

**THE BOSTON MARATHON WEEKEND VIP EXPERIENCE FOR TWO SWEEPSTAKES  
OFFICIAL RULES**

**NO PURCHASE, DONATION OR FUNDRAISING OF ANY KIND IS REQUIRED TO ENTER OR WIN. A PURCHASE, DONATION OR FUNDRAISING WILL NOT INCREASE YOUR CHANCES OF WINNING.**

The Boston Marathon Weekend VIP Experience for Two Sweepstakes (hereinafter, the “Sweepstakes”) is a sweepstakes sponsored by the Boston Athletic Association (“Sponsor”) and hosted on a crowdfunding platform operated by GoFundMe, Inc. called GoFundMe Charity (“GFM Charity Platform”). The Sponsor is responsible for providing the prize(s) for the Sweepstakes. Donations made in the Sweepstakes (as defined below) go to the Boston Athletic Association, EIN 04-6111707, a nonprofit organization qualified under Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended. The mission of the Sweepstakes, namely the charitable purpose for which the funds are raised (“Purpose”) is here: <https://charity.gofundme.com/o/en/campaign/2020-virtual-boston-marathon>. Your participation in the 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 the Sweepstakes. THE SWEEPSTAKES IS VOID OUTSIDE OF THE ELIGIBILITY AREA (DEFINED BELOW), WHERE PROHIBITED OR RESTRICTED BY LAW AND WHERE BONDING, REGISTRATION, OR OTHER REQUIREMENTS WOULD BE REQUIRED BUT HAVE NOT BEEN MET, OR WHERE THE METHODS OF ENTRY SET FORTH BELOW WOULD BE DEEMED CONSIDERATION. ALL APPLICABLE FEDERAL, STATE, PROVINCIAL, TERRITORIAL, MUNICIPAL AND LOCAL LAWS AND REGULATIONS APPLY.

**THESE OFFICIAL RULES (“OFFICIAL RULES”) CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST SPONSOR, GOFUNDME, AND/OR THE GFM CHARITY PLATFORM TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST SPONSOR, GOFUNDME OR THE GFM CHARITY PLATFORM ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.**

The GoFundMe Terms and Conditions (<https://www.gofundme.com/terms>) and Privacy Policy (<https://www.gofundme.com/privacy/>) apply to the Sweepstakes and all entries and donations received in connection therewith. In the event of a conflict between these Official Rules and either the GoFundMe Terms and Conditions or the Privacy Policy, these Official Rules govern and control only to the extent of such conflict.

**1. ELIGIBILITY:**

***Participant Eligibility:*** The Sweepstakes is only open to eligible individual legal residents of the 50 United States, the District of Columbia, or Canada (excluding Quebec) (collectively, the “Eligibility Area”) who are age 18 or older or, if older, the age of majority in their jurisdiction at the time of entry who agree to and comply with these Official Rules. All entries made in connection with the Sweepstakes are governed by these Official Rules and are subject to verification of eligibility before a prize is awarded. Employees, independent contractors, officers, directors, and judges of Sponsor, the GFM Charity Platform, and their respective parents, affiliate companies, subsidiaries, agents, advertising and promotion agencies and anyone involved in the development or execution of the Sweepstakes, as well as the immediate family members (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 to participate. By participating in the Sweepstakes, you represent and warrant that you are eligible to participate in accordance with these Official Rules.

***Donation Eligibility:*** In addition to any other requirements and restrictions set forth herein, for any donations made in connection with the Sweepstakes, the minimum donation is \$10 per transaction. Additionally, donations must be made on the GFM Charity Platform at <https://charity.gofundme.com/o/en/campaign/2020->

[virtual-boston-marathon](#) (the “Website”) via the Campaign using a credit card through the GFM Charity Platform and its third-party payment processor during the Sweepstakes Period (defined below) and successfully processed to completion through the GFM Charity Platform and its third-party payment processor(s) **before** the end of the Sweepstakes Period in order to count as an entry for the Sweepstakes. **Donations can take time to process.** Donations made outside of the Campaign, outside the Sweepstakes Period and/or offline, even if recorded on the Website, including, but not limited to, donations by cash, credit card, money order or an ineligible fundraising page on the Website, or any other donations not successfully processed online via credit card (“offline donations”), or donations that are refunded or returned or disputed, or that are otherwise not in compliance with these Official Rules are not eligible and will not be counted toward the Sweepstakes. Assurance of delivery and processing of donations is the sole responsibility of the participant.

Sponsor has the right to verify any donation, and any donation that is subject to chargeback or dispute may not count as an entry for the Sweepstakes. Neither Sponsor nor the GFM Charity Platform is responsible for any delays in processing any donations. Results of the Sweepstakes are not official until Sponsor or its respective duly authorized representatives, verify the winner(s).

