

The Google “Small Business” Sweepstakes
Sponsored by Google LLC
Official Rules - USA

NO PURCHASE, PAYMENT OR TRANSACTION NECESSARY TO ENTER OR WIN. A PURCHASE, PAYMENT OR TRANSACTION OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THE FOLLOWING SWEEPSTAKES IS OPEN TO LEGAL RESIDENTS OF THE UNITED STATES AND THE DISTRICT OF COLUMBIA (EXCLUDING PUERTO RICO, GUAM, THE US VIRGIN ISLANDS AND OTHER UNITED STATES OVERSEAS TERRITORIES AND MILITARY INSTITUTIONS), WHO MEET THE ELIGIBILITY REQUIREMENTS (AS DEFINED BY THE RULES BELOW). VOID WHEREVER PROHIBITED OR RESTRICTED BY LAW. THE SUBMISSION OF AN ENTRY IN THIS SWEEPSTAKES CONSTITUTES UNCONDITIONAL ACCEPTANCE OF THESE OFFICIAL RULES AND THE INTENT TO BE LEGALLY BOUND HEREBY.

ENTRY PERIOD

The Google “Small Business” Sweepstakes (the “**Sweepstakes**”) is sponsored by Google LLC (the “**Sponsor**”) and will be construed according to U.S. law. The Sponsor is the sole determiner of Sweepstakes compliance. The Sweepstakes is scheduled to begin on **June 27, 2022** at 9:00 AM Eastern Standard Time (“EST”) and end on **July 5, 2022** at 11:59 PM EST (the “**Entry Period**”). Sponsor’s computer, or that of its designee, runs the official clock for the Sweepstakes and will solely determine the time by which an entry is received. Entry into the Sweepstakes does not constitute entry into any other sweepstakes administered by the Sponsor. These official rules are available online at: <https://goo.gle/ISBWterms>.

ELIGIBILITY

The Sweepstakes is open to legal residents of the United States and the District of Columbia who are eighteen (18) years of age or older as of June 27, 2022 (herein known as a “**Participant**”, “**Entrant**”, “**Nominator**”). Void in Puerto Rico, Guam, the US Virgin Islands and other United States overseas territories, military institutions and wherever prohibited by law. The following are not eligible to enter, participate or win this Sweepstakes: (i) employee, officers, and directors of the Sponsor (including small businesses that are owned by a Google employee or employ Google employees), and each of their respective parent companies, affiliated companies, subsidiaries, distributors, retailers, printers, prize providers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this Sweepstakes (collectively the “**Released Parties**”) (ii) the members of the immediate families or households of any of the above, whether or not related, (“**Immediate family members**”); and “Immediate family members” includes, for purposes of this Sweepstakes, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grandchildren (including step-grandchildren) and each of their respective spouses. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void where prohibited or restricted by law. Entrants who are minors (under the age of 18 in all States (except in AL, NE under 19 and MS under 21) must have permission of their parent/legal guardian to participate in the Promotion. Sponsor reserves the right to request proof of parent/legal guardian permission, at their sole discretion, prior to prize award. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to verify the eligibility of the winner.

The Nominator will nominate a Small Business who employs (full or part time) less than twenty five (25) employees (the “**Nominee**” and “**Eligible Business**”). The Nominator must have authorization by the owner of the Eligible Business to submit the Entry. Such authorization must include the Eligible Business’ agreement to be bound by all of the terms and conditions of these Official Rules. Note: if the Eligible Business is owned by more than one (1) person, all owners agree to allow the Nominee to represent the business and acknowledges the prize will be redeemed in the name of the Eligible Business.

Persons who as of the date of entry (and, if a winner, as of the date of prize fulfillment) are employees of any Sponsor or any of Sponsor's parent companies, subsidiaries, affiliates or advertising or promotion agencies, and members of the immediate family or household (whether or not related) of any such employee, are not eligible. For purposes of this Contest, "**immediate family members**" means parents, spouses, children, siblings, in-laws, grandmothers, or grandfathers. Eligibility determinations will be made by Sponsor, in its discretion, and will be final and binding.

AGREEMENT TO THE OFFICIAL RULES

By participating in this Sweepstakes, Nominators and Nominees and any other person submitting an entry, whether eligible or not, fully and unconditionally accepts and agrees to comply with and abide by these Official Rules and all decisions of the Sponsor, which shall be final and binding. Each Participant understands that they are providing their information to the Sponsor and not to any social media organization through which this Sweepstakes may be advertised. The information provided will be used in accordance with the Sponsor's Privacy Policy (available at www.policies.google.com/privacy). The Official Rules prevail should there be any conflict or uncertainty relating to the Sweepstakes, based on promotional materials and information or advice provided by any of the Released Parties.

