

## **\$500 Shopping Spree Sweepstakes Official Rules**

NO PURCHASE OR COMPLETED BLOOD PRODUCT DONATION NECESSARY. The **\$500 Shopping Spree** (“Sweepstakes”) is subject to the following rules and regulations.

1. **ELIGIBILITY AND DEADLINES:** The Sweepstakes begins 12:01 a.m. Eastern Time (“ET”) on October 1, 2019 and ends at 11:59 p.m. ET on October 31, 2019 (“Sweepstakes Period”). Sponsor’s computer is the official time keeping device for the Sweepstakes. Sweepstakes is open only to individuals who are: (a) legal residents of the United States, (b) physically located in one (1) of the fifty (50) United States or the District of Columbia, and (c) at least the age of majority (which is 18 in most states but is 19 in Alabama and Nebraska and 21 in Mississippi) or older at the time of entry. Void in Puerto Rico, outside the United States and where prohibited by law. By participating in this Sweepstakes, entrants agree to be bound by these Official Rules.

The American National Red Cross is the “Sponsor” of the Sweepstakes. Employees of the Sponsor, Tango Card and each of such employee’s immediate family members (spouses, parents, siblings and children, regardless of where they live) and persons with whom they are domiciled are not eligible to participate. All entrants must have a valid address, email address and phone number. Sponsor may require satisfactory proof of entrant’s identity and eligibility.

2. **TO ENTER:** All required steps specified herein are referred to as the “Entry,” and each person who submits one (1) or more Entries is an “Entrant.” (a) To Enter by Presenting to Donate Blood: Anyone who presents to donate blood or blood products (platelets, or plasma) between October 1, 2019 and October 31, 2019 and who has a valid email address in their American Red Cross donor profile, will be automatically entered for a chance to win. Up to five (5) Entries via presentation attempts - one (1) per each eligible donor presentation – are permitted per Entrant. (b) To Enter Without Presenting for a Blood Donation, An Entrant can send an email to [customercare@redcross.org](mailto:customercare@redcross.org) and include within the email Entrant’s first name, last name, mailing address and a valid email address. **There is a limit of five (5) total Entries permitted per Entrant, regardless of method of Entry, during the Sweepstakes Period.** By entering the Sweepstakes, you acknowledge that you have read and agree to these Official Rules along with the Sweepstakes website terms and conditions and [privacy policy](#), agree to be bound by the decisions of Sponsor, and warrant that you are eligible to participate in the Sweepstakes.

By submitting an Entry, you agree that Sponsor may contact you via social media, including on Facebook, Instagram or Twitter by sending you a direct message, tagging you, posting to your social media page or naming you on Sponsor’s social media pages. Automated or bulk Entries or Entries submitted by third parties will be disqualified. Any attempt by any Entrant to obtain more than the stated number of Entries by using multiple and/or different identities, email addresses, or any other methods will void that Entrant’s Entries, and that Entrant may be disqualified at Sponsor’s discretion. Multiple Entrants are not permitted to share the same email address. In the event of a dispute as to any Entry, the authorized account holder of the email address used will be deemed to be the participant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential prize winners may be required to show proof to Sponsor of being the authorized account holder or forfeit the prize. Entries specifying an invalid, non-working, or inactive email address will be disqualified and ineligible to win.

3. DRAWING OF PRIZE: Decisions of the random drawing are final. Odds of winning depend upon the number of eligible Entries received. Winner will be selected as follows: All eligible Entries, including through presentation to donate and through email to [customercare@redcross.org](mailto:customercare@redcross.org), during the Sweepstakes Period, will be combined to one list. Five (5) potential prize winners will be selected from the list in a random drawing to be held on or about November 7, 2019. The potential Prize winners will be notified using the email address provided with Entry on or around November 7, 2019 and may be awarded the Prize subject to verification of eligibility and compliance with the terms of these Official Rules. Failure by the potential Prize winners to respond within 72 hours after two (2) attempts will result in disqualification and an alternate potential Prize winner(s) then will be selected in the same manner, from all remaining eligible Entries.

4. PRIZE: Five (5) Prizes will be awarded. Each Prize includes: One (1) \$500 gift card redeemable at [www.tangocard.com](http://www.tangocard.com), to be delivered to the potential Prize winner's email address.

5. VERIFICATION OF WINNER: POTENTIAL PRIZE WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR. SPONSOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, SELECTION OF THE WINNERS AND OTHER MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF A PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. Potential Prize winners must sign and return an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law) (collectively, the "Affidavit"), which will be included with the email notification, within 72 hours of notification of winning, or an alternate potential Prize winner(s) may be selected. Noncompliance with these requirements will result in disqualification and an alternate Prize winner(s) may be selected. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of an alternate potential Prize winner(s), if any.

6. PRIZE CONDITIONS: Restrictions, conditions and limitations may apply. The Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to make an equivalent prize substitution at its sole discretion. No Prize transfer, assignment, or substitution by the Prize winners is permitted. No more than the stated number of Prizes will be awarded. In the event that technical, programming or any other errors or reasons cause more than stated number of Prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of Prizes in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims.

