

CowParade New England Photo Challenge 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.

CowParade New England Photo Challenge

Dana-Farber Cancer Institute and the Jimmy Fund (DFCI) will invite eligible participants (as defined below) to participate in the CowParade New England Photo Challenge, an online social media contest occurring weekly between June 24, 2023 and September 4, 2023 (the "Program"). Participants who: (i) take a photo(s) with a CowParade New England Cow on display at locations throughout Greater Boston, (ii) share the photo(s) on social media, and (iii) tag @TheJimmyFund and #CowParadeNE will be entered into a drawing for a chance to win a Jimmy Fund Prize described below (the "Participants"). Participants will receive one (1) entry for each eligible photo shared. Drawings to occur on a weekly basis throughout the Program. There will be five (5) Jimmy Fund Prize winners per week for a total of fifty (50) Jimmy Fund Prize winners during the Program.

1. Eligibility

The CowParade New England Photo Challenge (the "Giveaway") is open only to legal residents of the fifty (50) United States (and the District of Columbia). Directors, officers and employees of DFCI, and persons otherwise affiliated with DFCI, with the exception of CowParade New England artists, are not eligible to win the prize; this includes immediate family members of any of the aforementioned groups. The term "immediate family" includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws," or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related. Void where prohibited. In order to enter 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 June 24, 2023 at 6:00AM ET and ends on September 4, 2023 at 5:00PM 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 Receive Drawing Entry and Participate

You can receive an entry into the Giveaway by sharing a photo(s) of a CowParade New England Cow display on social media (Facebook, Instagram and Twitter) from a public account with the tags: (i) @TheJimmyFund and (ii) #CowParadeNE during the Entry Period. Posts must include both (2) tags in order to be eligible. Ten (10) weekly drawings will occur during the Entry Period. Drawings will occur on June 30, July 7, July 14, July 21, July 28, August 4, August 11, August 18, August 25 and August 31. In order to be eligible for a weekly drawing, your entry must be posted by 12:00PM noon on the day of the drawing; entries posted on or after 12:01PM on the day of the drawing will be entered into the subsequent drawing. The final drawing date is September 1, 2023. All decisions by Sponsor with the operation and determination of the winner from the Giveaway shall be final.

5. Winner Determination

Every Friday at 12:01PM during the Entry Period (June 30, July 7, July 14, July 21, July 28, August 4, August 11, August 18, August 25 and August 31), five (5) Participants will be randomly selected amongst all eligible entries to be awarded a prize as described below. The potential winners will be contacted via direct message on the social media account with which they posted the photo 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

- Jimmy Fund Prize: Five (5) Jimmy Fund Prizes will be awarded per week; fifty (50) Jimmy Fund Prizes will be awarded in total during the Program. Jimmy Fund Prize winners will each receive one (1) item with an approximate retail value of ten dollars (\$10). Items may include Jimmy Fund hats, CowParade New England t-shirts, etc. Jimmy Fund Prize winners will not be able to choose the item. Various sizes available for any apparel; apparel winners will have the opportunity to select a size. While supplies last.

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 JimmyFundEvents@dfci.harvard.edu with the subject line "CowParade New England Photo Challenge – Winner's List." Requests must be received within sixty (60) days of the end of the Entry Period.