

The Malin Burnham Awards: 2018 Contest Rules

Overview

For 90 years, Malin Burnham has represented the very best of serving San Diego. To honor this legacy, “The Malin Burnham Awards: A Fundraiser for Reality Changers” was created to honor those who have had the greatest philanthropic impact on our region.

Mr. Burnham has been a generous supporter of Reality Changers for many years. His motto of “Community Before Self” is not only the maxim that we hope all Reality Changers students embody, but also why a community vote will determine the winners of The Malin Burnham Awards to be presented at UC San Diego on May 8, 2018.

Nominees of The Malin Burnham Awards will be recognized in six categories:

- Most-Admired Public Leader: The elected official, athlete, celebrity, or other person in the public eye representing the best of San Diego.
- Most-Admired Foundation: The foundation having the biggest impact on San Diego's nonprofit organizations.
- Most-Admired News Source: The media outlet highlighting the best of San Diego.
- Most-Admired Business: The corporation producing the greatest community impact on San Diego.
- Most-Admired Organization: The members-based organization creating the biggest difference in San Diego (local chapters only).
- Most-Admired Education Provider: The college, university, or school district helping students from disadvantaged backgrounds succeed (must be based in San Diego County).

Be sure to nominate your most-admired candidates and cast your votes at www.RealityChangers.org/Malin. Only online nominations will be accepted. Nominations will be accepted January 21, 2018 at 12:00am through March 8, 2018 at 11:59pm. Community voting will open on March 24, 2018 at 12:00am PST and will close on April 24, 2018 at 11:59pm PST.

Please note: If selected as a finalist, the nominee must attend the award ceremony and agree to be interviewed and photographed for publicity purposes.

All proceeds from this event will support Reality Changers' scholarships and programs.

Complete Contest Rules

1. The Malin Burnham Awards (hereafter referred to as MBA) nominees will be recognized in six categories:
 - a. Most-Admired Public Leader: The elected official, athlete, celebrity, or other person in the public eye representing the best of San Diego.
 - b. Most-Admired Foundation: The foundation having the biggest impact on San Diego's nonprofit organizations.
 - c. Most-Admired News Source: The media outlet highlighting the best of San Diego.
 - d. Most-Admired Business: The corporation producing the greatest community impact on San Diego.
 - e. Most-Admired Organization: The members-based organization creating the biggest difference in San Diego (local chapters only).
 - f. Most-Admired Education Provider: The college, university, or school district helping students from disadvantaged backgrounds succeed (must be based in San Diego County).
2. The Malin Burnham Awards may include recognition of Reality Changers' students, staff, volunteers, supporters, and other community members in additional categories. These nominations will be managed internally and are not subject to the community vote or any other parameters outlined in these contest rules.
3. Nominations will be accepted January 21, 2018 at 12:00am through March 8, 2018 at 11:59pm. Community voting will open on March 24, 2018 at 12:00am PST and will close on April 24, 2018 at 11:59pm PST.
4. No purchase or payment is necessary to participate.
5. MBA contest participants must be at least 13 years or older to nominate and/or vote.
6. All nominations and votes must be cast on www.RealityChangers.org/Malin. Votes will not be accepted in person, via telephone, e-mail, social media, or physical mail. All nominees

living, working, or operating in San Diego County will be considered as finalists. A screening will be conducted by Reality Changers to ensure nominees are legitimate and accurately represent the category for which they have been nominated. The top ten finalists receiving the most votes in each category must agree to attend The Malin Burnham Awards on May 8, 2018 and agree to be interviewed and photographed for publicity purposes.

7. MBA contest participants can vote in each category once per day for the duration of the voting period. Votes will be tracked by email address. The winner in each category will be determined exclusively by the nominee receiving the highest number of votes. In the event of a tie, all finalists with the highest amount of votes will be recognized.
8. Winners will receive a physical award. The winners list will be featured on Reality Changers' website, social media, print materials, and any other promotional materials. Winners may also be featured in the media.
9. All contest participants release all information entered within the online nomination and voting system to Reality Changers. This information is the property of Reality Changers and cannot be returned to the contest participants.
10. All contest participants authorize the use of any information contained within nomination entries to Reality Changers for publicity purposes. All contest participants understand that they may be identifiable from such reproductions and release Reality Changers from all claims which contest participants may have now or in the future for compensation of any kind arising out of participation in The Malin Burnham Awards nominations and voting contest. All contest participants acknowledge that Reality Changers will use any information entered in The Malin Burnham Awards website at Reality Changers' sole discretion.
11. Any contest participants who use fraudulent means to vote more than once per day during the voting period will be disqualified from participation in the MBA contest and their votes will be void.
12. No Warranties: ALL CONTEST PARTICIPANTS UNDERSTAND AND AGREE THAT REALITY CHANGERS MAKES NO WARRANTIES AND SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING ALL ACTIVITIES AND PROGRAMS CONDUCTED BY REALITY CHANGERS AND REGARDING ANY FACILITIES, AREAS OR OTHER LOCATIONS WHERE SUCH ACTIVITIES AND PROGRAMS ARE CONDUCTED. SPECIFICALLY, REALITY CHANGERS SPECIFICALLY

DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING ANY AND ALL TIMES AND CIRCUMSTANCES WHEN PARTICIPANTS VIOLATE COMPANY POLICIES ESPECIALLY ANY AND ALL POLICIES REGARDING SAFETY.

13. Release of Claims: By participating, all contest participants hereby forever release Reality Changers and its officers, directors, volunteers, agents and sponsors from any and all causes of action, suits, claims, demands, or any other damages associated with (i) the use by Reality Changers of the Participation Materials as permitted herein; (ii) Participant's participation in the Reality Changers activities, including, but not limited to, any property damage and bodily harm, injury or death suffered by Participant therein or related thereto; (iii) any transportation, programs, activities or other services provided by third parties incident to Participant's participation in the Reality Changers activities; (iv) Reality Changers' use of Participant's likeness and biographical information as permitted herein and any associated identifying characteristics, including without limitation claims arising from rights of publicity, rights of privacy, trademark, copyright, obscenity or defamation; (v) or by virtue of any blurring, distortion, alteration, or use in composite form of the Participation Materials, whether intentional or otherwise, that may occur or be produced in such use or in any subsequent processing thereof. Participant hereby irrevocably waives all rights and benefits now or in the future under and by virtue of the terms of Section 1542 of the California Civil Code which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

14. Limitations of Liability: In no event will Reality Changers and its officers, directors, volunteers, agents, and sponsors be liable to Participant for any indirect, special, punitive, incidental or consequential damages (including, without limitation, those resulting from lost profits), regardless of whether Reality Changers has advance notice of the possibility of such damages, arising out of Reality Changers' use of the Participation Materials or Participant's likeness and biographical information. In no event will Reality Changers' cumulative liability for any damages arising out of or in connection with the Participant's participation in any Reality Changers activity, program or any other

matter related to this Release (whether arising out of contract, tort, or other legal theory) exceed \$250.

15. Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California, USA, without regard to the conflict of laws provisions thereof.

16. Reality Changers reserves the right to amend, modify or terminate the contest rules at any time, with or without notice or reason.

Questions, comments, or concerns? Contact Lauren Tullis, Director of Advancement, at Lauren@RealityChangers.org or 619.516.2222.