



# OFFICIAL RULES

Miami/Ft. Lauderdale More Than Pink Walk - Echelon Bike Sweepstakes

**NO PURCHASE NECESSARY:** No purchase of any kind is necessary to enter or win. Making a purchase will not increase your chances of winning. Void where prohibited by law. Sweepstakes is subject to all applicable federal, state, and local laws.

**ELIGIBILITY:** Sweepstakes is open to legal residents of the United States who are 18 years of age or older at the time of entry and who are registered for the 2021 Komen Miami/Ft. Lauderdale More Than Pink Walk. Employees of Susan G. Komen ("Sponsor") and its respective officers, directors, parents, subsidiaries, affiliates, as well as their immediate family members, are not eligible to enter or win.

**HOW TO ENTER: Sweepstakes Period is January 1 through November 16, 2021 at 11:59 pm ET.** When a 2021 Komen Miami/Ft. Lauderdale More Than Pink Walk registrant raises \$1,000 USD on their event fundraising site during the sweepstakes period, they will be entered into a drawing for a chance to win an Echelon Fitness bike.

For alternative method of entry, mail a 3 in. by 5 in. notecard to Sponsor's address, including full name, mailing address, and valid email address that will be received by Sponsor on or before November 9, 2021. Limit of one entry per person throughout the sweepstakes period.

Additional entries will not be eligible to enter.

**PRIZE DESCRIPTION:** One winner will receive an Echelon Fitness Bike (ARV \$899 USD).

**WINNER SELECTION:** All eligible entries submitted during the sweepstakes period will be entered. One winner will be randomly drawn on or about November 17, 2021. Odds of winning depend on the number of eligible entries received for the sweepstakes. Limit one prize per individual.

**WINNER NOTIFICATION:** The winner will be announced on the event Facebook page on or about 12:00 pm ET. The winner will also be called at the phone number that was provided at registration. Winner has three business days to claim their prize and confirm their shipping address. If the winner fails to timely claim the prize, then it is forfeited. It is within the discretion of Sponsor to select alternate winners if the prize is forfeited but is not required to do so. Winner's shipping address will be shared with Echelon Fitness in order to ship the prize to winner. Sponsor is not responsible for updating winner's address or contact information.

**GENERAL TERMS & CONDITIONS:** All entrants must meet the eligibility requirements set forth in these Official Rules in order to qualify for the prize. By participating, each entrant agrees to:



- (1) Abide by these Official Rules and decisions of Sponsor, which shall be final in all respects relating to this sweepstakes;
- (2) Release, discharge and hold harmless Sponsor, and their respective parents, affiliates, subsidiaries, and advertising and sweepstakes agencies, and the respective officers, directors, shareholders, employees, agents and representatives; and
- (3) Acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding.

In the event of a dispute regarding entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of entry will be deemed to be the entrant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses.

Odds of winning a prize depend on the number of eligible entries received during the Sweepstakes Period. Any attempt by an entrant to obtain more than the stated number of entries by using multiple/different identities, and/or any other methods will void that entrant's entry and that entrant may be disqualified from the sweepstakes.

By accepting the prize, winner agrees to abide by any terms, conditions and restrictions related to the prize. Prize redemption subject to further terms and conditions. Prizes that can be shipped shall be mailed to the Winner's address used for registering for the sweepstakes within six (6) weeks of the conclusion of the Sweepstakes Period.

Prize cannot be resold, traded, or auctioned and has no cash redemption equivalent. If the actual value of a prize is less than previously stated, the difference will not be awarded. Prize must be accepted as awarded. No substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize or any component thereof for one of equal or greater value if the designated prize or any component thereof should become unavailable for any reason. All expenses, travel costs, incidentals, or other costs not expressly stated in the Prize Descriptions, including but not limited to, airfare, ground transportation, meals, incidentals, gratuities, service charges or facility charges, personal charges at lodging, fees, taxes, or other expenses are the responsibility solely of winner. Other restrictions may apply.

If for any reason the sweepstakes is not capable of running as planned, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and selected winners from among all eligible entries prior to the cancellation. Persons found tampering with or abusing any aspect of the Sweepstakes, or whom Sponsor believes to be causing malfunction or error, disruption or damage will be disqualified. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors.

Sponsor is not responsible for any entry that is lost, late, illegible, stolen, mutilated, incomplete, invalid, unintelligible, postage-due, misdirected or undeliverable, whether due to system errors, omissions, interruption, deletions, defects, delay in operations or transmissions, theft or destruction or failures, faulty transmissions or other telecommunications malfunctions, human error, entries



not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor. Sponsor is also not responsible for any communication to a Winner that is not received by the Winner in time to redeem their prize.

