

## **Bloodworks Music's In Our Blood Cabo Giveaway 2021 – Enter to Win Music Getaway to Cabo December 2-6, 2021 to Meet Macklemore**

### **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. VOID WHERE PROHIBITED. The Bloodworks Music's In Our Blood Cabo Giveaway 2021 ("Giveaway") is a promotional giveaway designed to encourage Donors to register with Bloodworks for donations and to promote Bloodworks. The Giveaway is sponsored by Bloodworks ("Sponsor" or "Bloodworks") with the principal place of the organization located at 921 Terry Avenue, Seattle, WA 98104. Sponsor will randomly select a winner as defined herein and the prize as defined herein will be awarded in accordance with these Official Rules ("Official Rules").

- 1. Eligibility:** In order to be eligible to participate in the Giveaway one must agree to be bound by these Official rules which constitute a binding agreement. The Giveaway is open to legal residents of Washington or Oregon who are twenty-one (21) years or older as of November 29, 2021 ("Entrants" or Participants"). You are not authorized to participate in this Giveaway if you are not a legal resident of either Washington or Oregon. The employees of Bloodworks and all other companies, partners, advertising and promotion agencies associated with the design or execution of the Giveaway 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. All Entrants in the Giveaway can opt out of participating in the Giveaway at any time by contacting Bloodworks and informing a Bloodworks representative or declining the "Prize" (defined below) if contacted by Bloodworks as a Winner (defined below). For the avoidance of doubt, 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 a prize in this Giveaway 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 Giveaway, Entrants who meet the eligibility requirements as noted herein, must 1) submit their information via [bloodworksnw.org/music](http://bloodworksnw.org/music) AND 2) register to donate in-person at a Bloodworks donor center or Bloodworks mobile collection site/Pop-Up Donor Center (defined below) during the dates of November 15, 2021 – November 28, 2021 ("Giveaway Period"). Donors will receive one entry for each donation during the Giveaway Period. Bloodworks will compile all of the names of eligible Entrants that meet the criteria within these Official Rules (the "Official Rules") and will enter them in the Giveaway. All Entrants must abide by these Official Rules to be eligible to win a Prize 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 Giveaway as per these Official Rules. Limit one entry or two depending upon the Official Rules as state by Bloodworks, per week by Entrants (Sunday through Saturday) unless otherwise posted by Sponsor. Sponsor reserves the right to incentivize Entrant participation in the Giveaway by increasing the entry amount per donation, and for the type of donation, provided it notifies the public in written form through updates to these Official Rules on its website and other social media platforms. For the avoidance of doubt, the criteria of eligibility for the Giveaway is such that Entrants must only register with Bloodworks to donate, submit their information via [bloodworksnw.org/music](http://bloodworksnw.org/music), and meet the Official Rules requirements noted herein. Participation in the Giveaway is NOT predicated on Entrants being able to successfully donate with Bloodworks. Blood donation restrictions may apply. 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 participant 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 if they do not follow these Official Rules. 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 Giveaway 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, but not limited to, on-line, social media platforms, and in print.
- 3. Prizes and odds of winning:** One (1) Grand Prize will be awarded, which consists of: One (1) set of Round-Trip Airfare Tickets for two (2) (economy class airfare tickets) to Cabo San Lucas, Mexico departing from Seattle, Washington USA or Portland, Oregon USA to Cabo San Lucas, Mexico; One (1) 4-Night Hotel Accommodation for one (1) room (standard room) at Rius Santa Fe all-inclusive hotel in Cabo San Lucas, Mexico; One (1) set of two (2) Concert Tickets to Kygo's Palm Tree Festival; and one (1) "Meet and Greet" (further details to follow from Bloodworks provided to Winner prior to December 2, 2021) with the recording artist Macklemore (aka Benjamin Hammond Haggerty), subject to availability and other considerations. Approximate retail value of the Grand Prize is \$5,000.00 USD. Winner must be 21 years of age as of November 29, 2021. Winner's guest must also meet each criteria set forth in these Official Rules to participate in the Winner's Grand Prize, including, but not limited to, age requirements. Winner is responsible for federal, state, and local taxes, if applicable. The Grand Prizes are awarded "as-is" with no warranty or guarantee, either express or implied, by Sponsor. 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. The prizes above are in US Dollars and are approximate. All other costs and expenses in connection with winning a 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, no substitution or cash equivalent is permitted 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. Winner and any accompanying guest of Winner must be available for travel to Mexico with a valid U.S. passport by the date of travel: on or about December 1, 2021. Travel for the awarded trip must take place on and/or within the designated dates and is subject to schedule availability, alternative travel dates will not be provided unless in cases of the unavailability of the Prize beyond the control of Sponsor. Winner and guest must travel on same itinerary. Meals, gratuities, luggage fees, incidental hotel charges and any other travel-related expenses not specified herein are the sole responsibility of Winner and guest. Winner and guest must have all necessary identification and/or travel documents required for travel within and outside the United States (e.g. valid U.S. driver's license and U.S. passport) and provide proof of full vaccination status as required by concert venue and aviation requirements, including but not limited to COVID-19 vaccination. Winner and guest must comply with all applicable laws, and any rules and regulations established by the Sponsor's prize partner(s), if any; such as hotels, airlines, concert or event venues etc.
- 4. Winner Selection and Notification:** The one (1) Winner of the Giveaway will be randomly selected from all eligible entries on or about November 29, 2021 and will be posted on Bloodworks' website at [www.Bloodworksnw.org](http://www.Bloodworksnw.org). Four (4) 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. Bloodworks will notify the Winner by phone call and email (based upon the registration information provided to Bloodworks). Winner shall have two (2) hours ("Winner Acceptance Period") from the time Bloodworks has placed an initial notification phone call to the Winner to respond to Bloodworks accepting the Prize. Bloodworks will also send a written notification email to respond to Bloodworks and accept their Prize. The Winner will be required to provide Bloodworks with proof of identification and acceptance of the Prize within the allotted Winner Acceptance Period, or, at Bloodworks' option, the next-in-line Alternative Winner will be chosen, notified, and awarded the Prize. A person may not win more than ONE (1) Prize in this Giveaway.
- 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. Winner and Winner's guest must sign a release form as prepared and accepted by Bloodworks acknowledging his or her acceptance and understanding of these Official Rules, releasing Bloodworks from any and all liability, claims or actions related to this Giveaway and the Prize, and indemnifying Bloodworks for any loss, damages or injury associated with accepting or using the Prize; (b) By participating in the Giveaway, 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 Giveaway, from any liability, claims, losses, and damages arising out of or relating to their participation in this Giveaway or the acceptance, use, misuse, or possession of any Prize received in this Giveaway; (c) Bloodworks reserves the right to withdraw or terminate this Giveaway at any time without prior notice. Bloodworks reserves the right to make changes in the Official Rules of the Giveaway with proper notification to Entrants, including, without limitation, the substitution of a prize of equivalent value, which will become effective upon announcement/notification; (d) The Sponsor of the Giveaway is not responsible for typographical or other errors in the printing, the offering of the administration of the Giveaway 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 Giveaway are hereby excluded, and Entrants expressly waive any and all such rights. Winner and Winner's guest agrees that acceptance of any trip, participation in the concert, and any activities related thereto as part of the Prize acceptance is done so entirely upon their own initiative, risk, and responsibility.

