

Intuit QuickBooks Grant Program Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Intuit QuickBooks® Grant Program (the “Contest”) is open only to small businesses (“Business” is defined below) that are located in and operate in the fifty (50) United States (including the District of Columbia). An owner of the Business (“Business Owner”) may enter on behalf of the Business so long as the Business Owner (defined as an individual who founded the Business or has a financial stake in the Business and also referred to herein as “you”) is at least eighteen (18) years old (or the age of majority in their state of residence); the Business, however, is the entrant.

An eligible Business must:

- (a) have been established for at least one (1) year at the time of entry
- (b) have no more than 99 (ninety-nine) W-2 employees, including Business Owner(s) as of the date of entry into the Contest;
- (c) be currently active and lawful, including but not limited to having all required licenses and registrations; and
- (d) Cannot be a prior winner of an Intuit contest or sweepstakes in the past 2 years.

Businesses that are owned fully or in part by employees of Intuit Inc., Dentsu Inc, Merkle Inc, their promotional agencies, and any of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible to participate or win. The following individuals are also not eligible to enter as a Business Owner or win a prize: (i) any officer or employee of a government or any department, agency, or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization, or institution in any jurisdiction; and (ii) any person or entity (a) appearing on any sanctions lists maintained by the US, Canada, the United Kingdom, Australia and or other applicable jurisdictions prohibiting transactions with certain entities, people and jurisdictions; (b) doing business in jurisdictions comprehensively sanctioned by the US, Canada, the United Kingdom, and Australia; and/or (c) who is a military end user as defined in 15 C.F.R. § 744. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited or restricted by law.

2. Sponsor: Intuit Inc., 2535 Garcia Avenue, Mountain View, CA 94043. **Administrator:** Merkle Inc., 3000 Town Center, Floor 21, Southfield, MI 48075.

3. Agreement to Official Rules: Participation in this Contest constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s and Administrator’s decisions, which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein including consent to a confidential background check to confirm eligibility and compliance with these Official Rules of the potentially winning Business and the Business Owner who entered on its behalf. ***Due to the nature of the prize offered, if a background check reveals that a potential winning Business or its Business Owner who entered has engaged in conduct that could damage the reputation of Sponsor or any of the Released Parties, as determined by Sponsor in its discretion, the potential winning Business may be disqualified.***

4. Timing: The Contest begins on May 28 at 12:00 a.m. Pacific Time (“PT”) and ends on June 30, 2024 at 11:59 p.m. PT (the “Contest Period”). Administrator’s computer is the official time-keeping device for the Contest. Entries must be received by 11:59 pm. PT on June 30, 2024.

5. How to Enter: During the Contest Period, an eligible Business Owner can visit <https://quickbooks.promo.eprize.com/smallbusinessgrants/> and follow the links and instructions to complete and submit the registration form, including their first and last name, valid company email address, name of the business, ZIP code of the headquarters for the Business and other information about the Business. Then, the Business Owner will follow the directions to draft and submit an essay (no longer than

250 words) that describes your business story, including the product or service that you offer and why you believe your product/service is exceptional, how you have responded to challenges, how your Business strengthens your community, and the impact that winning the QuickBooks Grant package will have on your business in the next 12 months (herein your "Submission"). Your Submission need not include any reference, positive or negative, to Sponsor's products or services. Including a reference of Sponsor's products/services in your Contest Submission will not improve your chances of winning. By uploading your Submission, you agree that it conforms to the content restrictions listed below and that Sponsor, in its sole discretion, may disqualify you if it believes that it fails to conform. If your Submission meets all requirements, your Submission will be deemed one (1) Contest entry for your Business.

Content Restrictions:

- The Submission must be in English;
- The Submission must be no longer than 250 words;
- The Submission must be your original work;
- If the Submission includes references to Sponsor's products, they must be based on Entrant's honest opinion and personal experience and must not convey any claims of Sponsor's products or services that would be deemed unsubstantiated, misleading or deceptive if made by Sponsor;
- The Submission must not promote illegal activities of any kind;
- The Submission must not inappropriately disparage Sponsor, or any other person or party;
- Submission must not promote or reference alcohol, illegal drugs, marijuana, tobacco, or any activities that are or appear to be dangerous, or any political agenda;
- The Submission must not contain confidential information;
- The Submission must not violate any rule or policy of the Business;
- The Submission must not contain material that is inappropriate, offensive, indecent, obscene, sexually explicit, tortious, defamatory, disparaging, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and
- The Submission must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Submission is created.

