

## **Lawyers Have Heart 10k Race Contest Rules**

The Lawyers Have Heart 10k Race Contest (the “Contest”) is a volunteer-based fundraising program conducted by American Heart Association, Inc. (“AHA”). 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.

Sponsors: AHA is the Sponsor of this Contest.

Eligibility: No purchase is necessary to participate in the Contest. Participants must be at least eighteen (18) years of age as of the date of entry. The Contest is open to legal residents of the 50 United States or the District of Columbia. Employees of AHA 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.

Time: The Contest starts at 7:00 am on June 9, 2018 (all times Eastern Time) and ends on June 9, 2018 at the conclusion of the Lawyers Have Heart 10k (the “Contest Date”). All entries must be received prior to the Contest Date.

Entry: Participants may enter the Contest by participating in the Lawyers Have Heart 10k on the Contest Date by registering for the Lawyers Have Heart 10k at [lawyershaveheartdc.org](http://lawyershaveheartdc.org). Participants of the Lawyers Have Heart 5k Run and/or Fun Walk are not eligible to win the Contest.

The odds of winning the Contest depend on the total number of eligible entries. 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.

Determination of Winner: There will be six winners for each of the three divisions, Elite 10k Division, Open/Non-Elite 10K Division and Open/Non-Elite Masters Division (the “Winners,” each a “Winner”) of the Contest. The Winners will be determined by who finishes in the top six for each of the three divisions and who satisfy the entry requirements above. The Winners will be notified at the conclusion of the Race and/or by e-mail within approximately two (2) weeks of the Contest Date and subsequently announced to the public. The determination of the Winners by Sponsor is final and binding on all participants. Each Prize may be forfeited and awarded to an alternative winner if a Winner does not respond within seven (7) days of notification or if two (2) attempts to contact a Winner by phone and/or email are not successful. The alternate winner will be determined by who was the next best finisher of the Race in that particular division. The Prizes are not transferable.

Prize: There is six (6) cash prizes (each, a “Prize”) for the Elite 10k Division and four (4) cash prizes (each, a Prize) for the two Non-Elite divisions that consists of the following:

Elite 10k Division

- First Place: \$2,500

- Second Place: \$1,750
- Third Place: \$1,250
- Fourth Place: \$1,000
- Fifth Place: \$650
- Sixth Place: \$500

#### Open/Non-Elite 10k Division

- First Place: \$300
- Second Place: \$200
- Third Place: \$100
- Fourth Place: \$50

#### Open/Non-Elite Masters Division

- First Place: \$300
- Second Place: \$200
- Third Place: \$100
- Fourth Place: \$50

Taxes: The values of the Elite 10k Division Prizes are includible in the Winners' incomes. Sponsor is required to report the value of the Prize to the Internal Revenue Service. Each of the Elite 10k Division Winners 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 due in connection with receipt of the Prize.

Additional Agreements: The Winners will be required to execute a Winner Notification Agreement with Sponsor as a condition of accepting the Prize. The agreement includes releases of liability in favor of AHA.

Consent to Publicity: Except where prohibited by law, by accepting the Prize, the Winners consent to Sponsor'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 Sponsor without compensation and without notice and agrees to sign an agreement to this effect.

Miscellaneous Conditions: 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 its 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 execute and return the Winner Notification Agreement and 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. Information provided by you for this Contest is subject to Sponsor's privacy policy.

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.

For a list of winners, send a hand-written, self-addressed, stamped envelope to American Heart Association, Lawyers Have Heart Contest, 7272 Greenville Ave, Dallas, Texas 75231. Requests for the winner list must be received by September 9, 2018.