

**RACE BANNER SWEEPSTAKES
OFFICIAL RULES**

Sponsored by CrowdRise, Inc.

NO PURCHASE, PAYMENT OR DONATION OF ANY KIND IS REQUIRED TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

Our mean lawyer insists that you read these Official Rules. Your participation in this Sweepstakes means that you unconditionally agree to these Official Rules and all decisions by Sponsor, which are final and binding in all matters related to this Sweepstakes. To win the prize(s), you must comply with all facets of the Official Rules and all decisions by Sponsor and/or Prize Provider.

- 1. INTRODUCTION:** The “Race Banner Sweepstakes” (hereinafter, the “Sweepstakes”) is a fundraising promotion sponsored by CrowdRise for eligible fundraisers to raise money and compete to win a prize for an official John Hancock Life Insurance Company (U.S.A.) or Boston Athletic Association charity partner in the United States and Canadian (excluding Quebec) (“Eligible Fundraiser”). All references to dollars in these Rules are in United States currency.
- 2. ELIGIBILITY:** The Sweepstakes is open only to Eligible Fundraisers who are individual legal residents of the 50 United States or the District of Columbia and Canada (excluding Quebec) who are age 18 or older or the age of majority at the time of entry that agree to these Official Rules. Entries are submitted on CrowdRise.com here: <https://www.crowdrise.com/2017BostonMarathon>. All donations made in connection with the promotion are governed by these Official Rules. Employees of Sponsor, Prizing Provider, and their respective parents, affiliate companies, subsidiaries, agents, judges, advertising and promotion agencies and anyone involved in the development or execution of the promotions, as well as the immediate family (spouse, parents, siblings, and children and their respective spouses, regardless of where they live) and household members of each such employee, whether or not related, are not eligible. All federal, state, provincial, municipal, territorial and local rules and regulations apply. Void where prohibited by law. The CrowdRise Terms and Conditions (<https://www.crowdrise.com/about/terms>) apply. In the event of a conflict between these Official Rules and the CrowdRise Terms and Conditions, these Official Rules govern and control only to the extent of such conflict.
- 3. PROMOTION PERIOD:** The Sweepstakes begins on January 30, 2017 at 2:00:00pm Eastern Time (ET) and ends on February 10, 2017 at 11:59:59pm ET (“Promotion Period”). Sponsor’s server and computer clock is the official time-keeping device and its decisions are final and binding. Results of the Sweepstakes are not official until Sponsor expressly announces the final results and verifies the winners.
- 4. HOW TO ENTER AND WIN THE PRIZE:** During the Promotion Period, you may enter one (1) time by either of the following methods of entry:

Go to CrowdRise (the “Website”) here: <https://www.crowdrise.com/2017BostonMarathon> for the Promotion and enter one time into the drawing. There are two methods of entry:

- a. **Method One: To enter by fundraising:** Go to the CrowdRise Website and follow the on-screen instructions to individually fundraise online, and raise at least one hundred fifty dollars (\$150 USD) online during the Promotion Period to any Charity Team that is part of the John Hancock Non-Profit Program or the Boston Athletic Association Official Charity Program and you will get entered for a chance to win the prize. You may

donate. You may not team up on an individual fundraising page with another person or entity and be entered in this Sweepstakes.

- b. **Method Two: To enter for free:** Go to: <https://www.crowdrise.com/FreeAlternateMethodofEntry> and follow the on-screen instructions to submit a “Free Alternate Method of Entry” form. Your form must be submitted and received during the Sweepstakes Period and must be complete and accurate, or your entry is automatically void.

Restrictions Apply:

To qualify for entry by Method One, donations must be made online on the Website via credit card and be processed successfully on CrowdRise to completion, having gone through a third party payment processor, all during the Promotion Period. Donations not completed by the end of the Promotion Period do not count. Donations recorded on the Website by means other than via credit card, including, but not limited to, donations by cash, checks and/or money orders, but not processed online via credit card (“offline donations”) are not eligible and will not be counted for the Sweepstakes. Donations benefit Charity Teams that are a part of the John Hancock Non-Profit Program or the Boston Athletic Association Official Charity Program (the “Benefitting Charities”), Canadian charities or U.S. charitable organizations holding an exemption from tax under Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended.

Please note that although you may receive Sweepstakes entries for the full amounts raised or donated above from the donations you receive, the ultimate recipient of your donation may receive less than the full amount that you donate after the deduction of administrative and processing fees in accordance with the CrowdRise Terms and Conditions. If a donor receives a chargeback or refund of its donation, its entry may be void or a prize may be rescinded.

All entries are subject to verification of eligibility before a prize can be awarded. For example, if your birthdate or address entered on the Website does not meet eligibility requirements, your entry is automatically void; donation(s) will not be refunded automatically. Your receipt and any confirmation email you receive are not confirmation of entry. Donations made in these promotions may not be tax-deductible. Prizes awarded may be taxable to the winner. It is the individual donor’s sole responsibility to determine the tax-consequences of their donations and prize. Consult a tax professional. You agree that Sponsor is not providing any accounting or tax advice, legal advice or fundraising advice.

