



The Developing Dreams Award (the “Contest”) is a contest where nonprofit organizations and individuals in Southern Nevada are invited to submit their proposed construction (new building, renovation, addition) project intended for positive community change. The contest Winner will receive services from Grand Canyon Development Partners, including project estimation and general contracting services as described in greater detail below.

### **Binding Agreement:**

In order to enter the Contest, you must agree to these Official Rules (“Rules”). Therefore, please read these Rules prior to entry to ensure you understand and agree. You agree that submission of an entry in the Contest constitutes agreement to these Rules. You may not submit an entry to the Contest and are not eligible to receive the prizes described in these Rules unless you agree to these Rules. These Rules form a binding legal agreement between you and Grand Canyon Development Partners with respect to the Contest. All decisions regarding the contest will be made by Grand Canyon Development Partners in its sole discretion, and are final.

### **Eligibility:**

- 1. Must be a Nonprofit pursuant to 501(c)3 with a physical location.**  
For the purposes of these Official Rules, a “Nonprofit” is any entity that is (a) an officially recognized organization or a registered charity within Clark County; and (b) has a proposed construction project. The proposed projects will be evaluated by criteria (outlined below) and finalists will be chosen.
- 2. Organization must be in and serve the people of Southern Nevada.**

Not valid where prohibited. Employees, officers or directors of Grand Canyon Development Partners are not eligible to compete.

### **Restrictions:**

- 1. Project estimated duration should not exceed one calendar year.**
- 2. Project must be funded and/or Non-profit should have a solid plan for obtaining funding.**

## **Award:**

Judges will select finalists based on the rubric below, with emphasis placed on the impact the project will have on the Southern Nevada Community. A “Finalist” is an entry to the contest that is selected to advance to panel interviews for the chance to win the contest. Finalists are selected by a team of curators (the “Judges”) comprised of non-profit professionals and principals from among Grand Canyon Development Partners. Winners will be chosen by the Judges. The prize will be awarded to participant(s) with the highest score. The ultimate winner will be chosen through a judge panel voting based upon responses to the following questions:

- Does the project proposal content make a compelling case that it will make a difference towards a nonprofit organization's mission?
- Does the project proposal content make a compelling case that it will address and meet the needs of the community?
- Is this project and the proposed timeline reasonable according to average construction development?

In the event a potential Winner is disqualified for any reason, the organization that received the next highest total score will be chosen as the potential Winner. Grand Canyon Development Partners may, in their sole discretion, contact any or all of the potential Winners via the email addresses listed in the Contest Entry Form, in order to confirm the eligibility of those potential Winners and compliance with the Official Rules.

Grand Canyon Development Partners will decide the winner based on their scoring in the judge panel vote. At the discretion of Grand Canyon Development Partners, all winners are subject to verification, including without limitation, verification of eligibility, compliance with these Official Rules and completion of all required documents (described below). Entrants agree that Grand Canyon Development Partners have the sole right to decide all matters and disputes arising from this Contest and that all decisions of Grand Canyon Development Partners are final and binding.

## **Prizes:**

Grand Canyon Development Partners will award a maximum of one year of construction development management services.

## **Terms and Conditions:**

To Enter the Contest:

The timeframe to submit entries (“Submission Period”) is 45 calendar days. You must submit your Nomination Form and any site plans or renderings by mail or hand-delivery to the Ferraro Group Office.

Winners must execute final releases which confirm that they are eligible to receive prizes based on the above rules. Failure to respond to requests for releases from Grand Canyon Development Partners will void the award, and the prize may then be awarded to another entrant.

#### Enforceability:

If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

#### Release:

By receipt of any prize, winners agree to release, hold harmless, defend, and indemnify Grand Canyon Development Partners, Inc. and their respective 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, Grand Canyon Development Partners) 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.

#### Limitations of Liability:

Grand Canyon Development Partners are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, 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) typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions or votes or the tabulating of votes, 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). Grand Canyon Development Partners 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. Grand Canyon Development Partners are not responsible for any unauthorized third party use of any Submission.

#### Insurance:

The Winner must have Commercial General Liability Insurance with minimum limits of \$1,000,000.00. A Certificate of Insurance must be produced upon the request of Grand Canyon Development Partners. In the event of selection at the Award recipient, the Finalist must agree to name Grand Canyon Development Partners as an additional insured. The Finalists insurance shall be primary with respect to Grand Canyon Development Partners and that any other insurance maintained by Grand Canyon Development Partners is excess and noncontributing with such insurance.

#### **Additional Conditions and Terms:**

(A) All taxes are the responsibility of the winners.

(B) You agree to comply with all government laws and regulations.

(C) ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, GRAND CANYON DEVELOPMENT PARTNERS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

(D) Grand Canyon Development Partners are not responsible for errors of any kind, technical hardware or software failures of any kind, including any injury or damage to any person's computer, related to or resulting from participating in or experiencing any materials in connection with the promotion, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit your ability to participate in the promotion.

(E) Grand Canyon Development Partners reserve the right to cancel or modify the contest if fraud, misconduct or technical failures harm the integrity of the program; or if a computer virus, bug, or other technical problem corrupts the administration or security of the program as determined by Grand Canyon Development Partners, in their sole discretion. In the event of termination, a notice will be posted online. If insufficient entries are received, or if no entry

submitted meets minimum reasonable criteria for a prize, at Grand Canyon Development Partners sole and final discretion, a Grand Prize winner may not be selected. If at least one qualifying entry is made, at least one finalist award will be made.

(F) Proof of submitting entries or responses to inquiries will not be deemed to be proof of receipt by Grand Canyon Development Partners. Only receipt of an e-mail from The Ferraro Group acknowledging an entry or communication will be considered proof of submission.

(G) Any use of robotic, automatic, programmed or like methods of participation will void all such submissions by the entrant.

(H) Grand Canyon Development Partners reserves the right to prohibit the participation of an individual if fraud or tampering is suspected or if the account holder fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.

(I) Once submitted, an entry is final and may not be altered or edited further. Duplicate entries will disqualify all such entries.

(J) No submissions will be returned.

(K) Grand Canyon Development Partners may use any and all information obtained from entrants for its internal activities, including contacting an entrant. Grand Canyon Development Partners may share this information with others, but will not sell this information to others.

(L) This Contest is governed by the laws of the State of Nevada. All claims relating in any manner to this contest or to any submission must be resolved in the federal or state courts of Nevada, United States. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of participants and Grand Canyon Development Partners in connection with the contest, shall be governed by and construed in accordance with the laws of the State of Nevada, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Nevada. In the event any dispute arises between Grand Canyon Development Partners and the Finalist, the parties agree to enter binding arbitration regarding the terms and conditions of these rules or any of the services offered. The arbitrator must be selected from a list of neutrals from JAMS, located at 3800 Howard Hughes Parkway, 11<sup>th</sup> Floor, Las Vegas, NV 89169.

(M) Grand Canyon Development Partners are not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Website. Use of Website is at user's own risk.

(N) The odds of winning will be determined by the number of entries.

(O) Project may be executed and submitted by an individual or a group – for communications purposes, please identify one person as the team representative and note on the entry form.

***NO PURCHASE, OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST.***

***ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.***