

Intuit QuickBooks® and Mailchimp® Small Business Hero Program Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Intuit QuickBooks® and Mailchimp® Small Business Hero Program (the “Contest”) is open only to small businesses (each a “Business,” as defined below) (each a “Nominee”).

Each Business must be located in and operate in the fifty (50) United States (including the District of Columbia) and must:

- (a) have been established (meaning the actual business formation/when the Business registered with their Secretary of State) for at least one (1) year at the time of nomination;
- (b) have no more than ninety-nine (99) W-2 employees, including Business owner(s) as of the date of entry into the Contest;
- (c) be for profit or a 501(c) (3) organization;
- (d) be currently active and lawful, including but not limited to having all required licenses and registrations; and
- (e) not be a prior winner of the Intuit QuickBooks and Mailchimp Small Business Hero Program contest in the past 2 years.

An owner of the Business (“Business Owner”) (defined as an individual who founded the Business or has a financial stake in the Business) must be at least the age of majority in their state of residence. A Business Owner cannot nominate their Business in this Contest. Businesses that are owned fully or in part by employees of Intuit Inc. (“Sponsor”), Merkle Inc. (“Administrator”), their promotional agencies, and any of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible to win.

Only legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry (each a “Nominator”) will be asked to nominate Businesses. A Nominator must not have any ownership interest in the Nominee and the Business Owner or an employee of the Nominee is not a family member of the Nominator. Employees of Sponsor, Administrator, and any of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings, and children and their respective spouses, regardless of where they reside) and household members of each such employee, whether or not related, are not eligible to nominate a Business in this Contest. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited or restricted by law.

A Business is not eligible to win a prize if the Business Owner is one of the following individuals: (i) any officer or employee of a government or any department, agency, or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization, or institution in any jurisdiction; and (ii) any person or entity (a) appearing on any sanctions lists maintained by the US, Canada, the United Kingdom, Australia and or other applicable jurisdictions prohibiting transactions with certain entities, people and jurisdictions; (b) doing business in jurisdictions comprehensively sanctioned by the US, Canada, the United Kingdom, and Australia; and/or (c) who is a military end user as defined in 15 C.F.R. § 744.

2. Sponsor: Intuit Inc., 2535 Garcia Avenue, Mountain View, CA 94043. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Agreement to Official Rules: Participation in this Contest constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s and Administrator’s decisions, which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: The Contest begins on May 15, 2025 at 12:00 a.m. Eastern Time ("ET"), ends on May 15, 2026 at 11:59 p.m. ET (the "Contest Period") and consists of four (4) phases (each a "Phase"), as outlined below:

Phase	Start Date at 12:00 a.m. ET	End Date at 11:59 p.m. ET	Winner Notification Date
1	May 15, 2025	August 14, 2025	September 5, 2025
2	August 15, 2025	November 14, 2025	December 11, 2025
3	November 15, 2025	February 14, 2026	March 5, 2026
4	February 15, 2026	May 15, 2026	June 4, 2026

Administrator's computer is the official time-keeping device for the Contest.

5. How to Nominate a Business: During the Contest Period, visit <https://quickbooks.intuit.com/offers/small-business-hero-program> and follow the links and instructions to accurately complete and submit the Contest registration form, including your full name and your valid email address. You must confirm that you are at least eighteen (18) years old at the time of entry and you must also agree to these Official Rules.

Then, during the Contest Period, follow the directions to provide details related to the Nominee, including the Business name, Business city and state, their website and/or social channels, as well as the full name and valid email address for the Business Owner. Next, follow the instructions to submit a response (at least 50 words but no longer than 300 words) that explains how the Business/Nominee shows courage, perseverance, and integrity while making a positive impact in your community and describe your passion for the Business/Nominee (herein your "Submission"). Your Submission need not include any reference, positive or negative, to Sponsor's products or services. Including a reference of Sponsor's products/services in your Contest Submission will not improve your chances of winning. By uploading your Submission, you agree that it conforms to the content restrictions listed below and that Sponsor, in its sole discretion, may disqualify you if it believes that it fails to conform. If your Submission meets all requirements, your Submission will be deemed one (1) Contest entry.

