

2017 BOSTON MARATHON MOOSEJAW GIFT CARD SWEEPSTAKES  
("Sweepstakes")  
OFFICIAL RULES

**NO PURCHASE, DONATION OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE, DONATION OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

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. ELIGIBILITY:** The Sweepstakes is open to individuals at least age eighteen (18) years of age or the age of majority in your jurisdiction, whichever is greater, at the time of entry that agree to these Official Rules who are legal residents of the 50 United States or the District of Columbia, or Canada (excluding Quebec), so long as permitted by law without restriction. Do not enter the Promotion if you are not eligible to enter or certain restrictions in your city/state of residence restrict you from entering the Sweepstakes (the "Eligibility Area"). All donations made in connection with the Sweepstakes are governed by the Sweepstakes Rules. Employees of Sponsor, Prize Provider, talent and their respective parents, affiliate companies, subsidiaries, agents, judges, advertising and promotion agencies and anyone involved in the development or execution of the Sweepstakes, 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 and local laws, rules and regulations apply. Void outside of the Eligibility Area and 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.
- 2. PROMOTION PERIOD:** The Sweepstakes begins on October 13, 2016 at 2:00:00pm Eastern Time (ET) and ends on November 11, 2016 at 11:59:59am ET ("Promotion Period"). Sponsor's server and computer clock is the official time-keeping device and its decisions are final and binding. Sponsor makes no representations or warranties that the leaderboard or donation scroll box on CrowdRise.com or elsewhere will be updated on a real-time basis, will always be accurate or will represent the official standings, results or leaders of the Sweepstakes at any time before, during or after the Promotion Period. The leaderboard, donation scroll lists and any similar lists tallying donations are unofficial tallies of the amounts of donations in a campaign and may not accurately reflect the donations made based on a variety of factors. Results of the Sweepstakes are not official until Sponsor expressly announces the final results and verifies the winners.
- 3. HOW TO ENTER:** During the Promotion Period, you may enter one time by either of the following methods: (a) fundraising online, or (b) free alternate method of entry, per instructions detailed below:

(a) By Fundraising: Enter by starting an individual fundraising page that benefits a charity in the John Hancock Financial Non-Profit or B.A.A. Charity Program on CrowdRise.com (the "Website") here: [www.CrowdRise.com/2017BostonMarathon](http://www.CrowdRise.com/2017BostonMarathon) and follow the on-screen instructions to receive at least ten (10) donations (not dollars) online to your individual fundraising page during the Promotion Period and you'll be entered into the drawing for a chance to win the prize.

Donations must be received on the Website using a credit card and successfully processed to completion (and not subject to any chargebacks or disputes) through CrowdRise and its third party payment processor during the Promotion Period to count toward the Sweepstakes. Donations made outside of the Sweepstakes, outside the Promotion Period and/or offline, even if recorded on the Website, including, but not limited to, donations by cash, credit card, money order, donations made outside the fundraiser or on CrowdRise.com, or any other donations not successfully processed online via credit card (“offline donations”) are not eligible and will not be counted. Assurance of delivery of donations is the sole responsibility of the Entrant.

Please note that although you may receive an entry for the full amount listed above, the ultimate recipient of your donation may receive less than the full amount that you fundraise after the deduction of administrative and processing fees in accordance with the CrowdRise Terms and Conditions.

**OR**

(b) 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 Promotion Period and must be complete and accurate, or your entry is automatically void.

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 or provided in your entry form 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. It is the individual entrant’s sole responsibility to determine the tax-consequences of their donations. Donations made by the winner may not be tax-deductible and the winner’s prize may be taxable. Every Participant must agree that information provided by Sponsor is not advice, including but not limited to, tax advice or legal advice, and every participant is advised to consult a professional, including a tax professional.

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 or Prize Provider may be disqualified at either of Sponsor’s or Prize Provider’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 Sweepstakes at either of Sponsor’s or Prize Provider’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 of the email from which it was sent 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 and Prize Provider’s satisfaction, the entry will be deemed ineligible. Sponsor, Prize Provider, and their affiliated entities are not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid entries.

Selected entrants who are residents of Canada must answer correctly a skills based question before they are eligible to receive a prize.

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

4. **PRIZE:** One (1) Winner will receive a five hundred dollar (\$500 USD) Moosejaw™ gift card. Approximate Retail Value (“ARV”) is: Five hundred dollars (\$500 USD). Gift card can only be used for purchases of eligible goods at participating Moosejaw locations and online store, <https://www.moosejaw.com>. The gift card cannot be sold, exchanged, transferred, returned, refunded, reloaded, redeemed for cash or for the purchase of gift cards or applied to any other account, except as required by law. Prize Provider is not responsible and will not replace a gift card if any gift card is lost, stolen, damaged, destroyed or used without permission. Prize Provider reserves the right to substitute prizes of equal or greater value. No exchanges, returns, resale, substitution, transfer or otherwise of prizes permitted by winner. Prize Provider not responsible for prize utility, quality or otherwise. Gift card will be delivered within six to eight months of verification of the Winner. 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.
  