6. **Applicable Law, Arbitration:** This Giveaway 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 Giveaway 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 Giveaway is sponsored by Bloodworks as a giveaway of chance. For a list of locations and addresses of Bloodworks donor centers or Bloodworks mobile collection sites, or for more information, contact Bloodworks at #206-292-6500 and ask for the Marketing Department or visit Bloodworks at our website [www.Bloodworksnw.org](http://www.Bloodworksnw.org). For a copy of these Official Rules and/or Winner once the Giveaway Period has ended (which shall be November 29, 2021 when Winner randomly selected), visit [www.Bloodworksnw.org](http://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 Winner 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 GIVEAWAY. 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 GIVEAWAY, 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 GIVEAWAY 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 Giveaway 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 Giveaway 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 Giveaway, the Entrant's sole remedy is to submit another entry. **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. ENTRANTS ARE NOTIFIED AND AGREE THAT ANY CLAIMS THAT THEY WISH TO ASSERT AS SET FORTH HEREIN MUST BE BROUGHT WITHIN ONE (1) YEAR FROM THE END OF THE GIVEAWAY PERIOD OR THEY WILL BE BARRED AS UNTIMELY.** Bloodworks is not responsible for the policies, actions, or inactions of others, including Entrants, Entrants' legal guardian or representative that might prevent Entrants from entering, participating, and/or claiming a Prize in this Giveaway. 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.