

PUGET SOUND HEART WALK T-SHIRT CONTEST RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. VALID IN THE US STATE OF WASHINGTON ONLY. ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

The PUGET SOUND HEART WALK T-SHIRT CONTEST (the "Contest") is designed to challenge ("Entrant(s)" or "You") to use your creativity to create a team T-shirt design showcasing the mission of the American Heart Association to build healthier lives, free of cardiovascular diseases and stroke. The winning entries and prizes will be awarded in accordance with these Official Rules (the "Rules").

1. **BINDING AGREEMENT:** To enter the Contest, you must agree to the Rules. That means You must read these Rules and confirm that you understand and agree to the Rules. You agree that contributing an entry in the Contest constitutes agreement to these Rules. You may not submit an entry to the Contest and are not eligible to receive the prizes described in these Rules unless you agree to these Rules. These Rules form a binding legal agreement between you and the American Heart Association, Inc., ("AHA") with respect to the Contest.

2. **ELIGIBILITY:** To be eligible to enter the Contest, an Entrant must: (a) be a valid resident (i.e. must be able to show proof of legal residence) of the U.S. State of Washington, and (b) at least eighteen (18) years of age. This Contest is void where prohibited by law. Previous winners, employees, interns, contractors, directors, officers, employees of advertising and promotion agencies, representatives, and agents of AHA, and immediate family members (parents, siblings, children, spouses, and life partners of each, regardless of where they live) and members of the households (whether related or not) of such employees, officers and directors are ineligible to participate in this Contest.

3. **CONTEST PERIOD:** The Contest begins on Monday, July 31, 2017, 12:00 am Pacific Time (PT) and ends on Saturday, October 14, 2017, 11:00 am Pacific Time (PT) ("Contest Period"). All dates are subject to change. Your entry must be submitted by 4:00 pm Pacific Time (PT), Friday, September 22, 2017.

4. **HOW TO ENTER:** NO PURCHASE NECESSARY TO ENTER OR WIN. To enter the Contest, submit a photo of your 2017 Heart Walk t-shirt design, no larger than 8MB in size, via e-mail to king.walk@heart.org. You must submit your name, your e-mail address, your daytime phone number, and your company name (if applicable) along with a photo of your 2017 Heart Walk T-shirt design showcasing the mission of the American Heart Association to build healthier lives, free of cardiovascular diseases and stroke ("Entry").

The T-Shirt design must meet the "Design Requirements," described below. Odds of winning depend on the number of entries received.

Once your Entry is fully complete, email your Entry to king.walk@heart.org. Please be sure to follow the all instructions. AHA is not responsible for illegible or incorrectly submitted entries. Entries received without a completed Entry will be disqualified.

5. **LIMIT ONE (1) ENTRY PER ENTRANT.** Subsequent entries will be disqualified. To be considered for the Contest, entries must be: (i) complete (as determined by AHA); (ii) received by 4:00 pm Pacific Time, Friday, September 22, 2017; and (iii) in English (unless otherwise specified). Machine or computer-generated mass entries will be disqualified. Any submission not meeting the mentioned criteria will be disqualified. AHA accepts no responsibility for submissions lost, delayed, damaged, defaced, or mislaid,

howsoever caused. All entries will be considered made by the Entrant at the time of submission.

6. DESIGN REQUIREMENTS. The Design must meet the following criteria ("Design Requirements"):

- a. Must not contain AHA logos or trademarks.
- b. Must be an original, unpublished work that does not contain, incorporate, or otherwise use any content, material, or element that is owned by a third party or entity.
- c. Must not contain any content, material or element that displays any third-party advertising, slogan, logo, trademark or otherwise indicates a sponsorship or endorsement by a third party, commercial entity or that is not within the spirit of the Contest, as determined by AHA, in its sole discretion.
- d. Must not contain any content, element, or material that violates a third party's publicity, privacy or intellectual property rights.
- e. Must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, indecent, sexual, profane, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the Contest.
- f. Must not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to all applicable federal, state, or local laws and regulation including the laws or regulations in any state where the art and supporting statement are created.
- g. Must not be the subject of any actual or threatened litigation or claim.
- h. Must not include any disparaging remarks relating to AHA or any third party.
- i. Must showcase the mission of the American Heart Association to build healthier lives, free of cardiovascular diseases and stroke.
- j. If your design is chosen, you must be willing to sign and agree to a privacy and/or publicity release, and agree to have your efforts recognized.

7. JUDGING: Each entry will be evaluated and scored based on the Design Requirements and the following criteria ("Criteria"): (i) Originality, (ii) message delivered by submission, and (iii) faithfulness to the Design Requirements. Completed and eligible Entries that meet the Criteria will be posted on American Heart Association's Puget Sound division South Sound Facebook page ([Facebook.com/AHAPugetSound](https://www.facebook.com/AHAPugetSound)) for on-line voting. The contest winner will be determined by the number of votes or "likes" received on the Puget Sound Facebook page during the posting period from Wednesday, September 27, 2017 through Friday, October 6, 2017.

This contest is in no way sponsored, endorsed or administered by, or associated with, Facebook.