HOW TO ENTER There is no purchase, transaction or payment necessary to enter. There is one (1) method of entry, as further detailed below:

Eligible Nominators register online at g.co/smallbiz/heroes by providing the following:

Nominator:

- First name
- Last name
- Email
- Contact number (optional)

Nominee:

- Name of business
- Small business website (if available)

ENTRY LIMITATIONS

There is no limit to the number of entries submitted, however, each Nomination must be for a different Nominee. Maximum of one (1) prize per entrant. No mechanically reproduced or automated entries permitted. Use of any automated system to participate is prohibited and will result in disqualification and all such entries will be deemed void. Incomplete registrations will be disqualified.

Sponsor is not responsible for entries that are lost, late, misdirected, illegible, incomplete, invalid, unintelligible, damaged, or for entries submitted in a manner that is not expressly allowed under these rules, or for any entry not submitted or received or lost due to any technical error or failure, human or programming error, unauthorized human intervention, inaccurate capture or mis-entry of any required information, or the failure to capture any such information or effects of hackers or failure of any electronic equipment, computer transmissions and/or network connections or for problems of any kind, whether mechanical, human or electronic; all of which will be disqualified. All Entries become the sole property of the Sponsor and will not be returned.

PRIZE DRAWING, ODDS OF WINNING, NOTIFICATION AND PRIZE DESCRIPTION

Prize Drawing: On or about **July 7, 2022**, a random drawing will be conducted from among all eligible Entries received to determine ten (10) Potential Winners (a “**Potential Winner**”). Potential Winners shall be selected under the supervision of the Sponsor, whose decisions are final and binding in all matters relating to this Sweepstakes.

Odds of Winning: The odds of winning a Prize is dependent upon the total number of eligible Entries received during the Entry Period.

EACH POTENTIAL WINNER IS SUBJECT TO VERIFICATION AND DUE DILIGENCE BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT’S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. IN THE EVENT THE POTENTIAL WINNER SELECTED IS AN ELIGIBLE MINOR IN THEIR JURISDICTION OF RESIDENCE, PRIZE MUST BE CLAIMED BY A PARENT OR LEGAL GUARDIAN OF SUCH MINOR, WHO WILL THEN BE RESPONSIBLE FOR THE PRIZE ACCEPTANCE PROCEDURE AS SET FORTH HEREIN.

Notification: The Potential Winners will be notified by the supplied email on/or about July 11, 2022 by the Sponsor or their designee. The Potential Winner must respond to claim the prize, within twenty-four (24) hours from the date/time the notification is sent by the Sponsor or their designee. Failure to respond to the email within that 24-hour period will result in immediate disqualification of the selected Participant and a new potential winner will be selected, time permitting. The Sponsor is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify a Potential Winner. Sponsor shall have no obligation to make more than one (1) attempt to notify a Potential Winner. **Potential Winner and their Nominee will be required to sign and properly execute the following documents and return them via e-mail or fax (and subsequently by mail per instructions to be provided) by date indicated in email notification**: Nominator: (1) an Affidavit of Eligibility/Publicity Release; (2) a W9 Form. Nominee: (1) an Affidavit of Eligibility/Publicity Release on behalf of the Small Business. If any documents sent by any means to a Potential Winner/Nominee are returned as undeliverable or if a Potential Winner/Nominee fails to properly execute and return all documents required herein in the time noted, or if a Potential Winner/Nominee is found not to be eligible or not in compliance with these Official Rules, the Potential Winner/Nominee will be disqualified and, at the sole discretion of the Sponsor, an alternate will be notified, time permitting. All Winners are considered “Potential” pending submission of required documents and verification of eligibility and compliance with these Official Rules. Both Nominators/Nominees must accept and abide by these official rules and meet all requirements to be confirmed as Winners.

Prize Description: Ten (10) Winners will each receive the following Prize:

- Nominator will receive a prize of \$500usd (fulfilled in the form of a check) and the Small Business will receive a prize of \$10,000usd fulfilled in the form of check in the name of the Business.

Estimated value of each prize: \$10,500. Total estimated value of all prizes: \$105,000usd

PRIZE REQUIREMENTS AND RESTRICTIONS: Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of a prize that is not specifically stated herein are the sole responsibility of the Winner. Sponsor shall have no further obligations to the winner after prize is awarded. Winner is advised to seek independent counsel regarding the tax implications of accepting a prize. Sponsor will not replace any lost or stolen prize.

Sponsor and/or their designee is not required to enter into any correspondence, including, email, with non-winning entrants.

BY ENTERING, PARTICIPANTS ACKNOWLEDGE THAT THE SPONSOR AND OTHER RELEASED ENTITIES AND INDIVIDUALS HAVE NEITHER MADE, NOR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE PRIZE OFFERED.

