

## **Official Rules**

Starting on November 12, 2020, Dana-Farber Cancer Institute and the Jimmy Fund (“DFCI”) will invite eligible participants via website (<http://www.jimmyfundletsgame.org>), Tiltify (<https://tiltify.com/dana-farber-cancer-institute>), and other methods to support the Jimmy Fund Let's Game fundraising program for DFCI (the “Program”). Participants who: (i) visit the URL reflected in the invitation, (ii) supply all requested information in a complete and accurate fashion to DFCI, (iii) create a fundraising page on Tiltify.com to benefit DFCI, and (iv) raise one thousand dollars (\$1,000) or more as described below on or before December 31, 2021 at 11:59PM ET (the “Fundraising Period”) will be eligible to receive a prize as described below (the “Participants”).

The winners will be determined on an ongoing basis during the Fundraising Period. The Senior Vice President for Philanthropy, or their designee, shall be responsible for determining the winners.

The potential winners will be notified via email. If a potential winner cannot be reached after ten (10) business days from the first notification attempt, or if a Participant is found to be ineligible, or if the notification is returned or undeliverable, or if a Participant declines “winner” status, that Participant will forfeit all rights as the winner, and an alternate winner will be selected. In the event the alternate winner declines a prize, the prize may be designated for another DFCI fundraising event at DFCI’s sole discretion. Prizes will be delivered via a traceable method.

In order to be eligible to win a prize, a Participant must, as of the date of donation, be a legal resident of one of the fifty (50) United States or the District of Columbia.

Participants who raise one thousand dollars (\$1,000) for the Program during the Fundraising Period, as reflected on their Tiltify.com fundraising page, will receive a Jimmy Fund Let's Game e-sports jersey, while supplies last. This prize has a fair market value of sixty dollars (\$60).

All entries must be complete to be eligible. Deadline to participate is December 31, 2021 at 11:59PM ET. Maximum of one (1) prize per Participant.

Prizes are non-transferrable, non-refundable, non-negotiable, not redeemable for cash or for re-sale, and no substitution will be allowed. Prizes will not be replaced if lost or stolen. Other restrictions may apply. Should a prize become unavailable to DFCI for any reason, DFCI reserves the right to substitute an item of equal or lesser value. Winners may be required to sign an affidavit of eligibility, a receipt, a Certificate of Intent, and/or a waiver form provided by DFCI, prior to receipt of the prize.

Any valuation of the prize stated above is based on available information provided to DFCI, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Winners are solely responsible for reporting and paying any and all applicable taxes related to the prize and for paying any expenses associated with a prize which is not specifically provided for in these Official Rules. Winners may be required to provide DFCI with valid identification and a valid taxpayer identification number or social security number before the prize will be awarded. Any person defined as a DFCI employee winning over \$100 in prizes from DFCI may receive an IRS form W-2 shortly following the end of the calendar year and a copy of such form will be filed with the IRS. Any person winning over \$600 in prizes from DFCI may receive an IRS form 1099 shortly following the end of the calendar year and a copy of such form will be filed with the IRS. Any person winning \$5,000 or more in prizes from DFCI may be required to pay the applicable taxes to DFCI before any prize will be awarded, per IRS regulations.

By participating in the Program described above, Participants agree to abide by all terms of these Official Rules and all decisions of DFCI, made in its sole discretion, which decisions shall be final. DFCI will interpret these Official Rules and will resolve any disputes, conflicting claims or ambiguities concerning the rules or the Program, and DFCI’s decisions concerning such disputes shall be final.

All Participants, their heirs, executors and administrators, waive, release and forever discharge DFCI, all sponsoring entities, their respective trustees, directors, officers, employees, and agents, from all claims of

liability, damages and rights of action of whatever nature or description, in equity or at law, present and future, that may arise out of or relate to participation in the Program, including the use of any prize.

DFCI is not responsible for lost or stolen prizes, incorrect or inaccurate transcription of entry information, for any human error, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, theft or destruction or unauthorized access to, or alteration of, entries, for line failures or other failures of any telephone network, server, providers, computer equipment, software or any combination thereof, for inability to access any web site or online service or any other error or malfunction, or for late, lost, illegible, misdirected or incomplete entries which may limit a Participant's ability to participate in the Program. DFCI is not responsible for technical, hardware or software failures of any kind, lost or unavailable network connections or failed, incomplete, garbled or delayed transmissions.

The Program is governed by the laws of the Commonwealth of Massachusetts. By participating in the Program, each Participant consents to the exclusive jurisdiction of the courts located in Suffolk County, Massachusetts, for resolution of all disputes.

Dana-Farber Cancer Institute is the sponsor of the Program. DFCI is located at 450 Brookline Avenue, Boston, Massachusetts 02215.