

# 2017 DESIGN OUR T FOR A TRIP TO E3 CONTEST

## TERMS AND CONDITIONS/OFFICIAL RULES

**NO PURCHASE, PAYMENT OR DONATION OF ANY KIND IS NECESSARY TO ENTER OR WIN. ANY PURCHASE, PAYMENT OR DONATION WILL NOT INCREASE THE CHANCES OF WINNING. VOID WHERE PROHIBITED. BY REGISTERING FOR THE CONTEST, ENTERING THE CONTEST, AND OR SUBMITTING A PROPOSAL, ENTRANT AGREES TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF ADMINISTRATOR AND THE JUDGES, WHICH SHALL BE FINAL IN ALL RESPECTS.**

**Contest Overview:** Children's Miracle Network d/b/a Children's Miracle Network Hospitals ("CMN Hospitals"), a Utah nonprofit corporation located at 205 West 700 South, Salt Lake City, Utah, 84101 ("Administrator) invites eligible participants to participate in the CMN Hospitals "Design Our T" contest, a contest in which eligible participants ("Participants") may submit a design for the t-shirt given to Extra Life participants who are Platinum registrants (the "Contest"). Extra Life team members will select the best designs as finalists, and the Grand Prize winner will be determined by users on Facebook.

**Eligibility:** The contest is open to individuals who have registered as Extra Life participants for 2017 (visit [www.extra-life.org](http://www.extra-life.org) to register) and residents eighteen (18) years of age and older in the United States, including the District of Columbia, and residents of Canada (excluding Quebec).

**Agreement:** Participation in the Contest constitutes entrant's full and unconditional agreement to these Official Rules and its terms and conditions, and the decisions of Children's Miracle Network, dba Children's Miracle Network Hospitals (the "Administrator"), a Utah nonprofit corporation, a 501(c)(3) organization, located at 205 West 700 South, Salt Lake City, Utah 84101, including its interpretation of these Official Rules and its exercise of discretion, which are final and binding in all respects. By this reference the sections of How It Works, Design Guidelines, and Design Specifications, set forth above are hereby incorporated into the Official Rules.

This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook.

**Grand Prize:** One winner will win the Grand Prize, which consists of round trip coach airfare for two (2) individuals to Los Angeles, CA arriving June 13 and departing June 15, two (2) nights' stay at a nearby hotel (double occupancy) and two (2) passes to E3 (Electronic Entertainment Expo) at the Los Angeles Convention Center. Ground transportation, meals and other expenses not provided. Travel dates cannot be changed and/or extended. The approximate value of the trip is \$1,450 USD.

**License/Ownership:** By entering this contest, you grant the Administrator, a royalty-free, worldwide, perpetual, non-exclusive license to display, distribute, reproduce, and create derivative works of the entry(ies), in whole or in part, in any media now existing or subsequently developed, for any purpose, including but not limited to use any submitted artwork in future promotional materials related to Extra Life. The Administrator will not be required to pay and additional consideration or seek any additional approval in connection with such uses. Contest winner may be required to sign a Consent and Authorization. All entries and content submitted as an entry in the Contest are and will remain the property of the Administrator.

**Representations:** By entering the contest, you represent that all your designs are original and do not infringe upon any statutory or common law copyright, trademark, contractual, proprietary right, right of publicity or privacy, or any other right of any person or entity. The designs must not contain trademarks other than those owned by the Administrator. You shall have no ownership rights in the trademarks, copyrights or other intellectual property owned by the Administrator, and any and all rights and goodwill associated therewith and any and all derivatives remain the property of the Administrator and/or are hereby assigned and conveyed by you to the Administrator. The Administrator expressly reserves all rights of ownership of its trademarks.

**Notification:** If the winner cannot be contacted within a reasonable time, as determined in the sole discretion of the Administrator, or does not comply with these Official Rules, the potential winner forfeits the Trip. If the potential winner is disqualified for any reason, the trip may be awarded to a runner-up, if any, in accordance with these Official Rules or, if required, by the sole discretion of the Administrator.

**Release:** You agree to release and hold harmless the Administrator, its affiliates, and Facebook, and each of those parties' respective directors, officers, employees, agents and (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or Trip.

You further agree to indemnify, defend and hold harmless the Released Parties from and against any and all liabilities, demands, claims, suits, actions, losses, costs, expenses, damages, causes of action or judgments incident thereto (including, but not limited to, interest, penalties, and reasonable attorney's fees) brought or entered against the Released Parties relating to or arising out of participation in the Contest or Trip.

The Administrator reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Contest, as determined by the Administrator in its sole discretion. If terminated, the Administrator may, in its sole discretion, determine the winners from among all eligible entries received up to time of such action using the judging procedure outlined above. The Administrator reserves the right to disqualify any entrant it finds to be tampering with the Contest process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner and void any and all associated entries. Any attempt by any entity, person or group to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Administrator reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law.

**Guidelines and Restrictions:** Administrator and the appointed judges are not liable for any disputes between collaborators or team members arising under or related to the Contest. Participants must notify Administrator if their contact information has changed.

Each Proposal must be the original work of the Participant or team of Participants.

