

Participation in the Pancreatic Cancer Action Network's **PurpleStride Columbus Fundraising Contest** (the "**Contest**") constitutes your agreement to be bound by these Official Rules ("**Official Rules**").

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR TO WIN THE CONTEST. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR LIKELIHOOD OF WINNING.**

**ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. PARTICIPATION IN THE CONTEST IS VOID WHERE PROHIBITED.**

*Sponsor:* *Pancreatic Cancer Action Network*, is the sponsor of the Contest (the "**Sponsor**"). The Sponsor's address is:

1500 Rosecrans Ave., #200  
Manhattan Beach, CA  
90266

*Eligibility:* To participate in the Contest you must be a legal resident of the United States or the District of Columbia and eighteen (18) years of age or older at the time of entry. Employees, officers and directors of the Sponsor, and its immediate family members and affiliates are not eligible to participate in the Contest.

*Contest Period:* The Contest will begin at 12:00 a.m. Pacific Time on Friday, September 6, 2019 and ends when PurpleStride Columbus 2019 hits 70% of their fundraising goal (the "**Contest Period**").

*Entry:* Participants may enter the Contest by (i) being a participant for PurpleStride Columbus 2019 and raising \$1,000 through [http://support.pancan.org/site/TR/PurpleStride/PurpleStride?pg=entry&fr\\_id=1814](http://support.pancan.org/site/TR/PurpleStride/PurpleStride?pg=entry&fr_id=1814) during the Contest Period.

Each entrant is limited to raising \$1,000 for one individual fundraising page during the Contest Period. Sponsor reserves the right to modify the Contest Period or cancel the Contest if Sponsor receives fewer than five (5) entries by the applicable deadline.

**OWNERSHIP OF ENTRY:** By entering this Contest, and to the extent allowed by law, entrants grant Sponsor and each of its affiliates, licensees, promotional partners, advertising and promotion agencies, and third party marketing entities ("Affiliated Entities") the absolute right and permission to use their name, biographical data, photograph, or other likeness and/or prize information and to edit, modify, cut, rearrange, add to, delete from, copy, reproduce, translate, adapt, publish, distribute, exploit, and use the information received in connection with The Contest, in commerce and in any and all media worldwide, without limitation or compensation to the entrant, who may be required to sign a release to that effect. Entrants waive and release Sponsor and its respective officers, directors, trustees, fiduciaries, members, agents, employees and Affiliated Entities from any and all claims that entrants may now or hereafter have in any jurisdiction based on "moral rights" or unfair competition with respect to Sponsor's or any Affiliated Entity's exploitation of Entries without further notification or compensation to entrants of any kind, and agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against the Sponsor and its respective officers, directors, shareholders, agents, employees or Affiliated Entities, on the grounds that any use of any Entry, or any derivative works, infringe, or violate any of entrant's rights therein.

**Prizes; Disclaimer of Warranties; Release from Liability:** One participant will be chosen as the Contest prize winner by raising \$1,000 for their personal fundraising page during the Contest Period. The prize winner will receive an Ulta gift basket featuring assorted purple makeup. Prizes may not be exchanged in the event the prize winner is unable to attend.

No substitution or cash equivalent of any prize is permitted except that if the prize is not reasonably available, the Sponsor may substitute the prize with one of equal or greater value. All prizes awarded are subject to the restrictions and limitations noted in these Official Rules, on the prizes and/or included with the prizes and the winner must abide by all such limitations and restrictions. Winners agree to accept their prize "as is" without warranty of any kind, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. The Sponsor has the right to resolve any concerns, questions, or complaints related to the prizes in its sole discretion. Each winner is solely responsible for any and all federal, state and/or local taxes, fees, and any other costs in connection with receipt of the prize. IN NO EVENT WILL SPONSOR BE HELD LIABLE FOR ANY WARRANTY, COSTS, DAMAGE, INJURY, OR ANY OTHER CLAIMS IN CONNECTION WITH THIS CONTEST, INCLUDING BUT NOT LIMITED TO THOSE RELATED TO USE OR MISUSE OF THE PRIZE.

**Selection of Winners:** After conclusion of the Contest Period, Sponsor will identify the participant with \$1,000 raised during the Contest Period from all eligible and qualified entries received in accordance with these Official Rules based on the following criteria:

- (i) Registered Participant for PurpleStride Columbus 2019
- (ii) If there is a tie in numbers funds raised during the Contest Period the winner will be selected by the time the donations were completed.

By participating in the Contest, you agree that the decisions of the Sponsor are final and binding in all respects. All decisions of Sponsor are final in all matters, including determination of the Contest winners, interpretation of these Official Rules, and awarding of prizes. PLEASE NOTE THAT EVEN IF YOUR ENTRY QUALIFIES YOU AS A POTENTIAL WINNER AT THE CLOSE OF THE CONTEST, YOU HAVE NOT YET WON A PRIZE. POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, AND MUST MEET ALL ELIGIBILITY REQUIREMENTS BEFORE AN ENTRANT WILL BE CONFIRMED AS A WINNER AND A PRIZE WILL BE AWARDED.

