

## **Rescue Royale Grand Finale Contest Official Rules**

1. **ELIGIBILITY AND DEADLINES:** The Rescue Royale Grand Finale (“Contest”) begins at 12:00 a.m. on September 1, 2022, and ends at 11:59 p.m. on September 30, 2022 (“Contest Period”). Contest is open only to individuals who are: (a) legal residents of the United States, (b) physically located in one (1) of the fifty (50) United States or the District of Columbia, and (c) at least the age of majority, as defined in the entrant’s state of residence, at the time of entry. Void in Puerto Rico, outside the United States, within the United States territories, and where prohibited by law. By participating in this Contest, Entrants agree to be bound by these Official Rules.

American Red Cross is the Sponsor of this Contest.

2. **TO ENTER:** This is a contest and there is no element of chance. An Entrant can enter the Contest by registering to host a fundraiser at <https://www.redcross.org/donations/ways-to-donate/play-games-and-fundraise/rescue-royale/fundraiser-stream-a-thon.html>, and providing all the information requested, including name, valid email address, and valid mailing address to complete the process of creating a Rescue Royale fundraiser. Participation constitutes Entrant’s full and unconditional agreement to these Official Rules, along with the Contest website terms and conditions, if any, and to be bound by Sponsor’s [privacy policy](#) and to all decisions of Sponsor, which are final in all matters related to the Contest and which Sponsor may decide in its sole discretion. Winning a Prize is contingent upon fulfilling all requirements set forth herein. By submitting an Entry, you agree that Sponsor may contact you via social media, including on Facebook, Instagram or Twitter by sending you a direct message, tagging you, posting to your social media page or naming you on Sponsor’s social media pages.

3. **SELECTION OF WINNER:** At the end of the Contest, the nine (9) Entrants whose Contest fundraiser generates donations to Red Cross on the Rescue Royale Grand Finale Campaign page from the greatest number of individual donors will win. An “individual donor” is a unique identifiable person or entity, as demonstrated through the name, addresses (email and credit card), payment information and other identifying information provided during the Contest donation process. Each potential prize winner will be notified within seventy-two (72) hours after the Contest ends, using the email address or phone number provided with Entry, and may be awarded the prize subject to verification of eligibility, including return of the Affidavit, as defined below, and compliance with the terms of these Official Rules. Notification will be from Sponsor from the email address: [charitystream@redcross.org](mailto:charitystream@redcross.org); a notification of winner selection from any other entity or address is fraudulent.

If a chosen winner fails to respond within twenty-four (24) hours after the second of two (2) attempts to make contact, then he/she will be disqualified and the Entrant whose Contest fundraiser generated the next largest number of individual donors (and who has not already been chosen as a potential prize winner) will be named as prize winner, subject to the conditions stated above, and so on, until nine (9) valid prize winners are identified. In the event of any tie between or among two (2) or more Entrants, the Entrant who raised the largest amount of money for Red Cross during the Contest will be selected as the winner. If the tie remains, then Sponsor will select the prize winner based on another selection method of its choosing, which method shall not be random.

4. **PRIZES:** Nine (9) Prizes (defined below) will be awarded. Each Prize Winner will receive one (1) Prize package consisting of: A trip on October 14-16, 2022, for one (1) person to attend the Rescue Royale Las Vegas Finale to be held on October 15, 2022.

Prize includes (a) roundtrip economy-class airfare for one (1), (b) two nights at the Luxor Hotel, and (c) round trip ground transportation to and from airport and hotel. Each Prize including all elements set forth above shall be referred to collectively as “Prize.” Approximate retail value (ARV) of the Prize package is \$1,300. The Prize elements are subject to change or cancelation, at the Sponsor’s discretion, if any advertised prize becomes unavailable.

5. **PRIZE RESTRICTIONS:** Each Prize Winner will be awarded a trip to the Rescue Royale Las Vegas Finale at the Hyper X Esports Arena Las Vegas Luxor Hotel & Casino, Luxor Dr, Las Vegas, NV 89119. Prize includes (i) roundtrip coach airfare for one (1) person from the airport (located within the continental United States) nearest the winner’s residence to Las Vegas McCarron Airport, Las Vegas, Nevada, and (ii) standard hotel accommodations for 2 nights at the Luxor Hotel in Las Vegas. Travel restrictions, conditions and limitations may apply. ARV of Prize may vary depending on point of departure and fare/rate fluctuations. Any additional person who participates in the Prize must pay his/her own expenses.

Prize winner must be able to travel on dates to be determined by Sponsor. All meals, ground transportation and incidentals not described herein and incurred by Prize winner will be the sole responsibility of the Prize winner.

If a Prize winner resides within a sixty (60) mile radius of Las Vegas, Nevada (a “Local Resident”), in lieu of the round-trip air transportation portion of the Prize, the Prize winner will receive round-trip limousine transportation of Sponsor’s choice from Prize winner’s residence to the hotel. No compensation will be awarded in lieu of the difference in the ARV for the Prize for a Local Resident and the ARV for a Prize Winner who is not a Local Resident.