Those who do not follow all of the instructions, provide the required information in their donation or entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified at Sponsor’s sole and absolute discretion. All entries that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the Contest at Sponsor’s sole and absolute discretion.

In the event of a dispute as to the identity of any entrant, the entry will be deemed submitted by the account holder but only if such person is otherwise eligible. The “account holder” is the person assigned an email address or username by the entity responsible for assigning it (e.g., Gmail). Winner may be required to show proof of being the registered account holder. If a dispute cannot be resolved to the Sponsor’s satisfaction, the entry will be deemed ineligible. Sponsor and affiliated entities are not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid entries.

There is a limit of one (1) entry permitted per person, regardless of method of entry, during the Promotion Period.

- 5. PRIZE:** One (1) Winner will receive a 2017 Boston Marathon Race Banner, signed by winner(s). The details of the banner and signature(s) are in the sole discretion final of the Prize Provider. Approximate Retail Value (“ARV”) is: One hundred and fifty dollars (\$150 USD). All prize(s) are awarded “AS IS” and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Shipping is limited to the 50 United States and the District of Columbia and Canada (excluding Quebec). Prize will be shipped within six to eight months after verification of the winner. Sponsor and Prize Provider reserve right to substitute prizes of equal or greater value. No exchanges, returns, resale, substitution, transfer or otherwise of prizes permitted by winner. Sponsor not responsible for prize utility, quality or otherwise. Taxes and fees and any other costs related to the prize, if any, are the sole responsibility of winner. All prize details not specified in these Official Rules will be determined in Prize Provider’s sole and absolute discretion.
- 6. SELECTION OF WINNERS AND ODDS OF WINNING:** On or around February 11, 2017 (one day after the Sweepstakes has ended), Sponsor or its representative will conduct a random drawing (the “Drawing”) from all eligible entries to select one (1) entrant to determine the Potential Winner (“Potential Winner”) for the Promotion. The selected entrant that is a Canadian resident is required to correctly answer a mathematical skill-based test question administered by Sponsor prior to being declared a Potential Winner. Entries are subject to verification by Sponsor, and Potential Winner is not declared final and shall not receive a prize until verified by Sponsor. Sponsor’s decisions are final and binding on all matters relating to this Promotion. Odds of winning depend upon the total number of eligible entries received for the Promotion. Any attempts to exceed the limit of number of entries into the Promotions by any method, including but not limited to, using multiple email addresses or accounts or robotic entries, are prohibited, and Sponsor reserves the right in its sole discretion to disqualify all suspect entries. An individual may not enter on behalf of another individual or transfer his/her entry to another person. An individual may be required to show proof of ownership of his/her accounts used to enter the Promotion.
- 7. VERIFICATION OF WINNERS AND DELIVERY OF PRIZES:** Potential Winner(s) will be notified by email within three (3) business days after verification by Sponsor or its representative. You will be notified only at the email address entrant used to register on CrowdRise.com or email his/her entry. After notification and correctly answering a skills-based question, Potential Winner(s) are required to provide Sponsor and Prize Provider his/her name, residential address, telephone number, email address and valid photo ID (license, passport or other government issued ID that is acceptable to Sponsor in its sole discretion). All Potential Winners are subject to verification by Sponsor whose decisions are final and binding in all matters related to the Promotions. An entrant is not a winner of any prize unless and until the entrant’s eligibility has been verified and the entrant has received notice from Sponsor that he/she has won the prize, even if any information on Sponsor’s website indicates that an entrant has won. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any participation in the Promotions that occurs after Sponsor’s computer or other systems have failed will be deemed defective and will not be honored. Potential Winner(s) are required to sign a declaration or affidavit of eligibility and liability release and, where permitted, a publicity release and Form W9 (or other applicable filing) concerning the prize. Additional paperwork, releases, background checks or screenings, to the extent allowed by law, may also be required before a prize can be awarded. If Potential Winner cannot be contacted within 48 hours, fails to return any and all requested documentation within 48 hours from notification (whether or not Potential Winner actually receives that notification), is declared ineligible by Sponsor, or refuses the prize, then

the Potential Winner forfeits the prize in its entirety. If Potential Winner forfeits a prize, Sponsor may, but is not required to, select one new Potential Winner. Except where prohibited, participation in the Promotions constitutes each winner's (and their guest(s), if applicable) consent to Sponsor's and its agents' use of winner's (and guest's) name, likeness, photograph, voice, opinions and/or hometown and state/province for advertising, promotional, and other purposes in any manner, in any and all media, now known or hereinafter devised, worldwide, in perpetuity, without further payment or consideration, notification, or permission (unless prohibited by law), and you further agree to execute any specific consent needed or requested by Sponsor or its designees in furtherance of such use.

