

Bloodworks and Hyatt Lake Washington Sweepstakes

Enter to Win a Complimentary One Night Stay at Hyatt Lake Washington, Wine Tasting Experience for Two at Vino at the Landing and Flight Tasting for Two at Four Generals Brewing

Bloodworks Official Rules

NO PAYMENT OR PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PAYMENT OR PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. The Bloodworks and Hyatt Lake Washington Sweepstakes (“Sweepstakes”) is a promotional giveaway designed to encourage Donors to register with Bloodworks for donations and to promote Bloodworks. The Sweepstakes are sponsored by Bloodworks (“Sponsor”) with the principal place of the organization located at 921 Terry Avenue, Seattle, WA 98104. Sponsor will randomly select winners as defined herein and prizes as defined herein will be awarded in accordance with these Official Rules and are provided as-is. **Hyatt Lake Washington, Vino at the Landing and Dour Generals Brewing is neither a participant in nor a sponsor of the sweepstakes.**

1. **Eligibility:** In order to be eligible to participate in the Sweepstakes one must agree to be bound by these Official rules which constitute a binding agreement. The Sweepstakes are open to legal residents of Washington or Oregon only who are at least twenty-one (21) years or older at the time of entry (“Entrants” or “Participants”). The employees of Bloodworks (“Bloodworks”) and all other companies, partners, advertising and promotion agencies associated with the design or execution of the Sweepstakes and the members of their immediate families (parents, grandparents, siblings, children, grandchildren and each of their respective spouses) and those living in the same household of each (whether related or not), are ineligible to enter. Entrants may decide to not opt in to the Sweepstakes when they register to donate. Donors may also contact Bloodworks to ensure they are not entered in the Sweepstakes automatically should they desire to not participate. For the avoidance of doubt, an Entrant may opt out of the Sweepstakes at any time and there is no obligation whatsoever to participate by any Donor. Bloodworks will immediately cancel any participation at the request of any Entrant or donor. There may be additional documents for Entrants to complete in order to be eligible to win prizes in the Sweepstakes and such will be provided and requested when applicable by Bloodworks to said Entrants with instructions on any of the aforesaid.

2. **How to enter:** To participate in the Sweepstakes, Participants who meet the eligibility requirements as noted herein, must register to donate at the Hyatt Lake Washington Pop-Up Donor Center between the dates of April 7th – April 8th, 2021 (the “Sweepstakes Period”). Bloodworks will pull all the names of Participants within the age/time period parameters specified herein and enter them in the Sweepstakes. All Entrants, i.e., those individuals entered in the Sweepstakes, must abide by these Official Rules (the “Official Rules”) to be eligible to win a “Prize” as defined below and to comply with all federal, state and local laws and regulations. Entrants who do not provide complete, valid, and truthful registration information will not be eligible to win. Once registration is completed to the satisfaction of Bloodworks, the Entrant will be entered into the Sweepstakes as per the Official Rules. Limit one entry per Entrants or Participants throughout the Sweepstakes. For the avoidance of doubt, the criteria of eligibility for the Sweepstakes is such that Entrants must only register with Bloodworks to donate and meet the Official Rules requirements noted herein. Participation in the Sweepstakes is NOT predicated on Entrants being able to actually donate with Bloodworks. Registration to donate creates eligibility as long as Entrants are eligible in the other aforesaid areas of these Official Rules. Participants may not register with multiple names, addresses (including e-mail addresses) and any Entrant who attempts to enter with multiple names, addresses (including e-mail addresses) will be disqualified and forfeits any Prize won, in Bloodworks’ sole discretion. Entries in excess of the stated limits will be disqualified. Any potential “Winner”, i.e., a person who wins a Prize, may be requested to provide Bloodworks with proof that such Winner is a legal resident of Washington or Oregon. Each Winner must agree to the Bloodworks use of his or her name, likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by Winner regarding the Sweepstakes without additional compensation, obligation, or notice, for the purposes of publicity and promotion, worldwide and in perpetuity, in any and all forms of media, now known and hereafter devised, including, without limitation on-line.

