



Sponsored by



OFFICIAL RULES

1. Purpose

The America's Best Communities Prize (the "ABC Prize") Competition is a long-term effort by Frontier Communications and co-sponsors (collectively, the "Co-Sponsors"), to promote economic development and community revitalization in smaller and medium-sized rural communities in the United States located within the Frontier Service Area. The ABC Prize Competition is designed to recognize and reward communities that demonstrate vision and entrepreneurial spirit, as well as a commitment to improve lives and stimulate their local economy. In the course of the ABC Prize Competition, funds, goods, and services will be awarded to eligible organizations that are selected in order to encourage and assist those organizations in creating and implementing plans for community revitalization that can demonstrate tangible impact.

2. Sponsors

The ABC Prize Competition is administered and run by Frontier ABC LLC, a Delaware Limited Liability Company, with offices located at 3 High Ridge Park, Stamford, Connecticut 06905 ("FTR ABC"). All questions regarding the ABC Prize Competition should be directed to info@americasbestcommunities.com or telephone 203-614-5070. The Co-sponsors will provide prizes and other assistance during the ABC Prize Competition to Frontier ABC LLC as part of their sponsorship, however, the ABC Prize Competition shall be administered by FTR ABC, all decisions shall be finally made by FTR ABC (except that all independent panel judges will determine the winners of each round of the competition) and all awards shall be provided to Applicants by FTR ABC, and not the Co-Sponsors.

3. Description of Opportunity

The ABC Prize Competition seeks local, high-impact initiatives that demonstrate commitment to collaboration and action. Successful initiatives will:

1. Detail current initiatives and outline future economic development activities that could attract, retain, and grow their community's infrastructure or population by identifying new ways to harness local resources, stimulate additional investment or utilize new technologies such as broadband infrastructure.
2. Highlight the community's unique geographic and social assets, including arts, culture, education and social fabric, and provide a vision of enhancement in these areas.
3. Articulate the challenges and opportunities facing the community and demonstrate

commitment to creating change in the community.

4. Provide a clear overall vision for the community's revitalized future by describing the desired outcome and the infrastructure, resources and relationships needed to achieve it.
5. Identify the specific and tangible community benefits that result from delivering on the projects and programs identified.

There will be four rounds of the ABC Prize Competition, with Quarter-, Semi-Finalist, Finalist, and Grand Prize winners selected.

In the ABC Prize Competition, an eligible team of individuals and organizations ("Applicant Team") will apply on behalf of an eligible municipality or adjacent municipalities. A non-profit community organization serves as the registered leader (the "Applicant") of an Applicant Team and is the designated representative of the Applicant Team to the ABC Prize Competition for the duration of the ABC Prize Competition.



After the selection of winners at each round of the ABC Prize Competition, additional submissions or presentations will be required from the selected winners to be considered for the next round of the Competition or for the Grand Prize awards.

Prizes include implementation funds from Frontier and Co-Sponsors, in addition to other goods and services. Specifically, the ABC Prize Competition will award the following:

- Up to 50 Quarter-Finalists will each receive \$35,000 of implementation funds, with a commitment by the recipients to raise \$15,000 cash in matching funds.
- Up to 15 Semi-Finalists will be awarded a trip for up to three individual members of each winning team to the ABC Prize Summit.
- Up to eight Finalists will receive an additional \$100,000 of implementation funds.
- One third place Grand Prize winner will receive \$1,000,000.
- One second place Grand Prize winner will receive \$2,000,000.



- One first place Grand Prize winner will receive \$3,000,000.

In addition to the cash awards, the first, second, and third place Grand Prize winners will receive an original outdoor mural depicting the vibrancy and resiliency of their community painted by a locally identified artist, and a city sign identifying the city as an America's Best Communities Prize Competition winner. Additional prizes may be announced during the Competition.

All ABC Prize Competition Quarter-Finalists, Semi-Finalists and Finalists agree to provide updates and information about their progress, and agree to share economic development best practices and other information with other U.S. communities. Quarter-Finalists are also required to commit to raise \$15,000 in matching funds. The matching funds must be raised in cash and collected by the Applicant organization during the first three months of the six month implementation period and spent during the six month implementation period, as described further below. The Applicant organization must provide documentation of compliance with the matching funds obligation no later than August 4, 2015 in order for the Applicant Team to remain eligible.

As part of the submissions in the Quarter-Finalist round, Applicants must submit a Community Revitalization Plan that includes the following elements:

- A long-term vision for the community's economic revitalization based on an inclusive community visioning process.
- A detailed description of projects or programs identified as necessary to achieve the long-term vision, including identification of new ways to harness local resources to improve the community or using new technologies to stimulate growth, such as broadband infrastructure.
- An implementation budget proposal for the potential \$100,000 cash prize and implementation plan that defines clear milestones and deliverables, as well as individuals or groups responsible for the deliverables.
- A spending report for the \$35,000 implementation funds and \$15,000 matching funds used to develop and produce the Community Revitalization Plan and any other support documents to complete the vision and planning process.

All Semi-Finalists will be awarded a trip for up to three individual members of each winning team



to the ABC Prize Competition Summit. A travel agent representing FTR ABC will book domestic coach airfare for up to three Applicant Team members. FTR ABC will reimburse each of up to three Applicant Team members for costs actually incurred for home airport parking and taxi fare to and from the designated Summit destination airport and the conference hotel. To be reimbursed, Applicant Teams must collectively submit their travel receipts within 45 days after the Summit. FTR ABC will book and pay for up to three nights' hotel stay at a hotel selected by FTR ABC and group meals will be provided during the Summit.

