

## **Veteran Business Fund Giveaway CONTEST OFFICIAL RULES**

NO PURCHASE NECESSARY TO PARTICIPATE OR WIN. BY PARTICIPATING IN THIS CONTEST, PARTICIPANT AGREES TO BE BOUND BY THESE OFFICIAL RULES.

### **1. Introduction**

Welcome to Yelp's Veteran Business Fund ("**Contest**"), sponsored by Yelp Inc. ("**Yelp**"), a website and mobile app dedicated to connecting people with great local businesses! Yelp is inviting Participants for a chance to win a gift certificate in the amount of ten-thousand dollars (\$10,000 USD) to help support their veteran-owned businesses (the "**Prize**"). There will be ten (10) Contest Winners.

### **2. Eligibility**

The Contest is open only to individuals who meet the following eligibility:

- a. Have a brick and mortar business in the United States;
- b. Have a free registered Yelp for Business account;
- c. Use their real name as the Yelp business account representative and have a photo of themselves as their Yelp business account profile photo;
- d. Are 21 years of age or older at the time of entry;
- e. Reside in the United States (excluding residents of Alaska, Hawaii and United States territories);
- f. Are a veteran-owned business with Yelp's veteran-owned business attribute; and
- g. If selected as a Contest Winner, Contest Winner agrees to:
  - o Provide Yelp and Yelp for Business with requests assets, such as photos and video components;
  - o Provide IRS 1099 requirements due to the value of prize; and
  - o Obtain appropriate consents and releases, as determined by Yelp in its sole discretion, and provide the signed copies of any such consents and releases to Yelp on.

Contest participants (each a "**Participant**") consent to be bound by these Official Rules, as well as Yelp's Terms of Service (available at <http://www.yelp.com/static?p=tos>). The Contest is void where prohibited or restricted by law. Yelp reserves the right to further limit or restrict participation in the Contest to any person at any time for any reason. To the fullest extent permitted by law, Participant agrees that Yelp has the sole discretion to decide all matters and disputes arising from the Contest and these Official Rules, and that all decisions of Yelp shall be final and binding and not subject to challenge or appeal.

The following individuals are not eligible to enter or participate in the Contest or be awarded or retain any Contest Prize: (a) current and former employees, officers, directors, interns, contractors and agents of Yelp and its parent, affiliated and subsidiary companies; (b) any other individual or party involved in the development, design, administration, fulfillment and/or execution of this Contest; and (c) immediate family members of the individuals described in sections (a)-(b) of this paragraph (including parents, grandparents, children, siblings and spouses) and/or those living in their same households.

IF A PARTICIPANT DOES NOT AGREE TO THESE OFFICIAL RULES, THE PARTICIPANT MAY NOT ENTER OR PARTICIPATE IN THE CONTEST.

### 3. Contest Term

To participate in the Contest, a Participant must submit an Entry (as defined below) between 12:00 a.m. EST on October 25, 2022 and 11:59 p.m. EST on November 11, 2022 ("**Contest Term**").

### 4. Submission of Contest Entry

To submit a Contest entry (each, an "**Entry**"), a Participant must:

- Visit the Contest site at: [veteranbusinessfund.yelp.com](http://veteranbusinessfund.yelp.com) (the "**Contest Site**"), and
- Navigate to the "Apply Page" and enter to participate in the Contest with the required information in the application form.

Each Entry must comply with the following guidelines and restrictions, as applicable:

- Must not contain any copyrighted works or other intellectual property, including music, other than those owned by the Participant.
- Must not infringe on any party's intellectual property, including but not limited to copyright, trademark or right of privacy or publicity, or any other rights.
- Must be original work created by the Participant solely for purposes of this Contest.
- Must not have been or be entered in or won previous Yelp Contests or awards.
- Must not have been published previously in any medium.
- Must not violate any applicable laws or regulations.
- Must not feature illegal, illicit or offensive content or conduct, as determined in Yelp's sole discretion.

If it is necessary or advisable to make adjustments to an otherwise compliant Entry, Yelp may, in its sole discretion, elect to do so, or it may ask a Participant to do so. If Yelp requests a Participant to make any such adjustments and the Participant chooses not to do so, the Entry is subject to disqualification, in Yelp's sole discretion.

