



## **Sprout Spotlight Award Rules: Brand of the Year Award**

The Brand of the Year award is open to any social media team who goes above and beyond to create a social presence marketers and consumers feel inspired by.

The Sprout Spotlight Awards (“Spotlight Awards”) are administered and sponsored by Sprout Social, Inc. (“Sprout Social”) located at 131 S. Dearborn St, Suite 700, Chicago, IL 60603, which will be entitled to make all final decisions regarding the awards in its sole discretion. Sprout Social reserves the right, in its sole discretion, to suspend, cancel or modify the Spotlight Awards at any time. By participating in the Spotlight Awards, participants accept and agree to abide by these Award Rules and decisions.

### **Timeline**

- Nomination period: March 9, 12:00a.m - March 16, 11:59 p.m. CT, \$0 to enter
- Finalists announced: March 23, by 5:00p.m. CT
- Winner announced: April 15, by 5:00p.m. CT

### **Nomination eligibility**

- Eligibility is limited to social media professionals and community managers.
- Participants and winners must be at least 18 years of age at the time of entry.
- You can nominate a brand or members of its social team as many times as you’d like, but nominations must be shared as a Twitter, Facebook, LinkedIn or Instagram post (Instagram stories, Facebook stories, Retweets, shares and comments will not count as nominations). Please note the Spotlight Awards are in no way sponsored, endorsed, administered by, or associated with Twitter, Facebook, LinkedIn or Instagram.
- Nominations must share why a brand’s social team should win this award and include the brand’s social handle and #SproutSpotlights.
- Past finalists can be nominated and win future awards, but past winners cannot win another award.
- Participants and winners cannot be employees of or a member of the immediate family of an employee of Sprout Social.
- Fraudulent methods of entry or circumvention of these rules may result in Sprout Social invalidating a participant’s entries.
- Participation in the Spotlight Awards is void where prohibited by law.

## **Selection criteria**

- Finalists: All Facebook, Instagram and Twitter post nominations that use #SproutSpotlights will be identified using Sprout Social's Listening software, while LinkedIn nominations will be tallied manually. Each nomination will then be counted in a secure spreadsheet where nomination volumes will reveal the most nominated individuals who will later be named as our finalists.
- Winners: Our winners will be chosen by a panel of judges based on the nominations for each brand/social team and holistic impact on their social channels (i.e customer service, community and brand voice. Winners will be notified via email by April 5.

## **Odds**

The odds of winning are dependent upon the number of eligible entries received.

## **Prize and Prize Acceptance**

Winners will receive a package with an approximate retail value of \$570. It will include celebratory items, a physical award as well as branded Sprout gear. Actual/appraised value may differ at time of prize award. Prizes may be substituted at Sprout Social's sole discretion. Prizes are nontransferable.

Prize winners shall be responsible for paying all federal, state, and local taxes for accepted prizes and must have full right, power and authority to accept the prizes (and doing so shall not violate any obligations winners may have to their employer or any other party pursuant to any agreement, employee handbook, codes of conduct or other policy).

## **Privacy**

All information submitted through the Spotlight Awards is subject to Sprout Social's [privacy policy](#).

## **Release; Limitation of Liability**

By participating in the Spotlight Awards, whether as a nominee, a nominator or otherwise, I give permission to Sprout Social, its parent, subsidiaries, affiliates, licensees, successors, and assigns, and those acting under their authority to use, and to authorize others to use my likeness and testimonial (this includes name, biographical information, likeness, appearance portrait, photographic image or picture, video and voice recording, quotes, all or parts of interviews and information obtained from interviews), (collectively, the "Properties") throughout the world in all media now known or hereafter existing (including print, packaging, television, radio, film, digital, internet, social media, websites, and mobile apps) in perpetuity for advertising, marketing, publicity, and promotion of Sprout Social, the Spotlight Awards and other promotion of Sprout Social's business and services, including, but not limited to, event materials, presentations, website content and press releases without further compensation or right of approval from me. Sprout Social reserves the right to publish all entries wholly or in part for the purposes set forth above.

By participating in the Spotlight Awards, whether as a nominee, a nominator or otherwise, I agree to hold harmless, release and discharge Sprout Social and its respective officers, directors, employees, agents, parent, subsidiaries, affiliates, shareholders, successors, and assigns from any and all claims, demands, lawsuits, expenses, injuries (including death), losses, damages, and any other liability of any kind, in connection with the Spotlight Awards, (including, without limitation, the conduct of the Spotlight Awards, the awarding of any prizes, acceptance, use, misuse, loss, or damage of or to any prizes, and use the Properties (as defined above) and any claims based on publicity rights, defamation, or invasion of privacy), even if due to the negligence, omission, or other fault of Sprout Social.

PARTICIPANTS AGREE THAT PARTICIPATION IN THE SPOTLIGHT AWARDS SHALL BE AT THEIR SOLE RISK. IN NO EVENT SHALL SPROUT SOCIAL BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHER LEGAL THEORY (I) FOR ANY LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING) OR (II) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) \$100. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

### **Governing Law; Disputes**

These Award Rules will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Illinois, U.S.A., without reference to its choice of law rules.

Each party agrees to resolve any claims relating to the Spotlight Awards through final and binding arbitration, except to the extent you have in any manner violated or threatened to violate Sprout Social's intellectual property rights. Under such limited circumstances, Sprout Social may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Sprout Social services or intellectual property infringement without first engaging in arbitration or the informal dispute-resolution process described herein. In all other cases, the parties hereby agree to submit to arbitration administered by the American Arbitration Association under its Commercial Arbitration Rule with one (1) arbitrator to be selected by mutual agreement of the parties. If the parties cannot agree on the arbitrator selection, then the American Arbitration Association shall choose an arbitrator for us from the National Panel of Arbitrators. You agree that an arbitrator cannot award punitive damages to either party and to abide by and perform any award rendered by the arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction, which shall include, but not be limited to, the courts within Cook County, Illinois.

In circumstances where the parties are permitted to litigate in court, these Award Rules shall be governed by and construed in accordance with the laws of the State of Illinois, excluding its conflict of law rules. Under such limited circumstances, each party hereby expressly and irrevocably consents to the exclusive jurisdiction and venue of the federal, state, and local courts in Cook County, Illinois in connection with such an action.

Please contact [social@sproutsocial.com](mailto:social@sproutsocial.com) with any questions. A list of winners may also be obtained by contacting this email.