Prior to and during the Summit, Semi-Finalists may receive feedback that they may use to refine their Community Revitalization Plans. At the Summit, Semi-Finalists will present their proposed implementation plans to a panel of independent judges. Prior to the presentation, a refined implementation budget proposal may be submitted.

No prize substitution is allowed except at the discretion of FTR ABC administrators. Prizewinners cannot assign or transfer their prize to any other entity or person. If a prize cannot be awarded due to circumstances beyond the control of FTR ABC, a substitute prize of equal or greater retail value may be awarded. Prizes will be awarded subject to the limitations stated in these official rules. Any costs or fees not specifically listed are the responsibility of the prizewinners. Taxes, if any, are the sole responsibility of the winners, and entrants will receive an IRS Form 1099 from FTR ABC and/or Co-Sponsors. The ABC Prize Competition is void where prohibited or restricted by law, and subject to applicable federal, state, and local laws.

4. Eligibility

The ABC Prize Competition is open to qualifying community organizations that are located in and representing U.S. municipalities that are in the Service Area of FTR ABC's parent and affiliated companies that provide residential and commercial voice and broadband services (the "Frontier Service Area"). To determine if a municipality is eligible, please visit the website, <http://americasbestcommunities.com>, and enter the name of the municipality.

Each Applicant Teams must be composed of cross-sector multi-organizational and/or individual members that represents the municipality and: (a) is led by a local non-profit Applicant community organization that meets the criteria below and that is the designated representative for the



Applicant Team for the purposes and duration of the ABC Prize Competition; (b) include three to five local businesses as described below; and (c) has local government support as evidenced by a letter of support from the mayor or similar elected leader of the municipality. The Applicant will submit the application and later submissions, and serve as the representative for communication for the Applicant Team.

Prior to and throughout the ABC Prize Competition, the Applicant organization for a municipality must:

- i. have an office located within, or adjacent to the municipality represented by the application;
- ii. have non-profit status approved by the U.S. Internal Revenue Service;
- iii. have an Employer Identification Number (EIN) issued by the U.S. Internal Revenue Service;
- iv. be capable of responsibly managing the proposal and the award of funds;
- v. abide by these Official Rules and the web site [Terms of Use](#) for the ABC Prize Competition website;
- vi. submit a completed application prior to the application deadline (see the section entitled "Important dates" below);
- vii. provide a designated administrative contact who is a lawful U.S. resident over the age of 18 and who is authorized to make commitments on behalf of the organization;
- viii. have a community-minded purpose consistent with the objectives of the ABC Prize competition and be permitted by its organizational charter and by all applicable laws to participate in the ABC Prize Competition and receive the prizes; and
- ix. have legal access to the Internet and be capable of registering on the ABC Prize Competition website.

A "Team Member" means an individual, organization, third-party consultant, or contractor that is designated as a member of the Applicant Team in a Submission. All material contributors to Submissions must be designated as Team Members. Each individual Team Member must be over the age of majority in their jurisdiction. It is expected that Applicant Teams will agree to a process for Applicant Team governance and decision-making, with the understanding that FTR ABC will treat the Applicant as the designated representative and that the Applicant will have final authority for the Applicant Team and all Team Members for purposes of the ABC Prize Competition



and communications with FTR ABC.

The ABC Prize Competition is intended to promote community revitalization in smaller and medium-sized rural communities. Eligible municipalities must be listed on the [ABC Prize Competition website](#). Eligible municipalities must be located in the Frontier Service Area as of September 10, 2014 and must have a resident population greater than 9,500 people and less than 80,000 people as of September 10, 2014. To be considered within the Frontier Service area, the municipality applying must either be within an end office wire center boundary within a US Census Bureau 2010 census recognized place where FTR ABC's parent and affiliated companies provide residential and commercial voice and broadband services to at least 50% of the total potential customer population as compared to the Census Bureau population for the applying municipality or have a minimum potential customer population of at least 20000. The eligible municipalities are located in the following U.S. states: AL, AZ, CA, FL, GA, IA, ID, IL, IN, MI, MN, MS, MT, NC, NE, NM, NV, NY, OH, OR, PA, SC, TN, UT, WA, WI, and WV. Not all communities in these states are in the Frontier Service Area. Municipalities that are not in the Frontier Service Area prior to September 10, 2014 are not eligible.

Residential population counts are determined using 2010 or later U.S. Census data. Where the population of a municipality located in the Frontier Service Area is less than 9,500, a municipality may partner with other geographically adjacent municipalities that are also located in the Frontier Service Area if the total population in the contiguous combined area is greater than 9,500 and less than 80,000. Individual or combined municipalities with a population greater than 80,000 are not eligible. In addition, smaller contiguous communities may partner together and submit a single application so long as the population of the combined applicant does not exceed 80,000.

For the purposes of the ABC Prize Competition FTR ABC considers a municipality to be a city, town, village or other similar administrative division having corporate status and powers of local self-government or jurisdiction, and that is not a subordinate municipality within a larger municipality, and that contains no subordinate municipalities. FTR ABC also considers a place that is designated as a "Census Defined Place" by the U.S. Census Bureau (and not located in an urbanized or metropolitan area) to be a municipality. FTR ABC also considers communities located on tribal lands (i.e., American Indian Reservations and Trust Lands, Tribal Jurisdiction Statistical Areas, Tribal Designated Statistical Areas, as well as the communities situated on such lands) to be a



municipality. FTR ABC refers to 2010 or later U.S. Census data to identify municipalities. However, in the case of ambiguity or any other question about the census data or municipality eligibility, FTR ABC reserves the right to determine whether a particular municipality is eligible for the ABC Prize Competition at FTR ABC's sole discretion. If there have been changes to the status of municipalities since the 2010 U.S. Census, whether or not reflected in later U.S. Census data, FTR ABC will determine whether any changes are to be made to the eligibility list in FTR ABC's sole discretion based on the goals of the ABC Prize Competition. The status of a municipality will be considered as of September 10, 2014.