By participating in this Contest and submitting an Entry, Participant irrevocably grants to Yelp and its affiliates, subsidiaries, employees, officers, directors, agents, contractors and assigns (collectively, the "**Yelp Entities**"), to the extent permissible by law, the, royalty free, unconditional and perpetual right to post, display, broadcast, publish, use, adapt, edit, translate, dub and/or modify such Entry in any way, and in any and all media, throughout the world, for any purpose, without limitation, and without notice or consideration to Participant.

Each Participant may submit only one (1) Entry. Each Participant may not register more than one (1) Yelp user account for purposes of entering the Contest more than once, or for any other purpose. If Yelp learns or suspects that a Participant has registered more than one (1) Yelp user account in violation of these Official Rules and Yelp's Terms of Service, Yelp may at its sole discretion disqualify that Participant and their Entry(ies) from winning the Prize.

A Participant's Entry, Yelp page, Yelp profile picture(s) and other content posted on Yelp's websites and applications may not contain material that is inappropriate, obscene, indecent, offensive, violent, racist, hateful, tortious or defamatory, or that defames, misrepresents or disparages Yelp, or contains any other content otherwise prohibited by or contrary to any applicable laws or regulations, as determined by Yelp in its sole discretion.

Contest Entries that are submitted before or after the Contest Term and/or do not adhere to these Official Rules, as determined by Yelp in its sole discretion, will be deemed void and ineligible to receive a Prize.

## **5. Judging Criteria**

Contest Entries that satisfy the Official Rules will be judged by a panel of judges, to be selected by Yelp, using the following qualitative criteria: compelling storytelling, business mission statement, business values and overall appeal of the submission ("**Judging Criteria**").

## **6. Selection, Notification and Announcement of Winner**

Yelp will select ten (10) potential winners ("**Potential Winner**") on or about December 1, 2022 from among the eligible Entries received during the Contest Term using the Judging Criteria above. In the event of a tie, the tie will be broken by Yelp, in its sole discretion, using the Judging Criteria. The Potential Winner and their Entry are subject to verification of eligibility, including compliance with these Official Rules. There will be ten (10) winners of the Contest (each a "**Winner**").

Yelp will make one (1) attempt on or about December 1, 2022 to contact the Potential Winner by sending a Yelp message to Potential Winner's Yelp account or (at its sole discretion) via email to the email address associated with Potential Winner's Yelp account who submitted the entry ("**Notification Message**"). The Potential Winner must respond to the Notification Message, and provide Yelp with the information and documentation requested therein, within forty-eight (48) hours of the time that Yelp sends the Notification Message in order to claim the Prize. If the Potential Winner responds and provides all requested information within such forty-eight (48) hour period, and Yelp verifies that the Potential Winner and their Entry comply with these Official Rules, Yelp will deem the Potential Winner to be a Winner of the Contest. Yelp for Business will announce the Winners of the Contest.

In the event a Potential Winner does not respond to Yelp's Notification Email and/or provide the information and documentation requested by Yelp within such forty-eight (48) hour period, declines a Prize, is not in compliance with these Official Rules, or is otherwise unable to accept a Prize, all of which shall be determined by Yelp in its sole discretion, the Prize will be deemed forfeited in its entirety by that Potential Winner, and Yelp may select an alternate Winner from among the remaining eligible Entries, if time permits.

Any violation of these Official Rules by a Potential Winner, or any behavior by a Potential Winner that, in Yelp's sole discretion, brings or will bring Yelp into disrepute, will result in that Potential Winner being disqualified as a Winner of this Contest, and all privileges of being a Potential Winner will be immediately terminated.

## **7. Contest Prize**

A Winner, once verified, will receive an electronic gift certificate in the amount of ten-thousand dollars (\$10,000 USD). The Winner is solely responsible for making any necessary arrangements to receive and/or accept the Prize. Yelp shall not be responsible or liable for any loss, theft or damage of or to a Prize, or a Winner's inability and/or unavailability to accept or utilize a Prize.

