



**American
Stroke
Association.**
A division of the
American Heart Association.

2020 Stroke Hero Awards Contest Rules

The Stroke Hero Awards Contest (the “Contest”) is a volunteer-based program conducted by American Heart Association, Inc. (“AHA”). These Rules apply to all participants. AHA shall make all determinations as to whether the Rules have been complied with, and the decision of the Sponsor as to any issue is final.

Sponsors: AHA is the Sponsor of this Contest.

Eligibility: **No purchase or donation is necessary to participate in the Contest.** A donation does not increase one’s chance of winning. Participants must be at least eighteen (18) years of age as of the date of entry. The Contest is open to legal residents of the fifty United States and District of Columbia. Employees of AHA and their immediate family are not eligible to win. THIS CONTEST IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

For this purpose, “immediate family” includes the spouse, parents, grandparents, great-grandparents, brothers, sisters, children, grandchildren, and great-grandchildren of the employee and his/her spouse. This definition also includes a) “step” and adoptive relationships, b) individuals for whom an employee is the current legal guardian and c) individuals who are not legally related but who reside with an employee.

Time: The entry period for the Contest starts at 12:01 am on January 1, 2020 (all times Central Time) and ends at 11:59 pm on January 31, 2019 (the “Contest Period”). All entries must be received during the Contest Period.

Entry: Participants may enter the Contest by submitting an online Nomination Form, found at stroke.org/heroawards, to AHA and detailing how the person nominated best characterizes one of four categories: Outstanding Survivor; Outstanding Caregiver; Outstanding Group; and Outstanding Support Group and clearly demonstrates what activities the subject of the nomination has engaged in or efforts he or she have made to help educate, inspire and bring awareness to stroke in his or her community. Completed and submitted nomination forms will be made available to the judging committee and online for a popular vote at stroke.org/heroawards. Limit one entry per person per category. Nominations chosen for the popular vote will be condensed to include the candidates’ name, state, and short description.

The odds of winning the Contest depend on the total number of eligible entries. By participating in the Contest, each participant fully and unconditionally agrees to, and

accepts these, Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Contest.

Determination of Winner: There will be four winners of the Contest selected by the committee (the "Judges' Winners"). The Judges' Winners will be determined by a committee and based on which submissions had best follow the Entry requirements. There will be one winner per category. There will also be one winner selected by the public, of up to twelve (12) nominations that were not selected as Judges' Winners (the "Voter's Choice Winner")(the Judge's Winners and the Voter's Choice Winner, may be referred to collectively as the "Winners"). Each Winner will be notified at the conclusion of the Contest Period by e-mail or phone within approximately twelve (12) weeks of the Contest end date and subsequently announced to the public. The determination of the Winners by Sponsor is final and binding on all participants. Each Prize may be forfeited and awarded to an alternative winner if a Winner does not respond within seven (7) days of notification or if two (2) attempts to contact a Winner by phone and/or email are not successful. The alternate winner will be determined by who had the next best submission. The Prizes are not transferable.

Prize: The Judges' Winner and the Voter's Choice Winner will each be featured on various mediums by AHA, including AHA's website. The estimated fair market value of the Prize is \$100, but the actual value may differ.

Taxes: The value of each Winner's Prize is includible in each Winner's income. Each Winner is responsible for paying all federal, state, and local income and other applicable taxes that are due in connection with receipt of the Prize(s).

Consent to Publicity: Except where prohibited by law, by entering the Contest, the Winners consent to Sponsor's use of his or her name and/or photograph in any publicity, publications, promotional and marketing material, advertising, and any other print materials, web pages, electronic or other communications published or distributed by Sponsor without compensation and without notice and agrees to sign an agreement to this effect.

Miscellaneous Conditions: In the event that the operation or administration of the Contest is impaired or prevented in any way for any reason, including, but not limited to fraud, change of condition, or other technical problems, the Sponsor may in their sole discretion, either: (a) terminate the Contest; (b) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Rules; (c) change the Rules of the Contest and/or (d) substitute other prizes for any prize set forth in these Rules that becomes unavailable for any reason. The Sponsor reserves the right in its sole discretion to disqualify any individual found to be tampering with the entry process or the operation of the Contest or acting in violation of these Rules. Failure to accept a prize, timely, and pursuant to the terms stated therein, will result in such Winner's automatic forfeiture of his/her prize with no substitution or alternative prize available. Sponsor's failure to enforce any term of these

Rules shall not constitute a waiver of that or any other provision. Information provided by you for this Contest is subject to Sponsor's privacy policy.

Sponsor is not responsible for: (i) electronic transmissions that are lost, late, stolen, incomplete, damaged or misdirected; (ii) any problems or technical malfunctions, errors, omissions, deletions, defects, communication failures or (iii) causes beyond the Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of the Contest. Sponsor will not be responsible if weather conditions, event cancellations, acts of God or other circumstances beyond their control prevent the Prize or the Contest from taking place.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Contest. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRIZES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR AND/OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSIONS OF IMPLIED WARRANTIES SO SOME OF THE LIMITATIONS OR EXCLUSIONS IN THIS SECTION MAY NOT APPLY IN SUCH JURISDICTIONS.

By participating in the Contest, participants agree to release, discharge and hold harmless Sponsor and each of their affiliates, directors, officers, employees, and agents from and against any and all injuries, claims, losses, damages, actions and/or liability arising out of or in connection with, directly or indirectly, participation in and/or entry into the Contest or acceptance, delivery, possession, use or misuse of any prize received in this Contest. The determinations of the Sponsor are final and binding with respect to any matter arising out of the interpretation or application of these Rules.

For a list of winners, send a hand-written, self-addressed, stamped envelope to American Heart Association, Stroke Hero Awards, 7272 Greenville Avenue, Dallas, Texas 75231. Requests for the winner list must be received by November 30, 2020.