Donations are non-refundable. Please note that although you may receive entries for the full amount of your eligible donation in accordance with the terms in these Official Rules, 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 GoFundMe Terms and Conditions.

**2. SWEEPSTAKES PERIOD:** The Sweepstakes begins on September 4, 2020 at 2:00pm Eastern Time (ET) and ends on September 14, 2020 at 11:59:59pm ET, such period referred to herein as the “Sweepstakes Period”. The GFM Charity Platform’s server and computer clock is the official time-keeping device for the Sweepstakes.

**3. HOW TO ENTER AND WIN:** Your participation in the Sweepstakes is voluntary and does not require you to purchase anything from the Sponsor or the GFM Charity Platform or to make any donations or perform any fundraising through the GFM Charity Platform. During the Sweepstakes Period, enter the Sweepstakes as follows:

- (a) **Method One: To Enter by Donation:** Donate at least ten dollars (\$10) online to the Campaign here: <https://charity.gofundme.com/o/en/campaign/2020-virtual-boston-marathon>. To determine the number of entries in connection with each donation, your donation is broken down into ten dollar (\$10) increments, with each ten dollar (\$10) increment constituting one (1) entry. Donations or dollars raised do not need to be exact or multiples of the increments listed above. In other words, \$10 and \$11 donations get one entry; \$60 and \$61 get six entries. You may donate more than one (1) time, provided that your total entries (regardless of method of entry) do not exceed the entry limit set forth in these Official Rules. Each donation you make separately on <https://charity.gofundme.com> is separate for purposes of counting entries. In other words, if you make 2 separate donations of \$15 each, you get two entries (not three entries, which would be the case if you make one donation of \$30).
- (b) **Method Two: To Enter for Free:** During the Sweepstakes Period, go to: <https://www.charity.gofundme.com/FreeAlternateMethodofEntry> and follow the on-screen instructions to submit a “Free Alternate Method of Entry” form by entering your information and the Name of the Promotion identified in these Official Rules which is Boston Marathon Weekend VIP Experience for Two Sweepstakes. The Name of Sweepstakes field may be left blank. Each form you submit constitutes one (1) entry. You may submit more than one entry, provided you do not exceed the maximum number of entries.

**There is a limit of fifty (50) entries total permitted per person, regardless of method of entry, during the Sweepstakes Period.**

Regardless of method of entry, 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 otherwise during the entry process does not

meet eligibility requirements, your entry is automatically void. Your receipt and any confirmation email you receive are not confirmation of entry.

Those who do not provide the required information in their donation or entry form, or abide by these Official Rules or other instructions of Sponsor or the GFM Charity Platform 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 Sweepstakes at Sponsor's sole and absolute discretion.

In the event of a dispute as to the identity of any participant, 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). Potential Winner(s) (defined below) 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.

Receipts will be issued to all donors, however, donations may not be tax-deductible and the winner(s)'s prize may be taxable. It is the individual participant's sole responsibility to determine the tax-consequences of their donations. Every participant agrees that any information provided by Sponsor, or the GFM Charity Platform 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.

**4. PRIZE(S):** There will be one (1) winner, who will receive a three (3) night hotel stay for winner and their one (1) guest at the Westin Copley Place hotel in Boston, MA during the next in-person Boston Marathon weekend (standard accommodations, single double occupancy room, exact dates to be determined by the Sponsor in its sole and final discretion); the prize also includes the opportunity to serve as an honorary wave race starter in Hopkinton, VIP finish line seating for the winner and their guest, VIP tickets to all Boston Marathon Weekend events for the winner and their guest, the opportunity to sit in the race day announcer booth, and two (2) 2021 Boston Marathon Adidas Celebration Jackets.

The Approximate Retail Value ("ARV") of all prizes: Two thousand seven hundred and twenty dollars (\$2,720).

Exact location of finish line seating can be located in any seating section at the venue(s). Location and all other details are to be determined by Sponsor in its sole determination. Official Winner will redeem their prize in person at the venue unless otherwise instructed by Sponsor (important: no other individual may pick up winner's prizes for them). There are no refunds or exchanges of VIP tickets and the auction or resale of tickets is prohibited. Winner and guest must abide by all venue policies. Sponsor reserves the right to revoke full or partial prize from any Official Winner or winner's guest who it and/or venue personnel deem may, in their sole discretion, be intoxicated, be a safety risk, have violated any venue policy or law, and/or may bring Sponsor into disrepute. Any person acting in violation of these rules, guidelines and/or instructions or otherwise acting in a manner that is deemed disruptive at any time may forfeit the Prize or be ejected by Sponsor in its sole discretion.

Official Winner will receive the opportunity to attend the Boston Marathon Weekend events and sit in the race day announcer booth. The time, duration and all other details of all prizes are in the respective sole and absolute discretion of the Sponsor or its representative. It is Official Winner's sole responsibility to stay informed about the details including event locations, time and any changes regarding the prize.

