



2020 Aquarion Environmental Champion Awards Volunteer Nomination Form

Please print this form, complete the requested information, and mail to:

Aquarion Water Company
Aquarion Environmental Champion Awards
7 Scott Road, Hampton, NH 03842

If you wish, you may submit additional material in support of your nomination (letters of support, news articles, photographs, videos, etc.). Please include your completed nomination form with mailed-in materials, and note the deadline. **Materials submitted cannot be returned.**

Award Category (Please check one category)

Individual: ☐ Student (Grades 9-12) ☐ Adult

Organization: ☐ Non-Profit ☐ Business

Nominee:

Name (Individual or Organization) _____

Contact Person (for Non-Profits or Businesses) _____

Address: _____

City _____ State **NH** Zip Code _____

Phone: _____ E-mail: _____

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Briefly describe why this nominee deserves the Aquarion Environmental Champion Award. Be sure to include how the volunteer's work meets the award criteria by:

- Significantly contributing to the improvement of environmental quality through the protection, conservation, restoration and/or stewardship of natural resources (air, water, soils, and plant and wildlife communities)
- Demonstrating a high achievement level
- Creating sustainable or reproducible results

Nominated by: (optional)

Name: _____

Phone: _____ E-mail: _____

IMPORTANT

By signing this form I verify that the information contained is accurate and that I agree to all of the Official Rules of the Aquarion Environmental Champion Awards Program as described below.

(Signature)

(Date)

DEADLINE: June 1, 2020

Official Rules
Aquarion Environmental Champion Awards Program

YOU MUST READ AND AGREE TO THE FOLLOWING OFFICIAL RULES, TERMS AND CONDITIONS BEFORE SUBMITTING YOUR NOMINATION OR ACCEPTING AN AWARD OR GRANT

Program. The goal of the Aquarion Environmental Champion Awards Program sponsored by Aquarion Water Company ("Aquarion") is to recognize adults and grade 9-12 students as well as businesses and non-profit organizations whose outstanding voluntary efforts in New Hampshire have shown significant results within the state in protecting water sources, cutting air pollution, safeguarding soils or improving natural communities and wildlife habitat.

Sponsor. The Aquarion Environmental Champion Awards Program is sponsored by Aquarion Water Company, 7 Scott Road, Hampton, NH 03842.

Eligibility. The Aquarion Environmental Champion Awards Program is open to any adult volunteer, student volunteer in grades 9-12 during the 2019-2020 academic year, business, or non-profit organization voluntarily sponsoring an eligible project in the State of New Hampshire. Limit one application per eligible nominee. Nomination forms not containing the required information, or not submitted in the required format, or not meeting the nomination criteria will be disqualified. Any attempted form of nomination other than the official nomination form described herein is void. Becoming an award winner is subject to validation and verification of eligibility and compliance with these Rules, Terms and Conditions. Failure to comply will result in disqualification and selection of an alternative Award winner. Employees, officers, directors, agents, representatives and independent contractors of the Sponsor together with the immediate family members and members of the same households (whether related or not) are not eligible to participate. The Aquarion Environmental Champion Awards Program is subject to all federal, state, and local laws and regulations, and is void where prohibited or restricted by law, including but not limited to those jurisdictions with laws that would require registration and/or trust account or posting of a bond, or any other requirements.

Agreement to Rules. Participation in the Aquarion Environmental Champion Awards Program constitutes the nominator's and nominee's full and unconditional agreement to the Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Awards program. Winning an award is contingent upon fulfilling all requirements set forth herein.

Entry. The Aquarion Environmental Champion Awards Program begins on February 1, 2020 at 12:01 a.m. Eastern Daylight Time ("EDT") and ends on June 1, 2020 at 11:59 pm EDT (the "Aquarion Environmental Champion Awards Program Period"). To participate, the official nomination form found at www.aquarionwater.com must be filled out completely and submitted with any supporting materials online or by mail according to the instructions provided.

Nomination Form. Aquarion Environmental Champion Awards Program nomination forms are available online from www.aquarionwater.com. The entire form must be completed. All nominations must be submitted online or received in the mail by 11:59 p.m. EDT on June 1, 2020.

Accuracy of Information Contained in Entry. By submitting a nomination, each nominator warrants and represents to the Sponsor that the information contained in the nomination is true and correct in all material respects and that the Sponsor may rely on such information in its efforts to comply with applicable laws and regulations.

Judging. Judging will be performed by a panel of qualified judges appointed by the Sponsor who will review the nominations and select the winner(s) based on the judging criteria set forth below. The judges' decisions are final in all matters relating to the Aquarion Environmental Champion Awards Program.

