



# OFFICIAL RULES

Komen Bone Health 2021 Giveaway

Complete your bone health survey and learn about your fracture risk through the Fracture Risk Calculator and you will earn a \$25 USD Amazon gift card.

**ELIGIBILITY:** Giveaway is open to legal residents of the United States who are 18 years of age or older. Employees of Susan G. Komen ("Sponsor") and its respective officers, directors, parents, subsidiaries, affiliates, as well as their immediate family members, are not eligible. Participants may need to provide proof of residency. All entries should be submitted in good faith.

**HOW TO ENTER:** Entry period is July 16 through September 26, 2021 at 11:59 pm CT.

- (1) Participants will complete a survey about bone health, administered by Ipsos. Once the survey is completed, the participant will receive a confirmation page directing them to the Komen site to learn how they can earn a \$25 USD Amazon gift card.
- (2) On the Komen site, the participant will be directed to enter their information to receive emails and communications from Komen and American Bone Health. The participant must enter valid contact information. Then, the participant will be directed to American Bone Health's site to complete the American Bone Health Fracture Risk Calculator™.
- (3) On the American Bone Health site, the participant will be prompted by the Fracture Risk Calculator to answer questions about their health and lifestyle and will be provided with a result. The participant will then be prompted to complete their contact information. The participant must enter valid contact information matching the information they provided on the Komen site. Note that Komen will only be provided with limited information to verify the name and email address of the participant in order to confirm that all entry steps were completed by the individual. Komen will not be provided with the participant's survey responses, results, or other personally identifiable information from the American Bone Health's site or Fracture Risk Calculator.

**Amazon Gift Card:** Limit one gift card per person. Komen will be awarding up to 2,000 gift cards during the entry period. Participants who fully complete all entry steps will receive an Amazon gift card via the email address provided to Komen within ten business days after completion.

**GENERAL TERMS & CONDITIONS:** All entrants must meet the eligibility requirements set forth in these Official Rules in order to qualify for the prize. By participating, each entrant agrees to:

- (1) Abide by these Official Rules and decisions of Sponsor, which shall be final in all respects relating to this Giveaway;
- (2) Release, discharge and hold harmless Sponsor, and their respective parents, affiliates, subsidiaries, and advertising and Giveaway agencies, and the respective officers, directors, shareholders, employees, agents and representatives; and
- (3) Acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding.



In the event of a dispute regarding entries received from multiple users having the same email account, the authorized subscriber of the email account at the time of entry will be deemed to be the entrant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned the email address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses.

Any attempt by an entrant to obtain more than the stated number of entries by using multiple/different identities, and/or any other methods will void that entrant's entry and that entrant may be disqualified from the Giveaway.

Prize must be accepted as awarded. No substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize or any component thereof for one of equal or greater value if the designated prize or any component thereof should become unavailable for any reason. Other restrictions may apply.

If for any reason the giveaway is not capable of running as planned, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Giveaway. Persons found tampering with or abusing any aspect of the Giveaway, or whom Sponsor believes to be causing malfunction or error, disruption or damage will be disqualified. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors.

Sponsor is not responsible for any entry that is lost, late, illegible, stolen, mutilated, incomplete, invalid, unintelligible, postage-due, misdirected or undeliverable, whether due to system errors, omissions, interruption, deletions, defects, delay in operations or transmissions, theft or destruction or failures, faulty transmissions or other telecommunications malfunctions, human error, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

Sponsor's failure to enforce any term or condition of these Official Rules does not constitute a waiver of these provisions.

**RELEASE & LIMITATION OF LIABILITY:** By participating, participants agree to release and hold harmless Sponsor, their advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, "Released Parties"), from any and all liability, for loss, harm, damage, injury, illness, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with the IPSOS questionnaire, the American Bone Health Fracture Risk Calculator, as well as possession, acceptance and/or use or misuse of the Amazon gift card. Participants acknowledge and accept



sole responsibility for all of the hazards and risks to him/herself and his/her property associated with or related to participation, assume all risk and danger incidental to participation, and release, waive and forever discharge any and all claims of damages or causes of action, including but not limited to, death, personal injury or loss or damage to property, which he/she or any of his/her representatives, heirs, next of kin or assignees (collectively "Representatives") may have or which may hereinafter accrue to him/her or his/her Representatives as a result of participating or otherwise which may be asserted by his/her or his/her Representatives against the Released, whether caused by the acts, omissions or negligence of the Released Parties or by any other person or entity.

