

LUMINA FOUNDATION

# The Million Dollar Community College Challenge



## OFFICIAL RULES

**Please review these official rules before entering the challenge. No payment, purchase, or prior relationship with Lumina Foundation is necessary to enter or win. Standard internet access charges may apply. Void where prohibited by law.**

Lumina Foundation (also referred to herein as “Sponsor”) is the organizer of the Million Dollar Community College Challenge (the “Challenge”).

**Challenge Description:** The Challenge is a competition open to legally registered Community Colleges in the United States (see “Eligibility,” below). The purpose of the Challenge is to identify community colleges that can clearly articulate a compelling vision for their brand and detail a strategic use of grant funds with a desire to transform marketing efforts to better support the enrollment and retention of students. Funds awarded to award recipients must be utilized to execute the college’s plans in support of marketing and outreach efforts that drive enrollment and support student/ community engagement.

For purposes of this Challenge:

1. “Community College” means any United States-based, public, two-year, non-profit, regionally accredited community college that is not otherwise ineligible to participate (see “Eligibility,” below).
2. “Entry” (or “Entries”) means all submissions, ideas, videos, documents, or other materials submitted to the Sponsor by or on behalf of a valid Entrant (as defined below) in connection with the Challenge; and
3. “Entrant” (or, alternatively, “You”) refers to a Community College that meets the Challenge’s eligibility requirements (as set forth below) and submits a timely, valid, and complete Entry for the Challenge.
4. “Judges” means personnel employed or selected by Sponsor to evaluate and select the Entries that advance to the Semi-Final and Final rounds of the Challenge.

Submission of an Entry constitutes the Entrant's intent and agreement to be bound by the Terms and Conditions of the Challenge and the decisions of the Sponsor, which shall be final and in the Sponsor's sole discretion. If You do not agree with any of these terms, You should not submit an Entry.

## Terms and Conditions

**Term:** The "Challenge Period" begins on or about 12:00pm Eastern Standard Time (EST) on February 9, 2022 ("Start Date") and ends no later than on or about 11:59pm EST on June 10, 2022 ("Deadline"). The Sponsor shall select the official time keeping device for the Challenge and shall have sole and final discretion as to the determination of whether an Entry has been timely received.

**Eligibility:** Only United States-based, public, two-year, non-profit, regionally accredited Community Colleges are eligible to submit Entries. Individuals who submit Entries on behalf of an Entrant must do so as the authorized representative of an otherwise eligible Community College.

Community Colleges affiliated with members of Lumina Foundation's Board of Directors are not eligible to apply. For purposes of these Rules, such "affiliations" include, but are not limited to, employing a Lumina Director, or having a Lumina Director serve in any leadership capacity (including, but not limited to, Trustee).

No current or past working relationship with Sponsor is required or preferred for the

Challenge, and such relationships will not be factored into an Entrant's eligibility or application scoring.

The individual who submits an Entry on behalf of an Entrant ("Person") represents and warrants that:

1. The submitting entity is a valid Entrant;
2. Person is making the submission as an authorized representative of the Entrant, and is submitting the Entry on behalf of such Entrant; and
3. Person has obtained all necessary approvals from the Entrant to enter the Challenge pursuant to these Terms and Conditions, including all employee and corporate permissions to submit any required intellectual property or other information to Sponsor.

If You have any questions about the authority and permissions described herein, You should work directly with the Entrant's management and/or counsel from before submitting any Entry.

Confirmation of eligibility (by means solely determined by the Sponsor) will be required prior to the disbursement of any awards.

**How to Enter:** To enter the Challenge, visit [www.luminafoundation.org/challenge](http://www.luminafoundation.org/challenge) (the "Site") from February 9, 2022 to March 15, 2022. Entrants must accurately and truthfully complete the online registration form, accept these Terms and Conditions, and follow the instructions for submitting an Entry as described below and on the Site.

All Entries must be submitted in the English language, and each Entry must contain a completed Application, which includes a written narrative, letter of support and W-9.

The Challenge consists of two rounds. Entrants invited to the second round (“Finalists”) must submit a video or supplementary files to be eligible for second round.

