

2021 Back to School Tech Package Giveaway Official Rules

NO PURCHASE, PAYMENT OF ANY KIND, OR COMPLETED BLOOD PRODUCT DONATION IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. The [2021 Back to School Tech Package] (“Giveaway”) is subject to the following rules and regulations:

1. **ELIGIBILITY AND DEADLINES:** The Giveaway begins 12:01 a.m. Eastern Time (“ET”) on **August 1, 2021** and ends at 11:59 p.m. ET on August 31, 2021 (“Giveaway Period”). Sponsor’s computer is the official time keeping device for the Giveaway. Giveaway 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, as defined in the Entrant’s state of residence, or older at the time of entry. Void in Puerto Rico, outside the United States and where prohibited by law. By participating in this Giveaway, Entrants agree to be bound by these Official Rules.

The American Red Cross is the “Sponsor” of the Giveaway. Employees of the Sponsor and their 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 mailing 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), regardless of whether a donation is made, during the Giveaway Period 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 one presentation, limit of one (1) presentation during the Giveaway Period . (b) **To Enter Without Presenting for a Blood Donation:** An individual may send an email to customercare@redcross.org without presenting to donate and include within the email the name of the Giveaway, “**2021 Back to School Tech Package,**” individual’s first name, last name, and valid mailing and email addresses to become an Entrant, up to five (5) entries via one email (c) **Total Entries: There is a limit of five (5) total Entries permitted per Entrant, regardless of method of Entry, during the Giveaway Period.** Participation constitutes Entrant’s full and unconditional agreement to these Official Rules, along with the Giveaway website terms and conditions, if any, and to be bound by Sponsor’s [privacy policy](#) and to all decisions of Sponsor, which are final in all matters related to the Giveaway and which Sponsor may decide in its sole discretion. Winning a Prize is contingent upon fulfilling all requirements set forth herein. **PARTICIPATION IN THE GIVEAWAY IS VOLUNTARY AND DOES NOT REQUIRE YOU TO MAKE A DONATION, DONATE BLOOD OR PRESENT TO DONATE BLOOD, OR PURCHASE ANYTHING FROM SPONSOR.**

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 winner 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. SELECTION OF WINNER: 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, during the Giveaway 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 **September 8, 2021**. The potential prize winner will be notified on or about **September 8, 2021** using the email address provided with Entry and may be awarded the prize subject to verification of eligibility, including return of the Affidavit, as defined below, and compliance with the terms of these Official Rules. Failure by a potential prize winner to respond within seventy-two (72) hours after the second of two (2) attempts will result in disqualification and an alternate potential prize winner then will be selected in the same manner from all remaining eligible Entries. If Sponsor is unable to determine and verify a potential winner after repeated alternate drawings or if Sponsor fails to receive a sufficient number of entries to correspond to the number of prize(s) available to be awarded, Sponsor reserves the right to not award the all prize(s).

4. PRIZE: **Five (5)** prizes will be awarded. **Each** Prize Winner will receive one (1) Prize package consisting of:

- One (1) 13-inch MacBook Pro (256 GB, comes with a USB-C charge cable & USB-C Power Adapter)
- One (1) set of AirPods Pro
- One (1) USB-C digital AV Multiport Adapter
- One (1) Apple Gift Card with a value of \$200.00

Each Prize including all elements set forth above shall be referred to collectively as “Prize.” Approximate retail value (ARV) of each Prize package is \$2,000.00. The Prize elements are subject to change or cancelation, at the Sponsor’s discretion, if any advertised prize becomes unavailable.

5. PRIZE RESTRICTION:

FOR GIFT CARD PRIZE: Prize winner will receive a \$200 Apple Inc. gift card. Issuer terms and conditions apply to card; see front and back of card for terms.

6. VERIFICATION OF WINNER: ALL POTENTIAL PRIZE WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR. SPONSOR’S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE GIVEAWAY, INCLUDING THE ADMINISTRATION, OPERATION, SELECTION OF THE WINNER AND ALL OTHER MATTERS RELATED TO THE GIVEAWAY. 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. Except where legally prohibited, potential Prize winner(s) must sign and return an Affidavit of Eligibility, Release of Liability and Publicity Release and any other related documentation required by the Sponsor (collectively, the “**Affidavit**”), which will be included with the email notification, within seven (7) days following notification of winning, or an alternate potential Prize

winner(s) may be selected. Sponsor reserves the right to disqualify any potential Prize winner who does not comply with these requirements and such disqualification will result in an alternate Prize winner(s) being 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.

7. PRIZE CONDITIONS: All expenses and other costs not expressly stated in the Prize description are the sole responsibility of the Prize winner. 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 winner 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.

The Prize winner is responsible for reporting and paying all taxes associated with a winner's receipt of the Prize. Sponsor will withhold and/or report taxes as required by the applicable laws of Sponsor's and 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 winner. The Prize is provided "as is" and the Prize winner assumes all risks associated with its use. Sponsor hereby disclaim any and all warranties, whether express or implied, associated with the Prize.