Entrant acknowledges and agrees that Sponsor may at any time request documentation from entrant confirming their participation in the Contest does not violate any rule or policy of the Business, and at any time may inform entrant's Business of their participation in the Contest. If an entrant is not able to provide such documentation to Sponsor within five (5) business days, Sponsor may disqualify entrant and the corresponding Business from eligibility to participate in the Contest.

Limit: Each Business can enter one (1) time during the Contest Period. Submissions received from any Business in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. Electronically reproduced, mechanically reproduced, illegible, incomplete, or inaccurate Entries are void. Any attempt by any Business to obtain more than one (1) entry by using multiple/different identities, registrations and logins, or any other methods will void that Business's entries and that entrant may be disqualified. In the event of a dispute as to the identity of the individual who entered or the Business, Sponsor and Administrator will rely on the information submitted by the individual who registered. If any additional information provided by this individual is inconsistent with the information provided at registration for this Contest, Sponsor and/or Administrator may disqualify the Business and such disqualification may result in the forfeiture of any prizes won. Sponsor, in its discretion, may require additional documentation from the Business.

6. Sponsor's Use of Submissions: Submitting a Submission constitutes Business's consent to give Sponsor and its agents a royalty-free, irrevocable, perpetual, sub-licensable, non-exclusive absolute right and license to use, edit, cut, rearrange, translate, add to, delete from, reproduce, modify, publish, create derivative works from, reuse, adapt, exploit the content of and elements embodied in the Submission, and display such Submission in whole or in part, on a worldwide basis, and to incorporate it into other works and combine with other material, in any form, in any and all media or technology (including but not limited to paper format, digital and electronic media, computer, audio and audiovisual media) whether now known or later developed, in any language throughout the world, and in any manner for trade, advertising,

commercial promotional, marketing or any other purposes without further review, notice, approval, consideration or compensation. If requested, Business will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

7. Winner Determination: After the conclusion of the Contest Period, a panel of qualified judges determined by Sponsor in its sole discretion will select the twenty (20) Businesses who submitted the highest-scoring Submissions from among all eligible Submissions based on the following judging criteria.

Criterion	Detail	Weight
Compelling Impact	The essay clearly articulates a compelling case that winning the grant funds will have a substantial impact on the business in the next 12 months.	30%
Courage	The Business has demonstrated how they have responded to challenges with grit and perseverance.	30%
Customer Obsession	The Business has demonstrated that they deliver an unrivaled customer benefit and sweat every detail to provide an excellent product/service/result.	30%
Stronger Together	The Business has demonstrated that they are dedicated to building a stronger community around them by serving local causes and/or championing diversity and inclusion.	10%

In the event of any ties, the Business whose Submission received the highest score for Compelling Impact, as determined by the qualified judges, in their sole discretion, will be deemed the applicable potential winner from among the tied Businesses. Sponsor reserves the right to select fewer than twenty (20) potential winners, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions. Sponsor will not disclose judging scores. Prior to notifying any of the winners, Sponsor will complete a confidential background check on each of the potential winners. **If a background check reveals that a potential winning Business or the Business Owner who entered/ has engaged in conduct that could damage the reputation of Sponsor or any of the Released Parties, as determined by Sponsor in its discretion, the potential winning Business may be disqualified and the Business with the next highest scoring Submission will be deemed a potential winner.**

8. Winner Requirements: On or around August 15, 2024, potential Prize winners will be notified by email to the Business Owner who completed the entry. Business Owner will be required to sign and return a Declaration of Compliance, Liability Waiver, and, where not prohibited, a Publicity Release ("Declaration") which must be received by Administrator, within five (5) days of the date notice or attempted notice is sent, in order to claim his/her/the prize. If a potential Prize winner cannot be contacted, fails to sign and return the Declaration or provide any other requested information, within the required time period (if applicable), the potential prize winner forfeits the prize. If a potential Prize winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Sponsor's sole discretion.

9. Prizes: TWENTY (20) PRIZES: Cash prize of \$10,000 (check or deposited directly into winner's QuickBooks Checking account or a bank account of their choosing), which will fulfilled within 8 – 10 weeks after the end of the Contest Period and ten (10) one-hour virtual coaching sessions hosted between August 15, 2024 and December 31, 2024. Six (6) of the virtual coaching sessions will be facilitated via Intuit's Adopt a Small Business program, which matches the individual Business owner with a group of 2-3 Intuit employees with small and mid-sized business management and QuickBooks product expertise, who will

together identify the Prize Winner's unique challenges and goals and then develop an individual coaching plan that they execute across the six (6) week duration. The remaining four (4) coaching sessions will be open to the full group of winners in virtual webinars to address challenges that are common to small and mid-sized businesses, such as marketing or bookkeeping. The dates and times of these sessions will be solely determined by Sponsor. Make up sessions will not be offered. Approximate Retail Value ("ARV"): \$12,000.