Judging Criteria. The judges will select the award winners whose submissions excel at:

- Significantly contributing to the improvement of environmental quality through the protection, conservation, restoration and/or stewardship of natural resources:
 - Air
 - Water
 - Soils
 - Plant and wildlife communities
- Demonstrating a high achievement level
- Creating sustainable or reproducible results

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Selection of Award Winner(s) and Notification. Award winner(s) will be selected from all qualified nomination forms and supporting materials. Winners will be selected by the Sponsor on or about June 15, 2020, and publicly announced on or about June 30, 2020. The Sponsor's decision will be final and binding. Award winner(s) will be notified by e-mail within approximately five (5) business days after selection. If selected award winner(s) have not responded to e-mail inquiries within three (3) days, we will attempt to contact award winner(s) by telephone. If award winner(s) cannot be reached by telephone within 48 hours of first phone attempt to notify such award winner(s), the award will be forfeited and an alternative award winner may be selected, at the Sponsor's discretion. Odds of winning an award depend on number and quality of eligible nominations received.

Announcement of Grantee(s). The Sponsor will post the name and city of the grantee(s) at www.aquarionwater.com on or about June 30, 2020.

Use of Award Winner(s) Names. Each winner and parent/legal guardian of student winners that accepts any award will be deemed thereby to have granted to Sponsor the right, at any time and from time to time, to print, publish, broadcast and use, worldwide and in any media now known or hereafter developed, including but not limited to, the Internet, the award winner's name and city. Winner(s) may also be requested, after receiving their award, to participate in further promotional activities. Participation in such activities (other than the promotional release of award winner(s) name and city) is not a condition of participation in the Aquarion Environmental Champion Awards Program.

Awards and Grants. Adult, business and non-profit organizations who win the award can name a non-profit environmental organization to receive a \$1,000 grant from the Sponsor. The student winner in grades 9-12 will receive a \$1,000 award after his or her parents or legal guardians provide any tax identification information required to process the remuneration. Grants will be shipped directly to the grantee(s) by the Sponsor. Awards may not be transferred or assigned. Up to four Awards are available. The Sponsor reserves the right to present fewer than the stated number of Awards, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified nominations.

Award Restrictions. Only one award will be granted per project. The Sponsor reserves the right to require nominees and parents/legal guardians of student winners to verify nominating information and project results prior to receiving grants. Before winners are publicly announced, winners and parents/legal guardians of student winners must execute an Affidavit of Eligibility and Release attesting to their identity and eligibility to participate in the Aquarion Environmental Champion Awards Program and releasing the Sponsor and its affiliates from all claims, causes of action and liability relating to the Aquarion Environmental Champion Awards Program and the award(s) and grant(s). Winner(s) and grantee(s) are responsible for any costs, expenses and fees not specified herein as being provided. Parents or legal guardians of student winner are responsible for any federal, state and local taxes associated with Award acceptance not specified herein as being provided. Sponsor will mail the Affidavit to each award winner, and award winner(s) and parents/legal guardians of student winners will have five (5) business days from receipt of said Affidavit to complete and return the documents to Sponsor. If these documents are returned as undeliverable or are not completed and returned by such deadline or if a potential winner does not meet the eligibility or other requirements of the Aquarion Environmental Champion Awards Program, the award will be forfeited and an alternative winner may be selected. The Sponsor is not responsible for award information or documents that are lost or misdelivered by the postal service or carrier.

Grant Restrictions. Before grants are distributed, grantees must execute an Affidavit of Identity and Release attesting to their identity and non-profit status, and releasing the Sponsor and its affiliates from all claims, causes of action and liability relating to the Aquarion Environmental Champion Awards Program and the grant(s). Sponsor will mail the Affidavit to each grantee, and grantee(s) will have five (5) business days from receipt of said Affidavit to complete and return the documents to Sponsor. If these documents are returned as undeliverable or are not completed and returned by such deadline or if a potential grantee does not meet the eligibility or other requirements of the Aquarion Environmental Champion Awards Program, the grant will be forfeited and the award winner may be asked to name an alternative grantee. The Sponsor is not responsible for grant information or documents that are lost or misdelivered by the postal service or carrier.

Unlawful Conduct and Disqualification. The Sponsor reserves the right, in its sole discretion, to disqualify any nominator, nominee, award winner or parent/legal guardian of student nominee or winner who the Sponsor determines, in its sole discretion, is (a) tampering with the entry process or the operation of the Aquarion Environmental Champion Awards Program or of any web site owned, operated or controlled by the Sponsor or its parent, subsidiary or affiliated companies; (b) ineligible to participate in the Aquarion Environmental Champion Awards Program for any reason, including based upon the entrant's residency or failure to comply with these official rules; (c) submitting more than the allowed number of entries during the Aquarion Environmental Champion Awards Program Period; or (d) behaving in a disruptive manner or with intent to annoy, abuse, threaten or harass any other person.

Release. By acceptance of any award or grant, award winner(s), parents/legal guardians of student winners, and grantee(s) agree to release, hold harmless and indemnify the Sponsor and Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotional agencies, assignees, licensees, attorneys, representatives 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 claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Aquarion Environmental Champion Awards Program or receipt or use or misuse of any Award or grant awarded herein.

