

## WEST PALM BEACH MORE THAN PINK WALK

### August Sweepstakes

#### Official Rules

**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. This sweepstakes is subject to all applicable federal, state, and local laws.

**ELIGIBILITY:** Sweepstakes is open to legal residents of the United States who are registered for the West Palm Beach MORE THAN PINK Walk and are 18 years of age or older at the time of entry. 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. Entrants may need to provide proof of residency. All entries should be submitted in good faith.

**HOW TO ENTER:** Sweepstakes period is Thursday, August 12 10:00 am – Tuesday, August 31, 2021 11:59 pm.

When participants register for the West Palm Beach MORE THAN PINK Walk before August 31, 2021, they will automatically be entered to win a f Kendra Scott Jewelry necklace.

For alternate means of entry, an individual may send a self-addressed envelope to Sponsor and include within the letter the name of the sweepstakes, the name of the drawing under "How to Enter," the statement "I acknowledge that I have read, understand and agree to the Official Rules," first name, last name, phone number and a valid email address. Entry must be received no later than August 27, 2021 to be valid.

Entries must be complete to be eligible. Limit one entry per individual per drawing.

#### **PRIZE DESCRIPTION:**

Kendra Scott Jewelry necklace. The approximate retail value of the prize is \$70 USD.

**WINNER SELECTION:** All eligible entries submitted during the sweepstakes period will be entered into the drawing on September 1, 2021. One (1) winner will be randomly drawn from all eligible entries. Odds of winning depend on the number of eligible entries received for the sweepstakes.

**WINNER NOTIFICATION:** The winner will be contacted via the email address provided to the Sponsor in the winner's site registration. To claim the prize, the winner must accept the prize within three business days after the first notification by Sponsor. Failure to timely claim the prize will result in disqualification. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Alternate winners will only have three business days to claim the prize. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

**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 its 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.

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.

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 select 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 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. Prize is subject to change and/or cancellation. 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 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:** By participating in the sweepstakes, entrants 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 Sweepstakes. Information collected from entrants 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 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 South FL Development Manager, 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.