Prizes are non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize (or a component thereof) for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes or withholdings and fees associated with award of the prize as required by law. Winner will receive an IRS Form 1099 representing the total value of the prize, regardless of whether winner participates in coaching sessions. Limit: One (1) prize per Business.

10. Release: By participating in the Contest, Business agrees to release and hold harmless the Sponsor, Administrator, and their respective parent companies, 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, the "Released Parties") from and against any liability of any kind and any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, third party claims involving the right to privacy, right of publicity, or intellectual property infringement arising out of participation in the Contest or receipt or use or misuse of any prize.

Business waives and releases the Released Parties from any and all claims now or hereafter have in any jurisdiction based on "moral rights" or "droit moral" or unfair competition with respect to the Released Parties exploitation of entries without further notification or compensation to Business of any kind, and agrees not to instigate, support, maintain, or authorize any action, claim, or lawsuit against the Released Parties and each of their affiliates, licensees, or any other person in connection with this Contest, on the grounds that any use of any elements embodied in the Submission or any derivative works, infringe or violate any of Business' rights therein. Business agrees to execute any documents that Released Parties may require to affect such grant of rights.

Each winner grants the Released Parties the right to use and publish their name, Business name, Business logo, Submission or elements, likeness, picture, voice, and/or any information contained in his/her Submission, online, in print and in any other media for advertising and promotional purposes worldwide, and in perpetuity without additional compensation, notice, review, or approval, unless prohibited by law. Nothing contained in these Official Rules obligates the licensed entities to make use of any of the rights granted herein and winner waives any right to inspect or approve any use.

11. Publicity Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use each winner's name, city, state, likeness, photo, including winner's social profile photo, Submission, and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

12. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest if, in the Sponsor's opinion, this Contest is not capable of running as planned for any reason, or if any fraud, technical failures, human error, any other factor impairs the integrity or proper functioning of the Contest, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Contest, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winner(s) from among all non-suspect, eligible Entries received up to time of such action using the judging procedure outlined above. Sponsor may also modify the prizes offered. In addition, Sponsor reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all

associated entries. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.—If there is any conflict with any Contest details contained in these Official Rules and Contest details contained in contest materials (including, but not limited to, point of sale, television, radio, and print advertising, promotional packaging, and other promotional media), the details of the Contest as set forth in these Official Rules shall prevail.

13. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, 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) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; (6) lost, late, unreceived, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions or failure to receive Submissions due to limitation of third-party social network platforms or (7) 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. Released Parties 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. Released Parties are not responsible for any unauthorized third-party use of any Submission.

14. Disputes: As a condition of entering the Contest, Business agrees that: a.) under no circumstances will Business be permitted to obtain awards for, and Business hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses and any and all rights to have damages multiples or otherwise increased; b.) all causes of action arising out of or connected with this Contest, or the prizes awarded, shall be resolved individually, without resort to any form of class action; and c.) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, and in no event shall Business be entitled to receive attorneys' fees or other legal costs. Sponsor reserves the right to modify prize award procedures at their discretion. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision.

Most disagreements can be resolved informally and efficiently by contacting Intuit.

YOU AND SPONSOR AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICES OR THIS AGREEMENT (A "CLAIM") WILL BE DETERMINED BY BINDING ARBITRATION, SMALL CLAIMS COURT, OR A SIMILAR DISPUTE RESOLUTION PROCEDURE OR INFORMAL COURT IN THE APPLICABLE JURISDICTION, INSTEAD OF IN COURTS OF GENERAL JURISDICTION.

A. Governing Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of participants or Sponsor in connection with the Contest shall be governed by the laws of the state of California, without giving any effect to any choice of law or conflict of law rules.

B. Notice of Claim. If you elect to seek arbitration or file a claim in Small Claims Court, you must first send to Sponsor a written Notice of your Claim ("Notice of Claim"). The Notice of Claim to Sponsor should be sent in care of our registered agent Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808. The Notice of Claim should include both the mailing address and email address you would like Sponsor to use to contact you. If Sponsor elects to seek arbitration, it will send, by certified mail, a written Notice of Claim to your address on file. A Notice of Claim, whether sent by you or by Sponsor, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific amount of damages or other relief sought.

