responsible for any problems or technical malfunction of any telephone network or lines, computer or online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the Internet or on any website, delay or error in postal service or any damage to Entrants' or any other person's computer systems related to, or resulting from, participation in this Competition, or the downloading of, any materials as part thereof. BBB GW+P is not responsible for any incorrect or inaccurate information, either caused by any of the equipment or programming associated with, or utilized in, this Competition, or for any technical error, that may occur in the course of this Competition, including any omission, interruption, deletion, defect, delay in operation or transmission, failure of a communications line, telephone or mobile or satellite network, theft or destruction or unauthorized access to, or alteration of, entries.
36. If for any reason this Competition is not capable of running as planned, including but not limited to, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of BBB GW+P, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Competition, BBB GW+P reserves the right in its sole discretion, subject to any written directions given under applicable law, to disqualify any Entrant or individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Competition. BBB GW+P reserves all rights to recover damages and/or other compensation as may be deemed appropriate from such an offender.
37. In the event of war, terrorism, a state of emergency, a disaster or force majeure, BBB GW+P reserves the right (subject to any written directions under applicable law) to cancel, terminate, modify or suspend the Competition. BBB GW+P may also refuse entry into the competition to any individual or company subject to economic sanctions which would violate BBB GW+P's legal obligations.
38. Limitation of Liability: BBB GW+P, its affiliates, subsidiaries, advertising and promotional agencies, any Internet or online access providers or any of their employees, officers, directors, and agents shall have no liability and shall be held harmless by entrant for any damage, loss or liability to person or property, due in whole or in part, directly or indirectly, by reason of entering the competition, the acceptance, possession, use or misuse of any prize, or while preparing for, or participating in any prize-related activity. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Competition, but in no event, attorneys' fees. BBB GW+P and its promotion and advertising agencies are not responsible for technical, hardware, software or telephone failures of any kind, lost or unavailable network connections, fraud, incomplete, garbled or delayed computer transmissions, whether caused by BBB GW+P, users or by any of the equipment or programming associated with, or utilized in, the Competition, or by any technical or human error which may occur in the processing of submissions which may damage a user's system or limit a participant's ability to participate in the Competition.
39. Information submitted within an application is subject to BBB's privacy policy, located at <https://www.bbb.org/privacy-policy> and that of Cognito Forms, provided at <https://www.cognitofrms.com/legal/privacy>.