Prize winner will not receive the difference between the actual retail value and approximate retail value. If any winner cannot accept Prize as stated, such winner's prize will be forfeited and an alternate winner will be selected as set forth above.

8. PUBLICITY: EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE GIVEAWAY CONSTITUTES ENTRANT'S GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), AND THE RELEASED PARTIES THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLD WIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, THE ENTRANT'S ENTRY, NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS AND BIOGRAPHICAL INFORMATION (INCLUDING BUT NOT LIMITED TO HOMETOWN AND STATE) FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION.

9. GENERAL RULES AND RELEASES All federal, state and local laws and regulations apply. BY PARTICIPATING IN THIS GIVEAWAY, ENTRANT/ PARTICIPANT AGREES THAT SPONSOR, AND ITS AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (THE "**RELEASED PARTIES**") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS/PARTICIPANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS GIVEAWAY OR IN ANY GIVEAWAY-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS GIVEAWAY CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE

AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURANCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS GIVEAWAY, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS GIVEAWAY OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE. By participating in this Giveaway, Entrants agree to be bound by the Official Rules and the results of the random drawing.

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 Giveaway. Sponsor is not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections, telephone transmission problems, or garbled transmissions or miscommunications; computer or software malfunctions, or damage to a user's computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If any provision of these Official Rules should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable.

In the event of any conflict or inconsistency between these Official Rules and any promotional materials for the Giveaway, these Official Rules shall prevail and control. Pre-approved Giveaway related materials containing licensed marks are used with permission. Notwithstanding anything in these Official Rules, **Sponsor reserves the right, in its sole discretion, to cancel the Giveaway for any reason.** In doing so, Sponsor is not obligated to give away the Prize. In addition, Sponsor reserves the right to cancel, suspend and/or modify the Giveaway, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Giveaway, as determined by Sponsor. If, for any reason, the Giveaway cannot be run as planned, Sponsor may disqualify any suspect entries and (a) suspend the Giveaway and modify the Giveaway to address the impairment, then resume the Giveaway in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

10. **FORCE MAJEURE:** Without limitation to Sponsor's other rights set forth in this Agreement, Sponsor hereby retain[s] the right (in its sole discretion) to suspend, modify and/or terminate the Giveaway in the event that Sponsor is unable to complete the Giveaway and/or award any prize because of force majeure events, including any strike, fire, war, terrorist act, pandemic, epidemic, or governmental action, regulation or mandate, any disruptive event beyond our control. If the participation of any participant is suspended as set forth herein, the period of their participation in the Giveaway shall be deemed extended by a period equivalent to the period of suspension, unless otherwise announced on the Website. Notwithstanding the foregoing, no termination hereunder shall affect Sponsor's rights hereunder or any of its rights in and to the Giveaway which shall remain in full force and effect.

11. LIMITATIONS OF LIABILITY: WITHOUT LIMITING THE FOREGOING, 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 Giveaway; (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 Giveaway; (iv) electronic, clerical or human error which may occur in the administration of the Giveaway or the transmission, receipt or processing of Entries or notification of winner; 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 Giveaway or Prize winner's receipt, use or enjoyment of the Prize.. The Released Parties are not responsible if any prize cannot be awarded due to travel or event cancellations, delays, or interruptions due to acts of god, acts of war, natural disasters, weather, or terrorism, or any other event as listed in these Official Rules. Under no circumstances, including their own 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 GIVEAWAY 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 Giveaway, 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.

12. GOVERNING LAW / JURISDICTION. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants or Sponsor in connection with the Giveaway will be governed by and construed in accordance with the laws of Washington, D.C., without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway not to exceed fifty US Dollars (US\$50.00), but in no event attorneys' fees; and 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.

13. PRIVACY: Any personal information sent to, shared with or collected by Sponsor in connection with the Giveaway is subject to the Red Cross Privacy Policy, found at <https://www.redcross.org/privacy->

[policy.html](#), and Entrant understands that the Entrant is providing such information to Sponsor. Sponsor and its agents, affiliates, subsidiaries, representatives or service providers may use Entrant's personal information submitted with Entry for purposes of prize fulfillment, and/or for future marketing by Sponsor, such as to notify them of an event or Giveaway that Sponsor thinks may be of interest.

14. WIN LIST OR OFFICIAL RULES REQUEST: For a list of winners, available after [September 30, 2021, or to receive a copy of these Official Rules, email customercare@redcross.org, or send a self-addressed stamped envelope in a separate first class stamped envelope to: American Red Cross, Attn: Customer Care – [2021 Back to School Tech Package], 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 March 30, 2022].

15. SPONSOR: The American Red Cross, 431 18th Street, NW, Washington, DC 20006. *Apple, Apple Music, MacBook Pro, & AirPods Pro are registered trademarks of Apple, Inc.* Apple is not a sponsor or promoter of this Giveaway.

// End of Official Rules //