Sponsor will determine which airport is closest to each Prize winner’s home. Prize Winner is responsible for obtaining all necessary travel documents. Travel arrangements must be made through Sponsor’s agent and on an airline carrier of Sponsor’s choice. Winner is also responsible for obtaining travel insurance (and all other forms of insurance) at his/her option and hereby acknowledges that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. No refund or compensation will be made in the event of the cancellation or delay of any flight except at Sponsor’s discretion. Travel is subject to the terms and conditions set forth in this Contest, and those set forth by Sponsor’s airline carrier of choice as detailed in the passenger ticket contract. The passenger contracts in use by the airlines or other transportation companies shall constitute the sole contracts with respect to the Prize winner’s transportation and such contracts shall be solely between the Prize winner and such transportation companies. Lost, stolen or damaged airline tickets will not be replaced or exchanged. With the exception of stopovers approved in advance at Sponsor’s sole discretion, no stopovers are permitted on tickets issued as part of the Prize. If a stopover occurs, the Prize travel will terminate and winner will be responsible for the full fare which will be charged from the stopover point for the remaining trip segment(s), including the return. Airline tickets issued in connection with the Prize may not be eligible for frequent flyer miles or upgrades. Winner must comply with all hotel check-in requirements, including, but not limited to, the presentation of a payment card. Air transportation

and hotel accommodations must be taken together and cannot be taken separately. SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS OR SUBSTITUTIONS OR ANY ACT OR OMISSIONS WHATSOEVER BY ANY AIR CARRIER(S) OR OTHER TRANSPORTATION COMPANIES, LODGING AND/OR OTHER HOSPITALITY PROVIDERS, ENTERTAINMENT PROVIDERS OR SIMILAR THIRD PARTIES, OR ANY OTHER PERSONS PROVIDING ANY OF THESE SERVICES TO WINNERS INCLUDING ANY RESULTS (INCLUDING BUT NOT LIMITED TO COSTS OR INJURIES) THEREOF SUCH AS CHANGES IN SERVICES OR ACCOMMODATIONS NECESSITATED BY SAME.

In the event a Prize Winner engages in behavior during the travel, hotel stay and Rescue Royale Las Vegas Finale that (as determined by Sponsor in its sole and absolute discretion) is obnoxious, inappropriate, or threatening, illegal, or that is intended to annoy, abuse, threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image, and/or customer goodwill of Sponsor or any of Sponsor's services, products, trademarks, service marks, or logos, Sponsor reserves the right to terminate the travel early, and send winner home with no further obligations or compensation whatsoever to winner (which may, in Sponsor's discretion, result in such winner's disqualification from the Contest and forfeiture of any (and/or all) prize(s)). In the event winner engages in behavior during travel that (as determined by Sponsor) is illegal, tortious, or subjects winner to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by winner as a result of such conduct.

SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE PRIZE OR ANY OTHER ASPECT OF PRIZE WINNER'S ACCEPTANCE OR USE OF THE PRIZE.

6. VERIFICATION OF WINNER: ALL POTENTIAL PRIZE WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR. SPONSOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST, INCLUDING THE ADMINISTRATION, OPERATION, SELECTION OF THE WINNER, AND ALL OTHER MATTERS RELATED TO THE CONTEST. AN ENTRANT IS NOT A WINNER OF A PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. Except where legally prohibited, potential Prize winner(s) must sign and return an Affidavit of Eligibility, Release of Liability and Publicity Release, and any other related documentation required by the Sponsor (collectively, the "Affidavit"), which will be included with the email notification, within three (3) days following notification of winning, or an alternate winner may be selected. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of an alternate potential Prize winner(s), if any.

7. PRIZE CONDITIONS: Each Prize winner is responsible for reporting and paying all taxes associated with his/her receipt of the Prize. Sponsor will withhold and/or report taxes, if any, as required by the applicable laws of Sponsor's and Prize winner's jurisdictions. The Prize is provided "as is" and each Prize winner assumes all risks associated with its use. Sponsor hereby disclaims

any and all warranties, whether express or implied, associated with the Prize. If any winner cannot accept the Prize as stated, such winner's prize will be forfeited, and an alternate winner will be selected as set forth above. The Prize cannot be substituted, assigned, transferred, redeemed for cash, or sold on any internet site; however, Sponsor reserves the right to make an equivalent Prize substitution at its sole discretion. No Prize transfer, assignment, or substitution by the Prize winner is permitted. No more than the stated number of Prizes will be awarded.