Each Proposal must not contain copyrighted material.

CMN Hospitals' computer network will be the official time-keeping device for all Contest deadlines.

Administrator makes the final determination as to which Participants and Proposals are eligible to take part in the Contest.

If a Participant has been convicted of a crime, or if the actual, alleged or publicized conduct of any Participant is illegal, or in Administrators' sole discretion is otherwise grossly offensive, violates generally accepted standards of behavior, or otherwise leads Administrator to believe that public association with any Participant subjects Administrator to contempt, controversy, embarrassment or scandal, Administrator, in its sole discretion, may disqualify Participant and any Proposal associated with such Participant will no longer be eligible for the Contest.

**Winner Requirements:** Acceptance of the trip constitutes and signifies winner's agreement and consent that the Administrator may use the winner's name, city, state/province, likeness, photo, entry, content in connection with the Contest for promotional, advertising or other purposes, worldwide, in perpetuity, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

Without limiting the generality of these Official Rules, winner shall irrevocably grant, transfer, convey and assign to the Administrator the entirety of the rights in and to the entry and content and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the content for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. The winner accepts and acknowledges that the Administrator shall not be obligated to use the content and that the Administrator in its sole discretion shall have the right to refrain from using the content. The Administrator shall not incur any liability whatsoever to the extent the Administrator chooses to refrain from any exploitation of its rights hereunder. Winner will indemnify the Released Parties and any licensee of the Administrator against all claims, damages, liabilities, and expenses (including reasonable attorneys' fees and legal expenses) arising out of any breach of these terms.

**Limitation of Liability:** The Administrator is not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of entries or contents, the announcement of the Trip or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of the Trip (including any travel/activity related thereto). The Administrator is not responsible for misdirected or undeliverable entries or contents or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. The Administrator is not responsible for any unauthorized third-party use of any content. The Administrator is not responsible for responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected entries; all of which will be void.

YOU AGREE THAT RELEASED PARTIES: (1) HAVE NEITHER MADE NOR WILL BE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, IN CONNECTION WITH THE CONTEST AND/OR WITH RESPECT TO THE TRIP, INCLUDING, WITHOUT LIMITATION, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE TRIP; (2) maintain no control over the personnel, equipment or operation of any air, water or surface carrier, ship line, bus or limousine company, transportation company, hotel, manufacturer or other person or entity furnishing services, products or accommodations ("Suppliers") as a part of the Trip; and (3) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience

or other irregularity that may be caused or contributed to: (A) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, servants, employees or independent contractors, (B) by any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (C) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, and (D) by any cause, condition or event whatsoever beyond the control of the Released Parties. You understand and agree that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. You acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

BY ENTERING THE CONTEST, YOU AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL OF YOUR CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (2) UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN ANY AWARD FOR, AND YOU HEREBY KNOWINGLY AND EXPRESSLY WAIVE ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (3) YOUR REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY), AND YOU IRREVOCABLY WAIVE ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.

**Taxes:** The potential winner may be required to submit an affidavit of eligibility, liability/publicity release (the "Affidavit") and tax documents and return such documents within the time period specified at notification before being eligible to receive his/her prize. If a potential prize winner fails or refuses to sign and return such Affidavit and/or requested tax documents within the time period required by Administrator or if the prize or prize notification is returned as rejected, faulty, unclaimed or returned as undeliverable to such potential prize winner, such potential prize winner may be disqualified and an alternate may be selected.

**Privacy:** By entering and/or participating in the Contest, you grant the Administrator the right to use the information provided to contact you by e-mail, telephone, mail, fax, or other communication. Information collected from entrants is subject to the Administrator's privacy policy, available at <http://childrensmiraclenetworkhospitals.org/Privacy>, and Extra Life's privacy policy, available at <http://www.extra-life.org/index.cfm?fuseaction=donorDrive.privacy>

### **Governing Law**

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant(s), the Administrator or the Released Parties arising out of or related to the Contest shall be governed by and construed in accordance with the laws of the State of Utah, without regard to conflict of laws rules.

### **Dispute Resolution.**

Any and all claims, causes of action or proceedings arising out of or relating to these Official Rules or the Contest shall be resolved by mandatory, binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**") as supplemented by AAA's Supplementary Procedures for Consumer-Related Disputes. The arbitration shall be conducted in Salt Lake City, Utah, and the Federal Arbitration Act, and not any state law

concerning arbitration, shall apply. The arbitration award shall be final and exclusive, and the prevailing party in the arbitration may file an action in court to confirm and to enforce the arbitration award. You irrevocably waive any rights to seek and/or obtain injunctive or other equitable relief and any defense of forum non conveniens. Should any entrant(s) pursue any other judicial or administrative action with respect to any matter included within the scope of this binding arbitration provision, the Administrator will be entitled to recover its costs, expenses and attorneys' fees incurred from such entrant(s) as a result of such action. Further, any and all disputes, claims and causes of action arising out of or connected with the Contest, will be resolved individually, without resort to any form of class action.

**Miscellaneous:**

The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The Administrator's failure to enforce any term of these Official Rules will not constitute a waiver of that provision.