



Award and Voting Rules, Terms, and Conditions

NOTE: THE PENFED FOUNDATION IS A REGISTERED NONPROFIT PRIVATE FOUNDATION AND A SEPARATE AND DISTINCT ENTITY FROM THE PENFED CREDIT UNION. THE POLICIES AND PROCEDURES OF PENFED CREDIT UNION MAY NOT APPLY TO THE PENFED FOUNDATION. ONLY THE RULES, TERMS, AND CONDITIONS CONTAINED HERE GOVERN THE PENFED FOUNDATION, ITS MATERIALS, AND PROGRAMS.

Binding Agreement: In order to enter the PenFed Foundation (“Us”, “We”, “Foundation”) Ignition Challenge grant contest, entrants (“entrant”) and voters (“voter”), collectively “you”, must agree to the foregoing rules. Please read these rules carefully prior to entry to ensure you understand and agree to the terms that are set forth. You agree that by submitting an entry into the Ignition Challenge you are agreeing to these rules. You also agree that you understand that you may not submit an entry to the contest and are not eligible to receive the prizes listed in these rules unless you agree to these rules. These rules form a binding legal agreement between you and the Foundation.

NO PURCHASE NECESSARY, VOID WHERE PROHIBITED BY LAW. The Ignition Challenge grants are offered by the PenFed Foundation, located at 2930 Eisenhower Avenue, Alexandria, VA 22314. All terms are subject to change at our sole discretion.

Prize: The Foundation’s Ignition Challenge grants are awarded to individuals with military backgrounds, as defined below. Finalists will be voted upon by the community, and the top three vote getters will pitch to a panel of judges for first, second, and third places. Each grant pool is broken down into First, Second, and Third place awards, as follows:

1. First Place: \$25,000
2. Second Place: \$15,000
3. Third Place: \$5,000

The grant funding awarded is approved for individuals from military backgrounds, as defined below, who have recently started a business.

Eligibility and Entry Instructions: The Ignition Challenge grants are open to US Persons who are at least 21 years of age. Entrants must be active duty, veteran, reserve, national guard, or military spouse of any of the United States Armed Forces. Entrants must also operate the business for which they are applying. The Entrant must own a majority of the business entity described in the application. Business entities, as defined in these rules, include sole proprietorships, legally incorporated LLCs, S-Corps or C-Corps (or formal partnerships) created under the laws of any U.S. jurisdiction. If the Entrant is applying in conjunction with a nonprofit organization, the Entrant must be the organization's senior executive director or equivalent in order to be eligible for the grant.

Education comes first. Entrants must engage with PenFed Foundation's small business educational content in order to be eligible for an award or grant. Content is both live and recorded and consists of social media strategy and pitch preparation workshops produced by the PenFed Foundation. An Entrant's participation will be tracked to verify participation in accordance to these rules.

Winners of a previous PenFed Foundation Ignition Challenges are not eligible to re-apply for the grant award program.

For questions regarding eligibility, please email veip@penfed.org.

Entrants will apply by filling out an application linked on VEIP's website. The application asks for a business description, how the business is innovative, why customers will purchase the product or service; information on the management team; and how the company will use the grant award and business coaching to grow. Any incomplete application may not be reviewed and considered for the pool of the top 15 finalists, as staff may not have enough information by which to judge the applicant. The Foundation may accept applications by email if the applicant documents technical challenges with the application program. However, all applicants should attempt to submit applications for the Ignition Challenge through the application platform linked on PenFed Foundation VEIP's website. Deadlines will be announced on the Foundation website at veip.penfedfoundation.org.

Applications are subject to disqualification at any time including after approval and feature on the voting page.

The Foundation reserves the right, in its sole discretion, to reject and/or disqualify any application at any time that the Foundation, its sponsors or partners, deem to be hateful, slanderous, libelous, violent, obscene, defamatory, discriminatory (based on age, race, gender, religion, natural origin, physical disability, sexual orientation or political affiliation), profane, offensive, explicit, false, misleading, threatening or harassing, or inconsistent with the Foundation's, its sponsors', or partners' expectations, or that poses a reputational risk to the Foundation, its sponsors or partners, or that contain images, words, depictions or symbols considered offensive to individuals of a certain race, gender, ethnicity, religion, sexual orientation, or socioeconomic group, or that the Foundation believes may be in violation of the law. Applications include content on the Entrant's website and social media sites.