The prize is non-transferable by the winner(s), and no cash equivalent or substitution of prize is offered, except at the sole and absolute discretion of Sponsor. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. In order to receive a prize, winner(s) may be required to provide proof of identification or eligibility. Winner(s) will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes they receive. 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). Neither Sponsor nor the GFM Charity Platform are or shall be responsible or liable for late, lost, stolen, misdirected or unsuccessful efforts to notify the Potential

Winner(s) or for the prize utility, quality, loss, theft or damages of any kind during shipping or anytime thereafter. In the event that Sponsor is unable to provide a winner with their prize(s) or any portion thereof, the Sponsor may elect, at Sponsor's sole and absolute discretion, to provide such winner with the approximate value of such item in cash or award an alternate prize of comparable or greater value, as determined by Sponsor in its sole and absolute discretion. No cash equivalent or other substitution of prize is offered.

**5. SELECTION AND VERIFICATION OF WINNER(S) AND ODDS OF WINNING:** Within one (1) day of the end of the Sweepstakes, the sweepstakes winner will be determined by selecting one (1) entrant in a random drawing. The selected entrant may be required to correctly answer a mathematical skill-based test question administered by Sponsor prior to being declared a Potential Winner (the "Potential Winner(s)"). The Potential Winner(s) will be notified by Sponsor via e-mail. Odds of winning depend upon the total number of eligible entries you submit and the total number of eligible entries overall that are received for the Sweepstakes. 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 and absolute discretion to disqualify all suspect entries. An individual may not enter on behalf of another individual or transfer their entry to another person. An individual may be required to show proof of ownership of their accounts used to enter the Sweepstakes. The Potential Winner(s) will be notified by email, at the email address associated with participant's account on the GFM Charity Platform or otherwise entered during the entry process, within three (3) business days after verification by Sponsor or its representative. If any Potential Winner cannot be contacted within seven (7) days after the first attempt to contact them, an alternate participant may be selected in their place at random from all eligible entries received. Potential Winner(s) are subject to verification by Sponsor or its designee, including Potential Winners' name, residential address, telephone number, email address, age and valid photo ID. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Potential Winner(s) may also be 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. If any Potential Winner is not verified by Sponsor, cannot be contacted within seven (7) days, fails to return any and all requested documentation within seven (7) days from notification (whether or not such Potential Winner actually receives that notification), is otherwise ineligible, or refuses the prize, then such Potential Winner forfeits the prize in its entirety. Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and the GFM Charity Platform's and their respective agents' use of winner'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 by participating in the Sweepstakes, you further agree to execute any specific consent needed or requested by Sponsor, the GFM Charity Platform or their respective designees in furtherance of such use. Additional paperwork, releases, background checks or screenings, to the extent allowed by law, may also be required before a prize can be awarded. In no event will more than the stated number of prizes in these Official Rules be awarded.

**6. RELEASE; LIMITATIONS OF LIABILITY; GENERAL CONDITIONS:** Sponsor reserves the right to modify, suspend, cancel, or discontinue any Sweepstakes at any time for any reason, including without limitation to comply with applicable laws, rules, and regulations, and/or to take any actions the GFM Charity Platform and/or Sponsor deems necessary, in its sole and absolute discretion, to protect its users, business partners, or business or the public or if any virus, bug, technical failures, unauthorized human intervention or other causes beyond Sponsor's or the GFM Charity Platform's control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. In the event of such cancellation, termination or suspension, Sponsor will use reasonable efforts to post a notification and, if winner(s) can be selected among all eligible, non-suspect entries received prior to such time, winner(s) will be selected. Sponsor, the GFM Charity Platform and its operator GoFundMe, Inc., and Internet access providers, and advertising and promotion agencies, and each of their respective parents, affiliates, subsidiaries, 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; or for any delays in payment processing, including without limitation related to individuals who attempt to enter the Sweepstakes by donating in accordance with Section 3(a) above. 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 participant's email account to receive email messages or insufficient space on participant's computer. The use of automated software or computer programs to register or to enter the Sweepstakes is prohibited, and any participant 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, the Sweepstakes. Sponsor and the GFM Charity Platform reserve the right to disqualify any participant (and their Sweepstakes entry) from the Sweepstakes, and any other promotions conducted now or in the future by Sponsor or the GFM Charity Platform or any of their affiliates if he/she tampers with the entry process or if their fraud or misconduct affects the integrity of the Sweepstakes or if they engage in any inappropriate or unacceptable behavior in connection with the Sweepstakes. Sponsor reserves the right to correct clerical or typographical errors in promotional materials, including without limitation these Official Rules. By participating in the Sweepstakes, each participant releases and holds 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 Sweepstakes or arising out of entries that are ineligible (including, if entry is made by donation, if not processed prior to the end of the Sweepstakes Period). By accepting the prize, winner(s) agrees to release and hold harmless the Released Parties from any and all liability, loss or damages arising from or in connection with the awarding, receipt and/or use or misuse of the prize or participation in any prize-related activity. 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. 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. The Sweepstakes and all disputes, claims or controversies arising from these Official Rules, shall be governed by California law, without regard to its conflict of laws provisions.