C. Small Claims Court. Either you or Sponsor can seek to have a Claim resolved in small claims court if all the requirements of the small claims court are satisfied. Either you or Sponsor may seek to have a Claim resolved in small claims court in your county of residence or the small claims court in closest proximity to your residence, and you may also bring a claim in small claims court in the Superior Court of California, County of Santa Clara.

D. Arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision, and that you and Sponsor are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and/or the termination of your Services.

(i) Commencing Arbitration or Small Claims Proceedings. If we do not reach an agreement to resolve the Claim within sixty (60) days after the Notice of Claim is received, you or Sponsor may commence an arbitration proceeding by filing a Demand for Arbitration or, alternatively, bringing a claim in small Claims Court. You agree that you may not commence any arbitration or file a claim in small claims court unless you and Sponsor are unable to resolve the claim within 60 days after we receive your completed Notice of Claim and you have made a good faith effort to resolve your claim directly with Sponsor during that time. If a Claim qualifies for small claims court, but a party commences an arbitration proceeding, you and Sponsor agree that either party may elect instead to have the Claim resolved in small claims court, and upon written notice of a party's election, the American Arbitration Association ("AAA")

(ii) Arbitration Proceedings: Decisions. The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The award shall be binding only among the parties and shall have no preclusive effect in any other arbitration or other proceeding involving a different party. Sponsor will not seek to recover its attorneys' fees and costs in arbitration from you unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). Judgment on any award may be entered in any court having jurisdiction. This agreement to arbitrate shall not preclude any party to the arbitration from at any time seeking injunctions or other forms of equitable relief in aid of arbitration from a court of appropriate jurisdiction including whether a Demand for Arbitration is filed in violation of this Agreement.

(iii) Injunctive and Declaratory Relief. Except as provided in Section 14(b) above, the arbitrator shall determine all issues of liability on the merits of any Claim asserted by you or Sponsor and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or Sponsor prevail on a Claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual Claims in arbitration. Before a court of competent jurisdiction issues any public injunctive relief, it shall review the factual findings of the arbitration award on which a

(iv) Arbitration Fees and Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. You are required to pay AAA's initial filing fee, but Sponsor will reimburse you for this filing fee at the conclusion of the arbitration to the extent it exceeds the fee for filing a complaint in a federal, state, province or territory court in your county/province/territory of residence or in Santa Clara County, California. If the arbitrator finds that either the substance of your Claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in

Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules and Sponsor will not reimburse your initial filing fee. The parties agree that the AAA has discretion to modify the amount or timing of any administrative or arbitration fees due under the AAA Rules where it deems appropriate, provided that such modification does not increase the AAA fees to you or Sponsor, and you and Sponsor waive any objection to such fee modification.

E. Informal Resolution. You and Sponsor agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost and mutually beneficial outcome. You and Sponsor therefore agree that, after a Notice of Claim is sent but before either you or Sponsor commence arbitration or file a claim in small claims court against the other, we will personally meet, via telephone or videoconference, in a good-faith effort to confer with each other and try to resolve informally any Claim covered by this Agreement. If you are represented by counsel, your counsel may participate in the conference as well, but you agree to fully participate in the conference. Likewise, if Sponsor is represented by counsel, its counsel may participate in the conference as well, but Sponsor agrees to have a company representative fully participate in the conference. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph.

F. Class Action Waiver. YOU AND SPONSOR AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if you have elected arbitration, unless both you and Sponsor agree otherwise, the arbitrator may not consolidate any other person's Claims with your Claims and may not otherwise preside over any form of a representative or class proceeding. If Sponsor believes that any Claim you have filed in arbitration or in court is inconsistent with the limitations in this Section (i), then you agree that Sponsor may seek an order from a court determining whether your Claim is within the scope of the Class Action Waiver. If this Class Action Waiver is found to be unenforceable, then the entirety of this Section (Disputes) shall be null and void.

15. Entrant's Personal Information: Information collected from entrant is subject to Sponsor's Privacy Policy <https://www.intuit.com/privacy/>.

16. Winner List: For a winner list, click [HERE](#). The winner list will be posted after winner confirmation is complete.

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

18. AFFILIATION & TRADEMARKS: Intuit and QuickBooks are registered trademarks of Intuit Inc.

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