5. **SELECTION OF WINNERS AND ODDS OF WINNING:** The Sweepstakes ends on November 11, 2016 and at that time, Sponsor or its representative will conduct a random drawing (the “Drawing”) from all eligible entries to select one (1) entrant and determine the Potential Winner(s) (“Potential Winner(s)”) for the Sweepstakes. Selected entrants who are residents of Canada must (1) answer correctly a skills based question to be eligible to receive a prize and (2) be verified as a potential Winner. Entries are subject to verification and Potential Winner(s) 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 Sweepstakes. Odds of winning depend upon the total number of eligible entries received. Any attempts to exceed the limit of number of entries into the Sweepstakes 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 this Sweepstakes.
  
6. **VERIFICATION OF WINNERS AND DELIVERY OF PRIZES:** Potential winner(s) will be notified by email within one (1) business day after verification by Sponsor or its representative. A potential winner is subject to verification by Sponsor whose decisions are final and binding in all matters related to the Sweepstakes. 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. Potential winner(s) are required to provide Sponsor and Prize Provider his/her legal name, residential address, telephone number, email address and valid government issued photo ID (driver’s license, passport, military ID or similar proof of identity that is acceptable to Sponsor in its sole discretion). Potential winner will be required to sign a non-disclosure agreement and an affidavit of eligibility/liability release (which affirms that he/she has complied with these Official Rules), Form W-9 or IRS Form 1099 and a publicity release (where permitted by law), all of which, if issued, must be completed, signed, notarized and returned within forty-eight hours (48 hours) from date of issuance or the prize will be forfeited and may be awarded to an alternate winner. Winner’s guest (if applicable) will also be required to complete, sign, and notarize a liability and publicity release that Potential Winner must return to Sponsor within forty-eight hours (48 hours). If the potential winner refuses to provide his/her Social Security Number for such prize within forty-eight hours (48 hours) after request is made for the same, said winner will be disqualified and an alternate winner will be selected. If the prize is declined, the prize or prize notification is returned as undeliverable, or in the event of noncompliance with these Official Rules and the requirements herein, the prize will be forfeited and will be awarded to an alternate winner in Sponsor’s sole discretion. If potential winner forfeits a prize, Sponsor will select a new potential winner, time permitting.

Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any participation in the Sweepstakes that occurs after Sponsor's computer or other systems have failed will be deemed defective and will not be honored. Additional paperwork, releases, background check or screenings, will also be required before a prize can be awarded. The person selected by the winner as his/her intended travel companion will be required to sign and return the necessary paperwork for a background check, prior to date of travel, within the same time period. As a condition of accompanying winner on the Trip, travel companion will be required to consent to a background check; and, failure to sign such consents and authorizations and/or to furnish all required information will result in person selected by winner as his/her travel companion not being allowed to accompany winner on Trip. Sponsor and Prize Provider reserve the right in their sole discretion, to refuse to allow winner and person selected as winner's travel companion to accompany winner on the Trip if the results of either such background check reveal that winner and/or such initially selected travel companion has been convicted of a felony or a crime of moral turpitude, as determined by Sponsor and Prize Provider in their sole discretion. If Sponsor and Prize Provider determine, in their sole discretion, that the selected travel companion is not permitted to accompany the winner on the Trip based on results of the background check, winner may choose an alternate travel companion (who will also be subject to a background check), time permitting. Except where prohibited, participation in the Sweepstakes constitutes the winner's (and their guest(s), if applicable), consent to Sponsor, Prize Provider, Benefiting Charity and their respective agents', use of winner's name, likeness, photograph, voice, opinions and/or hometown and state 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 and Winner's name may be posted on Sponsor's, Prize Provider's and Benefiting Charity's Websites and social media during and after the Promotion Period.

- 7. RELEASE; LIMITATIONS OF LIABILITY; GENERAL CONDITIONS:** By participating in this Sweepstakes, each entrant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of the Sponsor and Prize Providers, warrant that he/she is eligible to participate in this Sweepstakes and release and hold harmless Sponsor, Prize Providers and Benefiting Charity ("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 Sweepstakes or receipt or use or misuse of the Prize. This Sweepstakes is 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. 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 Sweepstakes 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 Sweepstakes, and Sponsor reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Sweepstakes 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 Sweepstakes. 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. Released Parties reserve the right, in their sole respective discretion, to disqualify any entrant (and his/her Sweepstakes entry) from this Sweepstakes, any other Sweepstakes or any other promotion conducted now or in the future by Released Parties 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 Sweepstakes or if he/she engages in any inappropriate or unacceptable behavior in connection with the Sweepstakes. Released Parties reserve the right to correct clerical or typographical errors in promotional materials. All Sweepstakes 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 Sweepstakes 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 Sweepstakes. 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.**

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.

8. **DISPUTES.** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this 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 this Sweepstakes, 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, and 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.

9. **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 Sweepstakes, 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), 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>.
  
11. **WINNERS LIST:** For a winners list, email [Felix@CrowdRise.com](mailto:Felix@CrowdRise.com) and include the title of the Sweepstakes in your request. Requests must be submitted after the Sweepstakes has ended. The list will be sent to requesting parties after selection and verification of winners.
  
12. **SPONSOR AND PRIZE PROVIDER:** The Sponsor and Prize Provider is CrowdRise, 130 West 5<sup>th</sup> Street, Royal Oak, MI 48067.
  
13. **QUESTIONS REGARDING THIS SWEEPSTAKES?** Send an email to [Felix@CrowdRise.com](mailto:Felix@CrowdRise.com).

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