

## **CARTER BLOODCARE “TAILGATING GRILL GIVEAWAY” CONTEST OFFICIAL RULES**

### **NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN.**

**CONTEST DESCRIPTION.** The Contest begins on or about 12:01 a.m. Central Standard Time (“CST”) on **September 1, 2024** and ends at 11:59 P.M. CST on **October 31, 2024** (the “Promotion Period”). By participating in the Contest, each entrant accepts and agrees to comply with and abide by these Official Rules and the decisions of Carter BloodCare (“Sponsor”), which shall be final and binding in all respects.

**ELIGIBILITY.** The Contest is open only to persons who are (i) 16 years of age or older (or age of majority in their state) as of the date of entry, (ii) legal residents of, and physically located within, the 50 United States or the District of Columbia (the “Territory”), and (iii) not owners, directors, managers, officers or employees of Sponsor and its respective parent, subsidiaries and affiliated companies and the advertising, promotional or fulfillment agencies, webmasters or suppliers or any company who is a promotional participant, or performing services at the request of Sponsor, nor members of their respective immediate families (spouses, parents, siblings and children) or persons living in the same households (collectively, the “Promotion Entities”)

**VOID WHERE PROHIBITED BY LAW.** The Contest is void where prohibited or restricted by law.

### **ENTRY PROCESS.**

You must present and register to donate blood: Anyone 16 and older who presents and registers to donate blood or blood products regardless of whether a donation is made, during the Giveaway Period will automatically be entered for a chance to win. Up to one (1) Entry via presentation and registration attempts - one (1) per each eligible donor presentation are permitted per Entrant.

All required information must be completed to enter and to be eligible to win. Incomplete entries will be disqualified.

The Promotion Entities are not responsible and shall have no liability for inaccurate, forged, incomplete, stolen, lost, illegible, damaged, mutilated, tampered with, misdirected, delayed or late entries, or by any technical or human error which may occur in the delivery or processing of entries in the Giveaway.

**DISQUALIFICATION OF ENTRANT.** Should Sponsor, determine, in its sole discretion, that any entrant has violated any of the provisions in these Official Rules, Sponsor shall have no obligation to award a Prize to such entrant. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (i) tampering with the entry process or the operation of the Website; (ii) attempting to damage the Website or undermining the legitimate operation of the Website; (iii) acting in violation of these Official Rules or any federal or state, law, rule or regulation; or (iv) acting in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten or harass any other person. Should such an attempt be made, Sponsor reserves the right, in addition to the right to the right to disqualify such person, to seek damages and other remedies from any such person to the fullest extent permitted by law.

**RANDOM DRAWING.** Winners will be selected in a random drawing held at Sponsor’s business headquarters on or about **November 8, 2024**, from all eligible submitted entries received during the Promotion Period. The odds of winning depend upon the number of eligible entries received. The potential prize winner will be required to sign an Affidavit of Eligibility and a Liability Release and (where legal) Publicity Release (the “Prize Claim Documents”). If the potential prize winner is under the age of majority in his or her state of residence as of the date of the drawing (“Minor”), at Sponsor's option, the applicable Prize either will be awarded in the name of a parent or legal guardian of Minor, or a parent or legal guardian of Minor will be required to ratify and sign the Prize Claim Documents.

**PRIZES.** Ten (10) Prizes are available: 1 Carter BloodCare tailgate grill, with an approximate retail value (“ARV”) of \$375. The total combined ARV of all Prizes is \$3750. All expenses incurred in connection with the entry or award or use of a Prize not specified in these Official Rules, including, but not limited to, taxes, food, beverages and other concession items, spending money, gratuities and other incidentals are the sole responsibility of the winner.

All details and other restrictions of Prizes not specified in these Official Rules will be determined by Sponsor in its sole discretion. The Prizes are not redeemable for cash or transferable. No Prize substitutions are allowed except, at Sponsor’s sole discretion, a Prize of equal or greater value may be substituted. No more than the advertised number of Prizes will be awarded. Any Prize submitted by a third party is subject to the restrictions and conditions the third party places on the Prize.

If ticketed events have been awarded as part of a Prize and the event is postponed, rained out, canceled, or for other reasons beyond Sponsor’s control does not occur, Sponsor will not be responsible for replacing that portion of the Prize. Sponsor is not responsible for out-of-town winners' transportation or accommodations for gameday.