Content Restrictions:

- The Submission must be in English.
- The Submission must be at least 50 words but no longer than 300 words.
- The Submission must be your original work.
- If the Submission includes references to Sponsor's products, they must be based on entrant's honest opinion and personal experience and must not convey any claims of Sponsor's products or services that would be deemed unsubstantiated, misleading or deceptive if made by Sponsor.
- The Submission must not promote illegal activities of any kind.
- The Submission must not inappropriately disparage Sponsor, or any other person or party.
- The Submission must not promote or reference alcohol, illegal drugs, marijuana, tobacco, or any activities that are or appear to be dangerous, or any political agenda.
- The Submission must not contain confidential information.
- The Submission must not contain material that is inappropriate, offensive, indecent, obscene, sexually explicit, tortious, defamatory, disparaging, slanderous or libelous.
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age.
- The Submission must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Submission is created.

Limit: Each Nominator may nominate up to five (5) separate Businesses during the Contest Period. Submissions received from any person or email address in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. In the event of a dispute relating to any Submission, Sponsor and Administrator will rely on the information submitted by the Nominator to register for this Contest. Sponsor, in its discretion, may require additional documentation from entrant to show proof of entrant's identity. Released Parties (as defined in Section 10, below) are not

responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, inaccurate, delayed, or misdirected Submissions; all of which will be void.

6. Sponsor's Use of Submissions: Uploading a Submission constitutes Nominator's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, together or separate from their name, image, and city and state of residence, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes, without additional consent, notification or compensation. Nominator may not consent to give any other person or party a license to use the Submission; however, Nominator will continue to own the Submission. If requested, Nominator will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights Nominator is granting to use the Submission.

7. Winner Determination: After the conclusion of each Phase, a panel of qualified judges determined by Sponsor in its sole discretion will determine the three (3) highest-scoring Submissions (each a "Potential Winner") from among all eligible Submissions received based on the following judging criteria. The Nominee featured in the three (3) highest-scoring Submissions per Phase will be deemed a Potential Winner.

- **Community Impact** (The Nominee has shown that it has courage, perseverance, and integrity in its community) (60%);
- **Nominator's Passion** (The Submission demonstrates a strong passion for the Nominee) (40%);

In the event of a tie, the Nominee featured in the Submission that received the highest score for Community Impact, as determined by the qualified judges, in their sole discretion, will be deemed the applicable Potential Winner from among the tied Nominees. Sponsor reserves the right to select fewer than three (3) winners per Phase, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions. Non-selected Submissions will carry over to subsequent Phase(s) to be judged. Sponsor will not disclose judging scores.

8. Winner Requirements: On or around the dates listed above in Section 4, the Business Owner for each Potential Winner will be notified by email. Business Owner will be required to sign and return a Declaration of Compliance, Liability Waiver, and, where not prohibited, a Publicity Release ("Declaration") which must be received by Administrator, within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner cannot be contacted, fails to sign and return the Declaration or provide any other requested information, within the required time period (if applicable), the Potential Winner forfeits the prize. If a Potential Winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Sponsor's sole discretion.

9. Prizes: TWELVE (12) PRIZES (Three (3) awarded per Phase): Each Prize includes a \$20,000 check to help run and grow the Business; one (1) Instagram post on @quickbooks (valued at \$3,000); one (1) Instagram post on @mailchimp (valued at \$4,000); one (1) feature on QuickBooks Blog (valued at \$500); 12 months of free QuickBooks Online Advanced (terms and conditions apply; valued at \$2,208, pricing subject to change); and 12 months of free Mailchimp Standard Marketing Plan for Tier 100,000 contacts (terms and conditions apply; valued at \$9,600, pricing subject to change). Each Prize winner must accommodate scheduled visits throughout the year from the Sponsor and will be required to agree that Sponsor and/or respective agents will be taking video or photographs and/or otherwise record aspects of the Business, Business Owner, and interviews with the Business Owner(s) ("Prize Footage"). Winner agrees that Sponsor shall own the Prize Footage and that Sponsor, and respective designees, assigns and licensees shall have the right to edit, exploit, adapt, distribute, post, create derivative works of, and otherwise use the Prize Footage, in whole or in part, and in combination with other materials, in any manner, for any advertising, promotional, trade, commercial or other purposes in any and all media, now or hereafter devised, worldwide in perpetuity, without further payment or consideration, notification or permission. Prizes will be fulfilled within 8 – 10 weeks after the end of the applicable Phase. Approximate Retail Value: \$39,308.00. Prizes are non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize (or a component thereof) for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes or withholdings and fees associated with award of the prize as required by law.