Should the Foundation determine, in its sole discretion, that a grant recipient has violated the rules of the PenFed Foundation's Rules, Terms & Conditions, or disqualified for any other reason, the Foundation shall have no obligation to award a grant to such Entrant.

The Foundation reserves the right to conduct a social media scan on Entrants and reserves the right in its sole discretion to disqualify any Entrant based on such social media scan if in its sole discretion, the Foundation determines that the entrant has violated the Rules, Terms & Conditions.

Privacy Policy: The Foundation collects information that entrants or voters provide to us as part of their engagement with our educational content, application for an Award, or vote. We collect information about their computer and their visits to our web site, such as their IP address, geographical location, browser type, referral source, length of visit, page views, and other information. We use cookies on our web site as well as website analytics. This enables us to identify and track the web browser and load the pages according to a user's preferences for that particular site, including the personalization of content. Cookies and website analytics are also used to gather statistical data, such as which pages are visited, what is downloaded, domain name and country of origin, and the addresses of sites visited before and after coming to our site, as well as "click stream" activity (meaning, the paths taken by visitors to our site as they navigate from page to page) and transactional attributes in accordance with information voluntarily submitted in the course of using our site. More importantly, using cookies also helps us protect the security of

accounts. We collect personal information and the information users give us in order to apply for an award (such as name, email, company, company description, pitch, photos, etc.). This data is also used individually to determine award finalists and winners, as well as used for analysis to ensure proper functioning of our site and to evaluate the effectiveness of our marketing efforts. In addition, we gather the names and email addresses or other contact information of anyone who contacts us with questions about our company or operations in order to serve the respective needs of these individuals and assist these individuals as appropriate. We may use or share any or all of this information with our partners or with PenFed Credit Union for permissible marketing, research, or educational purposes. Entrants and voters may opt out of having their information shared by contacting us in writing to request opt out. Please send the opt out request to the PenFed Foundation, 2930 Eisenhower Avenue, Alexandria, VA 22314.

Judging Criteria: Applications will be evaluated by a Foundation judge or judges across a number of criteria. Criteria to be a Finalist will include: personal story and business idea/potential, potential impact/use of award funds, product-market fit, and team/history. The judges will determine the top 15 Finalists of the Ignition Challenge grant. The top three Finalists of the grant competition are chosen from the 15 Finalists of each Award period and are determined by public vote on the PenFed Foundation VEIP website.

The Finalists' submissions are displayed to the public on the voting page. The public will then vote to determine which three military entrepreneurs will pitch for grant funding at a pitch competition. Voting periods will last for a duration of approximately one and a half weeks. From time to time, Finalists will be required to travel to an in-person pitch competition at which judges will vote to determine the grant recipients.

Voting: Only one vote is permitted per individual. The Foundation will monitor voting activity for suspicious behavior, use of bots, ineligible mass voting, submitting more than one vote per person, or similar behaviors. The Foundation reserves the right to exclude votes that it suspects violate the one-person-one-vote rule. Votes will be counted at the sole discretion of Foundation staff.

Finalists are not permitted to purchase votes, exchange services or favors for votes, or any such similar activity. Any Finalist who violates these rules will be disqualified from the competition immediately and will not be eligible for grant prizes or business coaching.

The top three Finalists are required to participate in an on-site or virtual pitch competition in order to determine the grant prizes.

Submissions: By submitting an application, the entrant warrants and represents that it: (a) is the entrant's original work, (b) does not infringe upon the copyrights, patents, trademarks rights, of privacy, publicity or other intellectual property or other rights of any person or entity; (c) that the entrant has obtained permission from a person whose name, likeness, or voice is used in the entry, and (d) and that publication of the ideas contained in the entry via various media including web posting, will not infringe on the rights of any third party rights. Entrant(s) will indemnify and hold harmless PenFed Foundation or any of our sponsors from any claims to the contrary.

Submission Content: By submitting an application, the entrant automatically grants, and the entrant represents and warrants that they have the right to grant to the foundation, an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), and distribute such user content for any purpose on or in connection with the website or the promotion thereof, to prepare derivative works of, or incorporate into other works, such user content, and to grant and authorize sublicenses of the foregoing.