As only one application for each municipality is permitted, a municipality may not independently submit an application, and then separately apply in combination with another municipality. In any case of overlapping jurisdiction (e.g., a Census Defined Place that is located within a municipality) only one may apply. In the specific case of a Census Defined Place that is or has become part of a municipality, only the municipality should apply, if eligible.

If a municipality is not listed on the ABC Prize Competition web site as eligible, but a potential applicant believes that the municipality should be eligible because it is located in the Frontier Service Area and meets the residential population requirements, please contact [info\(at\)americasbestcommunities.com](mailto:info(at)americasbestcommunities.com) and provide information about the municipality and its 2010 or later U.S. Census data. Please contact FTR ABC administrators as far in advance as possible of the application deadline of March 25, 2015 in order to allow sufficient time for consideration of the request and a response by FTR ABC administrators. Requests to consider adding a municipality may not be reviewed or added if made too close to the application deadline. Only one application for each municipality is permitted. Prospective applicants from a municipality that already has a registered non-profit organization leader will be directed to the registered leader and will be expected to join the Applicant Team for that municipality. Cooperation among community residents is an important consideration in the application process.

Each Applicant Team must include three to five businesses that will benefit from the public-private partnership and later serve as a basis to identify the specific and tangible community benefits that have resulted from delivering on the projects and programs identified in the Community Revitalization Plan. These are local businesses that have the intention, products or



services, and knowledge to expand and reach new markets outside of the local community, in addition to improving opportunities for local markets, resulting in additional employment and other benefits within the local community.

Any person directly involved in the operation or the administration of the ABC Prize Competition, and their immediate family members or persons living in the same household, may not participate on an Applicant Team. This includes without limitation employees or contractors of any of the entities or their affiliates involved in sponsoring or administering the ABC Prize Competition (including without limitation Frontier Communications, Co-Sponsors, Context Partners, Dixon Schwabl, and The Dilenschneider Group, Inc.) if such employees and contractors are engaged in the operation, promotion, administration, or judging of the ABC Prize Competition.

Prizes will not be awarded to any organization in violation of federal, state, or local laws or regulations. Each round of prize awards will require execution of an ABC Prize Winner Agreement for that round that meets the ABC Prize Competition Official Rules. The ABC Prize Competition Winner Agreement will be made available to Applicants or potential Applicants upon request.

5. ABC Prize Competition Schedule

The ABC Prize Competition will begin on September 10, 2014 and end on April 30, 2018. The deadline for applications is March 25, 2015 at 5:59:59 p.m. Eastern Standard Time. All applications must be submitted prior to the deadline. Entries submitted after the deadline will not be considered or judged. Participation constitutes entrants' full and unconditional agreement to and acceptance of these Official Rules. All federal, state, and local laws and regulations apply.

Important Dates

September 10, 2014	Start of application period.
March 25, 2015, 5:59:59pm Eastern Standard Time	Deadline for submission of applications.
By April 29, 2015	Announcement of up to 50 Quarter-Finalist round winners.
May 4, 2015 - November 6, 2015	Quarter-Finalist develop Community Revitalization Plan during six-month period.
November 6, 2015, 5:59:59pm Eastern Daylight Time	Deadline for submission of Community Revitalization Plans.
By January 13, 2016	Announcement of up to 15 Semi-Finalist round winners selected to attend the ABC Summit.
April 25 – April 27, 2016	ABC Summit. Announcement of up to eight Finalists selected during or immediately after the Summit.
May 2, 2016 – March 28, 2017	Finalists implement Community Revitalization Plan during 11-month period.
March 29, 2017	Finalists implement Community Revitalization Plan during 11-month period.
By April 26, 2017	Announcement of Grand Prize round winners.
April 26, 2017 - April 30, 2018	Presentation of Grand Prize awards. Local events in winning communities. Communities participate in storytelling, PR, publicity, video and sharing of best practices.

During the Competition, at FTR ABC's sole discretion, FTR ABC may, at its own initiative or in response to a clarification request or other question by an Applicant, update these Official Rules,



including but not limited to extending a deadline or canceling or amending application or submission requirements, or clarifying or updating judging processes or criteria.

6. Entry Rules, Deadlines, and Procedures

Registration: Eligible teams must first register by having the lead non-profit organization for their municipality submit the form located on the ABC Prize Competition [registration](#) page. Once registration is complete, Applicants will receive an email from an ABC Prize Competition administrator with instructions for completing the online application.

The deadline to register and complete the application is **March 25, 2015, 5:59:59 p.m. Eastern Standard Time**. Applicants are urged to submit their applications well in advance of the deadline to leave enough time to address any potential technical registration problems or respond to any questions about the application. Each application must:

- Be submitted in the online form prior to the deadline. Applicants will receive an email to confirm that their application was successfully received.
- Follow the directions and include complete responses to all required questions.
- Be accurate and truthful in all respects.
- Provide all responses in English.
- Be submitted with the permission and authority of the Applicant organization and all Team Members. Include only content that the Applicant has permission to use and to publish. Portions of the responses in the applications will be published on the americasbestcommunities.com website and in or on other media.

We expect the costs for the application to be minimal. However, any costs associated with preparing the application shall be borne by the Applicant, regardless of the conduct or outcome of the ABC Prize Competition process.

If an application or later submission is generally complete but is missing some information or is unclear in some respect, at the discretion of the FTR ABC administrators, an Applicant may be given the opportunity to respond to questions or to supplement the application or submission. If an opportunity to address clarification questions or complete missing information is given, the



Applicant will be given a strict deadline to respond.

