

**Indi.Com**  
**UPSTANDERS CHALLENGE**  
**Official Contest Rules**

**NO PURCHASE OF ANY GOODS OR SERVICES IS NECESSARY TO ENTER THIS CONTEST. A PURCHASE HAS NO EFFECT ON THE JUDGING CRITERIA FOR THIS CONTEST. VOID WHERE PROHIBITED BY LAW.**

***These Official Contest Rules hereby incorporate the Indi Terms of Use and Privacy Policy (with respect to information collected, retained and/or used by Administrator, Starbucks Privacy Statement (for information collected, retained and/or used by Starbucks), and the posted information and requirements on the challenge page.*** In the event of any conflict between the Official Contest Rules, and the challenge criteria posted on the challenge page these Official Contest Rules, take precedence.

**1. Eligibility:** The Indi.Com Upstanders Challenge (the “**Contest**”) is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least eighteen (18) years old at the time of entry (“**Entrants**”). Employees of the Starbucks Foundation, Starbucks Corporation (“**Starbucks**”), Indi, and any of their respective parent, licensee and affiliate companies, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. (Sponsor employees, Starbucks employees and licensed store associates and their immediate families and household members, please visit [indi.com/starbuckspartners/upstanders](http://indi.com/starbuckspartners/upstanders) to participate in the Upstanders Challenge Partner Edition.) The Contest is subject to all applicable federal, state, municipal, territorial and local laws and regulations and is void where prohibited.

**2. Sponsor:** The Starbucks Foundation, 2401 Utah Ave. S, Seattle, WA 98134. **Administrator:** Indi.com, Inc., 5141 California Ave, Suite 250 Irvine CA 92617 (“**Indi**”).

**3. Agreement to Official Rules:** Participation in this Contest constitutes Entrant’s full and unconditional agreement to these Official Rules and Sponsor’s and Administrator’s decisions, which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**4. Timing:** The Contest begins on October 9, 2017 at 6:00 p.m. United States Pacific Time (“PT”), ends on October 31, 2017 at 11:59 p.m. PT (the “**Contest Period**”). Indi’s servers are the official time-keeping device for this Contest.

**5. How to Enter:** To participate you must create an Indi.com account. Indi accounts are free; but subject to its Terms of Use and Privacy Policy: <http://indi.com/information/terms> and <http://indi.com/information/privacy>.

To submit an entry and generate Buzz for your charity, take the following steps:

1. Identify your favorite nonprofit organization (referred herein as “**Charity**”) that exemplifies what it means to be an Upstander: “A person or organization that acts to make positive change”;
2. Confirm that your entry complies with the Submission Content Restrictions below;
3. Create a video – 2 minutes or less in length – explaining why the Charity is an *Upstander* and how it creates positive change in your community;
4. Upload the video to <http://indi.com/starbucks/upstanders>; and be sure to follow the instructions during the upload process to properly select your charity.
- 5.

**How Do You Create Buzz For Your Charity?**

• Share  into       ; and

• Have your friends watch, like  and share your video on Indi and social media!

6. Please note that you can create and upload multiple video entries, and as long as you follow the same

steps to properly select your charity and also create Buzz for the other video entries, the collective Buzz generated will all aggregate towards your selected charity.

By posting your video (referred herein as your "**Submission**"), you acknowledge that your supported charity must conform to the Charity Eligibility Requirements and represent, warrant and agree that your Submission conforms to the Submission Content Requirements as defined below, and that Sponsor, in its sole discretion, may disqualify your supported charity and/or your Submission from the Contest if it believes that your supported charity fails to conform to the Charity Eligibility Requirements and/or your Submission fails to conform to the Submission Content Restrictions.

Charity Eligibility Requirements:

- Is qualified under Section 501(c)(3) of the US Internal Revenue Code;
- Is a public charitable organization and not a private foundation;
- Is NOT a functionally integrated Type III supporting organization;
- Is headquartered in the United States (the 50 States and the District of Columbia);
- Does NOT engage in unlawful discrimination on the basis of age, race, national origin, ethnicity, gender, disability, sexual orientation, political affiliation or religious belief, or for any other discriminatory reason;
- Has NOT had its exemptions automatically revoked for failure to file annual returns for three consecutive years unless the charity has been subsequently reinstated;
- Has NOT had its tax-exempt status revoked for reasons other than failure to file unless the charity has been subsequently reinstated; and
- Is NOT nor has been listed as supporting terrorism by the Office of Foreign Assets Control (OFAC) of the Department of the Treasury, in compliance with the USA PATRIOT Act.

Submission Content Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- Entrant must have permission and releases from all individuals that appear in the Submission (if any) to use their name and/or likeness in the Submission and to grant the rights and releases set forth below video (including releases by parents or guardians of any minors included in the video). If you are submitting a video that includes a minor under the age of 18, you represent and warrant that you are their parent or legal guardian and grant Sponsor, Starbucks and Administrator with all the appropriate rights associated with the minor to effect the license rights set forth in these Official Contest Rules and the Indi Terms of Use. If requested, Entrant must be able to provide such permissions in a form acceptable to Sponsor.
- The Submission must not disparage Sponsor, Starbucks, or any other person or party;
- The Submission must not contain brand names or trademarks other than those owned by Sponsor or Starbucks, which Entrant has a limited license to use to incorporate in his/her Submission in this Contest;
- The Submission must not contain video, music, images or artwork not created by Entrant;
- The Submission must not contain material that is inappropriate, offensive, profane, abusive, violent, racist, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group, individual or animal, or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Submission is created; and
- The Submission must not contain any dangerous act with the potential of harming a person or animal.