**8. GENERAL RULES AND RELEASES:** All federal, state and local laws and regulations apply. BY PARTICIPATING IN THIS CONTEST, ENTRANT AGREES THAT SPONSOR AND ITS AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, OFFICERS, DIRECTORS, GOVERNORS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES, AND AGENTS (THE "RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANT AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY DAMAGE RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY INTO OR PARTICIPATION IN THIS CONTEST OR IN ANY CONTEST-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS CONTEST CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE RELEASED PARTIES. BY PARTICIPATING IN THIS CONTEST, ENTRANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

Sponsor is not responsible for any typographical or other error in the offering or the announcement of any Prize or in the administration of the Contest. Sponsor is not responsible for lost, interrupted, or unavailable network, server, or other connections, telephone transmission problems, or garbled transmissions or miscommunications; computer or software malfunctions, or damage to a user's computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Sponsor is also not responsible for any connectivity failures on redcross.org, any social media platforms and any other platform(s) used by Entrant in connection with the Contest. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If any provision of these Official Rules should be held unenforceable or invalid for any reason, then that provision or portion thereof

shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable.

In the event of any conflict or inconsistency between these Official Rules and any promotional materials for the Contest, these Official Rules shall prevail and control. Pre-approved Contest related materials containing licensed marks are used with permission. Notwithstanding anything in these Official Rules, **Sponsor reserves the right, in its sole discretion, to cancel the Contest for any reason.** In doing so, Sponsor is not obligated to distribute the Prizes. In addition, Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor. If any provision of these Official Rules should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable.

9. PUBLICITY: EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE CONTEST CONSTITUTES ENTRANT'S GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), AND THE RELEASED PARTIES THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLD WIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING, BUT NOT LIMITED TO, THE WORLD WIDE WEB, AT ANY TIME OR TIMES, THE ENTRANT'S ENTRY, NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS AND BIOGRAPHICAL INFORMATION (INCLUDING, BUT NOT LIMITED TO, HOMETOWN AND STATE) FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION.

10. LIMITATIONS OF LIABILITY: WITHOUT LIMITING THE FOREGOING, the Released Parties are not responsible for: (i) technical failures of any kind, including, but not limited to, the malfunctioning of any computer, cable, network, hardware or software, delay in operation or transmission, communications line failure, technology outage, theft or destruction or unauthorized access to, or whether caused by the Entrant or any of the equipment or programming associated with or utilized in the Contest; (ii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iii) unauthorized human intervention in any part of the charity stream process or the Contest; (iv) electronic, clerical or human error which may occur in the administration of the Contest or the transmission, receipt or processing of charity stream donations or notification of winner; or (v) any injury or damage to persons or property, including, but not limited to, Entrant's computer, hardware or software, which may be caused, directly or indirectly, in whole or in part, by Entrant's participation in the Contest or any Prize winner's receipt, use and/or enjoyment of the Prize.

Under no circumstances, including their own negligence, shall the Released Parties be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the web site, or out of any breach of any warranty. This exclusion or limitation of liability will not apply to the extent that any applicable statute prohibits such exclusion or

limitation of liability. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE CONTEST AND SPONSOR'S WEB SITES IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES; CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS REGARDING THESE LIMITATIONS OR RESTRICTIONS. Any attempt by an Entrant or other individual to deliberately damage any website or undermine the legitimate operation of this Contest, including, but not limited to, any fraudulent claims, may be a violation of criminal and civil laws. Should such an attempt be made, Sponsor reserves the right to seek remedies and damages from any such individual, to the fullest extent permitted by law, including criminal prosecution. Entrants engaging in any of the foregoing activities may be disqualified and will forfeit any Prize won.

11. GOVERNING LAW /JURISDICTION: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants or Sponsor in connection with the Contest will be governed by and construed in accordance with the laws of Washington, D.C., without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, not to exceed fifty US Dollars (US\$50.00), but in no event attorneys' fees; and under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

12. PRIVACY: Any personal information sent to, shared with or collected by Sponsor in connection with the Contest is subject to the Red Cross Privacy Policy, found at <https://www.redcross.org/privacy-policy.html>, and the privacy policy of Microsoft Corporation ("Microsoft"), found at <https://privacy.microsoft.com/en-us/privacystatement>, and Entrant understands that the Entrant is providing such information to Sponsor and to Microsoft. Sponsor and Microsoft will process Entrant's personal information according to their responsive privacy policies, and Sponsor and its agents, affiliates, subsidiaries, representatives or service providers may use Entrant's personal information submitted with Entry for purposes of prize fulfillment, including sharing such information with third parties retained by Sponsor therefor, and/or for future marketing by Sponsor, such as to notify them of an event or contest that Sponsor thinks may be of interest.

12. WIN LIST OR OFFICIAL RULES REQUEST: For a list of winners, available after October 17, 2022, or to receive a copy of these Official Rules, send an email to [charitystream@redcross.org](mailto:charitystream@redcross.org), or a self-addressed stamped envelope in a separate first class stamped envelope to: American Red Cross, Attn: Rescue Royale Grand Finale Contest, 431 18th Street, NW, Washington, DC 20006. Requests should be received no later than April 30, 2023.

13. SPONSOR: American Red Cross

// End of Official Rules //