7. How the Applications and Community Revitalization Plans Will Be Judged

Quarter-Finalist Round

A panel of independent expert judges will select up to 50 Quarter-Finalists to receive a prize of \$35,000 to be used for developing a Community Revitalization Plan. The Quarter-Finalist prize is contingent on a commitment to raise matching funds of \$15,000 cash from the community and execution of the ABC Prize Competition Quarter-Finalist Agreement. The ABC Prize Competition Winner Agreement will be made available to Applicants or potential Applicants upon request.

The matching funds must be raised in cash and collected by the Applicant organization during the first three months of the implementation period and spent during the six-month implementation period. The lead non-profit organization must provide documentation of compliance with the matching funds obligation no later than August 4, 2015 in order to remain eligible. The ABC Prize Competition Quarter-Finalist Agreement will include a commitment for financial reports at three months and six months, as well as video and blog submissions to the web site reporting progress.

Selection will be based on the following criteria:

CONTEXT & COMMITMENT (3 points) Articulates the challenges and opportunities facing the community and demonstrates commitment and a process for creating change in the community by identifying new and novel ways to harness local resources, stimulate additional investment or utilize new technologies, such as broadband infrastructure.

COMMUNITY IDENTITY (3 points) Highlights the community's unique geographic and social assets today including arts, culture, education and the social fabric. Outline a vision of enhancement in these areas.

ECONOMIC DEVELOPMENT (3 points) Details current initiatives and outlines future economic development activities designed to attract, retain, and grow the local infrastructure or population.

VISION & IMPACT (3 points) Provides a clear overall vision for the community's future, identifying the desired outcomes, plus the infrastructure, resources and relationships needed for community



revitalization.

The judges will be asked to determine as a threshold question whether an application is sufficiently likely to be successful such that it should be selected for a Quarter-Finalist prize award. The judges will score each application that meets the threshold criteria based on the judging criteria above. If there are fifty or more eligible applications that meet the threshold criteria, the highest scoring twenty-five applications from rural communities will be selected first. Then, out of the remaining applications that meet the threshold criteria, the highest scoring applications will be selected until up to a total of fifty are selected. To the extent possible under the preceding criteria, at least half of the selected Quarter-Finalists will represent rural communities across the Frontier Service Area. In the event of a tie, the judges will vote to determine the final 50 Quarter-Finalists.

A "rural community" means a municipality, Census-Defined Place, or a community located on tribal lands that has a population with fewer than 50,000 residents and is not in an urbanized or metropolitan area contiguous and adjacent to a municipality with more than 50,000 residents. An application from a combination of multiple rural communities will be treated as a rural community so long as each participating community in the combination meets this definition of a rural community. FTR ABC reserves the right to determine whether a particular municipality or combination is considered a rural community in its sole discretion.

For more details on the application judging criteria, visit the [Criteria](#) page.

Semi-Finalist Round

Quarter-Finalists who accept the initial prize and wish to be considered as Semi-Finalists must prepare and submit a detailed Community Revitalization Plan no later than November 6, 2015. The Community Revitalization Plan will include a report of progress made since receiving the Quarter-Finalist prize and identify a set of projects and programs within the Community Revitalization Plan to be implemented with the Finalist prize award if the Applicant Team is selected. Up to 15 Semi-Finalists will be selected to have up to three individual attend the Summit, with travel to be provided as detailed above. Semi-Finalists will be required to highlight those aspects of their Community Revitalization Plan they intend to implement with prize funding should they be



selected as Finalists. The ABC Prize Competition Semi-Finalist Agreement will include a commitment to post regular video and blog submissions to the ABC Prize Competition web site reporting on their progress.

Up to 15 Semi-Finalists will be selected from those Quarter-Finalists that submit Community Revitalization Plans. Selection will be based on the following criteria:

COMMUNITY ENGAGEMENT (4 points) Brings together diverse constituents that represent the community as a whole in the visioning and implementation planning process.

LONG TERM VISION & STRATEGY (4 points) Provides a clear vision for the community's social and economic future, identifying the infrastructure, resources and relationships needed for sustainable community revitalization, both social and economic.

SHORT-TERM TACTICS (4 points) Outlines an 11-month implementation schedule of projects or programs that are part of the Community Revitalization Plan with a clear budget, milestones and deliverables as well as identifying the individuals or groups responsible for achievement.

The judges will be asked to determine as a threshold question whether an Applicant Team and their Community Action Plan is sufficiently likely to be successful that it should be selected for a Semi-Finalist prize award. The judges will score each submission based on the judging criteria above, and the highest scoring eight applications from rural communities will be selected first. Then, from the remaining pool of applicants, the highest scoring submissions will be selected until up to a total of fifteen are selected. In the event of a tie, the judges will vote to determine up to fifteen Semi-Finalists.

For more details on Semi-Finalist submission judging criteria, visit the [Criteria](#) page.

The Semi-Finalists will present their Community Revitalization Plan submissions in-person to the judges at the ABC Prize Summit. At the Summit, the Semi-Finalists will interact with each other as well as other experts to receive feedback and further refine their Community Revitalization Plans.

At the Summit, the Semi-Finalists will present to a panel of independent judges. The Semi-Finalists will submit any changes to the Community Revitalization Plan and proposed 11-month implementation projects prior to the presentation.



Finalist Round

The selected Finalists will implement their proposed set of projects and programs described in their Community Revitalization Plan using the Finalist prize award of \$100,000 over a period of 11 months. The ABC Prize Competition Finalist Agreement will include a commitment for quarterly financial reports, as well as regular video and blog submissions posted to the ABC Prize Competition web site reporting on their progress.