8. TIE BREAKER: In the event of a tie, AHA will re-evaluate the tied entries until the tie is broken, or the entries may be put up for a re-vote until the tie is broken.

9. THE JUDGES: AHA staff, if required.

10. NOTIFICATION OF WINNERS. The Winner(s) will be notified by telephone and/or email, at AHA's discretion, on or about October 9, 2017. If a winner does not respond to the notification attempt within three (3) days from the first notification attempt, then such winner may be disqualified and an alternate winner will be selected from among all eligible entries received based on the judging Criteria described herein. With respect to notification by telephone, such notification will be deemed given when the winner

engages in a live conversation with AHA or when a message is left on the winner's voicemail service or answering machine by the AHA, whichever occurs first. Decisions of the judges are final and binding. In the event there are not enough eligible entries, not all prizes will be awarded. If a winner is unable for whatever reason to accept their prize, then AHA reserves the right to award the prize to another entrant.

If a winner does not respond to the notification attempt within three (3) days from the first notification attempt, then such winner may be disqualified and an alternate winner will be selected from among all eligible entries received based on the judging Criteria described herein. With respect to notification by telephone, such notification will be deemed given when the winner engages in a live conversation with AHA or when a message is left on the winner's voicemail service or answering machine by the AHA, whichever occurs first.

The prize will be awarded within approximately ten (10) days of the winner's complete response to notification. AHA makes no warranties regarding prizes. Prizes are not transferable and winners have no right of substitution (in cash or otherwise). AHA reserves the right to substitute a prize of equal or greater value in the event of unavailability.

11. DECISIONS OF THE JUDGES ARE FINAL AND BINDING. In the event there are not enough eligible entries, not all prizes will be awarded. If a winner is unable for whatever reason to accept their prize, then AHA reserves the right to award the prize to another entrant. Decisions of the judges are final and binding. If there are not enough eligible entries, not all prizes will be awarded. If a winner is unable for whatever reason to accept their prize, then AHA reserves the right to award the prize to another entrant.

12. VALIDATION AND VERIFICATION: Becoming a winner is subject to validation and verification of eligibility and compliance with all the terms and conditions set forth in these Rules. If a winner is disqualified for any reason, the entry that received the next highest total score will be chosen as the winner. Except where prohibited by law, each winner may be required to sign and return an Affidavit of Eligibility and Liability and Publicity Release and provide any additional information that may be required by AHA. If required, winners must return all such required documents as instructed within forty-eight (48) hours following attempted notification or such winner will be deemed to have forfeited the prize and another winner may be selected based on the judging Criteria described herein. All notification requirements, as well as other requirements within these Rules, will be strictly enforced. Determinations of Judges are final and binding. All winners agree to keep the entry strictly confidential between submission and the entry's final launch.

AHA may require the winners to execute an affidavit of eligibility, publicity release (except where prohibited), liability waiver and/or IRS Form W-9 (if required by IRS regulations) prior to the delivery of any prize (collectively, "Affidavit"). All federal, state and local laws and regulations apply.

13. PRIZE: The Prize includes: a 2017 Heart Walk T-Shirt contest winner certificate and recognition on-stage at the Puget Sound Heart Walk on Saturday, October 14, 2017 at Seattle Center in Seattle, WA (attendance permitting).

The verifiable retail value of the prize is: \$10.00

AHA reserves the right to substitute a prize, in whole or in part, of equal or greater monetary value if a prize cannot be awarded, in whole or in part, as described for any reason. Value is subject to market conditions, which can fluctuate and any difference between actual market value and actual retail value

will not be awarded. The prize(s) may be subject to restrictions and/or licenses and may require additional hardware, software, service, or maintenance to use. The winner will bear all responsibility for use of the prize(s) in compliance with any conditions imposed by such manufacturer(s), and any additional costs associated with its use, service, or maintenance. AHA has not made and is not responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to the prize(s), regarding the use, value or enjoyment of the prize(s), including, without limitation, its quality, mechanical condition, merchantability, or fitness for a particular purpose, with the exception of any standard manufacturer's warranty that may apply to the prize or any components thereto.

If you receive a rain check in lieu of the prize, you are entitled by law to receive the prize, an item of equal or greater value, or the cash equivalent of the offered prize within thirty days of the date on which you claimed the prize.

14. TAXES: AWARDS OF PRIZES TO WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO AHA ALL DOCUMENTATION REQUESTED BY AHA TO PERMIT IT TO COMPLY WITH ALL APPLICABLE STATE, FEDERAL AND LOCAL TAX REPORTING. ALL PRIZES WILL BE NET OF ANY TAXES AHA IS REQUIRED BY LAW TO WITHHOLD. TO THE EXTENT PERMITTED BY LAW, ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS. To receive a prize, winners may be asked to submit tax documentation requested by AHA or otherwise required by applicable law, to AHA or a representative for AHA or the relevant tax authority, all as determined by applicable law. If a winner fails to provide such documentation or comply with such laws, the prize may be forfeited and AHA may, in its sole discretion, select an alternate winner.

