



OFFICIAL RULES - BLOODWORKS TUITION GIVEAWAY PROMOTION

Winter 2017-2018 Dates: Sunday, December 17- Saturday, January 13

NO PAYMENT OR PURCHASE NECESSARY. VOID WHERE PROHIBITED. ANY PAYMENT OR PURCHASE DOES NOT IMPROVE CHANCE OF OBTAINING A TUITION AWARD ("AWARD"). THIS BLOODWORKS TUITION GIVEAWAY PROMOTION ("PROMOTION") IS NOT SPONSORED BY ANY ENTITY OTHER THAN BLOODWORKS. BY PARTICIPATING IN THIS PROMOTION, YOU AGREE TO THE TERMS AND CONDITIONS OF THESE OFFICIAL RULES. ELIGIBLE MINORS SHOULD OBTAIN PERMISSION FROM THEIR PARENTS/LEGAL GUARDIAN PRIOR TO PARTICIPATING IN THIS PROMOTION. SPONSOR: Bloodworks, a charitable, nonprofit corporation organized under the laws of the State of Washington ("**Sponsor**", "**Bloodworks**"). **Website:** at www.Bloodworksnw.org **Sponsor Physical Address:** Main office located at: 921 Terry Ave, Seattle, WA 98104. **Sponsor Promotion Management:** This Promotion and Award will be managed and administered by the "**Sponsor Administrator**", which will be a Senior Program Manager of Bloodworks' or other individual as specified by Sponsor. Sponsor Administrator is responsible for the processing of entries of participants, administration of the Promotion and Awards. Contact Sponsor or Sponsor Administrator with any questions, comments, problems, or questions concerning this Promotion (contact information provided below). **PARTICIPANT ELIGIBILITY REQUIREMENTS:** You must be a legal resident of Washington or Oregon, be between 16 years of age or older at time of participation, registered with Bloodworks to be a participant in the Promotion, enrolled in either high school or an accredited post-secondary institution and planning on attending a college or postsecondary vocational institution of which any Award You earn shall be applicable towards tuition and/or as otherwise noted herein regarding "Rights of Usage" ("**Participant**", "**You**", "**Your**"). **All Participants:** (A) You are not eligible if you or a member of your "immediate family" ("**Immediate family**" means spouses, parents, children, siblings and step-parents/children/siblings, whether or not living at the same residence or household, whether or not related) is an (1) employee, officer or director of Sponsor, or (2) owner/operator or a person responsible for purchasing and/or Promotion or Award decisions by Sponsor; (B) You must host a new, community blood drive dated to occur sometime between June 1st and September 31st, 2017 (when the blood supply is often very low) and such blood drive must be located in Washington or Oregon The Award amount depends on whether the blood drive is located in Washington or Oregon (see Sponsor Administrator for more details); (C) have a minimum of donors as described in the Award section below. Participation in the Promotion is NOT dependent on donors being able to actually donate with Bloodworks. Registration to donate of the required donors makes You eligible for an Award provided You meet all of the eligibility requirements of these Official Rules. **AWARD and PROMOTION PERIOD:** The Awards and details of the Promotion Period are offered as per the attached **Exhibit A** which shall be deemed attached and made a part hereof. For further details, please contact Bloodworks or Sponsor Administrator directly as other rules and restrictions may apply. A Participant may split or agree to a percentage between Participants of an Award with one other Participant (herein "**Shared Awards**"), provided all the requirements of each Participant are met as noted in these Official Rules, and the designation of the percentage of the Award is agreed upon ahead of time by each Participant and submitted in writing to Bloodworks with each Participant indicating such approval by their signature. Bloodworks will not be responsible for any determinations of percentages of "Shared Awards" between Participants. The Tuition Award will be eligible to be given by Bloodworks directly to any college or postsecondary vocational institution in the United States or Canada. Other international colleges or postsecondary vocational institutions will be reviewed by Bloodworks on a case-by-case basis per any applicable rules and regulations that may apply. Awards may not be combined with any other Bloodworks promotion. Participants may host more than one scholarship blood drive during the promotion period. See Exhibit A for additional details. **PARTICIPANT NOTIFICATION OF AWARD:** Participants that earn the Tuition Award ("**Awardee**", "**Awardee(s)**") will be designated as such from all eligible participants that successfully complete the Participant Eligibility Requirements herein and Award parameters. Each Awardee will be notified of the Awards being awarded on or about January 20, 2018. (*Participants who are enrolled in high school and won't be attending college this school year will receive an IOU by email from Bloodworks within 4 weeks of the end of the promotional period and should contact Bloodworks for more details.*) Sponsor will also be posting Awardees' names on its Bloodworks' website at www.Bloodworksnw.org and Bloodworks' Facebook page. Awardees shall have one (1) week from the time Bloodworks has placed a notification phone call and/or from the time Bloodworks has sent a notification email to respond to Bloodworks and accept their Award with proof of identification, or the Award will be forfeited. At Bloodworks' option, Awardees may be required to sign the following: a Bloodworks Scholarship Blood Drive Participant Agreement for eligibility to participate in this Promotion, Participant Liability Waiver & Release, and written consent from a parent or legal guardian in cases of a minor under the age of eighteen (18) participating, ("**Participant Documents**"), or Award may be forfeited. Participant Documents may be scanned and e-mailed or faxed to the number provided by Sponsor and/or Sponsor