The judges will assess the merit of the presentations at the Summit according to the following judging criteria and select up to eight Finalists. Selection will be based on the following criteria:

COMMUNITY ENGAGEMENT (4 points) Brings together diverse constituents that represent the community as a whole in the visioning, planning and implementation process.

LONG TERM VISION & STRATEGY (4 points) Provides a clear vision for the community's social and economic future, identifying the infrastructure, resources and relationships needed for sustainable community revitalization, both social and economic.

SHORT-TERM TACTICS (4 points) Proposes an 11-month implementation plan of projects or programs that are part of the Community Revitalization Plan with clear milestones, budget, and deliverables as well as individuals or groups responsible for achievement.

The judges will be asked to determine as a threshold question whether a submission is sufficiently likely to be successful that it should be selected for a Finalist prize award. The judges will score each submission that meets the threshold question based on the criteria above, and the highest-scoring submissions will be selected. In the event of a tie, the judges will vote to determine up to eight Finalists. Award of the Finalist prize is contingent on execution of the ABC Prize Competition Finalist Agreement.

For more details on Finalist judging criteria, visit the [Criteria](#) page.

Grand Prize Round

At the end of the 11-month Finalist implementation period, the Finalists will submit a final report, and an updated Community Revitalization Plan.



The judges will select first, second, and third place Grand Prize winners according to the following criteria:

ACHIEVEMENT OF SHORT-TERM TACTICS (4 points) Successful completion of the projects and programs in the Community Revitalization Plan implemented during the previous 11-months.

COMMUNITY ENGAGEMENT (4 points) Ongoing engagement of community members and groups in the implementation of Community Revitalization Plan activities.

SUSTAINABLE COMMUNITY REVITALIZATION (4 points) Identification of specific and tangible community and regional benefits that have resulted from delivering on the projects and programs identified in the Community Revitalization Plan. Factors the judges will consider when evaluating the beneficial impact on the community and the region include, but are not limited to, the following:

- Ability to attract new businesses or increase investment to the community
- Adjusting to and overcoming national and regional economic trends
- Short- and long-term job creation
- Improvements to small-scale local infrastructure (e.g. Wi-Fi availability, lighting improvements, event venues, signage)
- Improvements to educational/technical training opportunities for the community and the region
- Impact on availability and affordability of housing
- Improvements to the overall legal and regulatory environment to promote sustainable revitalization for both small and large businesses (e.g. zoning, business licenses, land banking)
- Successful leveraging of federal and regional resources
- Creative responses to challenging economic and geographic hurdles
- Successful leveraging of public/private partnerships
- The judges will score each submission based on the criteria above, and the three highest-scoring submissions will be selected as the Grand Prize Winners. In the event of a tie, the judges will vote to determine the three Grand Prize winners.

Award of the Grand Prize is contingent on execution of the ABC Prize Competition Grand Prize Agreement, which will include requirements to participate in publicity and public relations efforts such as storytelling efforts and the creation of video and web site content describing the progress on their Community Revitalization Plan, and to share best practices with other communities for a year from date of Grand Prize award. Grand Prize winners will also be required to agree to spend



the Grand Prize awards on continued community revitalization efforts. For more details on Grand Prize judging criteria, visit the [Criteria](#) page.

8. Announcement of Winners

Winners of each round will be announced on the ABC Prize Competition web site. Quarter-Finalist winners are expected to be announced by April 29, 2015. Semi-Finalist winners are expected to be announced by January 13, 2016. Finalist winners are expected to be announced by April 27, 2016. Grand Prize winners are expected to be announced by April 26, 2017.

Disbursement of prizes will be subject to verification of the information provided in the application and execution of an ABC Prize Winner Agreement for that round along with any other requirements in a form that is satisfactory to the judges and the FTR ABC administrators.

Due to the expected number of applications, judges will not be able to provide individual feedback for applications not selected. Additional information may be requested from an Applicant at any time. A request to submit additional information does not guarantee selection. FTR ABC and Co-sponsors assume no obligation, no responsibility and no liability for costs incurred by Applicants in completing an application.

9. Requirements of Winners

At each round, award winners will be asked to confirm that they wish to participate at the next round, and to confirm the accuracy of all information provided, including the Applicant's Employer Identification Number ("EIN"), prior to the awarding of any prizes. All prize winners will be required to execute and submit an ABC Prize Winner Agreement that includes a description of how the prize for that round will be used, and any reporting requirements. All award winners will be required to use the awards according to the plans submitted to and approved by FTR ABC as part of the application or later submissions. Applicants agree not to divert the awards or use the awards for any other purpose.

While FTR ABC is providing Awards to be used for the purposes of the project described in the application or later submissions, sole responsibility for the supervision, direction, execution, and control of all project activities lies solely with Applicant and the Applicant Team. Award of a prize or any feedback received from FTR ABC or judges should in no way whatsoever be construed as a



warranty or determination regarding the suitability or feasibility of a project, the approvals necessary, or processes required to safely and properly execute the project.

If an ABC Prize Competition winner is not able to use a prize for its intended purpose during the QuarterFinalist, Semi-Finalist or Finalist Competition rounds, or stops participating, or is disqualified for any reason, the FTR ABC administrators may require that the lead non-profit organization transfer or redirect any unused prizes to another non-profit organization within the community selected by FTR ABC, or to return the remaining prize award to FTR ABC.

The ABC Prize Winner Agreement at each round will include releases of liability, declarations of eligibility, and, where lawful, publicity consent agreements. By participating in the ABC Prize Competition, the Applicant Team agrees to the use of the names of their organizational Team Members, and to obtain publicity consent agreements from the appropriate personnel within their team. If an Applicant cannot be contacted, is ineligible (under these rules or due to a failure to comply with any of the other applicable policies, licenses, rules, and terms of service, fails to claim a prize, or fails to timely return the completed and executed releases/agreements as required), a prize award may be forfeited and an alternate winner may, at the FTR ABC administrator's discretion, be selected.