3. **Prizes and odds of winning:** One (1) Prize Winner (only) will receive a complimentary One (1) night stay at Hyatt Lake Washington, Gift Certificate for a Wine Tasting Experience for Two (2) at Vino at the Landing & Gift Certificate for Flight Tasting for Two (2) at Four Generals Brewing total value of the Prize is estimated at a value of approximately: \$300.00 USD. Reservations for Hyatt Lakes Washington can be made through the hotel directly at (425) 203-1234. Gift certificates must be redeemed prior to December 30, 2021. Scheduling will be based on availability at the time of reservation. Odds and chances of winning a Prize are based upon the number of eligible entries received with all Entrants having an equal chance of winning; Winners will be selected randomly as noted below. All other costs and expenses in connection with Prize, including but not limited to, receipts and use of the Prize, are the sole responsibility of the Winner. The Prize may only be awarded upon proof of Entrants’ registration with Bloodworks. The Prize is not transferrable and must be accepted as awarded by Bloodworks. Bloodworks reserves the right, in its absolute and sole discretion, to make a substitution of a prize, to serve as the Prize, provided it is of equivalent kind or approximate value in the event of the unavailability of the

Prize for any reason. **For the avoidance of doubt, the Prize must be redeemed with four (4) months of Winner receiving the Prize or the Prize is forfeited by the Winner.**

4. **Winner Selection and Notification:** The Sweepstakes is a giveaway of chance. The one (1) Winner of the Prize will be randomly selected from all eligible entries on or about April 12th, 2021 and will be posted on Bloodworks' website at www.Bloodworksnw.org and Bloodworks' Facebook page. Two (2) additional participants will be selected as alternates also at random, "Alternative Winners", in the event the Winner randomly selected is unable to accept the Prize for any reason(s) whatsoever or declines to receive it. Bloodworks will notify the Winner by phone call or email (at Bloodworks' selection based on the registration information provided). Winners shall have forty-eight (48) hours from the time Bloodworks has placed a notification phone call and/or from the time Bloodworks has sent a notification email to respond to Bloodworks and accept their Prize with proof of identification, or, at Bloodworks' option, the next-in-line Alternative Winner will be chosen and notified and awarded the Prize.

5. **Conditions; RELEASE:** (a) Winner will be responsible for any federal, state and local tax liability and must upon request provide Bloodworks with their social security number and any other applicable information for the purpose of preparing IRS Form 1099; (b) By participating in the Sweepstakes, all participants agree to release, discharge, and hold harmless Bloodworks, affiliates, subsidiaries, advertising and promotion agencies, and other individuals engaged in the development or execution of this Sweepstakes, from any liability, claims, losses, and damages arising out of or relating to their participation in this Sweepstakes, or the acceptance, use, misuse, or possession of any Prize received in this Sweepstakes. Additionally, at Bloodworks' discretion, Winner may be asked to sign a release form as prepared and accepted by Bloodworks, acknowledging the aforesaid and Winner's acceptance of these Official Rules and the Prize, as well as indemnifying Bloodworks for any loss, damages or injury associated with accepting or using the Prize; (c) Bloodworks reserves the right to withdraw or terminate this Sweepstakes at any time without prior notice unless the Prize has been awarded to the Winner, in such cases, Bloodworks reserves the right to make changes in the Official Rules of the Sweepstakes with proper notification to Entrants, including, without limitation, the substitution of a prize of equivalent value, which will become effective upon announcement/notification; (d) Bloodworks as Sponsor of the Sweepstakes is not responsible for typographical or other errors in the printing, offering, administration of the Sweepstakes, or in the announcement of the Prize; (e) All Entrants agree to comply with and be bound by decisions of Sponsor, which shall be final and binding in, all respects. To the extent permitted by law, the rights to litigate, to seek injunctive relief from or in connection with this Sweepstakes are hereby excluded, and Entrants expressly waive any and all such rights.

