

**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. 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 ten (10) Honorees, five (5) Examples of Excellence, and an undetermined number of Hall of Fame inductees.

**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 begins at 12:01 a.m. Eastern Standard Time ("EST") on January 4, 2017 and ends at 11:59 p.m. EST on March 3, 2017 ("Contest Entry Period"). Up to ten (10) Honorees will be notified by 11:59 p.m. EST on March 17, 2017. Up to five (5) Examples of Excellence will be notified by 11:59 p.m. EST on April 3, 2017. All Entries must be received by Sponsor on or before the final 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](http://www.positivebusinessproject.com) ("Site") to answer and submit three questions addressing a positive business practice in your workplace. 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. Each Entrant must have permission and



appropriate releases from his/her organization, and from all individuals depicted, seen or heard in the Application Answers, prior to submission. All Application Answers 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 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 must be in English. Sponsor reserves the right to utilize any/all presented content and edit and/or alter portions of Application Answers.

Application Answers 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;
- 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 must be fact-based and not fictional in nature.

Each entrant represents that his/her Application Answers 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 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, any and all releases and consents necessary to permit the use and exhibition of the Application Answers 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. 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 null and void. By submitting Application Answers, entrant warrants and represents that he/she and any persons who in the Application Answers consent to the submission and use of the Application Answers in the contest and to its use and broadcast as otherwise set forth herein. By submitting Application Answers, entrant represents and warrants that the Application Answers conforms to these Official Rules.

By submitting Application Answers, each entrant hereby grants permission for the Application Answers 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, 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 by third parties. Released Parties do not guarantee the posting of any Application Answers in any type of media and may take down the Application Answers 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](http://www.positivebusinessproject.com).

#### **IV. HONOREES, EXAMPLES OF EXCELLENCE, AND HALL OF FAME DETERMINATION.**

**JUDGING:** Application Answers will be judged by representatives of Sponsor based on the extent to which the organization 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 up to ten (10) Honorees, five (5) Examples of Excellence, and an undetermined number of Hall of Fame inductees. Sponsor reserves the right to advance fewer than five (5) Examples of Excellence applicants and/or to not award all prizes if, in its sole discretion, it does not receive a sufficient number of eligible and qualified applications. Examples of Excellence will be reviewed by additional Judges to determine which submissions, if any, will be inducted into the Positive Business Project Hall of Fame. There is no guarantee that any



Examples of Excellence will be inducted any given year. 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, provided that each certifies and establishes to Sponsor's satisfaction that he/she is the owner of the application 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 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 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. NOTIFICATION TO HONOREES AND EXAMPLES OF EXCELLENCE.**

Entrants who submitted winning Application Answers will be notified by email. In the event, 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 organization selected. Winners of any prize are solely responsible for all federal, state, and local taxes.



## **VI. PRIZES.**

**HONOREES:** Each of the honorees will receive the following:

1. One (1) certificate of recognition
2. Inclusion in the Positive Practices Handbook showcasing positive practices, which will be distributed at the Positive Business Conference and on the Positive Business Project website;
3. One (1) copy of the Reflected Best Self Exercise tool in PDF form for use by the Entry Submitter;
4. One (1) honoree reception in Ann Arbor, Michigan with Ross School of Business and University of Michigan faculty and other Positive Business Project honorees during the Positive Business Conference, May 11-12, 2017; and
5. Fifty (50) dollar discount on registration to the 2017 Positive Business Conference for all members of the Honoree organization.

**EXAMPLES OF EXCELLENCE:** Each of the five (5) Examples of Excellence will receive all of the above prizes, plus:

1. One (1)-year membership to the Center for Positive Organizations Book Club; Examples of Excellence organizations will receive one book every other month;
2. Inclusion in Positive Business Project-specific press initiatives, e.g. press releases and other article pitches;
3. Public recognition on Center for Positive Organizations, Positive Business Conference, and/or Michigan Ross websites and social media outlets;
4. Tuition coverage for one (1) representative from each organization to attend a Michigan Ross Executive Education course on positive leadership (individuals will be responsible for materials, transportation, and other related costs); and
5. Invitation for one (1) representative to attend the Center for Positive Organizations' Consortium dinner on May 10, 2017.

**INDUCTEE TO HALL OF FAME:** Up to one (1) inductee into the Hall of Fame will receive all of the above prizes, plus:



1. One (1) complimentary registration to the Positive Business Conference (minimum \$650 value);
2. Round-trip transportation to the Positive Business Conference (up to \$500); and
3. One-year membership to the Center for Positive Organization's Consortium (up to \$10,000 value).

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. PUBLICITY GRANT.**

Each entrant who submits a winning Application Answers, 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.

#### **VIII. 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.

#### **IX. 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.

#### **X. LIST OF HONOREES AND EXAMPLES OF EXCELLENCE.**



The list of honorees and examples of excellence may be obtained after May 12, 2017 at [www.positivebusinessproject.com](http://www.positivebusinessproject.com). For more information, visit [www.positivebusinessproject.com](http://www.positivebusinessproject.com) or email [positivebusinessproject@umich.edu](mailto:positivebusinessproject@umich.edu) with additional questions.

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