The FTR ABC administrators reserve the right to disqualify any submission or winner based on the information provided, or any violation of the eligibility criteria or rules. The FTR ABC administrator's eligibility decisions are final.

No member of an Applicant Team may directly or indirectly seek to have contact with the judges outside of any official ABC Prize Competition Submissions or presentations, or to lobby the judges, or to otherwise influence the outcome other than by participation as expressly permitted in the ABC Prize Competition or these Official Rules. No Team Member may be an immediate family member or person living in the same household as any person directly engaged in the operation, promotion, administration, or judging of the ABC Prize Competition, whether as an employee or contractor of any ABC Releasees (as defined below) or otherwise.

10. Restrictions on Lobbying Activities

FTR ABC will not engage in or earmark funds for any lobbying or political activities, as these terms are specifically defined under U.S. tax law. While your Community Revitalization Plan may describe policy solutions, please note that Prizes may be limited with respect to any use for pursuing policy solutions due to these prohibitions.

11. Third-Party Rights

The content of an Applicant's application, Community Revitalization Plan and any other documents and information ("Submissions") submitted as part of the ABC Prize must not be subject to the proprietary rights of any third parties. Submissions may not promote third party products or services, or incorporate third party intellectual property, including, but not limited to copyright-protected software, images, characters, logos, names and trademarks. Submissions may not be offensive or otherwise unsuitable for use, as determined in Frontier's sole discretion. Any submission of robotic, automatic, or programmed entries, or any entries submitted through other unapproved methods are void. FTR ABC shall not be responsible for reviewing Submissions that are unworkable or unreadable for any reason. As a condition of participating in the ABC Prize Competition and by submitting Submissions, each Applicant Team agrees to permit FTR ABC and the Co-Sponsors to describe, publicize, share, and link to its Submission for private and public viewing. Prior to the award of a prize, and execution of an ABC Prize Winner Agreement for each round, an Applicant may terminate participation in the ABC Prize by written notice to John Puskar, Frontier ABC LLC, 3 High Ridge Park, Stamford, Connecticut 06905. Termination after prize award will be subject to the terms of the applicable ABC Prize Winner Agreement for that round.

12. License

Applicant retains ownership of its Submissions; provided, however, that as a condition of participation, Applicant hereby grants a perpetual, royalty-free, irrevocable, non-exclusive, sub-licensable license to FTR ABC and Co-Sponsors (a) to use, reproduce and publish all Submissions and any other information or content provided by Applicant or Applicant Team in connection with the ABC Prize Competition; (b) to publicly display, and/or feature all or a portion of Submissions and related content in connection with the promotion of the ABC Prize Competition in all media worldwide (now known or later developed); and (c) to store the Submissions for the purposes of the ABC Prize Competition.



FTR ABC encourages its winners to announce Awards; however, Applicant must receive approval, in advance, from FTR ABC to use any language that purports to interpret FTR ABC's intent in conducting the ABC Prize Competition. Please also note in communications about the ABC Prize Competition that although FTR ABC and Co-sponsors are providing financial support, they are not responsible for the implementation of Applicant Team's activities, and it is important that communications be clear on this point.

Applicant agrees to grant to FTR ABC, the Co-sponsors, and their agents and assigns, without limitation, and without additional financial or other compensation, to the extent permitted by law, the right to use the name, likeness, portrait, recorded voice and biographical material of the Applicant and Team Members, and any other individual appearing in a video or other Submission in order to advertise, promote, or publicize the ABC Prize Competition. Applicant agrees to cooperate fully in obtaining any documentation necessary to effect this grant.

Applicant acknowledges that FTR ABC will collect, process and use the personal data and information provided by Applicant in connection with and for the purpose of administering and promoting the ABC Prize Competition. Team Members' information also may be shared with Co-Sponsors, judges, and third party providers for the purposes of administering and promoting the ABC Prize Competition. Some information will be published on the ABC Prize Competition web site and in other media, including in ABC Prize Competition marketing and promotion materials.

Applicant agrees to sign any necessary documentation that may be required by FTR ABC or its designees to make use of the rights granted in these Official Rules. Applicant also understands and acknowledges that other applicants may develop materials similar or identical to Applicant's Submissions and Applicant waives any claims Applicant may have resulting from any similarities to Applicant's Submission. Nothing in these Official Rules shall be construed as granting Applicant any right or license under any intellectual property right of FTR ABC or Co-Sponsors (including any rights they may have in any patents, copyrights, trademarks, service marks or any trade secrets) or in the ABC Prize Competition web site or any FTR ABC web site, by implication, estoppel or otherwise, except as expressly set forth herein.

13. Warranty

By submitting a Submission to the ABC Prize Competition, Applicant and each Team Member warrants to FTR ABC that:

