

**THE EMBRACECLE COMMUNITY CHALLENGE TERMS, CONDITIONS AND OFFICIAL  
RULES**

NO PURCHASE NECESSARY TO ENTER OR CLAIM PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.

The GiveButter Terms and Conditions (<https://givebutter.com/terms>) and Privacy Policy (<https://givebutter.com/privacy>) apply to the Challenge and all entries and donations received in connection therewith. In the event of a conflict between these Official Rules and either the GiveButter Terms and Conditions or the Privacy Policy, these Official Rules govern and control only to the extent of such conflict.

**ELIGIBLE PARTICIPANTS:** The EmbraceCLE Challenge is only open to legal entities that;

- (a) are incorporated or organized within the counties of Cuyahoga, Lorain, Medina, Summit, Geauga, Lake, and Portage in the state of Ohio,
- (b) have valid Employer Identification Numbers (“EINs”) and physical mailing addresses,
- (c) have and will maintain tax-exempt status under sections 501(c)(3) of the Internal Revenue Code throughout the Challenge Period,
- (d) have received an e-mail invitation to participate in the EmbraceCLE Challenge

Two (2) or more charities that are distinct and have unique Tax IDs (EINs) or business numbers, as the case may be, may not share one Campaign (defined below) page or otherwise combine efforts or resources in order to increase their odds in the EmbraceCLE Challenge. If you are an individual submitting an entry and agreeing to these Official Rules on behalf of a legal entity, you represent and warrant that (i) you are an authorized representative of such entity and able to legally bind such entity or that you have permission from such entity to submit an entry on its behalf and (ii) have read, and hereby agree to, these Official Rules on behalf of such entity.(iii) you are 18 years of age or older.

All entries made in connection with the EmbraceCLE Challenge are governed by these Official Rules and are subject to verification of eligibility before a grant is awarded. Sponsor and GiveButter and their respective parent companies, affiliate companies, subsidiaries, agents, judges, advertising and promotion agencies and anyone involved in the development of the EmbraceCLE Challenge, are not eligible. Employees, independent contractors, officers, and directors, of GiveButter as well as the immediate family (spouse, parents, siblings, and children and their respective spouses, regardless of where they live) and household members of each such employee, whether or not related, are not eligible.

Entries that are submitted in connection with the EmbraceCLE Challenge will only be eligible if;

- (A) the entrant’s Campaign (as defined below), and related content posted by the entrant, does not contain content that is unlawful, hateful or obscene, in the Sponsor’s and/or GiveButter’s discretion,

**(B) The Entrant attests that any funds received from the Campaign will only be used by the Entrant's nonprofit and solely to benefit or enhance the nonprofit mission. The use of funds for any other purpose is prohibited and would require the return of funds to Sponsor and result in ineligibility to participate in this and any future fundraising event sponsored by Embrace Pet Insurance.**

By participating in the EmbraceCLE Challenge, you warrant that you are eligible to participate in accordance with these Official Rules. The EmbraceCLE Challenge is subject to all applicable federal, state and local laws and regulations. Void where prohibited.

**ELIGIBLE DONATIONS:** "Eligible Donations" are those donations that comply with all terms and conditions contained herein. Only Eligible Donations may count toward the total amount raised by each entrant's Campaign. There is no minimum donation amount. Each donation must come from a unique donor. *A unique donor can make one transaction per 24 hours.* Eligible Donations must be made to entrant's Campaign on the Challenge Website using a credit card or verified GiveButter payment method and must be successfully processed to completion through GiveButter during the Challenge Period to count toward entrant's Campaign total. All fundraisers held during the Challenge Period must directly promote and benefit the Challenge. No outside donations or fundraisers can be compiled or funneled toward an entrant's total. All promotion for Challenge-specific events must take place within the Challenge period and be clearly identified to benefit the EmbraceCLE Community Challenge.

**INELIGIBLE DONATIONS:** Donations made contrary to the terms of these Official Rules, including, but not limited to, those donations made outside of the EmbraceCLE Challenge, outside the Challenge Period, or offline, are "Ineligible Donations" that will not be counted toward entrant's Campaign total. Ineligible Donations include, but are not limited to, donations by cash, money order, credit card payments to an entrant's non-Challenge Campaign or an ineligible Campaign page on GiveButter, and any other donations not successfully processed online via credit card on your Campaign. Neither entrant nor a proxy may donate any money to an entrant's Campaign, whether by taking money from its account(s) to donate to its Campaign or otherwise, no matter the intent. Promotion of EmbraceCLE-centric events can occur beginning September 1, 2024. Fundraisers or events held outside the Challenge period (October 1, 2024 – October 31, 2024) are ineligible. Promotion held outside the Challenge promotion period (September 1, 2024 – October 31, 2024) or without direct promotion of said funds going towards the Challenge, cannot be applied, or donated to the entrant's Campaign. No donations can be made in mass from events, each donation must come from a unique donor through the Givebutter campaign page. No donations can be made with intent of reimbursement from entrant nor a proxy within or outside of the Challenge period. Such contributions are considered Ineligible Donations and will not be counted toward entrant's Campaign. This includes, but is not limited to, receiving cash or check donations or having an employee, Board Member, or other individual act as entrant's proxy. Donations are non-refundable. Donations may