Administrator. Participant Documents, when requested by Bloodworks to be original signatures, must be returned by mail or other delivery method acceptable to Sponsor and/or Sponsor Administrator to the address provided by Sponsor and/or Sponsor Administrator. Any expense or item not specifically listed is the responsibility of Awardee. Participants acknowledge that the Award and its value are the only opportunities to earn tuition moneys as described herein. This is not a raffle, sweepstakes or game of chance. There are no odds of winning an Award; earning an Award depends upon successful completion of the Participant Eligibility Requirements within the Promotion Period. **RIGHTS OF USAGE:** Sponsor reserves the right to document and track how the Award funds are being used by an Awardee. By accepting an Award, Participant agrees to notify Sponsor of any changes to Participant's contact information and provide updated information describing how the Award is being used. Further, Sponsor will have the right to include Participant's name, nickname, image, likeness, voice, pictures, biographical information or statements in any Advertising or promotional Materials of Sponsor, including, but not limited to, television and radio commercials, newspaper ads, posters, displays, point of sale materials, packaging, social media and Internet. Sponsor shall be under no obligation to make or use any advertising or promotional materials. **PAYMENT OF AWARDS:** The Award is payable as follows: (A) as tuition to cover college or postsecondary vocational institution tuition, fees, books, supplies, equipment, related educational expenses and on-campus room and board, for a school or institution, which is located in the United States or Canada (B) to pay off student loans incurred for eligible costs described in (A) above; or (C) a combination of (A) and (B) above, in an amount not to exceed the Award amount listed in these Official Rules. Awards for the full amount will be sent by check from Bloodworks either directly to the institution Awardee designates upon completion of the Promotion on behalf of the Awardee, or directly to the Awardee to bring to the educational or lending institution, or loan servicing company for the student. Participants will need to specify to Bloodworks which method above is preferable, or Bloodworks by default will mail the Award to the Awardee's address on file with Bloodworks. Payments of Awards will be payable to the educational or lending institution, or loan servicing company for the student, **not** made out directly to the Awardee. Any tax liability, with respect to any Award, will be the responsibility of the Awardee and Sponsor will issue any applicable tax documentation to the Awardee upon request. No Participant or Awardee may assign, pledge or otherwise transfer any right, title or interest in any Award, nor designate that the Award earned by Participant be held by Sponsor on account for another person, except as applicable for "Shared Awards." Participants should allow at least four (4) weeks from the time they alert Bloodworks of the name of their college or postsecondary vocational institution to receive the Award (check). **PARTICIPANT COVENANTS AND WARRANTIES:** By participating, Participant covenants and warrants that (A) Sponsor and its designees shall own the Promotion; (B) Participant irrevocably assigns to Sponsor and its designees any and all rights, title and interest in the Promotion and Participant's participation, including, but not limited to, all intellectual property rights therein including those Rights of Usage listed below; and (C) that Sponsor and its designees shall have, without limitation, the perpetual, worldwide rights to edit, adapt, modify, publish, exploit and use the Promotion and Participant's participation in any way and in any media for such trade, advertising, promotional and other purposes as Sponsor and/or its designees may determine without further consideration, notification, payment, or permission of Participant, Awardee or any third party. Entering into this Promotion is voluntary and a Participant may choose to opt out at any time. **GENERAL:** By participating, You agree to abide by these Official Rules and that all decisions of Sponsor and Administrator with respect to this Promotion shall be final and binding. Non-compliance may result in disqualification from the Promotion. You are not an Awardee unless and until you have fully complied with these Official Rules and provided all required documentation to Sponsor (including Participant Documents and any verifications required by Sponsor). All Participants must use their actual name and residential street address (as on your driver's license or government ID; not a P.O. Box. Participant Documents must be signed by Your parent/legal guardian if You are a minor. Awardee(s) may not substitute, transfer or redeem for cash all or any part of any Awards. If, for any reason, an Award cannot be awarded or an Awardee is not capable of redeeming, Sponsor is not obligated to award or pay such Award, and reserves the right, in its sole discretion, to substitute the Award (or portion of Award) with an Award of equal value. Awardee(s) is/are solely responsible for any cost or fee specifically awarded in these Official Rules. **LIMITATIONS:** Neither Sponsor nor Sponsor Administrator is responsible for any lost, late, damaged, incomplete, illegible, misdirected, undeliverable or postage due mail, email, network, electronic, software, equipment, service, processing, accessibility or other errors, failures or issues, unauthorized access, tampering, hacking, theft or destruction, or other technical or human error related to the Promotion. **VIOLATIONS:** Sponsor may, in its sole discretion, disqualify anyone it believes has not complied with these Official Rules, or may be tampering or acting in a non-sportsmanlike, disruptive, abusive, harassing or threatening manner. **CAUTION:** ATTEMPTS TO UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY VIOLATE FEDERAL, STATE AND LOCAL LAWS, AND SPONSOR MAY SEEK REMEDIES TO THE MAXIMUM EXTENT ALLOWED BY LAW. **CHANGES:** Sponsor reserves the right, in its sole discretion, to cancel or modify the Promotion and these Official Rules in any respect. **LIABILITY RELEASE; INDEMNITY:** BY PARTICIPATING, TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU RELEASE AND AGREE TO INDEMNIFY AND HOLD SPONSOR, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, DIRECTORS, TRUSTEES AND AGENTS ("REPRESENTATIVES") HARMLESS FROM ANY CLAIM, ACTION, DAMAGE, LOSS, COST, EXPENSE AND LIABILITY OF ANY KIND, INCLUDING PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING FROM OR RELATING TO THIS PROMOTION, ANY AWARD, AND YOUR PARTICIPATION IN THIS PROMOTION; CANCELLATION OR