**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 THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." 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 Released Parties 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.**

**7. ARBITRATION AGREEMENT; DISPUTE RESOLUTION BY BINDING ARBITRATION:**

**PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.**

(a) Agreement to Arbitrate: This Section is referred to in these Official Rules as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and Sponsor and/or the GFM Charity Platform, whether arising out of or relating to these Official Rules, the

Sweepstakes, your participation in the Sweepstakes, the prize, acceptance, possession, use or misuse of the prize, any advertising, or any aspect of the relationship between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by participating in the Sweepstakes, you, and Sponsor and/or the GFM Charity Platform are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

(b) Prohibition of Class and Representative Actions and Non-Individualized Relief: ***YOU, SPONSOR AND/OR THE GFM CHARITY PLATFORM AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU (ON THE ONE HAND) AND SPONSOR AND/OR THE GFM CHARITY PLATFORM (ON THE OTHER HAND), AS APPLICABLE, AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).***

(c) Pre-Arbitration Dispute Resolution: Sponsor and/or the GFM Charity Platform are always interested in resolving disputes amicably and efficiently, and most participant concerns can be resolved quickly and to the participant's satisfaction by emailing the GFM Charity Support team at [Maximus@gofundme.com](mailto:Maximus@gofundme.com). If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to the Sponsor should be sent to: Boston Athletic Association, 185 Dartmouth St, Boston, MA 02116 ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Sponsor and/or the GFM Charity Platform, as applicable, and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you, Sponsor and/or the GFM Charity Platform may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Sponsor and/or the GFM Charity Platform or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you, Sponsor and/or the GFM Charity Platform is entitled.

(d) Arbitration Procedures: Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, [http://www.adr.org/consumer\\_arbitration](http://www.adr.org/consumer_arbitration). If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Official Rules as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Official Rules and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Sponsor and/or the GFM Charity Platform, as applicable, and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, Sponsor and/or the GFM Charity

Platform agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

(e) **Costs of Arbitration:** Payment of all filing, administration, and arbitrator fees (collectively, the “Arbitration Fees”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. Any payment of attorneys’ fees will be governed by the AAA Rules.

(f) **Confidentiality:** All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

(g) **Severability:** If a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than clause (b) above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of clause (b) is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of these Official Rules will continue to apply.

(h) **Conflict:** In the event of any conflict between any term or condition in this Section 7 and any term or condition in the GoFundMe Terms and Conditions (<https://www.gofundme.com/terms>), then the applicable term or condition in this Section 7 shall control.

**8. PARTICIPANT’S PERSONAL INFORMATION:** By entering the Sweepstakes, you consent to the collection, use and disclosure of your personal information for the purpose of administering the Sweepstakes and prize fulfillment. You may also have the opportunity to sign up to receive promotional emails from parties associated with the Sweepstakes; your choice to consent to such emails or to opt out of such emails in the 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 winner(s) may be used by Sponsor and/or the GFM Charity Platform for promotional purposes and a published winner’s list. You may be required to sign a document to this effect. Information collected from participants is subject to these Official Rules as well as GoFundMe’s Privacy Policy: <https://www.gofundme.com/privacy/>.

**9. WINNERS LIST:** To obtain a winner list, send an email to [Maximus@gofundme.com](mailto:Maximus@gofundme.com) with the following subject line: “Please send the winners list for the Boston Marathon Weekend VIP Experience for Two Sweepstakes Promotion”. Requests must be submitted within ninety (90) days after the end of the Sweepstakes Period. The list will be sent to requesting parties ninety (90) days after the end of the Sweepstakes Period.  
winner(s).

**10. SPONSOR:**

Boston Athletic Association  
185 Dartmouth St.  
Boston, MA 02116

**11. NOTICE:** The Sponsor and/or the GFM Charity Platform reserve the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Sweepstakes in violation of these Official Rules and/or criminal and/or civil law.

**12.** Copyright © 2020 GoFundMe, Inc. All rights reserved. GoFundMe, GFM Charity and any associated logos are trademarks of GoFundMe, Inc. Any other trademarks in these Official Rules are used for prize identification purposes ONLY and are the property of their respective owners.

**13. QUESTIONS REGARDING THE SWEEPSTAKES?**  
[Maximus@gofundme.com](mailto:Maximus@gofundme.com).

Send an email to