not be transferred to the Campaign from another fundraising page or campaign on GiveButter. Donations made by employees of Embrace Pet Insurance will not be matched by Sponsor (Embrace Pet Insurance).

**DONATIONS TIMELINE:** All Eligible Donations must be successfully processed to completion through GiveButter and its third-party payment processor(s) before the end of the EmbraceCLE Community Challenge Period to count toward entrant's Campaign. GiveButter has the right to verify all donations, and any donation that is subject to chargeback or dispute may not count toward entrant's Campaign. Neither Sponsor nor GiveButter is responsible for any delays in processing any donations. The list of donations on any particular Campaign, if any is displaying or any similar tally of donation(s) or leaderboard, are unofficial tallies of the amounts of donations to a Campaign and may not accurately reflect the Campaign's total donations during the Challenge Period, based on a variety of factors. Results of the EmbraceCLE Challenge are not official until Sponsor and/or GiveButter, or their respective duly authorized representatives, verify the winning entities.

**EmbraceCLE COMMUNITY CHALLENGE PERIOD:** Entries will be accepted online starting on October 1, 2024, at 12:00:00pm Eastern Time (ET) and ending on October 31, 2024 at 11:59:59pm ET, such period referred to herein as the "Challenge Period". GiveButter's server and computer clock is the official time-keeping device for the Challenge.

**HOW TO ENTER:** (a) Step One: To enter the EmbraceCLE Community Challenge, potential entrants will receive an invitation to participate and/or can nominate their own organization for consideration by emailing [EmbraceCLE@embracepetinsurance.com](mailto:EmbraceCLE@embracepetinsurance.com). Entrants will reply by e-mail, accepting the invitation and providing documents for organization approval by Embrace Pet Insurance to enter the EmbraceCLE Challenge to raise money for your eligible charity incorporated or organized within Cleveland, Ohio or the counties of Cuyahoga, Lorain, Medina, Summit, Geauga, Lake, and Portage for the Purpose during the EmbraceCLE Challenge Period; and (b) Step Two: Upon approval to join the EmbraceCLE Challenge, provide deliverables for Embrace representative to create a new fundraising campaign (a "Campaign") for the 2024 EmbraceCLE Challenge to raise eligible donations for the Purpose on <https://givebutter.com/2024-embracecle-community-challenge> (the "Website"). Deliverables can consist of but are not limited to mission statements, any desired graphics for the organization's campaign page, as well as financial or nonprofit verification documents to set up within the GiveButter platform. Dependent on previous year's financial receipts, the entrants will be divided into two separate tiers, (1) the "Small but Mighty" and (2) "The Big Dogs". Each tier will have a 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> place winner. The "Small but Mighty" tier will be comprised of all entrants whose gross receipts from the previous year are below \$500,000. The "The Big Dogs" tier will include all entrants whose gross receipts from the previous year are \$500,000 or more. (c) Step Three: The six (6) entrants with the Campaigns that generate the most

eligible monetary donations for the Purpose during the Challenge Period will be deemed the potential winners of the 1st, 2<sup>nd</sup>, 3<sup>rd</sup> Place Grand Prizes per two (2) competing tiers

**Limit one (1) Campaign page per entrant.**

All Campaigns are subject to verification of eligibility before a prize can be awarded. For example, if your Campaign, Purpose or charity information entered on the Website or otherwise during the entry process does not meet eligibility requirements, your entry is automatically void. Your receipt and any confirmation email you receive are not confirmation of entry. Those who do not provide the required information in their donation or entry form, or abide by these Official Rules or other instructions of Sponsor or GiveButter may be disqualified at Sponsor's or GiveButter's sole and absolute discretion. All entries that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the EmbraceCLE Challenge at Sponsor's or GiveButter's sole and absolute discretion. Winner's prize may be taxable. Every entrant agrees that information provided by Sponsor or GiveButter is not advice, including but not limited to, tax advice or legal advice, and every participant is advised to consult a professional, including a tax professional.

