

2021 Susan G. Komen Miami/Ft. Lauderdale MORE THAN PINK Walk
Fundraising Contest
Official Rules

Void where prohibited by law. This contest is subject to all applicable federal, state, and local laws.

ELIGIBILITY: This contest 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 participants for the Susan G. Komen Miami/Ft. Lauderdale 2021 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 & WIN: The contest period begins on January 1st and ends on October 10th at 11:59 pm EST. During the contest period, when you are the top individual fund raiser or the team captain of the top team fundraiser as reflected on the race page, you will win a one night stay at the Intercontinental Miami hotel on October 25, 2021.

In the event of a tie, the first in time to raise the amount will win. In the event that the team captain winner and individual winner are the same person, the individual who has raised the second top amount during the contest period wins.

PRIZE DESCRIPTION: Each winner will receive a one night stay at the Intercontinental Miami hotel (InterContinental Miami, 100 Chopin Plaza Miami, FL 33131) for the night of October 15, 2021. (ARV \$350 USD). Prize is for one standard room for one night, checking in October 15, 2021 and checking out October 16, 2021. Winner will be required to provide a credit card and ID at check in. Winner must be of age to check in. Prize does not include travel, incidentals, room service, food, valet, parking, or any other charges or costs. Such costs are solely the responsibility of the winner. Prize is subject to other terms and conditions from the InterContinental Miami.

WINNER NOTIFICATION & ACCEPTANCE OF PRIZE: Winners will be notified through the 2021 Komen Miami/Ft. Lauderdale MORE THAN PINK Walk Facebook Group page and by the phone number used for registration. Winner must accept the prize within 48 hours after the Facebook Group page post. If winner should fail to timely accept prize, Sponsor has the discretion to disqualify winner and award prize to the next highest fundraiser.

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

- (1) Abide by these Official Rules and decisions of Sponsor, which shall be final in all respects relating to this contest;
- (2) Release, discharge and hold harmless Sponsor, and its respective parents, affiliates, subsidiaries, and advertising and contest 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.

If for any reason the contest is not capable of running as planned, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the contest and select winners from among all eligible entries prior to the cancellation. Persons found tampering with or abusing any aspect of the contest, 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 Sponsors.

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. Other restrictions may apply. All prizes are subject to change and/or cancellation. If applicable, an IRS Form 1099 for the fair market value of the prize will be filed and a copy provided to each winner. Each winner must provide Sponsor with his or her social security number so that the Form 1099 can be provided. All applicable federal, state, local and other taxes and fees associated with the prize and expenses not stated related to acceptance and use of a prize are solely the responsibility of the winner.

Sponsors' 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, 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 participant 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 CONTEST, 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 CONTEST 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 CONTEST, 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 CONTEST, 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 CONTEST 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: By participating in the contest, participants hereby agree and acknowledge that personal information submitted with and in relation to an entry may be collected, processed, stored and otherwise used by Sponsors for the purpose of conducting and administering the contest. Information collected from participants is subject to Sponsor's privacy policies which can be found on Sponsor's websites.

CHOICE OF LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants and Sponsor in connection with this contest, 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 contest and shall not include any indirect, punitive, incidental and/or consequential damages.

SPONSOR:

Susan G. Komen, ATTN Miami/Ft. Lauderdale, PO Box 801889, Dallas, TX 75380

Susan G. Komen is a 501(c)(3) non-profit organization.

For a complete list of winners, send a self-addressed stamped envelope to Susan G. Komen no later than December 31, 2021.