**NOTIFICATION OF WINNER.** Sponsor will attempt to notify potential prize winners within within 5 days of the selection date through the contact information on the entry form. Sponsor is not responsible and shall have no liability for any winner notification that is lost, intercepted or not received by the potential winner for any reason or any inability of the winner to accept or use any Prize for any reason including, without limitation, the inability of a winner to use the Prize at the dates and times designated by Sponsor. Disqualification and the selection of an alternate winner for the Prize will result from any of the following: (i) failure of a potential winner or his or her parent or legal guardian if such potential winner is a Minor to execute and return the Prize Claim Documents within 5 days from the time of notification; (ii) the return of any notification of a Prize as undeliverable; (iii) the potential winner’s failure to claim the Prize within 5 days after notice of delivery; or (iv) any other non-compliance with these Official Rules. Any portion of a Prize not accepted by the winner will be forfeited.

**TAXES.** All income, sales, use, withholding and other taxes (and the reporting thereof) imposed as a result of the award of a Prize and any other fees or costs associated with acceptance and use of Prize are solely the winner’s responsibility. It is the winner’s responsibility to understand and abide by any federal, state, local or foreign tax laws that may apply to receipt of a Prize. Winners may be required to complete certain Internal Revenue Service tax information reporting forms before or upon receipt of a Prize.

**CONDITIONS.** Each entrant, by entering this Contest, agrees that: (i) he or she will abide by and be bound by these Official Rules, which are final and binding in all respects; (ii) the Promotion Entities have not made any warranty, representation or guarantee, express or implied, in fact or in law, with respect to any Prize and specifically disclaim all such warranties, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose; and (iii) the Prizes are awarded “AS IS” and WITHOUT WARRANTY OF ANY KIND.

**USE OF INFORMATION.** By accepting a Prize, each winner consents to and gives Sponsor and any other party authorized by Sponsor the unrestricted, absolute, perpetual, worldwide right and license, but not the obligation, (i) to use a winner’s name, address, entry and related content, photograph, likeness, voice, biographical and personal background information, statements, and without limitation, any notes, photograph, film or video or audio tape that may be taken of the winner or of such materials (the foregoing, collectively, the “Likeness”), without further compensation, consideration, review, approval or notice to the winner or to any third party and (ii) to reproduce, copy, modify, create derivative works of, display, perform, exhibit, distribute, transmit or broadcast, publicly or otherwise, or otherwise use and permit to be used the Likeness or any part thereof, whether alone or in combination with other materials (including, but not limited to, text, data, images, photographs, illustrations and graphics and video or audio segments of any nature), in any media or embodiment now known or hereafter developed (including, but not limited to, any format of any computer-based, internet-based, electronic, magnetic, digital, laser or optical-based media), in connection with any of Sponsor’s (or its designee’s) advertising, publicity, trade, giveaways, sweepstakes or contests activities or materials (the “Promotional Materials”) for an unlimited number of times, except where prohibited by law. Each entrant waives any right to inspect or approve any Promotional Materials including or accompanying his or her Likeness. Each entrant further releases Sponsor from any liability or obligation that may arise as a result of the use of his or her Likeness, including, without limitation, claims for invasion of privacy, infringement of his or her right of publicity, and defamation (including libel and slander). Each entrant understands that the entire compensation for use of his or her Likeness is receipt of the Prize from Sponsor, and each entrant waives any right to residual income, royalties and any other income payment or any other benefit which might otherwise accrue from the use of his or her Likeness.

**RIGHT TO CANCEL.** Sponsor reserves the right to cancel or modify the Contest (i) in the event the Contest is challenged by any legal or regulatory authority, (ii) if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the security, fairness, integrity or proper conduct of the Contest, as determined by Sponsor in its sole discretion, or (iii) if the Contest is not capable of completion as planned for any reason, including because of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures of any sort or any other causes beyond Sponsor’s control, which in the sole opinion of Sponsor, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Contest. In the event of such cancellation, termination, modification or suspension, a notice thereof will be posted at the Website, and the winners will be determined solely by Sponsor in a random drawing among all eligible, non-suspect or non-disqualified entries received prior to the termination or cancellation. In such event, the Promotion Entities shall have no liability to any entrant who is disqualified due to such action.

