## Children's Miracle Network *Real Moms Watch & Win* Sweepstakes Official Rules

## NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

**ELIGIBILITY:** The Children's Miracle Network *Real Moms Watch & Win* Sweepstakes ("Promotion") is open only to legal residents of the fifty (50) United States and the District of Columbia who are 18 years of age or older as of date of entry. By participating in the Promotion, participant fully and unconditionally agrees to and accepts these Official Rules and the decisions of Children's Miracle Network Hospitals, a not-for-profit, section 501(c)(3) ("Sponsor"), which are final and binding in all matters related to the Promotion. Employees of Sponsor, Rogers & Cowan and their respective parents, subsidiaries, affiliates, promotion and advertising agencies, and members of their immediate family (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win. Void where prohibited by law. Promotion is subject to all applicable federal, state and local laws.

**PROMOTION PERIOD:** Promotion begins at 12:00 a.m. Pacific Time ("PT") on December 2, 2019 and ends at 11:59 p.m. PT on December 23, 2019 ("Promotion Period"). Sponsor's clock is the official time keeping device for this Promotion. Entries not received within the Promotion Period will be void.

**HOW TO ENTER:** During Promotion Period, visit cmnhospitals.org/realmomswin where Sponsor will have three (3) web episodes available for viewing. After watching an episode, follow the instructions to complete the multiple-choice quiz provided along with the online entry form and submit to receive one (1) entry ("Entry"). Entries must be received no later than 11:59 p.m. PT on December 23, 2019 to be eligible for the random drawing. Your responses to the quiz questions do not need to be correct to receive an Entry. Standard data rates on your mobile phone may apply if you elect to participate on your mobile phone. See your wireless service provider for pricing plan details.

Limit of one (1) Entry per person per episode, for a maximum of three (3) Entries per person throughout the Promotion Period. You may only use one (1) email address to enter the Promotion. Entries received from any person or email address in excess of the above stated limitation will be void.

**RANDOM DRAWING/ODDS:** One (1) potential Grand Prize winner, three (3) potential First Prize winners, and ten (10) potential Second Prize winners will be selected in a random drawing on or about January 1, 2020 from among all eligible entries received throughout the Promotion Period. Odds of winning a prize depend on the number of eligible entries received throughout the Promotion Period.

**WINNER NOTIFICATION:** Sponsor's decisions are final and binding on all matters relating to this Promotion. Potential winners will be notified via phone, email and/or mail on or about January 8, 2020 and may be required to complete an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law) and any other documents

required by Sponsor, which must be returned within five (5) business days of date appearing on prize notification. Return of prize or prize notification as undeliverable, failure to sign and return requested documentation within the specified time period, winner declines the prize for any reason prior to award, the inability of Sponsor to contact a potential winner within a reasonable time period or noncompliance with these Official Rules by a potential winner will result in disqualification and, at Sponsor's sole discretion, the applicable prize may be awarded to an alternate winner. In the event a winner is at least 18, but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winners set forth herein.

**GRAND PRIZE (1):** A \$500 Kendra Scott gift card. Approximate Retail Value ("ARV") of Grand Prize: \$500.

FIRST PRIZES (3): A \$100 Kendra Scott gift card. ARV of each First Prize: \$100.

SECOND PRIZES (10): A \$50 Kendra Scott gift card. ARV of each Second Prize: \$50.

Gift cards are subject to certain terms and conditions as specified by issuer. Winners are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Sponsor's sole discretion. Total ARV of all prizes: \$1,300.

**GENERAL CONDITIONS:** By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor, which shall be final and binding in all respects relating to this Promotion; (b) to release, discharge and hold harmless Sponsor, Rogers & Cowan and their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Promotion or any Promotion-related activity or the acceptance, possession, use or misuse of any awarded prize; and (c) to the use of his/her name, voice, performance, photograph, image, entry, and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use. By participating, entrant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Promotion without the prior consent of the Sponsor, which it may withhold in its sole discretion.

**LICENSE/USE OF ENTRIES:** By submitting an Entry, and to the extent allowed by law, you grant the Released Parties a perpetual, worldwide, royalty-free, non-exclusive, sub licensable, unconditional and transferable license to edit, modify, cut, rearrange, add to, delete from, reproduce, encode, store, modify, copy, transmit, publish, post, broadcast, display, adapt, exhibit and/or otherwise use or reuse your Entry, name, photo, quiz

responses and biographical material including, but not limited to, all materials submitted in connection with the Promotion in any and all media, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation to entrant or any third party.

**MISCELLANEOUS:** Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, delayed, misdirected, undelivered, or garbled Entries or guizzes, or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Entries or quizzes, the announcement of the prizes, or in any Promotion-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Promotion or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Promotion or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Should any portion of the Promotion be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, posts, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Promotion (or portion thereof) and, if terminated, at its discretion, select the potential winners from all eligible, non-suspect entries received prior to action taken. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**ARBITRATION:** Except where prohibited by law, as a condition of participating in this Promotion, participant agrees that (1) any and all disputes and causes of action arising out of or connected with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held in Miami, Florida; (2) the Federal Arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees,

other than participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Promotion), and participant further waives all rights to have damages multiplied or increased.

**CHOICE OF LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the substantive laws of the State of Utah, USA.

**REQUEST FOR WINNER'S NAMES:** For the names of the winners (available after January 2, 2020) send a self-addressed, stamped, envelope by February 2, 2020 to: Children's Miracle Network *Real Moms Watch & Win Sweepstakes* Winners, 205 West 700 South Salt Lake City, UT 84101.

**SPONSOR:** Children's Miracle Network Hospitals, 205 West 700 South Salt Lake City, UT 84101.

## ABBREVIATED OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. Starts on 12/2/19 at 12:00 a.m. PT and ends on 12/23/19 at 11:59 p.m. PT. Open to legal residents of the 50 U.S. & D.C., 18+Void where prohibited by law. Subject to full Official Rules available at cmnhospitals.org/realmomswin. Sponsored by Children's Miracle Network Hospitals, a not-for-profit, section 501(c)(3).