**NOTE: The challenge does not require that entries disclose ideas, designs, or other intellectual property (“IP”) that are the confidential IP of the entrant. The challenge can not and does not assure that any IP disclosed in the entry application or otherwise in the course of the challenge will be kept confidential or otherwise protected by Lumina Foundation, judges, or audience members, participants or members of the public that may have access to the IP. Entrants should not disclose any IP that your counsel has not assured is protected.**

### **Selection of Finalists; Process for Second Round; Selection of Million Dollar Winner**

1. Finalist Selection: No later than April 27, 2022 ten (10) Finalists will be selected from all eligible Entries. Each Finalist will be notified that its Entry has been selected by email no later than April 27, 2022.
2. Process for Second Round: Each Finalist is required to be available to participate in a 90-minute creative brief and marketing training led by Noetic Consultants by May 6, 2022. Each Finalist

must also submit a video submission (in manner prescribed by Sponsor) by 11:59pm EST June 10th, 2022. If a video is not submitted by the deadline the entry will be disqualified.

3. Selection of Million Dollar Winner: One (1) Million Dollar Winner will be selected by June 22, 2022. The Winner and 9 Finalists will be notified of their status by June 22, 2022.

### **Prizes; Use of Funds**

Subject to these Terms and Conditions, and once confirmed by Sponsor, the Finalists and Million Dollar Winner will receive the following:

- All Finalists receive technical assistance to develop actionable brand-building and marketing strategies.
- One (1) Million Dollar Winner will receive one million dollars in Lumina grant funds to support brand-building and strategic marketing efforts.
- Nine (9) remaining Finalists each will receive \$100,000 in Lumina grant funds to support brand-building and strategic marketing efforts.

All Finalists will be expected to prioritize their brand development and marketing strategies with emphasis on adult learner enrollment and move with urgency to refine planning and scale implementation efforts. Each institution will be expected to actively participate in the technical assistance, use grant funds to help build capacity and scale strategic marketing, brand, outreach and engagement efforts.

Sponsor intends that grant funds be used to further develop colleges' capacity, data systems, sustainable process, policy, workflows, resources, programs, services, external marketing and communication efforts, collateral, events, or technology applications that improve brand development and marketing execution in support of adult student enrollments at the institution. Staffing of marketing and communications related positions is allowable.

A project budget will be required for all college grants, as will mid-year, final grant reports and a final budget report.

### **Prohibited Acts**

Challenge awards may not be used to fund:

- Scholarships, creating scholarship funds, stipends, or other forms of direct financial support to students;
- Lobbying at the local, state, or federal level, or to the general public;
- Attempting to influence legislation, influencing the outcome of any election, or registering voters;
- Faculty or staff salaries (unless those salaries are directly related to performing a marketing or communications job function at the college); or
- General college travel or professional development that is unrelated to this grant.

Finalists and the Million Dollar Winner may not make any announcement of their selection or any grant award without the express consent of Lumina Foundation.

Failure to comply with this policy may void the Entrant's eligibility, application and/or potential grant award, notwithstanding any previous decision to grant an award to the Entrant.

No assignment or transfer is allowed by the winner(s). If a potential winner is unable to participate in or accept the prize or any portion of the prize for any reason, Sponsor shall have no further obligation to such potential winner. Neither Sponsor nor any of its prize suppliers will replace any lost or stolen prizes after being awarded to winners. In no event will Sponsor be responsible for awarding more than the stated number of prizes.

## **Representations and Warranties**

By virtue of the submission made by its authorized representative, each Entrant represents and warrants the following:

1. All registration information is complete, accurate and truthful;
2. The Person submitting an entry is (a) an authorized representative of the Entrant, (b) submitting the Entry on behalf of the Entrant, as an organization, and (c) has obtained all necessary corporate and other approvals from the Entrant, as an organization, to enter the Challenge and submit the Entrant's background information and/or intellectual property, as contemplated under these Terms and Conditions;

