## 2025 Indianapolis Live Fierce™ Challenge

The 2025 Indianapolis Live Fierce™ Challenge (the "Challenge") is a program conducted by American Heart Association, Inc. ("AHA"). These terms and conditions ("Rules") apply to all applicants. AHA shall make all determinations as to whether the Rules have been complied with, and the decision of AHA as to any issue is final. Sponsors: Community Health Network is the sponsor ("Sponsors") of this Challenge. Facebook, Instagram and Twitter in no way are a sponsor or administrator of the Challenge and in no way endorse or are affiliated with AHA or this Challenge. Eligibility: No purchase or donation is necessary to participate in the Challenge. The Challenge is open to legal residents of the Indianapolis, IN metropolitan area. Employees of AHA and Sponsors and their immediate family are not eligible to win. 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. THIS CHALLENGE IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW. Time: The Challenge application opens at 8:00 am on June 16, 2025 (all times Eastern Standard Time) and ends at 5:00 pm on September 5, 2025 (the Application Period). All entries must be received during this time. Entry: To enter, participants must complete the above application in its entirety and submit to AHA before the end of the Application Period. AHA and Sponsors are not responsible for late, lost, damaged, misdirected, postage due, stolen, or misappropriated applications. Online applications will be deemed submitted by the authorized account holder of the account or email address through which the application was submitted. Limit one application per person. Determination of Winners: When the Application Period ends, all eligible applications will be evaluated and scored based on the criteria listed in the application. The odds of winning the Challenge depend on the total number of eligible applications. By participating in the Challenge, each participant fully and unconditionally agrees to, and accepts these, Rules and the decisions of the AHA, which are final and binding in all matters related to the Challenge. There will be one winner (the "Winner") of the Challenge. The Winner will be determined by which applications, in the judges' opinions, conform to the criteria set forth in the application and who satisfy the entry requirements above. The Winner will be notified at the conclusion of the Application Period by e-mail or phone by September 12, 2025 and subsequently announced to the public. The determination of the Winners by AHA is final and binding on all participants. Selection as a Winner can be forfeited and awarded to an alternative winner if a Winner does not respond within two (2) 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 had the next best application as determined by AHA. The Prize is not transferable. The Winner will be the applicant that best exhibits the Live Fierce motto. Prize: The Winner will be invited to attend the Indianapolis Heart Walk, September 20, 2025 at Victory Field where they will receive an award certificate. The estimated fair market value of the Prize is \$0.

Additional Agreements: The Winner may be required to execute a Winner Notification Agreement with AHA as a condition of accepting the Prize. The agreement includes releases of

liability in favor of AHA. The Winner may also be asked to execute other agreements with AHA as a condition of accepting the Prize. Consent to Publicity: Except where prohibited by law, by accepting the Prize, the Winner consents to AHA'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 Challenge is impaired or prevented in any way for any reason, including, but not limited to fraud, change of condition, or other technical problems, AHA may in their sole discretion, either: (a) terminate the Challenge; (b) suspend the Challenge to address the impairment and then resume the Challenge 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. AHA reserves the right in its sole discretion to disqualify any individual found to be tampering with the entry process or the operation of the Challenge 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. AHA'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 Challenge is subject to AHA's privacy policy. AHA 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 AHA's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of the Challenge. AHA will not be responsible if weather conditions, event cancellations, acts of God or other circumstances beyond their control prevent the Prize or the Challenge from taking place. AHA makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Challenge. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRIZES ARE PROVIDED ON AN "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND AHA 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 Challenge, participants agree to release, discharge and hold harmless AHA, the Sponsors, Facebook, Instagram and Twitter, 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 Challenge or acceptance, delivery, possession, use or misuse of any prize received in this Challenge. The determinations of AHA are final and binding with respect to any matter arising out of the interpretation or application of these Rules. Any personal information collected by AHA through this Challenge is subject to AHA's Privacy Statement (http://www.heart.org/HEARTORG/General/Privacy-

<u>Policy\_UCM\_300371\_Article.jsp#.VztxKU0UWUk</u>). By entering the Challenge, each applicant agrees to the use of his or her personal information as described in the privacy statement. For a

list of winners, send a hand-written, self-addressed, stamped envelope to American Heart Association, 2025 Indianapolis, IN Live Fierce Challenge,

8720 Castle Creek Pkwy East Dr. Ste 100, Indianapolis | IN | 46250

Requests for the winner list must be received by September 12, 2025

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