

## **2021 Triangle Heart Walk Online Challenge - Rules**

The 2021 Triangle Heart Walk Online Challenge (the “Challenge”) is a volunteer-based fundraising program conducted by American Heart Association, Inc. (“AHA”). These Rules apply to all participants. The Sponsor shall make all determinations as to whether the Rules have been complied with, and the decision of the Sponsor as to any issue is final.

Sponsors: AHA is the Sponsor of this Challenge.

Eligibility: No purchase is necessary to participate in the Challenge. Participants must be at least eighteen (18) years of age as of the date of entry. The Challenge is open those who have registered for the Challenge and satisfy all of the entry requirements. Employees of AHA and their immediate family are not eligible to win. THIS CHALLENGE IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

For this purpose, “immediate family” includes the spouse, parents, grandparents, great-grandparents, brothers, sisters, children, grandchildren, and great-grandchildren of the employee and his/her spouse. This definition also includes a) “step” and adoptive relationships, b) individuals for whom an employee is the current legal guardian and c) individuals who are not legally related but who reside with an employee.

Time: The Challenge starts at 12:01 am on June 18, 2021 (all times Eastern Time) and ends on 12:00 pm June 30, 2021. (the “Challenge Period”). All entries must be received during the Challenge Period.

Entry: Participants may enter the Challenge by visiting the 2021 Triangle Heart Walk website at [https://www2.heart.org/site/TR/HeartWalk/GSA-GreaterSoutheastAffiliate?pg=entry&fr\\_id=6079](https://www2.heart.org/site/TR/HeartWalk/GSA-GreaterSoutheastAffiliate?pg=entry&fr_id=6079) and registering to become an event participant. By registering, the participant will receive one entry into the Challenge.

Participants may also enter the Challenge without registering to be a 2021 Triangle Heart Walk participant, or making donations, by mailing their name, address and email address to AHA at 5001 S. Miami Blvd., Suite 300, Durham, NC 27703. All mail-in entries must be received during the Challenge Period. Limit one entry per outer envelope.

The odds of winning the Challenge depend on the total number of eligible entries. A donation will not improve your chances of winning. By participating in the Challenge, each participant fully and unconditionally agrees to, and accepts these, Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Challenge.

Determination of Winner: There will be one winner (the “Winner,” each a “Winner”) of the Challenge. The Winner will be determined by random drawing on July 1, 2021 and who satisfy the entry requirements above. The Winner will be notified on July 1, 2021 by e-mail and subsequently announced to the public. The Winner need not be present to win. The determination of the Winner by Sponsor is final and binding on all participants. The Prize may be forfeited and awarded to an alternative winner if a Winner does not respond within seven (7) days of notification or if two (2) attempts to contact a Winner by phone and/or email are not successful. The alternate winner will be determined by random drawing. The Prizes are not transferable.

Prize: There is one (1) prize (each, a “Prize”) that consists of an Amazon gift card valued at \$100.00

Taxes: The Winner is responsible for paying all federal, state, and local income and other applicable taxes due in connection with receipt of the Prize.

Consent to Publicity: Except where prohibited by law, by accepting the Prize, the Winner consents to Sponsor's use of his or her name and/or photograph in any publicity, publications, promotional and marketing material, advertising, and any other print materials, web pages, electronic or other communications published or distributed by Sponsor without compensation and without notice and agrees to sign an agreement to this effect.

Miscellaneous Conditions: In the event that the operation or administration of the Challenge is impaired or prevented in any way for any reason, including, but not limited to fraud, change of condition, or other technical problems, the Sponsor may in their sole discretion, either: (a) terminate the Challenge; (b) suspend the Challenge to address the impairment and then resume the Challenge in a manner that best conforms to the spirit of these Rules; and/or (c) substitute other prizes for any prize set forth in these Rules that becomes unavailable for any reason. The Sponsor reserves the right in its sole discretion to disqualify any individual found to be tampering with the entry process or the operation of the Challenge or acting in violation of these Rules. Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that or any other provision. Information provided by you for this Challenge is subject to Sponsor's privacy policy.

Sponsor is not responsible for: (i) electronic transmissions that are lost, late, stolen, incomplete, damaged or misdirected; (ii) any problems or technical malfunctions, errors, omissions, deletions, defects, communication failures or (iii) causes beyond the Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of the Challenge. Sponsor will not be responsible if weather conditions, event cancellations, acts of God or other circumstances beyond their control prevent the Prize or the Challenge from taking place.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Challenge. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRIZES ARE PROVIDED ON AN "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR AND/OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSIONS OF IMPLIED WARRANTIES SO SOME OF THE LIMITATIONS OR EXCLUSIONS IN THIS SECTION MAY NOT APPLY IN SUCH JURISDICTIONS.

By participating in the Challenge, participants agree to release, discharge and hold harmless Sponsor and each of their affiliates, directors, officers, employees, and agents from and against any and all injuries, claims, losses, damages, actions and/or liability arising out of or in connection with, directly or indirectly, participation in and/or entry into the Challenge or acceptance, delivery, possession, use or misuse of any prize received in this Challenge. The determinations of the Sponsor are final and binding with respect to any matter arising out of the interpretation or application of these Rules.

Personal information collected in connection with the Challenge will be used in accordance with AHA's privacy policy, available at [http://www.heart.org/HEARTORG/General/Privacy-Policy\\_UCM\\_300371\\_Article.jsp#.WpBI8oPwaUk](http://www.heart.org/HEARTORG/General/Privacy-Policy_UCM_300371_Article.jsp#.WpBI8oPwaUk).

For a list of winners, send a hand-written, self-addressed, stamped envelope to American Heart Association, Triangle Heart Walk, 5001 S. Miami Blvd, Suite 300, Durham, NC 27703 by July 31, 2021