15. INTELLECTUAL PROPERTY RIGHTS: As between AHA and the Entrant, the Entrant retains ownership of all intellectual and industrial property rights (including moral rights) in and to the entry (excluding AHA's rights in the AHA logo/trademark). As a condition of entry, Entrant grants AHA a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display the entry for any purpose, including display on the AHA website, without any attribution or compensation to Entrant. Entries will not be returned. AHA retains all rights in the AHA products and services and entered and an entry does not serve to transfer any AHA intellectual property rights to the Entrant.

16. PRIVACY: Entrants agree and acknowledge that personal data submitted with an entry, including name, mailing address, phone number, and email address may be collected, processed, stored and otherwise used by AHA and its affiliates for the purposes of conducting and administering the Contest. All personal information that is collected is subject to AHA's Privacy Policy, http://www.heart.org/HEARTORG/General/Privacy-Policy_UCM_300371_Article.jsp#.Wlt3ME2QzyA.

17. PUBLICITY: By entering the Contest, Entrants agree to participate in any media or promotional activity resulting from the Contest as reasonably requested by AHA at AHA's expense and agree and consent to use of their name and/or likeness by AHA. AHA will contact Entrants in advance of any AHA-sponsored media request for interviews. Entries may also be used for press and media purposes and Entrant agrees to waive any rights and not assert any intellectual property rights that Entrant has or may have in the entry. AHA reserves the right to publish the name and likeness of the Winners on our website or through other media for publicity purposes.

18. **WARRANTY:** Each Entrant warrants that an entry is his or her own original work, that he or she is the sole and exclusive owner and rights' holder of the submitted entry, and that he or she has the right to submit the entry in the Contest and grant all required licenses. Each Entrant agrees not to submit any entry that: (a) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, trade names, industrial designs, patent, trade secret, privacy, publicity or confidentiality obligations; or (b) otherwise violates applicable state, federal, or local law.

19. **INDEMNIFICATION:** To the maximum extent permitted by law, an Entrant indemnifies and agrees to keep indemnified AHA and FACEBOOK at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, Entrant agrees to defend, indemnify and hold harmless AHA and FACEBOOK from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or accruing from: (i) any entry or other material uploaded or otherwise provided by Entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (ii) any misrepresentation made by Entrant in connection with the Contest; (iii) any non-compliance by Entrant with these Rules; (iv) claims brought by persons or entities other than the parties to these Rules arising from or related to Entrant's involvement with the Contest; (v) acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in the Contest; (vi) any malfunction or other problem with the email in relation to the entry and participation in the Contest by Entrant; (vii) any error in the collection, processing, or retention of entry or voting information in relation to the entry and participation in the Contest by Entrant and in the voting process by consumers, if applicable; or (viii) any typographical or other error in the printing, offering or announcement of any prize or winners in relation to the entry and participation in the Contest by Entrant.

20. **ELIMINATION:** Any false information provided within the context of the Contest by Entrant concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these Rules or the like may result in the immediate elimination of the entrant from the Contest.

AHA reserves the right, in its sole discretion, to disqualify any Entrant who submits an entry that does not meet the Design Requirements. Incomplete entries or entries not complying with these Rules are subject to disqualification. AHA reserves the right to disqualify any Entrant from the Contest if, in AHA's sole discretion, it believes that the Entrant has attempted to undermine the legitimate operation of the Contest.

21. **INTERNET AND DISCLAIMER:** AHA is not responsible for any malfunction of email or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed entry due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or email, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit Entrant's/consumer's ability to participate/vote respectively. AHA is not responsible for the policies, actions, or inactions of others, which might prevent Entrant from entering, participating,

and/or claiming a prize in this Contest. AHA's failure to enforce any term of these Rules will not constitute a waiver of that or any other provision.

22. RIGHT TO CANCEL, MODIFY, OR DISQUALIFY: If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, AHA reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Contest. AHA reserves the right to disqualify Entrants who violate the rules or interfere with this Contest in any manner. If an Entrant is disqualified, AHA reserves the right to terminate that Entrant's eligibility to participate in the Contest. AHA further reserves the right to disqualify any Entrant who tampers with the submission process or any other part of the Contest. Any attempt by an Entrant to deliberately damage any web site, or undermine the legitimate operation of the Contest is a violation and if such an attempt is made, AHA reserves the right to seek damages from any such Entrant to the fullest extent of the applicable law.

23. NOT AN OFFER OR CONTRACT OF EMPLOYMENT: Under no circumstances will the submission of an entry into the Contest, the awarding of a prize, or anything in these Rules be construed as an offer or contract of employment with AHA. You acknowledge that You submitted your entry voluntarily and not in confidence or in trust. Entrants acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between Entrant and AHA and that no such relationship is established by Entrant's submission of an entry under these Rules.

24. FACEBOOK: THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK.

25. WINNER'S LIST: You may request a list of winners after Monday, October 16, 2017 by sending an email to valerie.koch@heart.org.

26. SPONSOR: the American Heart Association, Puget Sound Division, 710 2nd Avenue Ste # 900, Seattle, WA 99104.