

## **Rally Against Cancer 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.**

### **Rally Against Cancer Overview**

Dana-Farber Cancer Institute and the Jimmy Fund (DFCI) will invite eligible participants (as defined below) to participate in Rally Against Cancer, a fundraising program occurring between November 16, 2021 and May 13, 2022 (the "Program"). The Program website is [www.rallyagainstcancer.org](http://www.rallyagainstcancer.org). Participants who: (i) visit the URL that invited you to participate, (ii) supply all requested information in a complete and accurate fashion, and (iii) register as an individual or as a member of a Workplace or School team on or before May 13, 2022 at 4:59PM ET will be eligible to participate in the fundraising contests described below for a chance to win the prizes described below (the "Participants;" "Participating Workplaces," "Participating Schools," and together the "Participating Teams").

### **1. Eligibility**

Rally Against Cancer (the "Giveaway") is open only to legal residents of the fifty (50) United States (and the District of Columbia) who are eighteen (18) years of age or older at the time of entry. Directors, officers and employees of DFCI, and persons otherwise affiliated with DFCI, are not eligible to win a drawing 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 November 16, 2021 at 12:01AM ET and ends on May 13, 2022 at 4:59PM 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**

You can participate in the fundraising contests by registering as an individual or as a member of a team for the Program and raising and/or contributing funds for DFCI during the Entry Period.

All decisions by Sponsor with the operation and determination of the winners from the Program shall be final.

### **5. Winner Determination**

On or after May 13, 2022 at 5:00PM ET, winners will be randomly selected amongst all eligible entries to be awarded the prizes described below. Eligibility will be determined based on the dollar amount reflected on the Participant and/or Participating Team fundraising page at the end of the Entry Period. 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. Fundraising Contests and Prizes**

- Team Fundraising Contests: fundraising totals are based on the dollar amount reflected on the Participating Team fundraising page as of May 13, 2022 at 4:59PM ET (the "Fundraising Totals").
  - First-Time Teams: all new Participating Teams participating in the Program for the first time will be entered into a drawing for a chance to win ten (10) Red Sox Jimmy Fund hats, with an approximate retail value of twenty-eight dollars (\$28) per hat. A maximum of two (2) First-Time Teams prizes will be awarded.
  - Schools that Raise \$1,000: Participating Schools that raise one thousand dollars (\$1,000) or more will be entered into a drawing for a chance to win twenty (20) copies

- of the book, *The Adventures of Fenway and Hooper at Fenway Park*, with an approximate retail value of twenty-five dollars (\$25) per book. A maximum of five (5) Schools that Raise \$1,000 prizes will be awarded.
- Companies that Raise \$1,000: Participating Workplaces that raise one thousand dollars (\$1,000) or more will be entered into a drawing for a chance to win ten (10) exclusive Strike Out Cancer t-shirts, with an approximate retail value of twenty-seven dollars and ninety-nine cents (\$27.99) per t-shirt. A maximum of five (5) Companies that Raise \$1,000 prizes will be awarded.
  - Raise \$3,000: The first twenty (20) Participating Teams to raise three thousand dollars (\$3,000) or more will each receive two (2) tickets to a 2022 regular season Boston Red Sox home game at Fenway Park in Boston, Massachusetts, with an approximate retail value of one hundred thirty dollars (\$130) per prize. The date and time of the game will be provided to the winners when available. A maximum of twenty (20) Raise \$3,000 prizes will be awarded.
  - Raise \$5,000: Participating Teams that raise five thousand dollars (\$5,000) or more will be entered into a drawing for a chance to win a Jimmy Fund prize pack, consisting of ten (10) Jimmy Fund jerseys, ten (10) Jimmy Fund hats, ten (10) Jimmy Fund water bottles and ten (10) tickets to the Jimmy Fund Scooper Bowl at Patriot Place in Foxborough, Massachusetts on June 18, 2022. The approximate retail value of a Jimmy Fund prize pack is seven hundred forty dollars (\$740). A maximum of two (2) Raise \$5,000 prizes will be awarded.
  - Raise \$7,500: Participating Teams that raise seven thousand five hundred dollars (\$7,500) or more will be entered into a drawing for a chance to win two (2) tickets to a 2022 regular season Boston Red Sox home game at Fenway Park in Boston, Massachusetts, and one (1) autographed memorabilia item, with a combined approximate retail value of one hundred eighty dollars (\$180) per prize. The date and time of the game will be provided to the winners when available. A maximum of two (2) Raise \$7,500 prizes will be awarded.
  - Raise \$10,000: Participating Teams that raise ten thousand dollars (\$10,000) or more will be entered into a drawing for a chance to win a group package to the John Hancock Fenway Fantasy Day event at Fenway Park in Boston, Massachusetts. The date of the John Hancock Fenway Fantasy Day event is to be determined and will be communicated to the winner when confirmed. Participation includes the following for up to ten (10) individuals: a chance to play ball at Fenway Park with seven (7) fielders and three (3) batters, warm-up batting session in the batting cages for the three (3) batters, exclusive access to the visitor's locker room and dugouts, a PA announcement when at-bat, a photo taken of the Participating Team while on field, Fenway Fantasy Day t-shirts and player gift bags, and lunch. The approximate retail value of the Raise \$10,000 prize is six hundred fifty dollars (\$650). A maximum of one (1) Raise \$10,000 prize will be awarded.
  - Top 75 Teams: The top seventy-five (75) Participating Teams with the highest Fundraising Totals will each receive two (2) invitations to Rally Appreciation Night at Fenway Park in Boston, Massachusetts. The date of Rally Appreciation Night is to be

determined and will be communicated to the winners when confirmed. The approximate retail value of the Top 75 Teams prize is one hundred seventy dollars (\$170). A maximum of seventy-five (75) Top 75 Teams prizes will be awarded.

- Highest Fundraising Team: The Participating Workplace and Participating School with the highest Fundraising Totals will each receive a visit from one (1) current Boston Red Sox player. The date, time and location of the visit is to be determined and will be communicated to the winners when confirmed. The visit may be virtual, as determined by the Boston Red Sox organization and DFCI. The team captain of the winning Participating Workplace and the winning Participating School will be invited to an on-field check presentation at Fenway Park in Boston, Massachusetts. The on-field check presentation is subject to Fenway Park and Boston Red Sox policies at the time of the event. The approximate retail value of the Highest Fundraising Team prize is five hundred dollars (\$500). A maximum of two (2) Highest Fundraising Team prizes will be awarded.
- Individual Fundraising Contests:
  - Donate \$50: Participants who make a donation of fifty dollars (\$50) or more to the Program on or before May 13, 2022 at 4:59PM ET will receive a Red Sox/Jimmy Fund hat, with an approximate retail value of twenty-eight dollars (\$28) per hat. While supplies last.
  - Donate \$100: Participants who make a donation of one hundred dollars (\$100) or more to the Program on or before May 13, 2022 at 4:59PM ET will receive an exclusive Strike Out Cancer t-shirt, with an approximate retail value of twenty-seven dollars and ninety-nine cents (\$27.99) per t-shirt. 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 [RallyAgainstCancer@dfci.harvard.edu](mailto:RallyAgainstCancer@dfci.harvard.edu) with the subject line "Rally Against Cancer – Winner's List." Requests must be received within sixty (60) days of the end of the Entry Period.