3. No other party is entitled to claim royalties from the use of the Entry;
4. Your Entry does not and will not infringe or violate any rights of any third party or entity, including, without limitation Intellectual Property Rights, defamation, privacy, publicity, false light, misappropriation, confidentiality, or any contractual or other rights.
5. Your entire Entry is an original work by You, and You have all the rights, licenses, permissions, and consents necessary to submit the Entry and to grant all the rights that You have granted hereunder; in connection with Your Entry, you may be asked to submit a video presentation. You hereby grant Lumina the right to publicly display the video presentation on its website and other materials of its choosing. In addition, you represent and warrant that have obtained the necessary permissions of all persons appearing in the video and have authorization to use any music or other media featured in order to grant this license to Sponsor;
6. Your Entry does not contain any confidential, proprietary, or trade secret information;
7. You acknowledge and agree that no promise of confidentiality, non-competition or non- disclosure has been or is made by “Lumina Foundation Parties” (as defined in Item 12 below) with respect to the information contained in Your Entry;
8. You further agree, by submitting information for consideration in the Challenge, that any and all such

information may be disclosed to “Lumina Foundation Parties” (as defined in Item 12 below), and may be publicly disclosed, and that any presentations may be open to any interested parties, including the general public, as Sponsor determines in its discretion; in particular and without limitation, except where prohibited by law, you authorize Sponsor to use your name, names and likenesses of your principals, addresses, quotes, voices, and any part of the contents of your Entry Application for educational, editorial, public relations, trade, promotional, and advertising purposes, in all media now known or later discovered, worldwide, in perpetuity, without compensation or other consideration, notice, review or approval;

9. You are solely responsible for compliance with any/all laws, rules, and regulations applicable to participation in the Challenge, any awards the Entrant may receive, and any and all taxes, withholdings or other governmental assessments in any jurisdiction, in or within the United States or elsewhere;
10. Your Entry does not contain content that is inconsistent with the permissible uses outlined by these Terms and Conditions, including, but not limited to, content that is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another’s privacy, vulgar, profane, sexually explicit, obscene, racially, or ethnically offensive or otherwise objectionable;

11. You will not upload, post, or otherwise transmit any Entry or content that contains software viruses, Trojan horses, worms, time bombs, cancelbots or any other computer code or files that are designed to disrupt, damage, or limit the functioning of any software or hardware;
12. By submitting Your Entry Application, You agree that you release, to the fullest extent permitted by applicable law, Lumina Foundation and its affiliates, and its and their respective officers, directors, employees, agents, representatives, Sponsors, Reviewers, all award suppliers, and all other affiliated and non-affiliated third parties who work with Lumina Foundation (the “Lumina Foundation Parties”) from any and all claims, liabilities, actions, demands, causes of action, injuries, damages, losses and expenses (including payment of attorneys’ fees for counsel for Lumina Foundation Parties), of any kind arising from, arising out of, whether directly or indirectly, in whole or in part, or in connection with, relating to, or resulting from Your Participation in the Challenge or acceptance, possession or use of any award from the Challenge,
13. You agree to indemnify, defend at Your expense, and hold harmless the Lumina Foundation Parties, from any such claim by You or any third party arising from or relating to Your participation in the Challenge, including without limitation infringements of copyright or any other intellectual property right, the use or misuse of the award, or participation in any Challenge-related activity;
14. You agree that these Terms and Conditions, and any matter relating in any way to Lumina Foundation or the Challenge shall be governed in all respects by the laws of the State of Indiana without giving effect to its choice of law provisions; You agree that the state and federal courts located within the State of Indiana shall have exclusive jurisdiction and venue over any dispute arising from or relating to Lumina Foundation or the Challenge;
15. Sponsor reserves the right, in its sole discretion, to reject or disqualify any Entry Application, to verify any element of any Entry Application or related materials, and to disqualify any Entrant whose participation may subject the Challenge, Lumina Foundation, Judges or any of their respective partners, clients, or customers to controversy, negative publicity, scorn, and/or ridicule; and
16. Sponsor assumes no responsibility for lost, misdirected, damaged, incomplete, incorrect, altered, or illegible Entries.
17. Your Entry acknowledges that You (and your organization) understand and agree to the terms of the Privacy Policy applicable to the Site, which may be found at: <https://www.luminafoundation.org/index/privacy-policy/>.