Limit: Submissions generated by script, macro or other automated means are void. In the event of a dispute as to the ownership of any Submission, the authorized account holder of the Indi account used to register will be deemed to be the Entrant and must comply with these Official Rules. Each Entrant may be required to show proof of being an authorized account holder.

**6. Winner Determination:** After the Contest Period, the forty (40) Charities that generated the most Buzz during the Contest Period will be presented to a panel of qualified judges selected by Sponsor in its sole discretion who will select the twenty-five (25) Charities (herein “Potential Winners”) based on the following criteria (“**Judging Criteria**”):

- 40% based on the inspiration of the organization’s story;
- 40% based on the community impact of the organization; and
- 20% based on the creativity of videos submitted for each organization.

Indi’s proprietary BUZZ algorithms determine the Buzz rankings.

#### **How Do You Create Buzz For Your Charity?**

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In the event of a tie in determining the final 40<sup>th</sup> Buzz-getter, the tied Charity with the single Entrant Submission receiving the highest independent Buzz score will be deemed the 40<sup>th</sup> place Buzz to be judged by the panel as a Potential Winner. Sponsor reserves the right to select fewer than twenty-five (25) Potential Winners if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions.

#### **7. Winner Requirements:**

The winners of the first 200 Promotional Prizes will be notified by Administrator on or before October 31 and required to provide his/her full name, valid email address, mailing address and birthdate within two (2) days of the date notice is sent in order to claim the prize.

Potential Winners of the Grand Prize will be notified by Sponsor or Administrator on or after November 13. Each Potential Winner may be required to provide required information and sign an affidavit prior to receipt of the Grand Prize. If a Potential Winner cannot be contacted, fails to provide any of the requested information or to execute any requested affidavit within the required time periods, does not comply with these Official Rules or meet the Charity Eligibility Requirements, the prize is returned as undeliverable, or the Grand Prize is refused by the Potential Winner, the Potential Winner forfeit the prize. If a Potential Winner is disqualified or forfeits a Grand Prize for any reason, the prize may be awarded to a runner-up, if any, in Sponsor’s sole discretion. Only one (1) alternate winner may be determined, after which the applicable prize will remain un-awarded.

**8. Use of Submissions:** Posting a Submission constitutes Entrant’s consent to give Sponsor, Starbucks and Indi a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, Entrant will sign any documentation required for Sponsor, Starbucks, Indi or their respective designees to make use of the non-exclusive rights Entrant is granting to use the Submission. Each Entrant accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Each Entrant will indemnify Sponsor, Released Parties (as defined in Section 10, below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any use of the Submission as licensed hereunder and/or any breach of these terms.

**9. Prizes:** TWENTY-FIVE (25) GRAND PRIZES: Twenty-Five Thousand Dollar Grant Award to the 25 winning Charities selected from the top 40 Buzz-getting Charities. TWO HUNDRED (200) PROMOTIONAL PRIZES: The first two hundred (200) Entrants who successfully upload Submissions during the Contest Period will receive a \$20 Starbucks eGift.

This Starbucks eGift is subject to the Starbucks Card Terms & Conditions: [www.starbucks.com/card/card-terms-and-conditions](http://www.starbucks.com/card/card-terms-and-conditions). Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute any prize for one of equal or greater value if the designated prize should become unavailable for any reason.

Winners are responsible for all applicable taxes and fees (if any) associated with prize receipt and/or use. Limit: One (1) Grand Prize per Charity (all sister charity entities and affiliated charities are considered a single charity for purposes of awarding Grand Prizes) and one (1) Promotional Prize per Entrant. Prizes will be fulfilled 8 – 10 weeks after the end of Contest.

**10. Release:** Entrants agree to release and hold harmless the Sponsor, Starbucks, Administrator and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "**Released Parties**") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

**11. Publicity:** In addition to the rights granted in Section 8 and in Indi's Terms of Use, Entrants agree and consent that Sponsor, Starbucks and their respective designees may use their name, city, state, (and or province) likeness, photo (including social account profile photo), Submission and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

**12. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or any other Promotion or in an unsportsmanlike, deceptive or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor and Administrator reserve the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's or Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision

**13. Limitations of Liability:** Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Contest or receipt or use or misuse of any prize (including any travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third party use of any Submission.

**14. Disputes:** Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Western District of Washington or the appropriate Washington state court located in King County, Washington; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances

will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Washington, without giving effect to any choice of law or conflict of law rules (whether of the State of Washington or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Washington.

**15. Entrant's Personal Information:** Each Entrant hereby agrees that Sponsor, Starbucks and Administrator may collect his or her email address, name, physical address, any information requested during the Submission upload process, and any other information gathered during interaction with the Sponsor's channel and this Contest, including without limitation any activity relating to the generation of Buzz both on the Sponsor channel as well as information gathered from tracking content posted on social media (for example, information gathered using cookies and device identification). By providing your email address and participating in this Contest, each Entrant hereby agrees to receive emails from Starbucks regarding news, information, promotions and offers. **IF YOU DO NOT WANT SPONSOR, STARBUCKS OR ADMINISTRATOR TO COLLECT OR USE YOUR INFORMATION, DO NOT PARTICIPATE IN THIS CONTEST.** Information collected, retained or used by Administrator is subject to Administrator's Privacy Policy <http://indi.com/information/privacy>. Information collected, retained or used by Starbucks is subject to Starbucks Privacy Statement <http://www.starbucks.com/about-us/company-information/online-policies/privacy-policy>.

**16. Winner List:** For a winner list, visit <http://indi.com/starbucks/upstanders>. The winner list will be posted after winner confirmation is complete.

**This promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform.**