Sponsor reserves the right to request from any entrant additional documentation it reasonably believes is necessary to validate any entry or to award the gift card. Without limitation, Sponsor shall not be liable for any failure to deliver prize due to winner's failure to accept delivery, to meet any of his or her obligations hereunder or due to the submission of any false, inaccurate or misleading information.

#### ENTRANTS RELEASE OF LIABILITY AND WAIVER:

BY PARTICIPATING IN ANY ASPECT OF THE GIVEAWAY, YOU AGREE TO THE FULL EXTENT PERMITTED BY LAW TO RELEASE AND HOLD HARMLESS SPONSOR AND THE RELEASED PARTIES FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF PARTICIPATION IN ANY PART OF THE GIVEAWAY OR RECEIPT OR USE OF ANY PRIZE, INCLUDING PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. YOU FURTHER AGREE THAT IN ANY CAUSE OF ACTION, THE RELEASED PARTIES' LIABILITY WILL BE LIMITED TO THE COST OF PARTICIPATING IN THE GIVEAWAY, AND IN NO EVENT SHALL ANY OF THE RELEASED PARTIES BE LIABLE FOR ATTORNEYS' FEES, PUNITIVE, CONSEQUENTIAL, DIRECT OR INDIRECT DAMAGES, AND YOU WAIVE THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER. YOU HEREBY WAIVE ALL RIGHTS AND RELEASE EACH OF THE RELEASED PARTIES FROM ANY CLAIM OR CAUSE OF ACTION, WHETHER NOW KNOWN OR UNKNOWN, OF ANY KIND, INCLUDING BUT NOT LIMITED TO DEFAMATION, INVASION OF RIGHT TO PRIVACY, PUBLICITY OR PERSONALITY OR ANY SIMILAR MATTER, RELATING TO THE GIVEAWAY, THE OPERATION THEREOF, OR ANY SUBMISSION, OR BASED UPON OR RELATING TO THE USE AND EXPLOITATION OF THE ENTRIES AS CONTEMPLATED HEREIN, OR USE IN GIVEAWAY SITE FORM, EITHER INTENTIONALLY OR OTHERWISE. YOU HEREBY REPRESENT AND WARRANT THAT YOU HAVE READ THESE OFFICIAL RULES AND ARE FULLY FAMILIAR WITH THEIR CONTENTS.

**PRIVACY:** Sponsor will be collecting personal data about entrants. By participating in the Giveaway, you hereby agree to the collection and usage of your personal information by Sponsor and its partners, IPSOS and American Bone Health. To redeem the gift card, Sponsor will be requesting participant contact information from partners to ensure all entry requirements have been completed. To learn more about how Sponsor uses this information, review the Privacy Policy on [Komen.org](http://Komen.org). Note that Sponsor will not be collecting personal health information provided by participants in the survey or in the Fracture Risk Calculator.



**MEDICAL DISCLAIMER:** The information provided in the survey, Fracture Risk Calculator, on Komen's sites, or on the partners' sites are not intended or implied to be a substitute for professional medical advice, diagnosis or treatment. All content, including text, graphics, images and information, contained on or available through this promotion is for general information purposes only. Sponsor makes no representation and assumes no responsibility for the accuracy of information contained on or available through this promotion, and such information is subject to change without notice. You are encouraged to confirm any information obtained from or through this promotion with other sources, and review all information regarding any medical condition or treatment with your physician. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY SEEKING MEDICAL TREATMENT BECAUSE OF SOMETHING YOU HAVE READ ON OR ACCESSED THROUGH THIS PROMOTION.

Sponsor does not recommend, endorse or make any representation about the efficacy, appropriateness or suitability of any specific calculators, tests, products, procedures, treatments, services, opinions, or other information that may be made available through this promotion. SPONSOR IS NOT RESPONSIBLE NOR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER INFORMATION, SERVICES OR PRODUCTS THAT YOU OBTAIN THROUGH THIS PROMOTION.

**CHOICE OF LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and Sponsor in connection with this Giveaway, shall be governed by, and construed in accordance with, the substantive laws of the State of Texas, without regard to conflict of law principles. Should there be a conflict between the laws of the State of Texas and any other laws, the conflict will be resolved in favor of the laws of the State of Texas. All judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Giveaway and shall not include any indirect, punitive, incidental and/or consequential damages.

**SPONSOR:** Susan G. Komen, ATTN: Development Department, 13770 Noel Road, Suite 801889 Dallas, TX 75380.

For a complete list of winners, mail request with a self-addressed stamped envelope to Sponsor.

Susan G. Komen is a 501(c)(3) non-profit organization.