Winner will receive an IRS Form 1099 representing the total value of the prize. All prizes, gifts, and rewards and awards will be given in accordance with the Intuit Gifting Policy under the [Intuit Code of Conduct & Ethics](#). Limit: One (1) prize per Business. Winners must redeem their 12 months of free QuickBooks Online Advanced and Mailchimp Standard Marketing Plan within three (3) months of being notified as a winner. If a winner chooses to upgrade or downgrade their QuickBooks Online Advanced or Mailchimp Standard Marketing Plan during the 12-month free period, they will forfeit the remaining free period and any associated discounts. It's important to note that the 12 months of free Mailchimp will only apply to the Standard Marketing Plan; users who opt to remain on higher plans are not eligible. If the winner adds additional services, their service fees will be adjusted accordingly. Intuit will contact winners to receive their 12-month free of QuickBooks Online Advanced and Mailchimp Standard Marketing Plan.

10. Release: By participating in the Contest, each Nominator and Nominee agrees to release and hold harmless the Sponsor, Administrator, and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, 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 liability of any kind and any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, third party claims involving the right to privacy, right of publicity, or intellectual property infringement arising out of participation in the Contest or receipt or use or misuse of any prize.

Each Nominator and Nominee waives and releases the Released Parties from any and all claims now or hereafter have in any jurisdiction based on "moral rights" or "droit moral" or unfair competition with respect to the Released Parties exploitation of entries without further notification or compensation to Nominator or Nominee of any kind, and agrees not to instigate, support, maintain, or authorize any action, claim, or lawsuit against the Released Parties and each of their affiliates, licensees, or any other person in connection with this Contest, on the grounds that any use of any elements embodied in the Submission or any derivative works, infringe or violate any rights therein. Each Nominator and Nominee agrees to execute any documents that Released Parties may require to affect such grant of rights.

11. Publicity: Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use each winner's name, Business name, Business logo, Prize Footage, city, state, likeness, voice, photo, including winner's social profile photo, any information contained in the Submission, and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Nothing contained in these Official Rules obligates the licensed entities to make use of any of the rights granted herein and winner waives any right to inspect or approve any use.

12. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest if, in the Sponsor's opinion, this Contest is not capable of running as planned for any reason, or if any fraud, technical failures, human error, any other factor impairs the integrity or proper functioning of the Contest, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Contest, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winner(s) from among all non-suspect, eligible entries received up to time of such action using the judging procedure outlined above. Sponsor may also modify the prizes offered. In addition, Sponsor reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated entries. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If there is any conflict with any Contest details contained in these Official Rules and Contest details contained in contest materials (including, but not limited to, point of sale, television, radio, and print advertising, promotional packaging, and other promotional media), the details of the Contest as set forth in these Official Rules shall prevail.

13. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; (6) lost, late, unreceived, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions or failure to receive Submissions due to limitation of third-party social network platforms or (7) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third-party use of any Submission.

14. Disputes: As a condition of entering the Contest, Nominator and Nominee agree that: a.) under no circumstances will Nominator or Nominee be permitted to obtain awards for, and Nominator and Nominee hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses and any and all rights to have damages multiples or otherwise increased; b.) all causes of action arising out of or connected with this Contest, or the prizes awarded, shall be resolved individually, without resort to any form of class action; and c.) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, and in no event shall Nominator or Nominee be entitled to receive attorneys' fees or other legal costs. Sponsor reserves the right to modify prize award procedures at their discretion. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision.

Most disagreements can be resolved informally and efficiently by contacting Intuit.

YOU AND SPONSOR AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICES OR THIS AGREEMENT (A "CLAIM") WILL BE DETERMINED BY BINDING ARBITRATION, SMALL CLAIMS COURT, OR A SIMILAR DISPUTE RESOLUTION PROCEDURE OR INFORMAL COURT IN THE APPLICABLE JURISDICTION, INSTEAD OF IN COURTS OF GENERAL JURISDICTION.

A. Governing Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of participants or Sponsor in connection with the Contest shall be governed by the laws of the state of California, without giving any effect to any choice of law or conflict of law rules.

B. Notice of Claim: If you elect to seek arbitration or file a claim in Small Claims Court, you must first send to Sponsor a written Notice of your Claim ("Notice of Claim"). The Notice of Claim to Sponsor should be sent in care of our registered agent Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808. The Notice of Claim should include both the mailing address and email address you would like Sponsor to use to contact you. If Sponsor elects to seek arbitration, it will send, by certified mail, a written Notice of Claim to your address on file. A Notice of Claim, whether sent by you or by Sponsor, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific amount of damages or other relief sought.

