

**OFFICIAL RULES
CHILDREN’S MIRACLE NETWORK HOSPITALS
MIRACLE NETWORK DANCE MARATHON
CHILD HEALTH DAY CONTEST**

THIS CONTEST IS INTENDED FOR PARTICIPATION IN THE UNITED STATES ONLY. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE THE CHANCE OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. **Official Rules.** This document (“Official Rules”) contains the official rules, terms and conditions that govern participation in the Children’s Miracle Network Hospitals (“CMN Hospitals”) Miracle Network Dance Marathon Child Health Day Contest (the “Contest”).
2. **Contest Overview.** CMN Hospitals will award one (1) Grand Prize to the Dance Marathon participant who enters the Contest as detailed below and raises funds on Child Health Day as detailed below.
3. **CMN Hospitals.** The Contest is being conducted by CMN Hospitals, headquartered at 205 South 700 West, Salt Lake City, UT 84101. Questions about the Contest may be directed to Elyse Meardon c/o CMN Hospitals, 205 West 700 South, Salt Lake City, UT 84101. Telephone: (801) 214-7400.
4. **Eligibility.**
 - a. The Contest is only open to individuals who are over the age of eighteen (18), are Dance Marathon collegiate participants registered for an event with a URL that begins with www.events.dancemarathon.com and are legal residents of the United States or the District of Columbia. Participants in Dance Marathon programs that fundraise using other platforms are not eligible.
 - b. The following persons are not eligible to participate: alumni of Dance Marathon events, employees, contractors, directors and officers of CMN Hospitals as well as the employees of any vendor of CMN Hospitals involved in any way with administration of the Contest, and their immediate family members (spouse, parent, child, sibling, grandparent, and/or “step”) of each and those living in their same households (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the Contest). The Contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited. Certain eligibility restrictions may apply.
5. **How to Enter.** To enter, participants must comply with the following entry requirements (“Entry Requirements”):
 - a. Register or be registered as a Dance Marathon participant for an event with a URL that begins with www.events.dancemarathon.com.
 - b. Post a photo or other post on a public, not private, account on Facebook, Twitter or Instagram using the hashtags #ChildHealthDay and #ChangeKidsHealth before 12:00 a.m. Pacific Daylight Time on October 8, 2019.
 - c. Raise funds on an event site with a URL that begins with www.events.dancemarathon.com after 11:59 p.m. Pacific Daylight Time on

October 6, 2019 and before 12:00 a.m. Pacific Daylight Time on October 8, 2019 (the “Contest Period”).

- d. Participants who comply with these entry requirements will receive one (1) entry (“Entry”) into the Contest.
 - e. Compliance with the Entry Requirements will be determined by CMN Hospitals in its sole discretion. One Entry per person allowed. Entries that do not comply with the Entry Requirements, as determined by CMN Hospitals, in its sole discretion, or do not meet the applicable deadlines, will be disqualified from the Contest.
 - f. CMN Hospitals is not responsible for lost, late, incomplete, invalid, un-intelligible or misdirected Entries, which are disqualified. Use of any automated program to enter will result in disqualification. In the event of a dispute as to any online entry, the authorized account holder of the social media account used to enter will be deemed to be the entrant. Potential winners may be required to show proof of being the authorized account holder.
 - g. If entering via a mobile phone or other web-enabled device and using your wireless carrier’s network, standard data charges from your wireless carrier may apply. Entrants are responsible for any data and messaging rates that might apply. Entries must be in compliance with the Entry Requirements.
6. Agreement to Contest Official Rules. By participating in this Contest, and in particular by entering the Contest by posting on social media using the hashtags #ChildHealthDay and #ChangeKidsHealth, all participants agree to abide by these Official Rules and any decision CMN Hospitals makes regarding the Contest. CMN Hospitals reserves the right to disqualify from the Contest, and to prosecute to the fullest extent permitted by law, any participant or other person who, in CMN Hospitals’ reasonable suspicion, tampers with any website, violates these Official Rules, or acts in an unsportsmanlike or disruptive manner.
7. Determining the Winner.
- a. The winner will be the eligible Dance Marathon participant who has entered the Contest as detailed above and who raises funds on events.dancemarathon.com during the Contest Period. Donations made by Contest entrants will not be counted toward those individual’s fundraising totals for purposes of this Contest.