Each Prize winner is responsible for reporting and paying all taxes associated with his/her receipt of the Prize. Sponsor will withhold and/or report taxes as required by the applicable laws of Sponsor's and each Prize winner's jurisdictions. All federal, state, and local tax liabilities, as well as any other costs and expenses not specified herein as being awarded are the sole responsibility of the Prize winners. The Prize is provided "as is" and the Prize winners assume all risks associated with its use. Sponsor and Tango Card hereby disclaim any and all warranties, whether express or implied, associated with the Prize.

7. PUBLICITY: Except where prohibited or restricted by law, winner's acceptance of the Prize constitutes the winner's agreement and consent for any of their designees to use and/or publish winner's full name, city and state of residence, photographs or other likenesses, pictures, portraits,

video, voice, testimonials, biographical information (in whole or in part), and/or statements made by winner regarding the Sweepstakes, Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor and/or in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval.

8. GENERAL RULES: All federal, state and local laws and regulations apply. By participating, Entrants agree to release and hold harmless Sponsor, Tango Card, and any and all of the entities (the "Promotional Participants") involved in the provision of the Prize (together, Sponsor, Tango Card and the Promotional Participants are the "Released Parties") from any and all liability with respect to or in any way arising from or in connection with this Sweepstakes and/or acceptance or use of the Prize, including liability for personal injury, bodily injury, death, damages and/or loss as well as any claims related to intellectual property infringement, violation of privacy/publicity rights, defamation or similar claims. By participating in this Sweepstakes, Entrants agree to be bound by the Official Rules and the results of the random drawing. The failure of either Sponsor, Tango Card or the Promotional Participants to comply with any provision of these Official Rules due to an act of God, act of domestic terrorism, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of either (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Official Rules. Sponsor is not responsible for any typographical or other error in the offering or the announcement of any Prize or in the administration of the Sweepstakes. In the event of any conflict or inconsistency between these Official Rules and any promotional materials for the Sweepstakes, these Official Rules shall prevail and control. Sponsor's names and/or likenesses are used by Authority of Sponsor.

9. LIMITATIONS OF LIABILITY: The Released Parties are not responsible for: (i) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software, delay in operation or transmission, communications line failure, technology outage, theft or destruction or unauthorized access to, or alteration of entries, whether caused by the sender or any of the equipment or programming associated with or utilized in the Sweepstakes; (ii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iii) unauthorized human intervention in any part of the entry process or the Sweepstakes; (iv) electronic, clerical or human error which may occur in the administration of the Sweepstakes or the transmission, receipt or processing of Entries or notification of winners; or (v) any injury or damage to persons or property, including but not limited to Entrant's computer, hardware or software, which may be caused, directly or indirectly, in whole or in part, by Entrant's participation in the Sweepstakes or Prize winner's receipt, use or enjoyment of the Prize. Without limiting the generality of the foregoing, **Sponsor reserves the right, in its sole discretion, to cancel the Sweepstakes for any reason.** In doing so, Sponsor is not obligated to give away the Prize. In addition, Sponsor may terminate, modify, cancel or suspend this Sweepstakes if fraud, technical failures including any network server or hardware failure, viruses, bugs, errors in programming, or any other errors or other causes beyond its control corrupt the administration, security, or proper play, of the Sweepstakes. Under no circumstances, including negligence, shall the Released Parties be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the web site, or out of any breach of any warranty. This exclusion or limitation of liability will not apply to the extent that any applicable statute prohibits such exclusion or limitation of liability. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SWEEPSTAKES AND SPONSOR'S WEB SITES IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY

KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES; CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS REGARDING THESE LIMITATIONS OR RESTRICTIONS. Any attempt by an entrant or other individual to deliberately damage any web site or undermine the legitimate operation of this Sweepstakes, including but not limited to, any fraudulent claims, may be a violation of criminal and civil laws. Should such an attempt be made, Sponsor reserves the right to seek remedies and damages from any such individual, to the fullest extent permitted by law, including criminal prosecution. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Entrants engaging in any of the foregoing activities may be disqualified and will forfeit any Prize won.

10. PRIVACY: Any personal information sent to, shared with or collected by Sponsor in connection with the Sweepstakes is subject to the Red Cross Privacy Policy, found at <https://www.redcross.org/privacy-policy.html>, and each Prize winner understand that he/she is providing such information to Sponsor. Sponsor and its agents, affiliates, subsidiaries, representatives or service providers may use Entrants' personal information submitted with Entry for purposes of prize fulfillment, including sharing such information with Tango Card and the Promotional Partners, and/or for future marketing by Sponsor, such as to notify them of an event or Sweepstakes that Sponsor thinks may be of interest.

11. WIN LIST OR OFFICIAL RULES REQUEST: For notification of the Prize winners, or to receive a copy of these Official Rules, email [customercare@redcross.org](mailto:customercare@redcross.org), or send a self-addressed stamped envelope in a separate first class stamped envelope to: American Red Cross, Attn: Customer Care – **\$500 Shopping Spree** Sweepstakes, 405 West John Gwynn Jr. Avenue Peoria, IL 61605. Vermont residents may exclude return postage on requests for Official Rules. Requests should be received no later than November 30, 2019.

12. SPONSOR: The American National Red Cross.