

AMERICAN HEART ASSOCIATION HEART ON THE MOVE CHALLENGE

OFFICIAL RULES

1. ELIGIBILITY: NO PURCHASE IS NECESSARY. VOID WHERE PROHIBITED BY LAW. Open only to individuals who register for and participate in the American Heart Association Heart on the Move Challenge (“Challenge”) and are legal residents of the fifty United States and the District of Columbia. All employees of the American Heart Association, Inc. (“AHA”), and their immediate family members and those living in the same household, are eligible to enter but ineligible to win prizes. All applicable federal, state and local laws and regulations apply. Participation in the Challenge constitutes the entrant’s acceptance of these official rules (“Official Rules”).

2. DESCRIPTION OF CHALLENGE:

A. Challenge Period:

The American Heart Association’s Heart on the Move Challenge (“Challenge”) begins and ends on the dates specified on the official Challenge website (the “Challenge Period”).

B. How to Participate:

To participate, individuals must register for the Challenge via the Heart on the Move app and engage in physical activity throughout the Challenge Period. Participants may track movement such as walking, exercise, or other physical activity consistent with American Heart Association healthy living recommendations. Limit one (1) participation per person unless otherwise specified on the Challenge website.

Participation may include logging activity minutes, steps, or other movement metrics as defined by the Challenge website. Participants are responsible for ensuring their activity is accurately recorded within the designated system during the Challenge Period.

3. SELECTION OF WINNERS:

When the Entry Period ends, eligible participants will be entered into a drawing or recognized based on criteria established by the AHA (e.g., participation, activity completion, or leaderboard standings). Odds of winning depend on the number of eligible participants and/or entries received during the Challenge Period.

Prize Winner(s) will be notified by via email. 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 Prize Winner's failure to respond to notification promptly after transmission; (ii) the return of an email notification as undeliverable; (iii) a Prize Winner's failure to provide the AHA with satisfactory proof of age, identity and residency; (iv) a Prize Winner's failure to validly claim the Prize by the date specified in Paragraph 4 below; and (v) any other non-compliance with these 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(s) to an alternate winner(s) or decide not to award the Prize(s), in the AHA's sole discretion.

- 4. PRIZES:** All participants receive a free digital download for joining the challenge. Additional prizes consist of ShopHeart gift cards in the amounts of \$25, \$50, \$75, and \$100. One (1) Prize will be awarded to each Prize Winner. 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. Winners are solely responsible for reporting and paying any and all applicable taxes and for any other expenses associated with the prizes. Provision of any prize is not intended as a recommendation or endorsement by AHA of any product or service. AHA shall not be liable, directly or indirectly, for any damage or loss caused or alleged to be caused by participation in the Challenge or use of any prize.
- 5. PUBLICITY:** Each entrant acknowledges and agrees that any materials submitted and/or entered into the Giveaway are the sole property of the AHA, will not be returned to the entrant, and may be used by the AHA for any purpose. Each entrant 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 background information, and statements, and, without limitation, any notes, photograph, film, or video or audio tape that may be taken of the entrant 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.
- 6. PERSONAL INFORMATION:** Any personal information collected through this Prize Giveaway is subject to the AHA's Privacy Statement ([American Heart Association Privacy Statement | American Heart Association](#)). By entering for a chance to win, each

entrant agrees to the use of his or her personal information as described in the above Privacy Statement.

7. 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.

8. RELEASE AND INDEMNIFICATION: AHA is not responsible for:
(i) any claims, injuries, losses or damages of any kind resulting, in whole or in part, directly or indirectly, from participation in the Challenge, including physical activity-related risks, or from the awarding, delivery, acceptance, use or misuse of any prize; or
(ii) any computer, network, technical, human or other error or malfunction that may occur in connection with the Challenge, the processing of entries, activity data, selection or notification of prizes, or participant notifications.

By entering this Giveaway, each entrant agrees to defend, indemnify, release and hold harmless the American Heart Association, Inc. 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 Giveaway or participation in any Prize-related activities (including, without limitation, any property loss, damage, personal injury or death to any person).

9. 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, 2018 Scientific Sessions Home BP Monitor Prize Giveaway, 7272 Greenville Avenue, Dallas, Texas 75231-4596.

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

11. SPONSORING ORGANIZATION: American Heart Association, Inc., 7272 Greenville Avenue, Dallas, Texas 75231-4596.