MODIFICATION OF ANY ASPECT OF THE PROMOTION; USE OF ANY WEBSITE RELATED TO THE PROMOTION OR MATERIALS ON THEM; ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF ANY AWARD; OR PARTICIPATING IN OR TRAVELING TO ANY PROMOTION-RELATED ACTIVITY. **NO WARRANTY:** ALL AWARDS ARE PROVIDED BY SPONSOR "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW EXCLUSIONS OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CHECK YOUR LOCAL LAWS. **GOVERNING LAW AND DISPUTES; LIMITATION OF LIABILITY:** THIS PROMOTION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON. ANY REMEDY SHALL BE SUBJECT TO THESE OFFICIAL RULES, BE LIMITED TO ACTUAL OUT-OF-POCKET DAMAGES, AND SHALL NOT, IN ANY EVENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDE ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, ATTORNEY'S FEES OR EXPENSES, OR ANY INJUNCTIVE OR OTHER EQUITABLE RELIEF. **ARBITRATION.** ANY LEGAL DISPUTE OR CLAIM HEREUNDER SHALL BE RESOLVED BY FINAL, BINDING ARBITRATION WITH AN EXPERIENCED ARBITRATOR LICENSED TO PRACTICE LAW IN WASHINGTON, IN KING COUNTY, WASHINGTON. Arbitration shall proceed solely on an individual basis without the right for any claim to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to claims between You and Bloodworks alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in these Official Rules, and without waiving either party's right of appeal, if any portion of this class action waiver provision is deemed invalid or unenforceable, then the entire Arbitration clause (other than this sentence) shall not apply.

INFORMATION: For more information, please contact: Larry Shaw, Senior Program Manager of Donor Group Recruitment and Sponsor Administrator, Email: lshaw@bloodworks.org, Phone: **(206) 689-6317** or any representative at **Bloodworks' Main Office, 921 Terry Ave, Seattle, Washington, Phone: (206) 292-6500.** Bloodworks is not responsible for the policies, actions, or inactions of any other person or entity, including Participant's legal guardian or representative, that might prevent Participant from entering, participating, and/or claiming an Award in this Promotion. If any provision of these Official Rules is held to be invalid or unenforceable, all remaining provisions hereof shall remain in full force and effect, subject to and except as provided in the Arbitration clause above. © Copyright 20 [2015-2016]. All rights reserved. Bloodworks, BloodworksNW, Puget Sound Blood Center, and their logos are trademarks of Bloodworks. No unauthorized use is permitted.

I have read and understand the preceding pages of these Official Rules and the attached Exhibit A.

Name of Student

Signature of Student

Parent or Guardian Name (if Student is under 18 years old)

Parent or Guardian Signature (if Student is under 18 years old)

Date

Location of Blood Drive (if known)

Exhibit A

PROMOTION PERIOD: (Winter 2017- 2018 December 17- January 13 Date 8:00 AM (PST), ends at 5:00 PM (PST).

AWARD: Participants who host a scholarship blood drive will receive an a tuition award if their drive successfully registers a minimum number of donors to donate, and who meets the other Participant Eligibility Requirements above; (B) a \$ 400 or \$500 Tuition Award is given away by Sponsor for a Participant successfully registering the following number of donors at their blood drive: \$400 for 36 donors or \$500 donors for 50 donors and who meets the other Participant Eligibility Requirements above.

- Rules for “**Peak Periods**”: Students that host blood drives during designate Peak Periods will be awarded using the following formula- \$400 for 25 donors and \$500 for 36 donors. Peak Periods for Winter 2017-2018 are as follows:
 - December 23rd – January 1st.

Rules on hosting more than one scholarship blood drive: Participants may host more than one scholarship blood drive during the promotion period. Each drive is a separate event. Students will have to achieve the minimum number of donors for each drive in order to be awarded a scholarship.

For further details about Awards, please contact Bloodworks or Sponsor Administrator directly as other rules and restrictions may apply. Valid in Whatcom, Skagit, Snohomish, Island, San Juan, King, Pierce, Thurston, Mason, Kitsap, Grays Harbor, Lewis, Jefferson, and Clallam counties