PRIVACY By entering the Sweepstakes, Nominators and Nominees grant the Released Parties permission to use personal information in accordance with Sponsor's privacy policy located at www.policies.google.com/privacy for Google LLC. By participating in the Sweepstakes, Participants hereby acknowledge that they have read and accepted Sponsor's privacy policy and that Information collected from Participants (such as name, postal address and email address) may be used by Sponsor and its vendors (including Marden-Kane, Inc.) in connection with determining and notifying the Winner. Such information will not be re-used, sold or shared in any manner by Sponsor for unrelated purposes unless Participant has opted-in to receive additional information and marketing or promotional material from Sponsor or a third party. By accepting a prize, Winners grant permission for the Sponsor to edit and use his/her name and likeness for advertising and publicity purposes worldwide and in all forms of media now known or hereafter devised in perpetuity without further compensation or authorization, unless prohibited by law.

Disputes: THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF California, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, entrant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Santa Clara County, California having jurisdiction. Further, in any such dispute, under no circumstances shall entrant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than entrant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes). Entrant further waives all rights to have damages multiplied or increased.

ADDITIONAL RULES & RESTRICTIONS

All Participants and their legally defined heirs, executors, administrators and successors (individually and collectively, the "**Releasing Parties**"), as a condition of participation in this Sweepstakes, agree to unconditionally and irrevocably here on out release, discharge, hold harmless and defend the Sponsor, and the Released Parties, from any liability, claims, litigation, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), illness, damages, losses or expenses arising out of or relating to Participant's participation in this Sweepstakes, or the acceptance, possession or use/misuse of any prize, or participation in prize-related activities.

By participating in this Sweepstakes, Releasing Parties further agree to abide by and be bound wholly by the Official Rules and waive any right to claim any ambiguity or error therein or in this Sweepstakes itself, and to be bound by the decisions of the Sponsor, which shall be final in all matters relating to this Sweepstakes. In the event a Participant wins a prize and is later found to be in violation of these rules he or she will be required to forfeit the prize or to reimburse Sponsor for the stated value of the Prize if such violation is discovered after Winner has used the Prize.

Sponsor shall not be liable to Winner or any other person for failure to supply the Prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor

or material shortage, transportation interruption of any kind, or any other cause beyond Sponsor's sole control.

Released Parties are not responsible for, and each Participant hereby releases any claims and all liability for (i) the inability of a Participant to complete or continue an entry due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Released Parties control, (ii) any technical difficulties or transmission errors; (iii) any delays, mis-delivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method; (iv) mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online Participant's ability to participate in this Sweepstakes; (v) any injury or damage to Participant's or any other person's computer or mobile phone related to or resulting from participating in or downloading any information necessary to participate in the Sweepstakes; and (vi) other errors of any kind, whether computer, technical, typographical, printing, human or otherwise, relating to or in connection with this Sweepstakes, including, without limitations, errors which may occur in connection with the printing or advertising of this Sweepstakes, administration or execution of The Sweepstakes, the processing of entries or in the announcement of the Winner. Sponsor in their sole discretion, reserve the right to disqualify any person tampering with the entry process or the operation of the Sweepstakes Website.

NOTWITHSTANDING ANY PROVISION OF THESE OFFICIAL RULES TO THE CONTRARY AND TO THE FULLEST EXTENT PERMISSIBLE BY LAW, UNDER NO CIRCUMSTANCES SHALL SPONSOR OR ANY RELEASED PARTIES' LIABILITY TO PARTICIPANTS EXCEED \$1.00. IN NO EVENT SHALL SPONSOR OR ANY RELEASED PARTIES' BE LIABLE TO ANY PARTICIPANT FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY. EACH OF THE LIMITATIONS SET FORTH IN THIS PARAGRAPH SHALL APPLY EVEN IF SPONSOR HAVE BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVE THE RIGHT TO DISQUALIFY AND SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

DISQUALIFICATION / SWEEPSTAKES CANCELATION

Sponsor reserves the right to cancel, modify or terminate the Sweepstakes if fraud, misconduct or technical failures destroy or threaten the integrity of this portion of the Sweepstakes, in the opinion of the Sponsor, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Sweepstakes as determined by Sponsor, in their sole discretion. In the event of early termination of the Sweepstakes, Sponsor reserves the right to determine a potential Winner from among all eligible, non-suspect Entries received as of the time/date of such termination.

If due to circumstances beyond the control of the Sponsor, any event associated with this Sweepstakes that may impede awarding of the prize (in part/whole), the Sponsor reserves the right, but not the obligation, to cancel or modify the Sweepstakes and shall not be required to award a substitute prize (in part/whole).

WHO WON?

The Winner's list will be available on or about July 15, 2022 pending confirmation of Winners. To obtain a copy of the Winner's list (once Winners have been verified), send an email to

winnerslist@mkpromosource.com and include in the subject line, Google Small Business Winner's list. All requests must be received by August 31, 2022. Requests for confirmation of receipt of winner's list requests will not be acknowledged. Proof of submission does not constitute proof of delivery.

SPONSOR: The Contest is sponsored by Google LLC ("**Google**"), a Delaware corporation with principal place of business at 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA.

©Copyright 2022 Marden-Kane Inc. All rights reserved. Participants are hereby authorized to copy these Official Rules on the condition that it will be for the participant's personal use only.