PenFed Foundation VEIP Website Content: all content on the website, including but not limited to designs, text, graphics, pictures, video, information, software, music, sound, and other files, and their selection and arrangement, are the proprietary property of PenFed Foundation with all rights reserved. No website content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the prior written permission.

Publicity: By entering the contest, entrants agree to participate in any media or promotional activity as reasonably requested by the Foundation and agree and consent to use of their name and/or likeness by the Foundation. PenFed Foundation will contact entrants in advance of any Foundation-sponsored media request for interviews.

Right to Cancel or Modify: PenFed Foundation reserves the right to cancel, modify, or suspend this contest at any time in their sole discretion.

Limitation of Liability: Entrant agrees to hold harmless and releases PenFed Foundation and its partners from any liability for any technical errors or other like issues that may interrupt or affect the ability of the Foundation to carry out the awards contest as planned.

The views and opinions of entrants are their own and do not necessarily reflect the views and opinions of PenFed Foundation.

Right to Substitute: PenFed Foundation reserves the right to substitute any award under the PenFed Foundation Ignition Challenge for another award of equal or greater value if, for any reason, the stated prizes are unavailable.

Governing Law: This contest and its official rules are governed by the law of the Commonwealth of Virginia. Entrants also waive all rights to jury trials and the parties agree that any dispute will be resolved through binding arbitration. The party initiating arbitration shall do so with the American Arbitration Association and the parties agree that the law of the Commonwealth of Virginia applies, without regard to conflict of law provisions.

General Release and Indemnification: All entrants and voters to the Ignition Challenge agree to release and hold harmless PenFed Foundation and its partners from and against any and all claims associated with the contest. Entrants and voters indemnify the Foundation at all times from and against any liability, claims, demands, losses, damages, costs, and expenses resulting from any act, default, or omission of the entrant and voters and/or a breach of any warranty set forth herein. As an entrant or voter to this contest, you agree to defend, indemnify, and hold harmless the Foundation from and against any and all claims, actions, suits, or proceedings, as well as any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or accruing from: (i) any material uploaded or otherwise provided by the entrant that infringes any copyright, trademark, trade secret, trade dress, patent, or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (ii) any misrepresentation made by entrant in connection with the contest; (iii) any non-compliance by entrant with these Rules; (iv) claims brought by persons or entities other than the parties to these rules arising from or related to the entrant's involvement with the contest; (v) acceptance, possession, misuse, or use of any prize or participation in any contest-related activity or participation in the contest; (vi) any malfunction or other problem with the contest website in relation to the entry and participation in the contest by entrant; (vii) any error in the collection, processing, or retention of entry or voting information

in relation to the entry and participation in the contest by entrant and in the voting process by consumers; or (viii) any typographical or other error in the printing, offering, or announcement of any prize or winners in relation to the entry and participation in the contest by entrant.

Recordkeeping: Grantees are required to retain all accounting records, detailing all receipts and expenditures, for a minimum of three years following receipt of grant. The PenFed Foundation reserves the right to conduct audits, on and offsite, of records related to the use of grant funds. The PenFed Foundation reserves the right to request the return of awarded funds, disallow expenditures, or take other remedial actions in cases in which spending is not consistent with the purposes of the grant.

Taxes: By accepting the award, winners agree that are solely responsible for any and all tax liability for which may be incurred under federal, state, or local law and the PenFed Foundation and/or any partners bear no responsibility to the winner regarding taxes.

General Provisions: All federal, state, and local laws and regulations apply. The Foundation reserves the right to disqualify any entrant from the contest if, in the Foundation's sole discretion, it reasonably believes that the entrant has attempted to undermine the legitimate operation of the contest by cheating (e.g. utilizing bots to vote for a winner), deception, or other unfair playing practices or annoys, abuses, threatens, or harasses any other entrants, the Foundation, the Foundation's partners, or the Judges.

Digital Millennium Copyright Act: If you believe that any material on the Site infringes upon any copyright that you own or control, you may send a written notification of such infringement to our Designated Agent as set forth below:

PenFed Foundation
2930 Eisenhower Avenue, Alexandria, VA 22314

E-Mail: veip@penfed.org

To meet the notice requirements under the Digital Millennium Copyright Act ("DMCA"), the notification must be a written communication that includes the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed,

2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site,
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material,
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted,
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law, and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.