

ALSAC/St. Jude Children's Research Hospital
2017 St. Jude Memphis Marathon® Weekend Ford Explorer Sweepstakes Rules

The **2017 St. Jude Memphis Marathon® Weekend Ford Explorer Sweepstakes** (the "Sweepstakes") is a program conducted by American Lebanese Syrian Associated Charities, Inc. ("ALSAC") to benefit St. Jude Children's Research Hospital® ("St. Jude"). These Rules apply to all participants. The determinations of the Sponsors (defined below) are final and binding with respect to any matter arising out of the interpretation or application of these Rules.

Sponsors: ALSAC, St. Jude and Landers Ford are the Sponsors of this Sweepstakes.

Eligibility: **No purchase is necessary to participate in the Sweepstakes. A purchase will not increase a participant's chances of winning.** Participation is open only to legal residents of the 50 United States or the District of Columbia who are 18 or older as of the date of entry. Employees of Sponsors and their immediate family are not eligible to win.

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. **THE PROMOTION IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

Time: The Sweepstakes starts at 12:00 a.m. (all times Central Time) on July 11, 2017 and ends at 11:59 p.m. on August 9, 2017 (the "Sweepstakes Period"). All entries and donations must be received during the Sweepstakes Period to be eligible to win the Prize.

Entry: Participants may enter the Sweepstakes by either:

- As a participant in a 2017 *St. Jude Memphis Marathon* Weekend race, fundraising at least five hundred dollars (\$500) for St. Jude during the Sweepstakes Period via www.stjudemarathon.org; or
- Sending a 3" x 5" postcard during the Sweepstakes Period with their name, address, phone number and email address to 2017 *St. Jude Memphis Marathon* Weekend Ford Explorer Sweepstakes, 501 St. Jude Place, Memphis, TN 38105. Sponsors are not responsible for lost, late, incomplete, illegible, or postage-due entries.

Limit one (1) entry per person.

Prize: The prize consists of a 2018 Ford Explorer from available stock in the Landers Ford inventory (the "Prize" or the "Vehicle") as of the date of the drawing. Any optional equipment included on the Vehicle, where applicable, will be determined by Landers Ford of Memphis.

The manufacturer suggested retail price of the Prize is \$37,000. However, the actual value may be more or less than this amount. The difference in value as stated herein and value at the time of Prize notification, if any, will not be awarded in cash or otherwise. The Prize is non-transferable. Prize may not be redeemed for cash value.

Determination of Winner: Only one (1) Prize will be awarded. No participant is required to be present to win. The Winner will be chosen by random selection from the Sweepstakes participants who satisfy the entry requirements above. The drawing will be conducted privately. The Winner will be determined and attempts to contact the Winner by email and/or phone will be made by November 15, 2017. The Winner may subsequently be announced to the public at the start of one or more of the 2017 *St. Jude Memphis Marathon* Weekend races. The selection of the Winner by Sponsors is final and binding on all participants.

The Prize may be forfeited and awarded to an alternative winner if the Winner does not respond within seven (7) days of notification being sent to the Winner or if two (2) attempts to contact Winner by email are not successful.

Winner's Responsibilities: The Winner is responsible for sales tax, registration, and any accompanying related fees in the state in which the Prize is titled, and for purchasing any insurance with respect to the Vehicle. The Winner is responsible for taking possession of the Vehicle at Landers Ford, in Memphis, Tennessee, not later than December 31, 2017. **The Winner agrees that neither ALSAC nor St. Jude shall be responsible for any defect or any other problem arising out of the design, manufacture, transport, display or other factor related to the Vehicle. The**

Winner is responsible for any freight or other cost for long distance delivery of the Vehicle. Delivery of the Vehicle to anywhere other than Landers Ford in Memphis, Tennessee is the responsibility of the Winner.

Taxes: The value of the Prize is includible in the Winner's income for federal and most state income tax purposes. ALSAC is required to report the actual value of the Prize to the Internal Revenue Service. The Winner agrees to provide his or her valid name, address, and Social Security number to ALSAC for tax reporting purposes. The Winner is responsible for paying all federal, state, and local income and other applicable taxes that are due in connection with receipt or ownership of the Vehicle. The Winner should consult with a tax advisor.

Additional Agreements: The Winner will be required to execute a Winner Notification Agreement with ALSAC/St. Jude as a condition of accepting the Prize. All agreements include releases of liability in favor of Landers Ford of Memphis and ALSAC and St. Jude, respectively.

Consent to Publicity: By entering the Sweepstakes, the Winner consents to ALSAC's and St. Jude's use of his or her name, voice, likeness 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 ALSAC or St. Jude without compensation, without notice, and agrees to sign an agreement to this effect.

Miscellaneous Conditions: In the event that the operation or administration of the Sweepstakes is impaired or prevented in any way for any reason, including, but not limited to fraud, change of condition, or other technical problems, the Sponsors may in their sole discretion, either: (a) terminate the Sweepstakes; (b) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Rules; and/or (c) substitute other prizes for any prize set forth in these Rules that becomes unavailable for any reason. The Sponsors reserve the right in their sole discretion to disqualify any individual found to be tampering with the entry process or the operation of the Sweepstakes or acting in violation of these Rules. Failure to execute and return the Winner Notification Agreement and 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. Sponsors' failure to enforce any term of these Rules shall not constitute a waiver of that or any other provision. The determinations of ALSAC/St. Jude are final and binding with respect to any matter arising out of the interpretation or application of these Rules. Acceptance of a Prize constitutes agreement by the Winner that the Prize will not be used for fundraising for another charity.

Sponsors are 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 Sponsors' reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of the Sweepstakes.

Sponsors make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRIZES ARE PROVIDED ON AN "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSORS HEREBY DISCLAIM 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 Sweepstakes, participants agree to release, discharge and hold harmless Sponsors 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 Sweepstakes or acceptance, delivery, possession, use or misuse of any Prize received in this Sweepstakes.

For a confirmation of the Winner, send a hand-written, self-addressed, stamped envelope to 2017 *St. Jude Memphis Marathon* Weekend Ford Explorer Sweepstakes Winner, 501 St. Jude Place, Memphis, TN 38105. Requests for the identity of the Winner must be received by February 15, 2018.