Yelp shall have no obligation beyond providing the Winner with the Prize. If the Winner purchases goods or services, or otherwise incurs costs, fees or liabilities, in excess of the dollar value of the Prize or that cannot be paid using the Prize (e.g., services that are payable only in cash), the Winner shall be solely responsible for paying for any such goods, services, costs, fees and/or liabilities.

All costs and expenses associated with the acceptance and/or use of any Prize (including without limitation federal, state, provincial and local taxes) are the sole responsibility of the Winner. Yelp reserves the right to award a substitute prize of comparable or greater value. The Prize is non-transferable, non-refundable and non-assignable, and must be accepted as awarded, "AS IS", with no warranty, representation or guarantee, express or implied, in fact or in law, made by Yelp, or for which Yelp may be liable.

## **8. Odds of Winning**

The odds of winning the Contest depend on the number of eligible Contest Entries received by Yelp during the Contest Term, and the decisions of Yelp and the judges that it appoints to judge Contest Entries. Yelp reserves the right to choose fewer Winners (including no Winners) than those outlined above at its sole discretion.

## **9. General Contest Terms and Conditions**

- a. Participation. Participants are solely responsible for any materials, equipment and internet access required to participate in the Contest.
- b. Entries; Verification; Participant Cooperation. Participants agree to cooperate with Yelp concerning any verification needed to confirm eligibility with these Official Rules. In the event that Contest verification activity evidences noncompliance with the Official Rules or official Contest communications, as determined in Yelp's sole discretion, Yelp may suspend or terminate a Participant's continuing participation in any aspect of the Contest at any time during or after the Contest. Yelp reserves the right, in its sole discretion, to modify, suspend or cancel the Contest at any time.
- c. Publicity Release. Participants consent to Yelp using their Entry (and any and all materials submitted in connection with the Entry), name, picture, voice and likeness (including any name, picture, voice and likeness that the Winner has submitted to Yelp and/or posted on the Yelp website or Contest website) worldwide in perpetuity, including for the purposes of Contest-related advertising, promotion and publicity, without further compensation, notification or permission, unless prohibited by law.
- d. Tax Consequences. The Winner may be required to complete applicable tax withholding-related documentation and, if necessary, provide proof of foreign status, as beneficiaries of U.S. sourced promotional consideration. Participant's participation in and receipt of benefits (including, without limitation, a Prize) from the Contest may have tax

consequences. Should there be any tax liability for participation in the Contest or the receipt of a Prize, or costs or expenses relating to participation in the Contest or for the use and enjoyment of any Prize, or for any other reason, such taxes and/or expenses are the sole responsibility of the Participant. Yelp will issue Contest-related tax reporting, as may be required by applicable laws and regulations. As a condition of winning the Contest and receipt and use of any Prize, Participants agree to self-report to applicable taxing authorities, as may be required by law.

- e. Data Collection; Communications. All data submitted to Yelp by a Participant, including any personal information contained in Entries shall be deemed collected and stored in the United States in accordance with applicable laws and Yelp's Privacy Policy (available at <https://terms.yelp.com/privacy>). Participants agree that Yelp may contact them, including via email, regarding the Contest and for marketing and promotional purposes.
- f. Rules Amendment and Interpretation. The Contest and its continuing terms and conditions, benefits and participation are offered to Participants at the sole discretion of Yelp. Yelp reserves the right to amend or interpret these Official Rules or any other official Contest communications and any element or elements arising under or relating to the Contest at any time, upon published notice to Participants. A Participant shall be deemed to have notice of any such amendments or interpretations upon publication of the same and shall be deemed to have accepted such amendments or interpretations by virtue of a Participant's continuing participation in the Contest. Should a Participant not wish to continue to participate in the Contest pursuant to the prevailing Official Rules, as amended or interpreted, a Participant may terminate participation in the Contest after providing an Entry by notifying Yelp in writing.
- g. NO WARRANTY, RELEASE OF LIABILITY. YELP AND ITS PARENT COMPANIES, AFFILIATED COMPANIES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY, THE "**RELEASED PARTIES**") EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OR CONDITIONS OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES SHALL ONE OR MORE RELEASED PARTIES BE HELD RESPONSIBLE OR LIABLE FOR A PARTICIPANT'S USE OF THE INFORMATION AND/OR PRODUCTS PROVIDED AND/OR MADE AVAILABLE THROUGH THE CONTEST OR FOR ERRORS OR ANOMALIES RESULTING IN THE UNINTENDED OR ERRONEOUS PARTICIPATION, AWARD OF PRIZES OR OTHER BENEFITS UNDER THE CONTEST TO PARTICIPANTS. RELEASED PARTIES OFFER NO ASSURANCES, GUARANTEES OR WARRANTIES OR CONDITIONS THAT THE CONTEST OR CONTEST WEBSITES WILL BE UNINTERRUPTED OR ERROR-FREE AND DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE CONTEST. RELEASED PARTIES ASSUME NO RESPONSIBILITY FOR ANY COMPUTER-RELATED DAMAGES DUE TO DOWNLOADING MATERIALS. RELEASED PARTIES WILL NOT BE LIABLE, AND ARE NOT RESPONSIBLE, FOR DAMAGES OF ANY KIND RELATED TO A PARTICIPANT'S PARTICIPATION OR INABILITY TO PARTICIPATE IN THE CONTEST, WHETHER THE DAMAGES ARE DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL. FURTHER, BY PARTICIPATING IN THE CONTEST AND/OR ACCEPTING A PRIZE, A PARTICIPANT AGREES THAT RELEASED PARTIES SHALL NOT BE LIABLE FOR, AND WILL BE HELD HARMLESS BY

