

These official contest rules govern The Mentoring for Racial Equity Grant Program (the "Contest"). In these rules, "we," "our," "us", and "Chronus" refer to Chronus LLC as the sponsor of this Contest. "You" or "Entrant" refers to an eligible Contest entrant.

WHAT ARE THE START AND END DATES? This Contest starts at 8:00 a.m. Pacific Time (PT) on July 29, 2022, and ends at 5:00 p.m. PT on September 2, 2022 ("Entry Period"). Entries must be received within the Entry Period to be eligible. Judging will occur after the Entry Period and winners will be notified on October 28, 2022 via the email address provided in your Contest entry, and later announced at <https://chronus.com/about-us/newsroom>. Following the public announcement of the Contest winner, you can also send us an email at moreinfo@chronus.com requesting the results of the Contest.

ELIGIBILITY. All Contest applications must be submitted by an eligible Entrant on behalf of an eligible organization ("Organization").

In order to be an eligible Organization, your organization must be located within the 50 United States, the District of Columbia, or a US territory, a registered tax-exempt non-profit organization under the applicable laws of the United States and may not be an existing customer, contractor or vendor of Chronus LLC. **Limit one entry per Organization.**

You are an eligible entrant to submit an application on behalf of your eligible Organization if you meet all of the following requirements: you are a legal resident of the 50 United States, the District of Columbia, or a US territory; you are 18 years of age or older, except where applicable law requires that you must be older in order to lawfully submit an application in connection with the Contest, in which case you must be such older age; you are NOT an employee of Chronus LLC or an immediate family (parent, sibling, spouse/domestic partner, child) or household member of a Chronus employee; and you are NOT involved in any part of the administration and execution of this Contest. Limit one entry per Entrant. This Contest is void outside of the geographic area described above and wherever else prohibited by law.

HOW DO I ENTER? Entrants must apply for the Contest via the Contest entry form located on the [Contest Website](#) within the Entry Period. We are not responsible for entries that we do not receive for any reason, or for entries that we receive but are not decipherable for any reason. We will automatically disqualify (i) any incomplete or illegible entry; (ii) any entries that do not meet the entrant criteria; and (iii) any entries that we receive that are in excess of the Contest entry limit.

JUDGING CRITERIA. Eligible submissions will be evaluated by a panel of judges selected by us (collectively, "Judges"). Judges may include Chronus employees and may change before, or after the Entry Period. Judges will score eligible submissions using the following criteria (i) impact (positive impact on the Black community, Indigenous community and/or other communities of color; likelihood to positively impact racial equity and/or justice in society) (60%); (ii) infrastructure (strength, background and commitment of the team that will be running a mentoring program utilizing Chronus software; a well-structured plan for how to utilize mentoring to impact racial equity and/or justice) (30%); and timing (ability to integrate Chronus in existing program or launch new program within year 1 of the contract term) (10%). Each criteria will be weighted as set forth above and evaluated on a scale from 1 (no impact, no infrastructure, no ability to launch within the first year, etc.) to 5 (high impact, best possible infrastructure, can launch quickly, etc.). The eligible submissions with the highest cumulative scores will become the presumptive winners of the Contest. In the event two or more eligible submissions receive tying scores, the panel of Judges will vote on the tied eligible submissions to determine the winner.

WINNER CONDITIONS. The Winner must use the Cash Award to assist in implementing and facilitating the Mentoring Program using the Software. The Winner must launch the Mentoring Program within one year of receiving the grant as a condition to the Winner's continued access to the Software and Services during the second and third annual periods during the Contract Term. If the Winner does not launch the Mentoring Program within one year of receiving the Grant, Chronus may, in its sole and absolute discretion, terminate the Winner's access to the Software and Services without liability to Winner beginning on the date that is 366 calendar days after the date of receipt of the Grant.

If you or your Organization is the presumptive winner of this Contest,

you or a duly authorized representative of your Organization will be required to complete the following steps in order to confirm you or your Organization as the Winner of the Contest and obtain the Prizes (defined below):

1. You or a duly authorized representative of your Organization must sign and return to us an affidavit of eligibility.
2. You or a duly authorized representative of your Organization must sign and return to us a written acknowledgement that (a) you or your Organization must launch the Mentoring Program (defined below) within one year of receiving the Grant (defined below) and (b) if you or your Organization (as applicable) do not launch the Mentoring Program within one year of receiving the Grant, Chronus may, in its sole and absolute discretion, terminate your access (or your Organization's access) to the Software and Services without liability beginning on the date that is 366 calendar days after the receipt of the Grant.
3. You or a duly authorized representative of your Organization must agree to and sign the applicable terms and conditions governing the use of the Software and Services.

You are advised to seek independent counsel regarding these documents and the tax implications of accepting the Prizes. If you do not complete the required documents as instructed and/or return the required documents within the time period listed on the winner notification message, we may disqualify you and select an alternate winner. At Chronus' sole discretion, the Contest winner may be invited to participate in a case study featuring their organization and use of the Prizes. Participation in a case study is not mandatory.

CONTEST PRIZES. The Winner will receive a grant comprising (1) access to Chronus' mentoring software (the "Software") and basic customer success services (the "Services") for up to three (3) years (the "Contract Term") at no cost to the Winner in order to establish and maintain a mentoring program supporting up to a maximum of 500 program participants concurrently (the "Mentoring Program") and (2) a one-time cash contribution in the amount of \$7,500 (the "Cash Award") (collectively, the "Prizes").

Chronus' Services include program implementation and configuration, program administrator onboarding, testing, and access to continued guidance and support for the Contract Term (subject to Chronus' right to terminate under the "Winner Conditions" section of these Official Rules), including a named Customer Success Specialist, our 24x5 Help Desk, and the Chronus Help Center.

The Prizes are collectively worth an estimated retail value of \$82,500. Prizes are subject to product and services terms and conditions. If you accept the Prizes, you will be solely responsible for (1) characterizing and reporting Chronus' contributions of the Prizes to your Organization as required by applicable laws and regulations and (2) all applicable federal, state, and local taxes related to accepting the Prizes. You may not exchange your Prize for cash or any other merchandise or services. However, if for any reason an advertised Prize is unavailable, we reserve the right to substitute a Prize of equal or greater value. You may not designate someone else as the winner. If you are ineligible, unable or unwilling to accept the Prizes, we will award it to an alternate winner.

PRIVACY. Information submitted with your Application is subject to our [Privacy Policy](#).

ADDITIONAL CONDITIONS. This Contest will be governed by the laws of the State of Washington, and you consent to the exclusive jurisdiction and venue of the courts of the State of Washington for any disputes arising out of this Contest. By entering this Contest, you agree (i) to abide by these Official Rules; (ii) to release and hold harmless Chronus, and each of their respective parents, subsidiaries, affiliates, employees and agents from any and all liability or any injury, loss or damage of any kind arising from or in connection with this Contest, your application there to or any of the Contest Prizes; (iii) that Chronus' decisions will be final and binding on all matters related to this Contest; (iv) that by accepting a Prize, Chronus may make use of your Organization's name online and in print, or in any other media, in connection with this Contest, without payment or compensation to you, except where prohibited by law. You expressly acknowledge and agree that any continued access to the Software and/or Services after the Contract Term shall be subject to your payment of then-current fees for the Software and Services. We reserve the right to cancel, change or suspend this Contest in our sole discretion.