**PRIZES:** There will be six (6) winners, three (3) winners per established tier (2 tiers total), who will receive the following prize amounts toward their respective Campaign(s): **Tier 1: Small but Mighty**

1<sup>st</sup> place: \$15,000

2<sup>nd</sup> Place: \$10,000

3<sup>rd</sup> Place: \$5,000

**Tier 2: The Big Dogs**

1<sup>st</sup> place: \$15,000

2<sup>nd</sup> Place: \$10,000

3<sup>rd</sup> Place: \$5,000

There will be Bonus Challenges offered weekly from October , 2024 to October 31, 2024 for a total of up to \$20,000 in additional prizes. The challenges are below, and a reminder email will be sent each Monday of the Challenge period beginning on October 7, 2024. The funds awarded from the Bonus Challenges will be added into the total prize money awarded in a lump sum at the end of the Challenge. The Bonus Challenges are as follows:

**Bonus Challenge 1: Fast Start Challenge**

**Dates:** October 7-13

- **Challenge:** The first 3 organizations in each tier (Small but Mighty and The Big Dogs) to raise at least \$300 will receive \$1000 each.
- **Winners:** 3 winners in Small but Mighty + 3 winners in The Big Dogs
- **Total Prize Money:** 6 winners × \$1000 = \$6,000

### **Bonus Challenge 2: Fundraising Milestone Challenge**

**Dates:** October 14-20

- **Challenge:** The first 3 organizations in each tier (Small but Mighty and The Big Dogs) to raise at least \$500 will each receive \$1,000 each.
- **Winners:** 3 winners in Small but Mighty + 3 winners in The Big Dogs
- **Total Prize Money:** 6 winners × \$1,000 = \$6,000

### **Bonus Challenge 3: Unique Donations Challenge**

**Dates:** October 21-27

- **Challenge:** Organizations that receive at least 10 unique donations during this week will be entered into a draw to win one of six \$700 prizes.
- **Winners:** 6 winners (3 in Small but Mighty and 3 in The Big Dogs)
- **Total Prize Money:** 6 winners × \$700 = \$4,200

### **EmbraceCLE Storytelling Challenge**

**Challenge Dates:** October 16 - October 23

**Objective:** Share a compelling story about the significant impact EmbraceCLE has had or will have on your organization's mission. Each participating organization will receive \$200.

#### **How to Participate:**

1. **Submission:** Send an email to [Abatteiger@embracepetinsurance.com](mailto:Abatteiger@embracepetinsurance.com) with the following:
  - **Story:** Write a narrative that highlights a specific, impactful event or outcome facilitated by EmbraceCLE. Describe how the funds raised through EmbraceCLE have supported a particular project, initiative, or program within your organization. For example, you might share how a specific donation helped fund a crucial program, supported a community event, or contributed to a significant milestone in your mission. There is no character minimum or maximum, so feel free to provide as much detail as needed to fully capture the impact.
  - **Images:** Include one or more images that reflect the story and the impact of the funds raised.
2. **Eligibility:** All participating organizations that submit their story and images within the challenge dates are eligible.
3. **Submission Guidelines:**
  - Attach images in a high-resolution format (JPEG, PNG).
  - Stories and images must be submitted by the end of October 23 to be considered.
4. **Participation Reward:** Each organization that submits their story and images will receive a \$200 participation reward.

5. **Selection Process:** All valid submissions will receive the \$200 reward. Submissions will be reviewed for adherence to guidelines, but no additional judging or selection criteria are required beyond participation.

#### **Important Notes:**

- Make sure your submission is clear, engaging, and effectively communicates the impact of EmbraceCLE on your organization.
- By participating, you agree to allow EmbraceCLE to use your submitted stories and images for promotional purposes, including but not limited to social media, website features, and press releases.

#### **Dogtor Libby Cup Bonus Challenge Rules**

Celebrate Embrace's partnership as the Official Pet Insurer of the Cleveland Browns with the Dogtor Libby Cup Challenge! This challenge will take place at our Embrace Halloween Party on **October 31, 2024**.