- 8. RELEASE; LIMITATIONS OF LIABILITY; GENERAL CONDITIONS:** Promotions are void outside the United States and Canada (excluding Quebec) and where prohibited or restricted by law and subject to all applicable federal, state and local laws and regulations. Sponsor and Prize Provider, and their respective parents, affiliates, subsidiaries and advertising and promotion agencies and all of their respective officers, directors, shareholders, partnership, members, principals, employees, agents, contractors or suppliers (collectively, "Released Parties") are not responsible for late, lost, stolen, damaged, garbled, incomplete, mistyped, misaddressed or misdirected entries, emails, mail or communications; for errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices; or for transmission lines or data corruption, theft, destruction, unauthorized access to or alteration of entry materials, loss or otherwise. Further, Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email account to receive email messages or insufficient space on entrant's computer. The use of automated software or computer programs to register or to enter the Promotions is prohibited, and any individual who uses or attempts to use such methods to register or to enter will be disqualified. Released Parties disclaim any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with, this Promotions, and Sponsor reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Promotion or any Promotions should any virus, bug, technical failures, unauthorized human intervention or other causes beyond Sponsor's control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotions. In the event of any such cancellation, termination or suspension, a notice will be posted and, if in Sponsor's sole discretion, a Potential Winner can be selected among all eligible, non-suspect entries received prior to such time, such Potential Winner will be selected. Sponsor may cancel the Promotions if there is not a minimum of fifty (50) qualified entries from separate eligible entrants. Sponsor reserve the right, in their sole respective discretion, to disqualify any entrant (and his/her Promotions entry) from this Promotion, any Promotions or any other promotion conducted now or in the future by Sponsor or any of their affiliates if he/she tampers with the entry process or if his/her fraud or misconduct affects the integrity of the Promotion or any of the Promotions or if he/she engages in any inappropriate or unacceptable behavior in connection with the Promotions. Sponsor reserves the right to correct clerical or typographical errors in promotional materials. By participating in this Promotion, each entrant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of the Sponsor, warrants that he/she is eligible to participate in this Promotion and release and hold harmless the Released Parties from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, and claims based on publicity rights, copyright, trademark, defamation or invasion of privacy, arising out of participation in the Promotion or a Promotions or receipt or use or misuse of any prize. By accepting the prize, winner agrees to release Released Parties and their directors, employees, officers and agents, including without limitation, its advertising and promotion agencies, from any and all liability, loss or damages arising from or in connection with the awarding, receipt and/or use or misuse of prize or participation in any

prize-related activity. All Promotion participants acknowledge and agree that normal Internet access, phone and usage charges imposed by their online, phone or similar providers may apply in order to participate in the Promotions and accept the prize.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE ANY AND ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." You expressly waive and release any right or benefit which you have or may have under Section 1542 of the Civil Code of the State of California, to the full extent that you may waive all such rights and benefits pertaining to the matters released here. In connection with such waiver and relinquishment, you acknowledge that you are aware that you may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which you now know or believe to be true, with respect to the matters released herein; nevertheless, it is your intention through this release to fully and finally and forever settle and release all such matters and claims relative thereto, which do not exist, may exist or heretofore have existed between yourself and the Sponsor related to the Promotions. The release herein given shall be and remain in effect as a full and complete release of such claims and matters notwithstanding the discovery or existence of any such additional or different claims or facts relative thereto.

These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

9. **DISPUTES.** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any of its Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering these Promotions, and in no event will entrant be entitled to receive attorneys' fees or other legal costs; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses in entering the Promotion, and waives any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

CAUTION. ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR

RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

- 10. ENTRANT'S PERSONAL INFORMATION:** By entering any promotion, you consent to the collection, use and disclosure of your personal information for the purpose of administering this Promotion and Prize fulfillment. You may also have the opportunity to sign up to receive promotional emails from parties associated with the Promotion; your choice to consent to such emails or to opt out of such emails in future does not impact your chances of winning. To the full extent permitted by law, the name, address (city and state/province), image and biographical information of winners may be used by Sponsor for promotional purposes and a published winner's list. You may be required to sign a document to this effect. Information collected from entrants is subject to these Official Rules as well as Sponsor's Privacy Policy: <https://www.crowdrise.com/about/privacy>. Entrants and winner agrees to be bound by the Terms and Conditions and Privacy Policy of The Boston Athletic Association and Boston Marathon (www.baa.org).
- 11. General:** Sponsor's failure to enforce any term of these rules shall not constitute a waiver of that provision. Without limiting the generality of the foregoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it necessary to comply with applicable law. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. If any provision of the rules is determined to be invalid or otherwise unenforceable, then the rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Should a winner make any false statement(s) in any document referenced above, the winner will be required to promptly return to Sponsor his/her prize, or the cash value thereof.
- 12. WINNERS LIST:** To obtain list of winners, send an email to Felix@CrowdRise.com with the following subject line: "Please send the winners list for the "Race Banner Sweepstakes." Requests must be submitted after the Promotion has ended. A request for the winners list must be received by May 10, 2017. The list will be sent to requesting parties after selection and verification of winners.
- 13. SPONSOR AND PRIZE PROVIDER:** The "Sponsor" is CrowdRise Inc., 130 West 5th Street, Royal Oak, MI 48067.
- Except for the provision of the prizes thereunder, this Sweepstakes is in no way sponsored, endorsed or administered by or associated with John Hancock Life Insurance Company (U.S.A.).
- 14. QUESTIONS REGARDING THIS SWEEPSTAKES?** Send an email to Felix@CrowdRise.com.

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