## ALSAC/St. Jude Children's Research Hospital 2020 St. Jude Collegiate Fundraising Challenge Contest Rules

The **2020 St. Jude Collegiate Fundraising Challenge Contest** ("Contest") is a fundraising program conducted by American Lebanese Syrian Associated Charities, Inc. ("ALSAC") to benefit St. Jude Children's Research Hospital<sup>®</sup> ("St. Jude"). 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.

Sponsor: ALSAC/St. Jude is the Sponsor of this Contest.

<u>Eligibility</u>: <u>No purchase is necessary to participate in the Contest</u>. Participation is open only to legal residents of the 50 United States or the District of Columbia who are 18 or older as of the date of entry. Employees of ALSAC/St. Jude and their immediate family are not eligible to win. THIS CONTEST 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.

<u>Time</u>: The Contest starts at approximately 12:00 am on September 1, 2020 (all times CST) and ends at approximately 11:59 pm on September 30, 2020 (the "Contest Period").

<u>Entry</u>: During the Contest Period, Up 'til Dawn, Collegiate Event, TKE and Tri Delta participants can enter the Contest by raising money through his or her unique fundraising page for the 2020 St. Jude Collegiate Fundraising Challenge at <u>https://www.stjude.org/collegiatechallenge</u>.

By participating in the Contest, 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 Contest.

<u>Prize</u>: There is one prize ("Prize"). The Prize is a thirty (30) minute, one-on-one Zoom meeting with an ALSAC leader in Winner's desired field or occupation. The estimated value of the Prize is \$30.00. However, the actual value may be more or less than this amount. The Prize is not transferable. Winning the Prize is contingent upon fulfilling all requirements set forth herein.

<u>Determination of Winner</u>: There will be one winner ("Winner") of the Contest. The Winner will be the participant who raises the most money on his or her fundraising page on <u>https://www.stjude.org/collegiatechallenge</u> during the Contest Period. The determination of the Winner by the Sponsor is final and binding on all participants. The Winner will be notified via email within approximately three (3) days of the Contest Period. The Prize may be forfeited and awarded to an alternative winner if a Winner does not respond within three (3) days of notification or if two (2) attempts to contact a Winner by email are not successful. The Winner does not need to be present to win.

Dates of Meeting: Zoom meeting dates are limited.

<u>Taxes</u>: The value of the Winner's prize is includible in the Winner's income. Sponsor may be required to report the actual value of the Winner's prize to the Internal Revenue Service. The Winner agrees to provide his or her valid name, address, and Social Security number to Sponsor for tax reporting purposes. The Winner is responsible for paying all federal, state, and local income and other applicable taxes that are due in connection with receipt of his/her prize.

<u>Additional Agreements</u>: The Winner may be required to execute a Winner Notification Agreement with ALSAC/St. Jude as a condition of accepting the Prize. The agreement includes releases of liability in favor of ALSAC and St. Jude.

<u>Consent to Publicity</u>: By entering the Contest, the Winner consents to ALSAC's and St. Jude'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 ALSAC or St. Jude without compensation and without notice and agrees to sign an agreement to this effect.

<u>Miscellaneous Conditions</u>: In the event that the operation or administration of the Contest 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 Contest (b) suspend the Contest to address the impairment and then resume the Contest 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 their sole discretion to disqualify any individual found to be tampering with the entry process or the operation of the Contest or acting in violation of these Rules. Failure to accept a prize, timely, and pursuant to the terms stated therein, will result in such Winner's automatic forfeiture of his/her prize with no substitution or alternative prize available. Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that or any other provision. By providing his/her contact information, each participant consents to receiving emails and mailings from Sponsor.

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 Contest. Sponsor will not be responsible if weather conditions, event cancellations, acts of God or other circumstances beyond their control prevent the Prize or the Contest 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 Contest. 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 Contest, 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 Contest or acceptance, delivery, possession, use or misuse of any prize received in this Contest. The determinations of the Sponsor are final and binding with respect to any matter arising out of the interpretation or application of these Rules.

To obtain the name of the winner, send a hand-written, self-addressed, stamped envelope to <u>2020 St. Jude Collegiate</u> <u>Fundraising Challenge Contest Winner</u>, 501 St. Jude Place, Memphis, TN 38105. Requests for the winner list must be received within sixty (60) days of the end of the Contest.