Sponsor's failure to enforce any term or condition of these Official Rules does not constitute a waiver of these provisions.

**RELEASE & LIMITATION OF LIABILITY:** By participating, winners agree to release and hold harmless Sponsor, prize providers, their advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, "Released Parties"), from any and all liability, for loss, harm, damage, injury, illness, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with the possession, acceptance and/or use or misuse of prize.

In connection with any involvement and/or activities related to the prize, each winner does hereby:

- (1) Acknowledge and accept sole responsibility for all of the hazards and risks to him/herself and his/her property associated with or related to participation and for any damage, illness, or injury that he/she may cause to others;
- (2) Acknowledge and assume all risk and danger incidental to participation in events in connection with the prize; and
- (3) Release, waive and forever discharge any and all claims of damages or causes of action, including but not limited to, death, personal injury or loss or damage to property, which he/she or any of his/her representatives, heirs, next of kin or assignees (collectively "Representatives") may have or which may hereinafter accrue to him/her or his/her Representatives as a result of participating or otherwise which may be asserted by his/her or his/her Representatives against the Released, whether caused by the acts, omissions or negligence of the Released Parties or by any other person or entity.

Sponsor reserves the right to request from any entrant additional documentation it reasonably believes is necessary to validate any entry or to award the prize. Without limitation, Sponsor shall not be liable for any failure to deliver prize due to winner's failure to accept delivery, to meet any of his or her obligations hereunder or due to the submission of any false, inaccurate or misleading information.

**ENTRANTS RELEASE OF LIABILITY AND WAIVER:**

**BY PARTICIPATING IN ANY ASPECT OF THE SWEEPSTAKES, YOU AGREE TO THE FULL EXTENT PERMITTED BY LAW TO RELEASE AND HOLD HARMLESS SPONSOR AND THE RELEASED PARTIES FROM AND AGAINST ANY CLAIM OR CAUSE OF**



ACTION ARISING OUT OF PARTICIPATION IN ANY PART OF THE SWEEPSTAKES OR RECEIPT OR USE OF ANY PRIZE, INCLUDING PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. YOU FURTHER AGREE THAT IN ANY CAUSE OF ACTION, THE RELEASED PARTIES' LIABILITY WILL BE LIMITED TO THE COST OF PARTICIPATING IN THE SWEEPSTAKES, AND IN NO EVENT SHALL ANY OF THE RELEASED PARTIES BE LIABLE FOR ATTORNEYS' FEES, PUNITIVE, CONSEQUENTIAL, DIRECT OR INDIRECT DAMAGES, AND YOU WAIVE THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER. YOU HEREBY WAIVE ALL RIGHTS AND RELEASE EACH OF THE RELEASED PARTIES FROM ANY CLAIM OR CAUSE OF ACTION, WHETHER NOW KNOWN OR UNKNOWN, OF ANY KIND, INCLUDING BUT NOT LIMITED TO DEFAMATION, INVASION OF RIGHT TO PRIVACY, PUBLICITY OR PERSONALITY OR ANY SIMILAR MATTER, RELATING TO THE SWEEPSTAKES, THE OPERATION THEREOF, OR ANY SUBMISSION, OR BASED UPON OR RELATING TO THE USE AND EXPLOITATION OF THE ENTRIES AS CONTEMPLATED HEREIN, OR USE IN SWEEPSTAKES SITE FORM, EITHER INTENTIONALLY OR OTHERWISE. YOU HEREBY REPRESENT AND WARRANT THAT YOU HAVE READ THESE OFFICIAL RULES AND ARE FULLY FAMILIAR WITH THEIR CONTENTS.

**PRIVACY:** Sponsor will be collecting personal data about entrants. By participating in the Sweepstakes, you hereby agree to the collection and usage of your personal information by Sponsor. To redeem prizes, Sponsor will also release winner's information to partners who have fulfilled prizes. To learn more about how Sponsor uses this information, review the Privacy Policy on [Komen.org](http://Komen.org).

**CHOICE OF LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and Sponsor in connection with this Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of Texas, without regard to conflict of law principles. Should there be a conflict between the laws of the State of Texas and any other laws, the conflict will be resolved in favor of the laws of the State of Texas. All judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this sweepstakes and shall not include any indirect, punitive, incidental and/or consequential damages.

**SPONSOR:** Susan G. Komen, ATTN: Miami/Ft Lauderdale, 13770 Noel Road, Suite 801889 Dallas, TX 75380.

For a complete list of winners, mail request with a self-addressed stamped envelope to Sponsor. Susan G. Komen is a 501(c)(3) non-profit organization.