

American Heart Association- Physical Activity Grants – Official Rules

SPONSOR: American Heart Association, Inc. (“AHA”) is the sponsor of the Fitness Break Grants (the “Grant”), in collaboration with NFL PLAY 60.

ELIGIBILITY: These Rules apply to all participants. **No purchase or donation is necessary to enter or win. A purchase or payment of any kind will not increase the chances of winning. Void where prohibited by law.** Participation is open only to schools operating in the United States and its territories. All applicable federal, state, and local laws and regulations apply. Entry in the Grant application process constitutes the entrant’s acceptance of these official rules (“Rules”) along with consent to receive email messages from the AHA in connection with the Grant. Employees and officers of AHA and their immediate family members eligible to submit an entry on behalf of a school. AHA may, from time to time and in its sole discretion, make changes to these Rules as it sees fit.

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.

APPLICATION DATES: Application process begins at 12:01 a.m. on September 26, 2022 (all times Eastern Time) and ends at 11:59 p.m. Eastern Time on October 26, 2022 (“Entry Period”). Winners will be selected from entries properly submitted to the Grant as outlined herein.

HOW TO ENTER: Participants that satisfy the Eligibility requirements described above may enter by tracking minutes of activity in a registered classroom play setting on the NFL PLAY 60 app available for iOS and Android. Schools registering to participate, in the Race to the Super Bowl, should select the NFL team closest to their physical address. Full information on the Race to the Super Bowl can be found on heart.org/NFLPLAY60.

SUBMISSION GUIDELINES: Limit one registration per classroom or section. Multiple classrooms or afterschool programs allowed for individual school.

SELECTION OF WINNERS: There will be one Winner of the Grant per NFL club market for a total of 32. The Winner will be determined based on NFL PLAY club leaderboard placement representing total minutes of physical activity tracked. The selection will be made on December 14, 2022, and the Winner will be notified on or before January 3, 2023. The selection of the Winner is final and binding in all respects. The 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.

Odds of winning depend on the number of eligible entries received during the Entry Period. At the sole discretion of the AHA, disqualification, forfeiture, and the selection of an alternate Winner may result from any of the following:

- (i) a Winner’s failure to respond to notification promptly after transmission;
- (ii) any other non-compliance with the Official Rules.

If the notification is returned as undeliverable, or the Winner is otherwise unavailable or unreachable for any reason, the AHA reserves the right to award the Prize to an alternate winner or decide not to award the Prize, in the AHA's sole discretion.

PRIZES: The Winner will be awarded one (1) check for \$1,000 US dollars from the American Heart Association written to the Winner to be used for the purchase of physical activity or physical education supplies, equipment, or resources. Prizes are subject to availability and may be changed or modified at AHA's sole discretion. Prizes are not transferable, redeemable for cash, or exchangeable for any other prize. Prize winners are solely responsible for reporting and paying any and all applicable taxes and for any other expenses associated with the Prize.

The 32 winning classrooms will then be considered for an additional round of funding, \$1,000, and named the national winner in February 2023.

PUBLICITY: Each participant acknowledges and agrees that any materials submitted and/or entered into the Grant are the sole property of the AHA and may be used by the AHA for any purpose. Each participant hereby grants to the AHA a perpetual, worldwide, royalty-free right and license to publicize, broadcast, display and/or otherwise use the entrant's name, image, likeness, voice, biographical and personal film, or video or audio tape that may be taken of the participant or that are embodied in the materials submitted to the AHA (collectively "Licensed Rights"), in any media now known or hereafter devised throughout the world in perpetuity for advertising, promotion and publicity purposes, without additional review, compensation, permission or approval. Cross promotion of the grant and the grant winners may also appear on all social media and websites owned by the American Heart Association, the NFL, and NFL PLAY 60.

PERSONAL INFORMATION: Any personal information collected through this Grant application process is subject to the AHA's Privacy Statement (<https://www.heart.org/en/about-us/statements-and-policies/privacy-statement>). By entering this Grant application process, each participant agrees to the use of his/her personal information as described in the above Privacy Statement.

DISCLAIMER: ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

RELEASE AND INDEMNIFICATION: The AHA and NFL are not responsible for: (i) any claims, injuries, losses or damages of any kind resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of the Prize(s), or from participation in this Grant application process or any activity or travel related thereto; (ii) any interaction with online Grant application process information, including, but limited to, any incorrect or inaccurate information or technical failures of any kind and/or other computer, network, technical, human or other error, problem or malfunction that may occur in connection with the Grant, the processing of entries, or the selection or notification of the Grand Prize Winner. By entering this Grant application process, each entrant agrees to defend, indemnify, release and hold harmless the American Heart Association, Inc. and the NFL from and against any and all losses, demands, damages, claims, injuries, actions and liabilities of any kind arising out of or related to the entrant's participation in the Grant or participation in any Prize-related activities (including, without limitation, any property loss, damage, personal injury or death to any person).

WINNERS LIST/OFFICIAL RULES: To obtain a copy of the winners list or a copy of these Official Rules, send a self-addressed stamped envelope to: American Heart Association, Physical Activity Grants, 7272 Greenville Avenue, Dallas, TX 75231. Requests must be received by December 31, 2022.

GOVERNING LAW: Any disputes that may arise hereunder will be governed in all respects by the laws of the State of Texas without regard to the conflicts of laws principles of any jurisdiction.

For a list of winners, send a hand-written, self-addressed, stamped envelope to American Heart Association, NFL PLAY 60, 7272 Greenville Avenue, Dallas, TX 75231 by March 3, 2023.

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