6. **Applicable Law, Arbitration:** This Sweepstakes shall be governed by, and construed in accordance with, the laws of the state of Washington, regardless of the principles of conflicts or laws. All federal, state and local laws and regulations apply. Any action or litigation concerning this Sweepstakes shall take place exclusively in the federal or state courts sitting in Seattle, Washington, and each Entrant expressly consents to the jurisdiction and venue in such courts and waives all defenses relating to jurisdiction or venue in such courts. The Sweepstakes are sponsored by Bloodworks ("Sponsor") and as a giveaway of chance. Please note, Sweepstakes participation is only available for those who register to donate at the Hyatt Lake Washington Pop-Up Donor Center between the dates of April 7th-8th, 2021. For more information, contact Bloodworks at #206-292-6500 and ask for Donor Recruitment Department or visit Bloodworks at our website www.Bloodworksnw.org. For a copy of these Official Rules and/or a list of the Winner once the Sweepstakes has ended (which shall be after April 12th, 2021 when the Winner is randomly selected), visit www.Bloodworksnw.org. **ARBITRATION:** ANY LEGAL DISPUTE OR CLAIM HEREUNDER SHALL BE RESOLVED BY FINAL, BINDING ARBITRATION WITH AN EXPERIENCED ARBITRATOR LICENSED TO PRACTICE LAW IN WASHINGTON, IN KING COUNTY, WASHINGTON. Arbitration shall proceed solely on an individual basis without the right for any claim to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to claims between you and Bloodworks alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in these Official Rules, and without waiving either party's right of appeal, if any portion of this class action waiver provision is deemed invalid or unenforceable, then the entire Arbitration clause (other than this sentence) shall not apply.

7. **LIMITATION OF LIABILITY; Disclaimers:** ANY CLAIMS, JUDGMENTS, AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT OF POCKET COSTS ASSOCIATED WITH THIS SWEEPSTAKES. ENTRANTS WAIVE ANY RIGHTS OR CLAIMS TO ATTORNEYS FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER BASED ON NEGLIGENCE OR OTHERWISE. TO THE EXTENT PERMITTED BY WASHINGTON LAW, BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES OR ANY PRIZE AWARDED WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. **Disclaimers:** Sponsor is not responsible for illegible, lost, late, incomplete, stolen, misdirected, postage due, or undeliverable e-mail or postal mail; or

for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, corrupt or jumbled transmissions, service provider/Internet/website/use net accessibility, availability, or traffic congestion, or any technical, mechanical, or typographical or other error, or unauthorized human intervention, the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of any such information including, but limited to, the aforesaid caused by any website users, tampering, hacking, or by any of the equipment or programming associated with or utilized in these Sweepstakes and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to any website(s). Sponsor is not responsible for any injury or damage, whether personal or property, to any Entrants' or to any person's computer related to or resulting from participating in these Sweepstakes and/or accepting the Prize. If, for any reason, an entry is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an entry into this Sweepstakes, the Entrant's sole remedy is to submit another entry. **EACH WINNER ACKNOWLEDGES THAT THE PRIZE IS AWARDED AS-IS. SPONSOR MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AS REGARDS TO THE PRIZE OR ANY COMPONENTS OF THE PRIZE. VOID WHERE PROHIBITED, AS SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES.** Further, any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes, or any prize awarded, will be resolved individually, without resort to any form of class action. **ENTRANTS ARE NOTIFIED AND AGREE THAT ANY CLAIMS THAT THEY WISH TO ASSERT AS SET FORTH HEREIN MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE END OF THE SWEEPSTAKES PERIOD OR THEY WILL BE BARRED AS UNTIMELY.** Bloodworks is not responsible for the policies, actions, or inactions of others, including Entrants, Entrants' parents or legal guardian or representative that might prevent the Entrants from entering, participating, and/or claiming a Prize in this Sweepstakes. If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. © Copyright 2021. All rights reserved. Bloodworks logo is a trademark of Bloodworks. No unauthorized use is permitted.