## Children's Cancer Research Fund's Kendra Scott Giveaway Official Rules

## NO PURCHASE IS NECESSARY TO ENTER OR WIN.

## A PURCHASE WILL NOT AFFECT YOUR CHANCE TO WIN.

Children's Cancer Research Fund's Kendra Scott Giveaway (the "Sweepstakes") begins April 30, 2020 at 12:01 AM Central Daylight Time ("CDT") and ends May 1, 2020 at 11:59 PM CDT ("Sweepstakes Period").

**ELIGIBILITY:** Sweepstakes is open only to legal residents of the United States and the District of Columbia, who are at least 18 years of age, or the age of majority in their state of residence, whichever is greater, at the time of entry. Void where prohibited and subject to all laws. Employees of Children's Cancer Research Fund ("Sponsor"), and their respective parents, subsidiaries, affiliates, promotion and advertising agencies and any other person or entity involved in the creation, production, execution or administration of this Sweepstakes and members of their immediate family (spouse and parent, children (whether biological, adoptive, step or in-law) and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win.

**HOW TO ENTER:** Entrants must successfully submit an entry at <a href="https://www.instagram.com/childrenscancer/">https://www.instagram.com/childrenscancer/</a> during the official sweepstakes period to be a valid entry and to be eligible for the drawing (as determined by the Sponsor, in the Sponsor's absolute and sole discretion). Participants must fully complete the online requirements that can be found in the Instagram post. All Entries and funds raised during the Sweepstakes become the sole property of the Sponsor.

**RANDOM DRAWING:** One winner will be selected on or about May 1, 2020 in a random drawing from all eligible Entries received. Odds of winning a particular prize depend on the number of Entries received.

**WINNER NOTIFICATION:** Winners will be notified via Instagram and will be mailed their item. If the Sponsor is unable to contact winner or winner is not in compliance with these Official Rules, the prize will be forfeited and, at Sponsor's discretion, an alternate winner may be randomly selected.

**PRIZE:** One Nola necklace in gold with an iridescent drusy stone. Sponsor reserves the right to substitute a prize of equal or greater value.

**GENERAL CONDITIONS:** By participating, each participant agrees: (a) to abide by these Official Rules and decisions of Sponsor, which shall be final and binding in all respects relating to this Sweepstakes; (b) to release, discharge and hold Sponsor and their affiliates, subsidiaries, and advertising and promotion agencies, and their respective officers, directors, shareholders, employees, agents and representatives (collectively, "Released Parties") harmless from any and all injuries, liability, losses and damages of any kind to persons, including death, or property

resulting, in whole or in part, directly or indirectly, from entrant's participation in the Sweepstakes or any Sweepstakes-related activities or the acceptance, possession, use of any awarded prize; and (c) except where prohibited to Sponsor's unrestricted lawful use of his/her name, photograph, image and/or likeness for advertising, publicity and promotional purposes in any and all media, worldwide, including the Internet, in perpetuity by Sponsor and its designees, without compensation or additional consents, without the right to prior notice, approval or inspection, and to execute any additional specific consent to such use if asked to do so by Sponsor. By participating, entrants also agree not to release any publicity or other materials on their own or through someone else regarding their participation in the Sweepstakes without the prior written consent of the Sponsor, which Sponsor may withhold in its sole discretion; (d) Winner will be responsible for any taxes or fees incurred as a result of winning this sweepstakes. Sponsor will issue a 1099 tax form to the winner.

**MISCELLANEOUS:** Sponsor is not responsible for any typographical or other error in any promotional materials or these rules. Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, technical failure, jumbled, scrambled, delayed, misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise, relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration or operation of the Sweepstakes, the processing or judging of Entries, the announcement of the prizes, the incorrect uploading of the Entry, the tabulation of votes, or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Sweepstakes or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and their Entry will be void. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, nonauthorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, operation, security, fairness or proper play, or submission of Entries, or in the event the Sweepstakes is unable to run as planned for any other reason, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes and, if terminated, at its discretion, randomly select the potential winners from all eligible Entries. Should multiple users of the same e-mail account enter the Sweepstakes and a dispute arises regarding the identity of the entrant, the authorized account subscriber of said e-mail account at the time of Entry will be considered the entrant. "Authorized account subscriber" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization, which is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE

OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

In the event the Sponsor is prevented from continuing with this Sweepstakes, or the integrity and/or feasibility of the Sweepstakes is corrupted in any manner due to fraud or other occurrences or is undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared) terrorist threat or activity, or any federal, state or local government law, order or regulation, order of any court of jurisdiction, or other cause not reasonably within the Sponsor's control (each a "Force Majeure" event), Sponsor may, in its sole discretion, abbreviate, modify, suspend, cancel or terminate the Sweepstakes without notice or further obligation. If Sponsor elects to abbreviate the Sweepstakes as a result of a Force Majeure event, Sponsor has the right, but not the obligation, to award the prize from among all valid and eligible entries received up to the time of such Force Majeure event.

**ARBITRATION:** Except where prohibited by law, as a condition of participating in this Sweepstakes, participant agrees that (1) any and all disputes and causes of action arising out of or connected with this Sweepstakes or any awarded prize, shall be resolved individually, without resort to any individual lawsuit or class action, exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the Sponsor's office; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other type of damages, attorneys' fees or costs other than participant's actual out-of-pocket expenses associated with participating in this Sweepstakes.

**CHOICE OF LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of Minnesota, USA, notwithstanding any choice of law or conflict of law's provisions to the contrary.

**SPONSOR**: Children's Cancer Research Fund, 7301 Ohms Lane, Suite 355, Minneapolis, MN 55439, ATTN: Molly Osborn