PARTICIPANT AGAINST, ANY LIABILITY FOR ANY DAMAGE, INJURY OR LOSS TO PERSON (INCLUDING DEATH) OR PROPERTY DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE, PARTICIPATION IN ANY CONTEST AND/OR PRIZE-RELATED ACTIVITY, AND/OR RELEASED PARTIES' USE OF ANY TENDERED ENTRY OR PARTICIPATION IN THIS CONTEST. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; THEREFORE THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY IN ANY SUCH STATES.

- h. Indemnification. Participant agrees to release, defend, indemnify and hold harmless the Released Parties from and against, and accept all responsibility of any kind (including but not limited to financial responsibility) for, any liability, claims, proceedings, fees (including without limitation reasonable attorneys' fees), losses, damages and injuries (including but not limited to death) arising out of or relating to: (i) any actions taken by a Participant, including any Contest submissions, or anyone else using a Participant's email address or otherwise purporting to act on Participant's behalf in regard to the Contest (whether or not such use occurred with or without the Participant's permission); (ii) Participant's breach of or noncompliance with the Official Rules; and (iii) any other matter in connection with a Participant's participation in the Contest, or acceptance, possession, use and/or misuse of a Prize.
- i. Rule Compliance Interpretation; Adjudication and Remedial Process. Yelp reserves the right to make all decisions relating to the Contest and to the interpretation of these Official Rules at its sole discretion, and such decisions by Yelp are final, binding and non-appealable. Participants in the Contest agree that: (i) any and all disputes, claims and/or causes of action arising out of or connected with this Contest, or any benefits received, or the administration of the Contest, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration administered by and in accordance with the then-effective rules of the American Arbitration Association, to take place in the City and County of San Francisco in the State of California; (ii) any and all claims, judgments and awards shall be limited to actual out of pocket costs incurred, including costs associated with participating in the Contest and in no event shall Participant be entitled to receive attorneys' fees or other legal costs; (iii) under no circumstances will a Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out of pocket expenses; and (iv) any and all disputes, claims and causes of action arising out of or relating to the Contest or any Prize awarded must be brought within one (1) year after the occurrence of the event giving rise to such claim; if such a dispute, claim or cause of action is not filed by a Participant within such one (1) year period, the dispute, claim or cause of action shall be permanently barred. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Participant(s) and Yelp in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the United States of America and the State of California, without regard for conflicts of law doctrine of any jurisdiction, and subject to resolution only in the City and County of San Francisco, State of California, United States of America. By entry and participation in the Contest, Participants consent to personal jurisdiction in the City and County of San Francisco, State of California, United States of America, and agree that the City and County of San Francisco, State of California, United States of America will be

the exclusive forum and venue for any dispute resolution. Yelp's failure to exercise or enforce any right or provision under these Official Rules will not constitute a waiver of such right or provision and will not be deemed a waiver of any further rights hereunder.