C. Small Claims Court: Either you or Sponsor can seek to have a Claim resolved in small claims court if all the requirements of the small claims court are satisfied. Either you or Sponsor may seek to have a Claim resolved in small claims court in your county of residence or the small claims court in closest proximity to your residence, and you may also bring a claim in small claims court in the Superior Court of California, County of Santa Clara.

D. Arbitration: Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision, and that you and Sponsor are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and/or the termination of your Services.

(i) Commencing Arbitration or Small Claims Proceedings: If we do not reach an agreement to resolve the Claim within sixty (60) days after the Notice of Claim is received, you or Sponsor may commence an arbitration proceeding by filing a Demand for Arbitration or, alternatively, bringing a claim in small Claims Court. You agree that you may not commence any arbitration or file a claim in small claims court unless you and Sponsor are unable to resolve the claim within 60 days after we receive your completed Notice of Claim and you have made a good faith effort to resolve your claim directly with Sponsor during that time. If a Claim qualifies for small claims court, but a party commences an arbitration proceeding, you and Sponsor agree that either party may elect instead to have the Claim resolved in small claims court, and upon written notice of a party's election, the American Arbitration Association ("AAA")

(ii) Arbitration Proceedings: Decisions: The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The award shall be binding only among the parties and shall have no preclusive effect in any other arbitration or other proceeding involving a different party. Sponsor will not seek to recover its attorneys' fees and costs in arbitration from you unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). Judgment on any award may be entered in any court having jurisdiction. This agreement to arbitrate shall not preclude any party to the arbitration from at any time seeking injunctions or other forms of equitable relief in aid of arbitration from a court of appropriate jurisdiction including whether a Demand for Arbitration is filed in violation of this Agreement.

(iii) Injunctive and Declaratory Relief: Except as provided in Section 14(b) above, the arbitrator shall determine all issues of liability on the merits of any Claim asserted by you or Sponsor and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or Sponsor prevail on a Claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual Claims in arbitration. Before a court of competent jurisdiction issues any public injunctive relief, it shall review the factual findings of the arbitration award on which a

(iv) Arbitration Fees and Costs: Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. You are required to pay AAA's initial filing fee, but Sponsor will reimburse you for this filing fee at the conclusion of the arbitration to the extent it exceeds the fee for filing a complaint in a federal, state, province or territory court in your county/province/territory of residence or in Santa Clara County, California. If the arbitrator finds that either the substance of your Claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules and Sponsor will not reimburse your initial filing fee. The parties agree that the AAA has discretion to modify the amount or timing of any administrative or arbitration fees due under the AAA Rules where it deems appropriate, provided that such modification does not increase the AAA fees to you or Sponsor, and you and Sponsor waive any objection to such fee modification.

E. Informal Resolution: You and Sponsor agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost and mutually beneficial outcome. You and Sponsor therefore agree that, after a Notice of Claim is sent but before either you or Sponsor commence arbitration or file a claim in small claims court against the other, we will personally meet, via telephone or videoconference, in a good-faith effort to confer with each other and try to resolve informally any Claim covered by this Agreement. If you are represented by counsel, your counsel may participate in the conference as well, but you agree to fully participate in the conference. Likewise, if Sponsor is represented by counsel, its counsel may participate in the conference as well, but Sponsor agrees to have a company representative fully participate in the conference. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph.

F. Class Action Waiver: YOU AND SPONSOR AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if you have elected arbitration, unless both you and Sponsor agree otherwise, the arbitrator may not consolidate any other person's Claims with your Claims and may not otherwise preside over any form of a representative or class proceeding. If Sponsor believes that any Claim you have filed in arbitration or in court is inconsistent with the limitations in this Section (i), then you agree that Sponsor may seek an order from a court determining whether your Claim is within the scope of the Class Action Waiver. If this Class Action Waiver is found to be unenforceable, then the entirety of this Section (Disputes) shall be null and void.

15. Entrant's Personal Information: Information collected from entrant is subject to Sponsor's Privacy Policy <https://www.intuit.com/privacy/>.

16. Winner List: For a winner list, please [click here](#). The winner list will be posted after winner confirmation is complete.

17. Severability: If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

18. Affiliation & Trademarks: Intuit, Mailchimp, and QuickBooks are registered trademarks of Intuit Inc.

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