1. **Cup Assignment:** Each participating organization will be assigned one of three cups, each representing an entry in the contest.
2. **Cup Presentation:** Dogtor Libby will be presented with the three cups, each containing a treat.
3. **Cup Selection:** Dogtor Libby will choose one cup. This could be done by pawing at it, sniffing it, knocking it over, or simply walking up to it.
4. **Selection Process:** The choice of cup will be made solely by Dogtor Libby, without any external influence.
5. **Winning Entries:** The organizations corresponding to the cup chosen by Dogtor Libby will each receive a prize of \$350

The Approximate Retail Value (“ARV”) of all prizes is up to eighty-thousand dollars (\$80,000). The prizes are non-transferable by the winners, and no substitution of prizes are offered, except at the sole discretion of the Sponsor. All prize details not specified in these Official Rules will be determined in Sponsor’s sole and absolute discretion. In order to receive a prize, winner may be required to provide proof of identification or eligibility. Winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether it, in whole or in part, are used. All prizes are awarded “as is” and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Delivery will be via check and will only be to the verified winner’s physical mailing address except in Sponsor’s sole and absolute discretion and will be the physical mailing address entrant used at the time of entry. Neither Sponsor nor GiveButter are responsible for lost or stolen checks, prize utility, quality, damages of any kind during shipping or anytime thereafter. Delivery date within sixty (60) days after the Challenge has ended and the exact date is to be determined by Sponsor.

**WINNER SELECTION AND NOTIFICATION:** Within five (5) days of EmbraceCLE Challenge End

Date, the eligible entrants with the Campaigns that generate the most eligible monetary donations for the Purpose during the Challenge Period that comply with these Official Rules and requirements herein will be deemed the potential winners and will be notified by GiveButter or Sponsor via e-mail. In the event of a tie, the entrants will split the applicable prizes (e.g., if there is a tie for first and second place, the entrants will split the sum total of the first and second place prizes). In the event any potential winner does not accept the prize within three (3) business days of notification, any winner is ineligible, or the prize or prize notification is not deliverable, the entrant with the Campaign that generates the next most eligible donations for the Purpose during the EmbraceCLE Challenge Period may be contacted as an alternate winner. The Sponsor shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings, or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within three business days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited and an alternate winner selected. Potential winner(s) may also be required to sign a declaration or affidavit of eligibility and liability release (and, where permitted, a publicity release) and Form W9 (or other applicable filing) concerning the prize.

**RIGHTS GRANTED BY YOU:** By entering this content you understand that **Embrace Pet Insurance**, anyone acting on behalf of **Embrace Pet Insurance**, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the EmbraceCLE Community Challenge, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

**TERMS:** **Embrace Pet Insurance** reserves the right, in its sole discretion to cancel, terminate, modify or suspend the EmbraceCLE Challenge should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the EmbraceCLE Challenge. In such case, **Embrace Pet Insurance** may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by **Embrace Pet Insurance**. **Embrace Pet Insurance** reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the EmbraceCLE Challenge or website or violates these Terms & Conditions.

**Embrace Pet Insurance** has the right, in its sole discretion, to maintain the integrity of the EmbraceCLE Challenge, to void votes for any reason, including, but not limited to; multiple entries from the same user

from different IP addresses; multiple entries from the same computer in excess of that allowed by the EmbraceCLE Challenge rules; or the use of bots, macros or scripts or other technical means for entering.

Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the EmbraceCLE Challenge may be a violation of criminal and civil laws and should such an attempt be made, **Embrace Pet Insurance** reserves the right to seek damages from any such person to the fullest extent permitted by law.

**LIMITATION OF LIABILITY:** By entering you agree to release and hold harmless **Embrace Pet Insurance** and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the EmbraceCLE Challenge and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

**DISPUTES:** The EmbraceCLE Challenge is governed by the laws of the United States and the State of Ohio, without respect to conflict of law doctrines. As a condition of participating in the EmbraceCLE Challenge, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Challenge, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Ohio having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering the EmbraceCLE Challenge), and participant further waives all rights to have damages multiplied or increased.

**PRIVACY POLICY:** Information submitted with an entry is subject to the Privacy Policy stated on the **Embrace Pet Insurance** Web Site. To read the Privacy Policy, <https://www.embracepetinsurance.com/privacy-policy>

**WINNERS LIST:** To obtain a copy of the winners' name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: ATTN: EmbraceCLE Community Challenge, **Embrace Pet Insurance 4350 Richmond Rd. Cleveland, OH 44128**. Requests must be received no later than November 30, 2024.



**SPONSOR:** The Sponsor of the EmbraceCLE Challenge is **Embrace Pet Insurance 4350 Richmond Rd. Cleveland, OH 44128.**

**NOTICE:** The Sponsor and GiveButter reserve the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Challenge in violation of these Official Rules and/or criminal and/or civil law.

**QUESTIONS REGARDING THE CHALLENGE?** Send an email to

[abatteiger@embracepetinsurance.com](mailto:abatteiger@embracepetinsurance.com)

**AGREEMENT TO RULES:** By participating and signing below you attest that you are authorized to sign on behalf of the organization you represent. You agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of **Embrace Pet Insurance**, as final and binding as it relates to the content. The EmbraceCLE Community Challenge is subject to all applicable federal, state and local laws.