

ZACH'S MOVEMENT FUNDRAISER GIVEAWAY
Promotion Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN.
A PURCHASE WILL NOT AFFECT YOUR CHANCE TO WIN.

Zach's Movement Fundraiser Giveaway (the "Promotion") begins September 01, 2020 at 12:01 AM Central Daylight Time ("CDT") and ends December 31, 2020 at 11:59 PM CDT ("Promotion Period").

OVERVIEW: This Promotion is designed to thank and acknowledge participants who generate donations for the Zach's Movement Fundraiser to help fund better, safer treatments and cures for osteosarcoma. Only participants who establish a fundraising page will be eligible to participate, and participants are only eligible to win prizes available at the fundraising benchmark levels achieved, as further outlined below.

ELIGIBILITY: Promotion is open to participants who are at least the age of majority in their jurisdiction of residence at the time of entry and who meet the remaining qualifications outlined herein. Void where prohibited and subject to all laws. Employees of Children's Cancer Research Fund ("Sponsor") and its respective parents, subsidiaries, affiliates, promotion and advertising agencies and any other person or entity involved in the creation, production, execution or administration of this Promotion 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. See the below prize section for specific eligibility requirements for each available giveaway item. Only those participants who have exceeded the applicable fundraising threshold is eligible to win the stated giveaway item.

HOW TO ENTER: Participants must successfully register a fundraising page (registration is free) at https://secure2.convio.net/ccrf/site/TRR/Community/General/1655615405?pg=utype&fr_id=1560 during the Promotion Period and reach certain fundraising totals prior to the end of the Promotion Period to be eligible to win different giveaway items as outlined in the below Prize section. Participants must fully complete the online form and accept these Official Rules to participate. All information provided and funds raised during the Promotion become the sole property of the Sponsor.

RANDOM DRAWING: One winner will be selected for each giveaway item on or about January 1, 2021 in a random drawing from all participants eligible to receive each giveaway item, based on the fundraising thresholds achieved. Odds of winning a particular prize depend on the number of eligible participants.

WINNER NOTIFICATION: Winners will be notified by phone to the daytime number provided during entry and may be required to execute and return an Affidavit of Eligibility, a Liability Release and, where lawful, a Publicity Release. If (1) such documents are not returned within the time period specified in the documents, (2) the prize or prize notification is returned as undeliverable, (3) Sponsor is unable to contact winner, (4) the winner does not claim the prize by January 11, 2020, or (5) winner is not in compliance with these Official Rules, the item will be forfeited and, at Sponsor's discretion, an alternate winner may be randomly selected.

PRIZES/ELIGIBILITY THRESHOLDS:

<u>Giveaway Item</u>	<u>Fundraising Threshold</u>	<u>Prize Quantity</u>
Signed, Limited Edition Book "Clouds" (ARV: \$20)	\$1,000	10
A Firm Handshake disc "Fix Me Up" (ARV: \$18.50)	\$150	50
A Firm Handshake disc "Blueberries" (ARV: \$18.50)	\$250	10

Prizes consist only of those items stated above. Limitations may apply. Prizes cannot be substituted, assigned, transferred or exchanged for monetary value, except at Sponsor's sole discretion or as otherwise provided herein. The Sponsor reserves the right in its sole discretion to substitute the prize with another prize of equal or greater value in the event that the aforementioned prize is not available or it is not practical to be awarded for any reason. All prize winners are solely responsible for all matters relating to their prize after it is awarded. Prizes are awarded "as is." The prize winners acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize. Sponsor will not replace any lost or stolen prizes. No more than the stated number of prizes set forth in these Official Rules will be awarded. Unclaimed prizes will not be awarded.

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 Promotion; (b) to release, discharge and hold Sponsor, and its 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 Promotion or any Promotion-related activities, including participation in raising funds and/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 Promotion 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 Promotion. Sponsor will issue a 1099 tax form to the winner of any prize valuable over \$600.

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 Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration or operation of the Promotion, the processing of accounts, the announcement of the prizes, the incorrect uploading of the Entry, the tabulation of votes, or in any Promotion-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 Promotion. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Promotion or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Promotion 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. Should any portion of the Promotion be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized 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 in the event the Promotion is unable to run as planned for any other reason, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Promotion 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 Promotion and a dispute arises regarding the identity of the entrant,

the authorized account subscriber of said e-mail account at the time of registering an account page 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 PROMOTION 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 Promotion, or the integrity and/or feasibility of the Promotion 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 Promotion without notice or further obligation. If Sponsor elects to abbreviate the Promotion 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.

DISPUTES: By entering the Promotion, participants agree that 1.) Any and all disputes, claims, and causes of action arising out of or connected with the Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action; 2.) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion but in no event attorneys' fees; and 3.) Under no circumstances will any participant be permitted to obtain any award for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor or the Released Parties in connection with the Promotion, shall be governed by, and construed in accordance with United States law. Any legal proceedings arising out of this Promotion or relating to these Official Rules shall be instituted only in the federal or state courts of Minnesota, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The value of the prizes set forth above represents Sponsor's good faith determinations of the Approximate Retail Value thereof and such determinations are final and binding and cannot be appealed. If the actual value of any prize turns out to be less than the stated Approximate Retail Value, the difference will not be awarded in cash.

WINNERS' NAMES: The names of winners will be posted on the Promotion Website at www.zachsmovement.org for a period of at least 15 days.

SPONSOR: Children's Cancer Research Fund, 7301 Ohms Lane, Suite 355, Minneapolis, MN 55439.