

**Sannie Overly**

*Chair*

**PRIVILEGED AND CONFIDENTIAL KENTUCKY DEMOCRATIC PARTY  
VOTER FILE REQUEST FOR VOTEBUILDER SYSTEM ACCESS**

RETURN TO: Harman Droge (Hdroge@kydemocrat.com)

Phone: 603-361-9905, Fax: 502-695-7629

Candidate Name: \_\_\_\_\_

Email: \_\_\_\_\_

Democratic Office: \_\_\_\_\_

**User agrees to the following Kentucky Democratic Party VoteBuilder Access terms and conditions:**

Under the terms of this Agreement, The Kentucky Democratic Party (KDP) shall make available to the user the program known as VoteBuilder Access. Through VoteBuilder, the user may have the ability to export and print data included in the program. The user is expressly prohibited from distributing the data to any person or entity that is not authorized by the Kentucky Democratic Party or is not a Democratic Nominee for office. The KDP will, at its discretion, grant access to candidates/campaigns that pay the required fee and agree to the terms of this agreement. Being granted access to the VoteBuilder program does not constitute endorsement by the KDP and does not guarantee access after the end date of this agreement.

The KDP for the purpose of maintaining an accurate, up-to-date database requires its users to be cognizant of, and make all efforts to be diligent in the input of information into VoteBuilder. As part of a swap agreement the state party has signed, voter contact information and volunteer recruitment is shared with the administrators of the program. The result of this is that the KDP can provide a voter file that consists of enriched data on voters, and a better end product for its users. Appendages are made to the voter file to increase its accuracy of changes of the registered voters in Kentucky. Though a system is instituted to maintain a well-regulated, accurate voter file, inaccuracies are a possibility. Thus, the licensee acknowledges and accepts that the file is provided "as is" and that the KDP shall not in any circumstances be held liable for any harm that may be incurred by the licensee from inaccuracies in the voter file.

**Votebuilder Data** The voter file consists of three sections involving 1) Public Data, 2) Private Party Data, and 3) Campaign Specific Data.

- Changes that involve public data include: phone numbers, mailing address or voter address, and party registration. Information that is updated in public data is made accessible to all campaigns immediately, and is to be treated with due diligence regarding any changes that are made.

- Private party data is centered on answers the voter has provided regarding general survey questions, activist codes, and voter identification. In regards to the Swap Agreement that the state party is obligated to uphold this information will be shared among authorized users of the state voter file as a means to improve upon future updates. The information entered in regards to the section in question, may be shared with other campaigns as deemed necessary by the KDP.
- Campaign Specific Data is in regards to active contributors to the campaign. This information is limited to volunteer contact by way of activist codes, survey questions, or notes that are entered into “myCampaign” on the VoteBuilder platform. At the conclusion of the current election cycle, this information will be archived and not widely distributed for future use. Requests for use of this information by other users will have to be approved by an authorized representative of the campaign in question. However as part of an ongoing agreement with the DNC, this information will be shared as a method to build models and scoring for future use of the national and state party.

Due to the wide transference of information among all licensed users of VoteBuilder, the KDP takes the entry of accurate information as a matter of great importance. Therefore, though the KDP acknowledges that mistakes are a possibility, the entry of inaccurate information as either a purposeful misuse of the entry granted in this agreement or as a recurring matter of improper procedure, the KDP is authorized to terminate further access to the VoteBuilder program and any fees paid by the licensee to the KDP will not be refunded.

### **Votebuilder Access**

The voter file when taken from records compiled by the State Board of Elections is processed and improved upon in a way to make it interactive and accessible to licensed users. This requires that certain technological prerequisites are met in order for the program to be used at full-functionality. Licensee accepts that if those prerequisites are not met, the KDP will be under no obligation to provide any support or refund for the diminished use of VoteBuilder due to the technology the user has present.

An authorized representative of the campaign, upon completion of this agreement and complete payment for the agreed upon sum, will be granted access that accounts for much of campaign necessities and will be referred to as the administrator of the voter file for the committee. Certain precautions are created in administrative capabilities, and will require approval by an authorized member of the KDP to administer advanced user privileges.

Further users of the Votebuilder program for the committee will be required to have their own personal access with full name attached to the account, and may request this via the KDP website. User profiles are not to be shared across different users, and protection of password information is the responsibility of the licensed user. The KDP reserves the right to require each individual user of the voter file to sign a user agreement form. If the KDP has reason to believe that the security of the login has been compromised, it reserves the right to suspend the access of

the user in question.

### **Prohibited Uses**

- Votebuilder and the information and features held within may never be used in any manner injurious to KDP, its committees, its duly elected nominees for any office or any affiliate of KDP
- Votebuilder and the information contained within is not to be used in any manner contrary to the laws of any applicable jurisdiction
- The use of Votebuilder is for political purposes only. Therefore the use of the information for commercial purposes by either the committee or any third party source has had access to this information is expressly prohibited.
- Information contained within Votebuilder is expressly the property of the KDP and the licensed committees. While information may be shared with vendors, it is the responsibility of the committee to obtain a Non-Disclosure Agreement with any third party source that been granted access. Upon the conclusion of services rendered the information is to be returned to the committee.
- All third parties that a committee has given access is required to sign the terms of this agreement before access can be given.
- The use of the voter file via VoteBuilder after one year is prohibited unless payment for voter file access is renewed. The user profile will no longer be granted access into the system and any requests for information for reporting purposes will require approval by a KDP member with administrative clearance.

User Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### **Access requested and payment to the State Party\*:**

- 1) Statewide Access, \$7500**
- 2) Congressional District Access, \$3000**
- 3) State Senate District Access, \$750**
- 4) State Representative District Access, \$500**
- 5) County Level Race, \$300 - \$750 (based on number of voters)**

### **New Accounts Gain Access**

\*Please Note: Access will be determined by the office title you seek and/or currently hold.

Paid for by the Kentucky Democratic Party and not authorized by any candidate or candidate's committee. PO Box 694,  
Frankfort KY 40602 • 190 Democrat Drive, Frankfort KY 40601 Phone 502.695.4828 • Fax 502.695.7629 •  
info@kydemocrat.com

Contributions and gifts to the Kentucky Democratic Party are not tax deductible.