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Limitation of Liability and Remedies. NEITHER THE SPONSOR NOR ANY OTHER RELEASED PARTY SHALL HAVE ANY LIABILITY WITH RESPECT TO ANY NOMINATIONS THAT ARE INCOMPLETE, LATE, GARBLED, MUTILATED, ILLEGIBLE, DELAYED, MISDELIVERED, LOST, DAMAGED, STOLEN, DELETED OR LOST DURING TRANSMISSION, MISDIRECTED OR OTHERWISE NOT TIMELY OR ACCURATELY DELIVERED OR DIFFICULT TO INTERPRET OR UNDERSTAND. NOMINATIONS RECEIVED BY US THAT ARE INCOMPLETE, LATE, GARBLED, MUTILATED, ILLEGIBLE, DELAYED, MISDELIVERED, LOST, DAMAGED, STOLEN, DELETED OR LOST DURING TRANSMISSION, MISDIRECTED OR OTHERWISE DIFFICULT TO INTERPRET OR UNDERSTAND SHALL NOT BE ELIGIBLE FOR AWARDS AND WE WILL NOT DELIVER ANY NOTICE OF SUCH INELIGIBILITY TO THE NOMINEE. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL THE RELEASED PARTIES BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONJUNCTION OR CONNECTION WITH NOMINEES' PARTICIPATION IN THE AQUARION ENVIRONMENTAL CHAMPION AWARDS PROGRAM POSTING ON OR ACCESS AND/OR DOWNLOAD OF ANY MATERIALS OR INFORMATION FROM ANY WEB SITE OWNED, OPERATED OR CONTROLLED BY THE SPONSOR OR THEIR PARENT, SUBSIDIARY OF AFFILIATED COMPANIES, AND/OR ANY GRANT (INCLUDING, BUT NOT LIMITED TO, ITS ACCEPTANCE OR USAGE) AWARDED TO GRANTEE(S) IN CONNECTION WITH THE AQUARION ENVIRONMENTAL CHAMPION AWARDS PROGRAM, INCLUDING WITHOUT LIMITATION DAMAGE TO PROPERTY AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DAMAGES FOR BODILY OR PERSONAL INJURY, INCLUDING DEATH, EVEN IF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. ENTRANTS AGREE THAT THE AGGREGATE LIABILITY, IF ANY, OF THE RELEASED PARTIES ARISING OUT OF ANY KIND OF CLAIM (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED \$1.00.

Indemnification. Each Eligible Grantee agrees to indemnify and hold harmless the Released Parties from and against any loss, damage or expense (including court costs and attorneys' fees) that the Sponsor, and/or any of the Released Parties together with each of their parent, subsidiary, and affiliated companies, and each of its and their successors or assigns, may suffer or incur as a result or in conjunction or connection with the Aquarion Environmental Champion Awards Program, or the grant awarded to any grantee (including, without limitation, the receipt and/or use of said grant).

Amendments. We reserve the right to suspend, cancel, terminate or modify the Aquarion Environmental Champion Awards Program without advance notice in the event we believe, in our sole discretion, that any computer virus, worms, bugs, tampering, spamming, unauthorized intervention, fraud, technical failures or other errors or problem beyond our control could corrupt or affect the administration, security, fairness, integrity or proper conduct of the Aquarion Environmental Champion Awards Program, and thereafter to re-commence such Aquarion Environmental Champion Awards Program, if at all, only at such time(s) and upon such terms and conditions as we shall deem reasonable under the circumstances.

Severability. If any one or more provisions of these Official Aquarion Environmental Champion Awards Program Rules are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, effect or enforcement of any other provision or provisions of these Official Aquarion Environmental Champion Awards Program Rules.

Grantee(s) List. For a copy of the grantee(s) list, send a self-addressed stamped envelope postmarked prior to June 30, 2020 to: Aquarion Water Company, Environmental Champion Awards, 7 Scott Road, Hampton, NH 03842. For a copy of the rules visit www.aquarionwater.com.

Governing Law; Jurisdiction; Venue. These Official Aquarion Environmental Champion Awards Program Rules are governed by and shall be construed by the laws of New Hampshire without application of its choice of law principles. Any dispute that may arise hereunder, if not settled by the parties directly or through alternate dispute resolution, shall be brought solely in the appropriate state or federal court sitting in New Hampshire and nominee or grantee consents to the personal jurisdiction and venue thereof.

Force Majeure. The failure of the Sponsor to comply with any provision of these Official Aquarion Environmental Champion Awards Program Rules due to an act of God, hurricane, war, terrorism, fire, riot, earthquake, actions of governmental authorities outside the control of the Sponsor, or other force majeure event shall not be considered a breach of these Official Aquarion Environmental Champion Awards Program Rules.