

American Heart Association
43rd Annual American Heart Association Beach Ride Trailer Pull

The **43rd Annual American Heart Association Beach Ride Trailer Pull (“Event”) Sweepstakes** (“Sweepstakes”) is a volunteer-based program conducted by American Heart Association, Inc. (“AHA” and/or “Sponsor”) in support of its mission to be a relentless force for a world of longer, healthier lives. These rules (the “Rules”) apply to all participants. The Sponsor will make all determinations as to whether the Rules have been complied with, and the decision of the Sponsor as to any issue is final.

Sponsor: AHA is the Sponsor of this Sweepstakes.

Eligibility: **No purchase or donation is necessary to participate in the Sweepstakes.** Participation is open only to legal residents of the 50 United States or the District of Columbia who are 18 years of age or older as of the date of entry who are attending the Event. Employees, officers, or directors of AHA and their immediate family members are not eligible to win.

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. **THE SWEEPSTAKES IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

Entry: Participants can enter the Sweepstakes during the Sweepstakes Period by raising at least \$1,000 US prior to the end of the Event. Participants will receive one entry per \$1,000 US raised for the Event at the Lakewood Camping Resort in Myrtle Beach, South Carolina. Alternatively, for one free entry a participant can provide their Entry and contact information and email it to myrtlebeachsc@heart.org.

No Limit of entries per person.

Time: The Sweepstakes starts at 8:00 a.m. (all times Eastern Time) May 13, 2024 and ends at 4:00 pm on November 9, 2024 (the “Sweepstakes Period”). All entries must be received by AHA during the Sweepstakes Period.

Prizes: One 14x6 Valley Stock Trailer worth an approximate retail value of \$8,350 US; there is 1 Prize.

The actual values may be more or less. The odds of winning are dependent on the number of entries.

Determination of Winner: There will be 1 winner (“Winner”) of the Sweepstakes. The Sponsor of the Event will randomly draw an entry. Participants must be present to win. The Winner will be notified at the Event. The selection of the Winner by Sponsor is final and binding on all participants.

Taxes: The value of either Prize is includible in the Winner’s income. Sponsor may be required to report the value of a Prize to the Internal Revenue Service. A Winner is responsible for paying all federal, state, and local income and other applicable taxes due in connection with receipt of a Prize, if any.

Consent to Publicity. By entering the Sweepstakes, each Winner consents to Sponsor’s use of the Winner’s name, voice, likeness, Social media handles (including but not limited to Twitter, Instagram, and Tiktok) 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 AHA 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 Sweepstakes 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 its sole discretion, either: (a) terminate the Sweepstakes; (b) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes 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 Sweepstakes or acting in violation of these Rules. Failure to execute and return the Winner Notification Agreement and accept a prize, timely, and pursuant to the terms stated therein, will result in such Winner's automatic forfeiture of Winner's prize with no substitution or alternative prize available.

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 Sweepstakes. Sponsor will not be responsible if weather conditions, event cancellations, acts of God, pandemic, or other circumstances beyond its control prevent the Sweepstakes from taking place.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning the Prize (or any other prize) furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH 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 PURPOSE 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. Invalidity of any portion of these rules for any reason will not affect the remaining portions hereof but instead be fully severable. Any remaining portions will be construed and enforced as if the invalid portion had never been included.

By participating in the Sweepstakes, participants agree to release, discharge and hold harmless Sponsor, its 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 Sweepstakes or acceptance, delivery, possession, use or misuse of a Prize (or any prize) received in this Sweepstakes. Any participant agrees to receive marketing emails from Sponsor's professional advisor program; opportunities to opt out are provided in such marketing emails.

The determinations of Sponsor are final and binding with respect to any matter arising out of the interpretation or application of these terms and conditions.

For a confirmation of the Winners, send a hand-written, self-addressed, stamped envelope to:

43rd Annual American Heart Association Beach Ride Trailer Pull # 203190
7272 Greenville Ave
Dallas, Texas 75231

Requests for confirmation of the winner must be received by December 31, 2024.

The makers and distributors of the Prizes are in no way affiliated with this Sweepstakes.