- I. Applicant has provided and will provide accurate information about its Employer Identification Number and non-profit status approved by the Internal Revenue Service.
- II. Applicant is free to enter into the ABC Prize Competition without the consent of any third party and Applicant is capable of responsibly managing the Applicant Team and the funds received and to fully perform its obligations.
- III. Applicant has not and will not enter into any agreement, obligation, or understanding that is inconsistent with these Official Rules or might limit or impair Applicant's obligations under these Official Rules.
- IV. There is no lawsuit, proceeding, or any other claim pending or threatened against Applicant, nor does any circumstance exist, to its knowledge, which may be the basis of any such lawsuit, proceeding, or other claim, that could limit or impair Applicant's or Applicant Teams' or Team Members' performance of their obligations under the Official Rules.
- V. Applicant has the right to provide all information submitted to FTR ABC.
- VI. Applicant's written and electronic submissions are accurate and truthful, and may be relied on by FTR ABC.
- VII. Applicant has complied with, and will comply with, all rules, regulations and terms and conditions of the ABC Prize Competition, including without limitation the Official Rules.
- VIII. Applicant has not participated and will not participate in any fraud or deception in connection with the ABC Prize Competition, and has not sought and will not seek to have direct contact with or lobby the judges or to otherwise influence the outcome other than by participation as expressly permitted in the Official Rules.
- IX. No Team Member is an immediate family member or person living in the same household as any person directly engaged in the operation, promotion, administration, or judging of the ABC Prize Competition, whether as an employee or contractor of any ABC Releasees (as defined below) or otherwise.
- X. Applicant has not and will not infringe, violate, or interfere with the intellectual property rights of any third party in the course of participation in the ABC Prize Competition or performance of its obligations under these Official Rules, or cause FTR ABC or its affiliates to do the same.
- XI. Applicant will comply with all laws in participating in the ABC Prize Competition and in

performing its obligations under the Official Rules.

- XII. Applicant will not engage in any conduct that is determined by FTR ABC in its sole discretion to be immoral, offensive, obscene, lewd, lascivious, or inappropriate in a manner that is reasonably determined by FTR ABC to reflect poorly on the ABC Prize Competition or any other associated entity or Applicant.
- XIII. Applicant will follow principles of good sportsmanship in participating in the ABC Prize competition, including without limitation by competing in an ethical manner, not defaming or disparaging any other Applicant or team, not attempting to sabotage or disrupt the activities of any team, and not “poaching” any Team Members or consultants of any other team.
- XIV. None of the Awards will be used for any lobbying or political activities, as these terms are specifically defined under U.S. tax law.
- XV. With respect to non-cash Awards, Applicant hereby acknowledges and agrees that FTR ABC is not acting as the manufacturer(s) or distributor(s) of the non-cash Awards. With respect to any claims Applicant may have as a result of the possession or use of a non-cash Award, Applicant agrees to look solely to the manufacturer or others in the chain of production and distribution excluding FTR ABC. Applicant acknowledges that FTR ABC has not made any representations or warranties with respect to the goods or services. Nothing herein contained shall in any way limit my recourse against the manufacturer in the event Applicant has any claims as a result of possession or use of any goods or services awarded.

EXCEPT AS EXPRESSLY SET FORTH IN THESE OFFICIAL RULES, NEITHER FTR ABC NOR ANY OTHER OF THE RELEASED PARTIES (AS DEFINED BELOW) MAKES ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SUBJECT MATTER OF THE ABC PRIZE COMPETITION, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, RESULTS OF THE COMPETITION, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE RELEASED PARTIES EXPRESSLY DISCLAIM ALL SUCH WARRANTIES. WITHOUT LIMITATION, FTR ABC MAKES NO EXPRESS WARRANTIES OF ANY KIND AS TO THE DESIGN FEASIBILITY, SAFETY, LICENSING, OR COMMERCIAL PROSPECTS ASSOCIATED WITH THE APPLICANT'S SUBMISSIONS. STATEMENTS MADE BY FTR ABC, CO-SPONSORS, OR THE JUDGING PANEL DO NOT CONSTITUTE WARRANTIES.

14. Conditions

Participation in the ABC Prize Competition is subject to these Official Rules. By participating,



Applicant agrees: (i) to be bound by these complete Official Rules and the decisions of FTR ABC administrators, which shall be final and binding; and (ii) to waive any right to claim ambiguity in the ABC Prize Competition or these Official Rules, except where prohibited by law. FTR ABC reserves the right to cancel or suspend the ABC Prize Competition, at its sole discretion, should it receive fewer than 20 entries, or due to circumstances beyond its control, including natural disasters. FTR ABC may, at its sole discretion, cancel, modify or suspend the ABC Prize Competition should a virus, bug, computer problem, unauthorized intervention or other causes beyond FTR ABC's control, corrupt the administration, security or operation of the ABC Prize Competition. FTR ABC may prohibit an Applicant from participating in the ABC Prize Competition or winning a prize if, at its sole discretion, at any time it determines such entrant is attempting to undermine the legitimate operation of the ABC Prize Competition by cheating, deception, fraud, or any other unfair practices, or with intention to annoy, abuse, threaten, undermine or harass any other Applicants, FTR ABC, or any Co-Sponsors.

By participating in the ABC Prize Competition, Applicant and each Team Member agrees that under no circumstances, including, but not limited to, negligence, shall FTR ABC, or any and all Co-Sponsors, administrators, judges, publicity and prize fulfillment companies, or any of their parents subsidiaries, affiliates, or each of the foregoing entities's officers, directors, employees, independent contractors, shareholders, agents, workmen, employers, or any of their successors, and assigns (the "Released Parties") be liable for any indirect, incidental, special, or consequential damages arising out of participation in the ABC Prize Competition, whether or not any or all of the Released Parties have been advised of the possibility of such damages. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to some Applicants.

