

Bloodworks Music's In Our Blood Giveaway 2022 – Enter to Win Nintendo Switch plus Three Games

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 ("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 winners as defined herein and prizes as defined herein will be awarded in accordance with these Official Rules ("Official Rules"). **Nintendo® is neither a participant in nor a sponsor of the Sweepstakes.**

- 1. Eligibility:** In order to be eligible to participate in the Giveaways 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 eighteen (18) years or older at the time of entry ("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 ("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. 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 prizes 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/win 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 1, 2022 – November 30, 2022 ("Giveaway Period"). Donors will receive one entry for each donation during the Giveaway period. Sponsor 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, i.e., those individuals entered in the Giveaway, must abide by these 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 Giveaway as per the Official Rules. Limit one entry or two depending upon the Official Rules as stated 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 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 Winners will receive (only) one of the following Prizes:
One (1) Nintendo Switch with Neon Blue and Neon Red Joy-Con
One (1) Nintendo Switch Game Just Dance 2022
One (1) Nintendo Switch Game Mario Kart 8 Deluxe
One (1) Nintendo Switch Game Mario Party Superstars
Total value \$400.00.
- 4. LIMIT ONE PRIZE PER PERSON.** 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 prices 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 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.
- 1. Winner Selection and Notification:** The one (1) Winner of the Prize will be randomly selected from all eligible entries on or about December 15, 2022 and will be posted on Bloodworks' website at www.Bloodworksnw.org. Winner must be legal resident of Washington or Oregon. Three (3) additional participants will be selected as alternates also at random, "Alternative Winners", in the event the Winners randomly selected are unable to accept the Prizes for any reason(s) whatsoever. Bloodworks will notify the Winners by phone call or email (at Bloodworks' selection based on the registration information provided). Winner 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. A person may not win more than ONE (1) Prize in this Giveaway.
- 2. 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 guests 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.
- 3. 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. For a copy of these Official Rules and/or a list of Winners once the Giveaway has ended (which shall be after November 15, 2022 when Winners are 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 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.

4. **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 this 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 this 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. **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 PRIZES OR ANY COMPONENTS OF THE PRIZES. 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 Giveaway, 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 GIVEAWAY 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 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 2022. All rights reserved. Bloodworks logo is a trademark of Bloodworks. No unauthorized use is permitted.