**LIMITATIONS.** The Promotion Entities expressly disclaim any liability from the use of registration information by Sponsor or third parties. The Promotion Entities are not responsible for (i) interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, web sites, cellular towers or equipment, computer systems or equipment or other connections, availability or accessibility problems; (ii) failed, jumbled, delayed or misdirected computer, telephone or cable transmissions; (iii) any technical malfunctions, failures or difficulties, printing errors, clerical, typographical or other errors in the offering or announcement of any prize or in any prize notification documents; (iv) the incorrect or inaccurate capture of information, or the failure to capture any information; (v) viruses or bugs; or (vi) problems or malfunctions of any computer system, equipment or software, the failure of e-mail on account of technical problems, or traffic congestion on the Internet or at any website or combination thereof, including, injury or damage to an entrant's or to any other person's computer system or cellular phone related to or resulting from accessing the Website, downloading any materials or information necessary to participate in the Contest or participating in the Contest or accepting a Prize.

**AMENDMENT.** Sponsor reserves the right to modify the Official Rules for clarification purposes without materially affecting the terms and conditions of the Contest or as required by law.

**PRIVACY.** Entry information may be shared with Sponsor's Promotional Entities. Except as provided in these Official Rules, any entry information collected from the Contest shall be used in accordance with Sponsor's Privacy Policy, located at <https://www.carterbloodcare.org/privacy-policy/>.

**INDEMNITY/RELEASE.** Each entrant indemnifies and holds harmless the Promotion Entities and their owners, directors, officers, managers, employees and agents from any and all liability for any damage, liability or loss of any kind or nature to persons, including death or property, resulting in whole or in part, or arising from, directly or indirectly, or in connection with the Contest or the award, acceptance, use, misuse, failure or inability to use, possession or loss of any Prizes or any Prize-related activity. Each entrant releases Sponsor, the Promotion Entities and their owners, directors, managers, officers, employees and agents from any and all liability, known or unknown, fixed or contingent, for any loss, harm, damages, costs or expenses of any nature, including, without limitation, personal property and personal injury damages arising out of participation in the Contest, Prize acceptance, use, misuse, failure or inability to use, loss or possession of any Prize, participation in any Prize-related activity and for all claims based on rights of publicity, personality, privacy or loss of enjoyment, moral rights, defamation or Prize delivery. Under no circumstances will an entrant be permitted to obtain awards for, and each entrant hereby waives all rights to claim, any punitive, indirect, incidental, consequential, exemplary, or any other damages, other than for actual out-of-pocket expenses. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, and in no event will any entrant be entitled to receive attorneys' fees or court costs. All causes of action arising out of or connected with this Contest or the awarded Prizes shall be resolved individually, without resort to any form of class action. Failure to enforce any terms of these Official Rules shall not constitute a waiver of any provision.

**FORCE MAJUERE.** Neither Sponsor nor the Promotional Entities are responsible or liable to any entrant or winner or any person claiming through such entrant or winner for the inability to enter

or participate in the Contest, or for failure to supply or the inability to accept or use the Prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, pandemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Sponsor's or Promotion Entities' control.

SEVERABILITY. If any provisions of these Official Rules are determined to be invalid or unenforceable, the remaining provisions of these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained herein.

GOVERNING LAW/JURISDICTION. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. VENUE FOR ANY ACTION SHALL BE BROUGHT IN THE FEDERAL AND STATE COURTS LOCATED IN DALLAS, TEXAS.

WINNER'S LIST. Any legally-required winners list may be obtained after **November 22, 2024** and no later than **December 31, 2024** by sending a self-addressed, stamped envelope to: "Carter BloodCare" Contest, c/o Carter BloodCare, 2205 S. Highway 121, Bedford, Texas 76021. For a copy of the Official Rules, (i) print the web page or (ii) send a self-addressed, stamped envelope to: "Tailgating Grill Giveaway Contest", c/o Carter BloodCare, 2205 S. Highway 121, Bedford, Texas 76021. Vermont residents may omit return postage on Official Rules requests. Requests received after the close of the Promotion Period will not be honored.

SPONSOR. Carter BloodCare, 2205 S. Highway 121, Bedford, Texas 76021.

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