**Notification:** The potential winners will be notified by e-mail the week after the end of the Contest Period. If, despite the Sponsor's reasonable efforts, any potential winner does not respond by return email within five (5) calendar days of the first notification attempt, or if a notification is returned as unclaimed or undeliverable to any potential winner, such potential winner will forfeit his or her eligibility for the prize and an alternate potential winner may be selected. By entering and/or accepting a prize, you agree to be bound by these rules and to release Sponsors from any and all liability arising out of your participation in this Contest with respect to the awarding, receipt, use and/or misuse of any prize. If within five (5) days of notification a potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate potential winner may be selected. The Sponsor may select an alternate potential winner in its sole discretion from all eligible and qualified entries received in accordance with these Official Rules.

**Distribution:** Each prize will be delivered to the winner at his or her address in one of the fifty (50) United States or the District of Columbia. All risk of loss passes to the winner at the point of shipment.

**Required Paperwork:** Participation in the Contest constitutes permission for the Sponsor to use the winner's name, likeness, city, state of residence, personal information and text, photographs submitted in connection to the Contest to appear on the affiliate PANCAN.org Facebook Fan Page, PANCAN.org Instagram page, and PANCAN.org Twitter page and elsewhere in all media for advertising, marketing and promotional purposes without compensation, unless otherwise prohibited by law. Each potential prize winner may be required to provide supporting documents (such as a copy of the winner's driver's license or passport) in form and substance satisfactory to Sponsor in furtherance of the representations, warranties and covenants set forth in these Official Rules.

**Your Representations to the Sponsor:** You represent and warrant that: the information you have submitted or will submit to the Sponsor in connection with the Contest are true, correct, and complete in

all material respects and not misleading. You represent and warrant that any text, photograph, images, likenesses, personal information that you submit in connection to the Contest shall comply with the PANCAN.org Terms of Use which can be found online at: <http://www.pancan.org>.

**Indemnification:** You agree to indemnify, defend and hold harmless the Sponsor and its respective subsidiaries, affiliates, successors and assigns, from and against any and all claims, demands, expenses, losses or liabilities including but not limited to reasonable attorney's fees and punitive damages that may be asserted against or incurred by them at any time in connection with your participation in the Contest or any information submitted by you in connection with the Contest, or any use thereof, including, without limitation, those arising from any breach, or alleged breach, of the warranties, representations and promises provided by you in these Official Rules; or your or any third party's acceptance, possession, use or misuse of any prize you win.

**Technology Terms And Conditions:** The Sponsor assumes no responsibility for any damage to a Contest entrant's computer or telephone system that is directly or indirectly caused by accessing the PANCAN.org web site or otherwise participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, dropped or delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, the Sponsor is not responsible for incomplete, misdirected, late, or lost entries; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, web sites or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical or other error in the offering or announcement of any prize or in any prize notification documents, or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information.

**No Agency:** Neither these Official Rules or the awarding of a prize creates any agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between Sponsor and you.

**General Conditions:** NO PURCHASE NECESSARY. The Sponsor is not responsible for and is not liable for: (i) misdirected or delayed mail or e-mail; (ii) telephone, telecommunications, hardware or third party software malfunctions, failures, or difficulties of any kind; (iii) any condition caused by events beyond the Sponsor's control that may cause the Contest to be disrupted, corrupted or terminated; (iv) any injuries, losses, or damages of any kind arising in connection with or as a result of participating in the Contest or use of the prize; or (v) any printing or typographical errors in any materials associated with the Contest. The Sponsor reserves the right to disqualify, in its sole discretion, any person tampering with the entry process, the operation of the systems required to conduct the Contest or operate the Sponsor's web sites, or who is otherwise in violation of these Official Rules. All issues concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Contest entrants, shall be determined by the Sponsor in its sole discretion. All decisions of the Sponsor are final. THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK, TWITTER, OR INSTAGRAM. By participating in the Contest, you also agree to be bound by the PANCAN.org Terms of Use, and the PANCAN.org Privacy Policy, which can be found online at: <https://www.pancan.org/section-privacy-legal/privacy-policy-2/#privacy>. To the extent of any inconsistency between the Terms of Use and Privacy Policy, on the one hand, and these Official Rules, on the other hand, these Official Rules control.

Any and all disputes will be resolved in the appropriate courts in the State of California, exclusively, and subject to the laws of the State of California. Should there be a conflict between the laws of the State of California and any other laws, the conflict will be resolved in favor of the laws of the State of California.