

## **Giving Day Incentive Official Rules**

**NO PURCHASE, PAYMENT OR DONATION IS NECESSARY TO ENTER OR WIN. A PURCHASE, PAYMENT OR DONATION OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

### **Giving Day Incentive Overview**

Dana-Farber Cancer Institute and the Jimmy Fund (DFCI) will invite eligible participants (as defined below) to participate in the Giving Day Incentive, a virtual incentive beginning on May 1, 2024. Participants who: (i) visit the URL that invited you to participate, (ii) supply all requested information in a complete and accurate fashion, and (iii) submit to DFCI a donation of five dollars (\$5) or more via the Giving Day gift form ([https://danafarber.jimmyfund.org/site/Donation2?df\\_id=3683&mfc\\_pref=T&3683.donation=form1](https://danafarber.jimmyfund.org/site/Donation2?df_id=3683&mfc_pref=T&3683.donation=form1)) on or before May 21, 2024 at 11:59PM ET will receive one (1) limited-edition Jimmy Fund tote bag, while supplies last (the “Participants”).; Participants who: (i) visit the Giving Day social media gift form URL that invited you to participate, (ii) supply all requested information in a complete and accurate fashion, and (iii) submit to DFCI a donation of five dollars (\$5) or more via [https://danafarber.jimmyfund.org/site/Donation2?df\\_id=2765&2765.donation=form1&mfc\\_pref=T](https://danafarber.jimmyfund.org/site/Donation2?df_id=2765&2765.donation=form1&mfc_pref=T) May 1, 2024 through May 22, 2024 (including Giving Day, May 22, 2024) will receive one (1) limited-edition Jimmy Fund tote bag, while supplies last (the “Participants”). There will be a maximum of fifty (50) Giving Day Prizes awarded. There is a maximum of one (1) Giving Day Prize per Participant. There will be a maximum of one hundred fifty (150) Giving Day Prizes awarded. There is a maximum of one (1) Giving Day Prize per Participant.

### **1. Eligibility**

The Giving Day Incentive (the “Giveaway”) is open only to legal residents of Massachusetts. Void where prohibited. In order to participate in the Giveaway or receive a prize, you must fully comply with the Official Rules and, by entering, you represent and warrant that you agree to be bound by these Official Rules and the decisions of the Sponsor, whose decisions shall be binding and final in all respects relating to this Giveaway.

### **2. Sponsor**

Dana-Farber Cancer Institute, 450 Brookline Avenue, Boston, Massachusetts 02215.

### **3. Timing**

The Giveaway begins on May 1, 2024 at 12:01AM ET and ends on May 22, 2024 at 11:59PM ET (the “Entry Period”). The Giveaway is governed by these Official Rules and is subject to all applicable federal, state, and local laws.

### **4. How to Participate**

Participants who make a donation of five dollars (\$5) or more online during the Entry Period will be eligible to receive the Giving Day Prize described below, while supplies last. The first one

hundred fifty (150) Participants will receive a Giving Day Prize. All decisions by Sponsor with the operation and determination of the winners from the Giveaway shall be final.

### **5. Winner Determination**

On or after May 24, 2024 at 11:00AM ET, eligible Participants will be awarded the Giving Day Prize as described below. The potential winners will be contacted using the contact details provided with entry and may be awarded the prize subject to verification of eligibility and compliance with the terms of these Official Rules. Failure by a potential winner to respond to any contact within the stated timeframe will result in disqualification, and Sponsor will select an alternate potential winner in the same manner. Odds of winning a Giveaway prize depend on the number of eligible entries received during the Entry Period for the specific prize.

