

## Heart & Stroke Walk Sweaty Selfie Contest

### OFFICIAL RULES

1. **ELIGIBILITY:** NO PURCHASE OR DONATION IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE THE CHANCES OF WINNING. OPEN ONLY TO INDIVIDUALS WHO ARE LEGAL RESIDENTS OF THE UNITED STATES AND WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. All employees, agents or vendors of the American Heart Association ("AHA"), and their immediate family members and those living in the same household, are ineligible to enter or win the Contest. All applicable federal, state and local laws and regulations apply. Void where prohibited by law. Entry in the Contest constitutes the entrant's acceptance of these official rules ("Official Rules"), including, but not limited to, consent to receive email messages from the AHA in connection with the Contest.

### 2. DESCRIPTION OF CONTEST:

A. **Contest Dates:** The Sweaty Selfie ("Contest") begins at 12:01 AM Mountain Standard Time on September 1, 2020, and ends at 11:59 PM Mountain Standard Time on September 19, 2020 ("Entry Period"). Winners will be selected from entries properly submitted to the Contest on the @AHAUtah Facebook, Instagram and Twitter accounts.

B. **How to Enter:** To enter, entrants must comment on our Sweaty Selfie posts and post photos of what they're doing to move more or exercise, as part of the Heart & Stroke Walk digital experience. The AHA is not responsible for late, lost, damaged, misdirected, postage due, stolen, or misappropriated entries. Online entries will be deemed submitted by the authorized account holder of the account or email address through which the entry was submitted. Automated entries (including but not limited to entries submitted using any robot, script, macro or other automated service) are not permitted and will be disqualified.

### C. Submission Guidelines:

- The entry must be the entrant's original work
- All eligible entries will be judged using the criteria set forth in Paragraph 3.
- Any and all persons depicted in the video must be at least eighteen (18) years old, and entrant must have the permission of any persons in the video to enter this Contest.
- Entries displaying or containing profanity or that are obscene or otherwise inappropriate (as determined by the AHA) will be disqualified, as will entries that violate copyright laws or other intellectual property laws or infringe on any third-party rights.

3. **SELECTION OF WINNERS:** When the Entry Period ends, all eligible entries will be reviewed by a panel of judges selected by the AHA ("Judges") who will select one (1) grand prize winner ("Grand Prize Winner"). Entries will be judged, using a scale of 1-5, based on the following three (3) criteria: (1) "liking" and commenting on the Sweaty Selfie contest posts; (2) photos shared in the comments of our Sweaty Selfie posts; and (2) overall creativity with what they're doing to move more/exercise. ("Judging Criteria"). Decisions of the Judges will be made on or about September 25, 2020 and are final and binding in all respects. Odds of winning depend on the number of eligible entries received during the Entry Period. Prize Winner(s) will be notified by instant messaging on Facebook or Instagram (possibly Twitter if we receive entries there) within five (5) days after the winners are selected. Upon notification, the contest winner will be asked to share their address so we can mail or deliver the prize. At the sole discretion of the AHA, disqualification, forfeiture and the selection of an alternate winner may result from any of the following: (i) a Grand Prize Winner's failure to respond to notification promptly after transmission; (ii) the return of an email notification as undeliverable after three (3) attempts; (iii) a Grand Prize Winner's failure to provide the AHA with satisfactory proof of age, identity and residency; (iv) a Grand Prize Winner's failure to validly claim the prize ("Prize") by the date specified in Paragraph 4 below; and (v) any other non-compliance with the Official Rules. If the notification is returned as undeliverable, or the winner is otherwise unavailable or unreachable for any reason, the AHA reserves the right to award the Prize(s) to an alternate winner(s) or decide not to award the Prize(s), in the AHA's sole discretion.

4. **PRIZES:** One (1) Prize will be awarded to the first place Grand Prize Winner in this Contest, which will consist of: one (1) Fujifilm Instax Camera with a total approximate retail value of \$75-\$100. All Prizes must be redeemed from the AHA within thirty (30) days after the Entry Period ends unless otherwise provided by the AHA. Prizes are subject to availability and may be changed or modified at AHA's sole discretion. Prizes are not transferable, redeemable for cash or exchangeable for any other prize. Prize Winners are solely responsible for reporting and paying any and all applicable taxes and for any other expenses associated with the Prizes.

5. PUBLICITY: Each entrant acknowledges and agrees that any materials submitted and/or entered into the Contest are the sole property of the AHA, will not be returned to the entrant, and may be used by the AHA for any purpose. Each entrant hereby grants to the AHA a perpetual, worldwide, royalty-free right and license to publicize, broadcast, display and/or otherwise use the entrant's name, image, likeness, voice, biographical and personal background information, and statements, and, without limitation, any notes, photograph, film, or video or audio tape that may be taken of the entrant or that are embodied in the materials submitted to the AHA (collectively, "Licensed Rights"), in any media now known or hereafter devised throughout the world in perpetuity for advertising, promotion and publicity purposes, without additional review, compensation, permission or approval.

6. PERSONAL INFORMATION: Any personal information collected through this Contest is subject to the AHA's Privacy Statement ([http://www.heart.org/HEARTORG/General/Privacy-Policy\\_UCM\\_300371\\_Article.jsp#.VztxKU0UWUK](http://www.heart.org/HEARTORG/General/Privacy-Policy_UCM_300371_Article.jsp#.VztxKU0UWUK)). By entering this Contest, each entrant agrees to the use of his or her personal information as described in the above Privacy Statement.

7. DISCLAIMER: ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

8. RELEASE AND INDEMNIFICATION: The AHA is not responsible for: (i) any claims, injuries, losses or damages of any kind resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of the Prize(s), or from participation in this Contest or in any activity or travel related thereto; (ii) any interaction with online Contest information, including, but not limited to, any incorrect or inaccurate information or technical failures of any kind and/or unauthorized human intervention in any part of the entry process or the Contest; or (iii) any other computer, network, technical, human or other error, problem or malfunction that may occur in connection with the Contest, the processing of entries, or the selection or notification of Prize Winner(s). By entering this Contest, each entrant agrees to defend, indemnify, release and hold harmless the American Heart Association, Inc., Facebook, Instagram and Twitter along with their officers, directors, stakeholders, representatives, employees and volunteers from and against any and all losses, demands, damages, claims, injuries, actions and liabilities of any kind arising out of or related to the entrant's participation in the Contest or participation in any Prize-related activities (including, without limitation, any property loss, damage, personal injury or death to any person).

9. WINNERS LIST/OFFICIAL RULES: To obtain a copy of the winners list or a copy of these Official Rules, send a self-addressed stamped envelope to: American Heart Association, Sweaty Selfie, 465 South 400 East, Suite 110, Salt Lake City, Utah 84111.

10. GOVERNING LAW: Any disputes that may arise hereunder shall be governed in all respects by the laws of the State of Texas without regard to the conflicts of laws principles of any jurisdiction.

11. SPONSORING ORGANIZATION: American Heart Association, Utah Division, 465 South 400 East, Suite 110, Salt Lake City, Utah 84111.

Facebook, Instagram and Twitter have no affiliation with the Contest.