8. Grand Prize.

- a. One (1) Grand Prize will be awarded. The Grand Prize winner will win a trip to one of the Hawaiian Islands, including first class airfare and five nights' hotel accommodations for two (2) individuals. Total ARV of the Grand Prize is Five Thousand Dollars (\$5,000).
- b. Winner must use the travel portion of the prize within the time dictated by CMN Hospitals or forfeit that portion of the prize. Subject to availability and black-out dates. Winner must book travel at least twenty-one (21) days in advance. Winner and guest must travel on same itinerary. Travel must be round trip. CMN Hospitals will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by the CMN Hospitals' airline carrier of choice as detailed in the passenger ticket contract. If trip destination is less than 250 miles from a winner's residence, winner will be provided \$200 in spending money for driving expenses in lieu of air transportation. CMN Hospitals is not responsible if any events or any other scheduled activity is delayed, postponed, or cancelled for any reason and winner will not be reimbursed. Tickets may be subject to issuer's standard rain-check policies and procedures. All expenses, travel, and other costs not expressly stated in the package description above are the sole responsibility of winner. Travel companion must execute liability/publicity releases prior to issuance of prize documents. Restrictions, conditions and limitations may apply. Lost, mutilated, or stolen tickets, vouchers or certificates will not be replaced. By accepting ticket prize, Winner agrees to abide by any terms, conditions and restrictions provided by the ticket. CMN Hospitals is not responsible if winner does not use a ticket. The ARV of travel may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

9. Prize Conditions.

- a. Winner is solely responsible for any taxes on the prize he or she receives, and will receive an IRS Form 1099 for the ARV of the prize, if applicable. No cash equivalent or substitution of prize is offered, except at the sole discretion of CMN Hospitals. No transfer of prize is permitted. Unclaimed prizes will not be awarded. If a prize, or any portion thereof, cannot be awarded for any reason, CMN Hospitals reserves the right to substitute prize with another prize of equal or greater value.
- b. Winner will be solely responsible for any and all local, state, and federal taxes, as well as any license and registration or other fees incurred by participation in the Contest, including but not limited to transportation costs, gratuities and other items of an incidental nature. CMN Hospitals will report any individual winnings over \$600 (in cash or fair market value of goods or services) in a one-year period to the Internal Revenue Service. Winner will receive a Form 1099 from CMN Hospitals if CMN Hospitals reports any winnings to the Internal Revenue Service.

10. **NO PURCHASE NECESSARY. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER THE CONTEST.** This Contest is solely to invite Dance Marathon programs to increase and focus their fundraising efforts on Child Health Day. Individuals who donate are not eligible to win anything of any value. Donations made by Contest entrants will not be counted toward those individual's fundraising totals for purposes of this Contest.
11. Winner Notification.
- a. The winner will be notified via email, and the winner's name will be posted on the Miracle Network Dance Marathon Instagram and Facebook pages. It is each entrant's sole responsibility to ensure that they may receive a notification of being a potential winner.
 - b. Potential winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. Proof of U.S. residency, age, and identity may be required to claim a prize. Potential winners are subject to verification by CMN Hospitals, whose decisions are final and binding in all matters related to the Contest. An entrant is not a winner of any prize unless and until entrant's eligibility has been verified and entrant has been notified that verification is complete. If a winner is determined to be ineligible or fails to respond to CMN Hospitals within five (5) days of notification, the applicable prize will be forfeited and CMN Hospitals reserves the right to select a runner-up for the prize in accordance with the judging criteria set out in these Rules.
 - c. Potential winners may be required to execute and return to CMN Hospitals a liability and publicity release and affidavit of eligibility (except where prohibited) within five (5) days of winner notification. If a winner fails to execute and return a liability release and affidavit of eligibility (except where prohibited) within five (5) days of notice of winning, their prize may be forfeited and CMN Hospitals may notify a runner-up from among the remaining eligible Entries.
12. Reservation of Rights. CMN Hospitals reserves the right to modify, suspend or cancel the Contest, and any of these Official Rules, at any time if it determines, in its sole discretion, that the integrity of the Contest has been breached or that continuation of the Contest is unreasonable, impracticable or contrary to applicable law or regulation. Any modification to these Official Rules shall be posted to the miraclenetworkdancemarathon.childrensmiraclenetworkhospitals.org website.
13. Limitation of Liability. CMN Hospitals is not responsible for inaccurate information provided to CMN Hospitals by any participant, or for inaccurate information provided to any participant by any third party. CMN Hospitals is not responsible for lost, late, delayed, incomplete, misdirected or otherwise unreadable posts, regardless of whether due to participant error or failure of any hardware, software, or any other event outside of CMN Hospitals' immediate control.
14. Final Authority. All decisions of CMN Hospitals are final.
15. Governing Law; Waiver; Severability. This Contest and the rights and obligations of CMN Hospitals and participants shall in all respects be governed and enforced in accordance with the laws of the State of Utah applicable to contracts made and preformed therein without reference to applicable choice of law provisions. Failure of CMN Hospitals to enforce at any time the provisions of these Official Rules shall not be

construed to be a waiver of such provisions or of the right of CMN Hospitals thereafter to enforce any such or other provisions of these Official Rules. Every provision of these Official Rules is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the remainder of these Official Rules.