### **6. POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR. SPONSOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, SELECTION OF THE WINNER AND OTHER MATTERS RELATED TO THE GIVEAWAY.**

### **7. Verification of Potential Winners**

Potential winners may be required to complete and return an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law) (collectively, the "Affidavit") by the date specified by Sponsor, or an alternate potential winner may be selected. In the event (a) potential winner cannot be reached for whatever reason after a reasonable effort has been exerted, or the potential winner notification or Affidavit is returned as undeliverable, (b) potential winner declines or cannot accept, receive or use the prize for any reason, (c) of noncompliance with these Official Rules or any of the aforesaid time periods, (d) potential winner is found to be ineligible to enter the Giveaway or receive the prize, or (e) potential winner fails to fulfill the Affidavit-related obligations, the potential winner shall be disqualified from the Giveaway and an alternate potential winner may be selected in a random drawing, from among the other eligible entries received, as described in Section 5 above. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of alternate potential winner, if any.

### **8. Prizes**

- Giving Day Prize: Up to one hundred fifty (150) Giving Day Prizes will be awarded. Giving Day Prize winners will receive a Jimmy Fund limited-edition tote bag with an approximate retail value of fifteen dollars (\$15) each.

For all Prizes: Prize is non-transferrable, non-refundable, non-negotiable, not redeemable for cash or for re-sale, and no substitution will be allowed. Prize will not be replaced if lost or stolen, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the listed prize for one of equal or greater value for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. All federal, state, and local tax liabilities, as well as any other costs and expenses not specified herein

as being awarded are the sole responsibility of the Winner. Prize will be awarded only if the potential prize winner fully complies with these Official Rules.

### **9. Entry Conditions and Release**

Each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of Sponsor which are binding and final in all matters relating to this Giveaway; (b) defend, indemnify, release and hold harmless the Sponsor and its respective parent, subsidiary, and affiliated companies, celebrities, and any other person and organization responsible for sponsoring, fulfilling, administering, advertising or promoting the Giveaway, and all of their respective past and present officers, trustees, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Giveaway, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of any prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry. Winner acknowledges that the prize is awarded as-is without warranty of any kind.

### **10. Publicity**

Except where prohibited or restricted by law, winner's acceptance of a prize constitutes the winner's agreement and consent for Sponsor and any of its designees to use and/or publish winner's name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by winner regarding the Giveaway or Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval.

### **11. General Conditions**

Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers, trustees, and directors shall not have any obligation or responsibility, including any responsibility to award any prize to entrants, with regard to: (a) entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) entrants who have committed fraud or deception in entering or participating in the Giveaway or claiming the prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the winner to accept the prize for any reason; (f) if a prize cannot

be awarded due to delays or interruptions due to Acts of God, pandemics, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this Giveaway or any promotion or prize related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (a) tampering with the entry process or the operation of the Giveaway, or with any Website promoting the Giveaway; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Giveaway multiple times through the use of multiple email addresses or the use of any robotic or automated devices to submit entries. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Giveaway, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Giveaway, including the entire Giveaway, and/or modify the Giveaway and/or award the prize from all eligible entries received as of the termination date.

## **12. Limitations of Liability**

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Giveaway; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Giveaway; (d) technical or human error in the administration of the Giveaway or the processing of registrations; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Giveaway or receipt or use or misuse of any prize. If for any reason an entrant's registration is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Giveaway. No more than the stated number of each prize will be awarded.

## **13. Disputes**

Except where prohibited, by participating, entrants agree that all issues and questions concerning the construction, validity, interpretation, administration, and enforceability of the Official Rules, or the rights and obligations of an entrant and Sponsor shall be governed by and construed exclusively in accordance with the laws of the state of Massachusetts without giving effect to any principles of conflicts of law of any jurisdiction and that: (1) any and all disputes, claims, and causes of actions arising out of, or connected with the Giveaway, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating, but in no event attorney's fees; (3) under no circumstances will any entrant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. By entering the Giveaway, all entrants agree to be subject to jurisdiction in the Federal and State courts of Suffolk County, Boston and agree that

all disputes relating in any way to this Giveaway must be resolved in the courts of Boston. Entrants agree not to raise the defense of forum non conveniens.

#### **14. Giveaway Results**

To obtain the prize winner list, send an email to [Annual\\_Giving@dfci.harvard.edu](mailto:Annual_Giving@dfci.harvard.edu) with the subject line "Giving Day Incentive – Winner's List." Requests must be received within sixty (60) days of the end of the Entry Period.