By participating in the ABC Prize Competition, Applicant and each Team Member agrees that under no circumstances, including, but not limited to, negligence, shall the Released Parties be liable for any direct damages arising out of participation in the ABC Prize Competition, whether or not any or all of the Released Parties have been advised of the possibility of such damages. The Released Parties will not be liable for any losses, liabilities, damages, (including, without limitation, personal injury or property damage), or claims, or any related costs and expenses (including, without limitation, legal fees and disbursements and costs of investigation, litigation, settlement,



judgment, interest, and penalties) ("Losses") arising from, related to, or connected in any way with any loss or personal injury, including, without limitation, death, sustained by Applicant, any Team Member, any partner or affiliate of Applicant, any team sponsor, or any person or entity claiming on behalf of Applicant Team, arising from, relating to, or connected in any way with Applicant's or Applicant Team's participation in the ABC Prize Competition, even in the event of negligence or fault of any of the Released Parties, whether such negligence is present at the entry into the ABC Prize Competition or arising in the future. Applicant assumes full responsibility for any Losses which may occur to Applicant, any Team Member, any partner or affiliate of Applicant, any team sponsor, or any person or entity claiming on behalf of the Applicant Team, arising from, relating to, or connected in any way with Applicant's or the Applicant Team's participation in the ABC Prize Competition. Applicant hereby releases and waives all of the Released Parties from any claims alleging Losses, whether existing now or arising in the future that in any way relate to the Released Parties' execution or duties under these Official Rules.

The Released Parties shall not be liable for: (i) any errors in ABC Prize Competition-related materials, or late, lost, delayed, damaged, misdirected, stolen, incomplete, illegible, or unintelligible, notices, releases, forms, affidavits, or other correspondence; (ii) telephone, electronic, hardware or software program, network, Internet, or computer malfunctions, failures, interruptions or difficulties of any kind; (iii) failed, incomplete, garbled, or delayed computer transmissions; (iv) any condition caused by events beyond the control of FTR ABC that may cause the ABC Prize Competition to be disrupted or corrupted; (v) any injuries, losses, or damages of any kind arising in connection with or as a result of the prize awards, or acceptance, possession, or use of the prize awards, or from participation in the ABC Prize Competition or arising from the Applicant's access to and use of the web sites of FTR ABC, including the ABC Prize Competition web site, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy, to the extent permitted by law; or (vi) any errors in any materials associated with the ABC Prize Competition.

FTR ABC reserves the right to cancel, suspend and/or modify the ABC Prize Competition if any problem corrupts the administration, security, or operation of the ABC Prize Competition, as determined by FTR ABC at its sole discretion. FTR ABC reserves the right at its sole discretion to disqualify any Applicant if it finds the Applicant has been tampering with the entry or judging

processes or the operation of the ABC Prize Competition or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person or entity to undermine the legitimate operation of the ABC Prize Competition may be a violation of criminal and civil law, and, should such an attempt be made, FTR ABC reserves the right to seek damages from any such person to the fullest extent permitted by law. FTR ABC's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Applicant and each Team Member shall indemnify and hold harmless the Released Parties from and against all damages, claims, losses, expenses, costs, obligations and liabilities, including, without limitation, reasonable attorneys' fees, suffered or incurred by FTR ABC directly or indirectly arising out of or in connection with: (i) the use by FTR ABC or any other of the Released Parties, or their respective agents, licensees, and/or assigns, of any materials supplied by Applicant hereunder, including (without limitation) the submissions and any video, photos, or other content, and any signage, banners, or names; (ii) any third-party allegations, claims, demands or Losses attributable to the statements, actions or activities of Applicant Team, whether described in Applicant's or Applicant Team's submissions or otherwise; or (iii) any breach of the Official Rules by Applicant or Applicant Team.

15. Governing Law

The ABC Prize Competition shall be governed by and interpreted under the laws of the State of New York, U.S.A. without regard to its conflicts of laws provisions. All Applicants and Team Members in the ABC Prize Competition hereby irrevocably (1) agree that any and all disputes, claims, causes of action, or controversies arising out of or in connection with this ABC Prize Competition that are not arbitrated as set forth above shall be brought exclusively in the state or federal courts located in New York, U.S.A and (2) consent to the exclusive jurisdiction and venue of those courts and waive any objection to such venue based on grounds of forum non conveniens. Should any part of these Official Rules be declared invalid by a court of competent jurisdiction, such invalidation should not invalidate the remaining portions of these Official Rules, and they shall remain in full force and effect. The Section headings contained herein are for convenience of reference only and shall not be considered as substantive parts of these Official Rules. In construing or interpreting these Official Rules, the word "or" shall not be construed as exclusive, and the word "including" shall not be limiting.

16. Winners List and Official Rules

A winners list will be posted on the [web site](#) until 90 days after the end of the ABC Prize Competition as determined by the announcement of Grand Prize winners. To obtain a copy of the winners list or a copy of these Official Rules, send your request along with a stamped, self-addressed envelope to: John Puskar, Frontier ABC LLC, 3 High Ridge Park, Stamford, Connecticut 06905 or telephone 203 614-5070. Requests must be received no more than 90 days after the end of ABC Prize Competition. If you have any questions regarding these Official Rules, contact us at [info\(at\)americasbestcommunities.com](mailto:info@americasbestcommunities.com).

17. Privacy

All information is collected in the United States, and the use of any personally identifiable information is subject to the terms of the Frontier Privacy Policy located at: http://frontier.com/docs/policies/policies_privacy_111711.pdf.

In addition, by submitting ABC Prize registration information and/or an application and/or other Submissions, Applicant acknowledges that FTR ABC will collect, process and use the personal data and information provided by Applicant in connection with and for the purpose of administering and promoting the ABC Prize Competition. Applicant's information also may be shared with Co-Sponsors, judges, and third party providers for the purposes of administering and promoting the ABC Prize Competition. Some information in the Applications is designated as public and will be published on the ABC Prize Competition web site and in other media, including in ABC Prize Competition marketing and promotion materials.

All application submissions will be made using the ABC Prize Competition web site located at [http:// americasbestcommunities.com](http://americasbestcommunities.com). The terms of use of this web site may be found at [http:// americasbestcommunities.com/terms](http://americasbestcommunities.com/terms).

18. Questions

Please contact: your local Frontier Communications General Manager of your municipality or john.puskar@ftr.com or telephone 203-614-5070.

Effective Date: January 20, 2016