

**“SPARK-ING THE GIVING SEASON” GIVEAWAY  
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. GIVEAWAY DESCRIPTION.** The Giveaway begins on or about 12:01 a.m. Central Standard Time (“CST”) on [November 22, 2021] and ends at 11:59 P.M. CST on [January 7, 2022] (the “Promotion Period”). By participating in the Giveaway, each entrant accepts and agrees to comply with and abide by these Official Rules and the decisions of Carter BloodCare (“Sponsor”), which shall be final and binding in all respects. Classic Chevrolet Fleet and Commercial is the “Prize Provider.”

**ELIGIBILITY.** The Giveaway is open only to persons who are (i) 16 years of age or older as of the date of entry, (ii) register to donate blood at a Carter BloodCare location during the Promotion Period and (iii) not owners, directors, managers, officers or employees of Sponsor or Prize Provider, respective parent, subsidiaries and affiliated companies and the advertising, promotional or fulfillment agencies, webmasters or suppliers or any company who is a promotional participant, or performing services at the request of Sponsor or Prize Provider (collectively, the “Promotion Entities”), nor members of their respective immediate families (spouses, domestic partners, parents, siblings and children) or persons living in the same households.

**VOID WHERE PROHIBITED BY LAW.** The Giveaway is void where prohibited or restricted by law.

**ENTRY PROCESS.**

You must present and register to donate blood: Anyone 16 and older who presents and registers to donate blood or blood products regardless of whether a donation is made, during the Giveaway Period will automatically be entered for a chance to win. Up to five (5) Entries via presentation and registration attempts - one (1) per each eligible donor presentation are permitted per Entrant.

All required information must be completed to enter and to be eligible to win. Incomplete entries will be disqualified.

The Promotion Entities are not responsible and shall have no liability for inaccurate, forged, incomplete, stolen, lost, illegible, damaged, mutilated, tampered with, misdirected, delayed or late entries, or by any technical or human error which may occur in the delivery or processing of entries in the Giveaway.

**DISQUALIFICATION OF ENTRANT.** Should Sponsor, determine, in its sole discretion, that any entrant has violated any of the provisions in these Official Rules, Sponsor shall have no obligation to award the Prize to such entrant. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (i) tampering with the entry process; (ii) acting in violation of these Official Rules or any federal or state, law, rule or regulation; or (iii) acting in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten or harass any other person.

**RANDOM DRAWING.** The winner will be selected in a random drawing held at Sponsor's business headquarters on or about **[January 14, 2022]**, from all eligible submitted entries received during the Promotion Period. The odds of winning depend upon the number of eligible entries received. The potential prize winner will be required to sign an Affidavit of Eligibility and a Liability Release and Publicity Release (the "**Prize Claim Documents**").

**PRIZES.** One Grand Prize is available. The Grand Prize consists of the following: **[2021 Chevrolet Spark]** with an approximate retail value ("ARV") of \$15,695. Choice of interior and exterior colors are at Sponsor's discretion and are subject to availability. All expenses for the ownership and use of the vehicle are not included and are solely the winner's responsibility. The date and method of delivery of vehicle will be determined solely by Sponsor and subject to manufacturer/distributor and dealer schedules. **[Note: The winner must have a valid driver's license and legally required automobile insurance before taking possession of the vehicle.]**

All expenses not specified in these Official Rules are the sole responsibility of the winner.

All details and other restrictions of the Prize not specified in these Official Rules will be determined by Sponsor in its sole discretion. The Prize is not redeemable for cash or transferable. No Prize substitution is allowed except, at Sponsor's sole discretion, a Prize of equal or greater value may be substituted. No more than the advertised number of Prizes will be awarded. All 16-17 year old entrants must have parental consent prior to prize redemption.

**NOTIFICATION OF WINNER.** Sponsor will attempt to notify potential winner within **[48 hours]** of the drawing date through the contact information on the entry. Sponsor is not responsible and shall have no liability for any winner notification that is lost, intercepted or not received by the potential winner for any reason or any inability of the winner to accept or use the Prize for any reason. Disqualification and the selection of an alternate winner will result from any of the following: (i) failure of a potential winner to execute and return the Prize Claim Documents within **[three]** days from the date of notification; (ii) the return of any notification of the Prize as undeliverable; (iii) the potential winner's failure to claim the Prize within **[three]** days after notice of delivery; or (iv) any other non-compliance with these Official Rules. Any portion of a Prize not accepted by the winner will be forfeited.

**TAXES.** All sales and withholding taxes imposed as a result of the award of the Prize will be paid by the Sponsor. It is the winner's responsibility to understand and abide by any federal, state, local or foreign tax laws that may apply to receipt of the Prize. The winner will be required to complete certain Internal Revenue Service tax information reporting forms before or upon receipt of the Prize. An IRS Form 1099 will be filed in the name of the winner.

**CONDITIONS.** Each entrant, by entering this Giveaway, agrees that: (i) he or she will abide by and be bound by these Official Rules, which are final and binding in all respects; (ii) the Promotion Entities have not made any warranty, representation or guarantee, express or implied, in fact or in law, with respect to the Prize and specifically disclaim all such warranties, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose; and (iii) the Prize is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND.

**USE OF INFORMATION.** By accepting a Prize, each winner consents to and gives Sponsor and any other party authorized by Sponsor the unrestricted, absolute, perpetual, worldwide right and license, but not the obligation, (i) to use a winner's name, address, photograph, likeness, voice, biographical and personal background information and statements, and without limitation, any notes, photograph, film or video or audio tape that may be taken of the winner or of such materials (the foregoing, collectively, the "**Likeness**"), without further compensation, consideration, review, approval or notice to the winner or to any third party and (ii) to reproduce, copy, modify, create derivative works of, display, perform, exhibit, distribute, transmit or broadcast, publicly or otherwise, or otherwise use and permit to be used the Likeness or any part thereof, whether alone or in combination with other materials (including, but not limited to, text, data, images, photographs, illustrations and graphics and video or audio segments of any nature), in any media or embodiment now known or hereafter developed (including, but not limited to, any format of any computer-based, internet-based, electronic, magnetic, digital, laser or optical-based media), in connection with any of Sponsor's (or its designee's) advertising, publicity or giveaway, sweepstake or contest, activities or materials for an unlimited number of times, except where prohibited by law.

**RIGHT TO CANCEL.** Sponsor reserves the right to cancel or modify the Giveaway (i) in the event the Giveaway is challenged by any legal or regulatory authority, (ii) if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the security, fairness, integrity or proper conduct of the Giveaway, as determined by Sponsor in its sole discretion, or (iii) if the Giveaway is not capable of completion as planned for any reason, including because of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures of any sort or any other causes beyond Sponsor's control, which in the sole opinion of Sponsor, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Giveaway.

**LIMITATIONS.** The Promotion Entities expressly disclaim any liability from the use of registration information by Sponsor or third parties. The Promotion Entities are not responsible for (i) any technical malfunctions, failures or difficulties, printing errors, clerical, typographical or other errors in the offering or announcement of any prize or in any prize notification documents; or (ii) the incorrect or inaccurate capture of information, or the failure to capture any information.

**AMENDMENT.** Sponsor reserves the right to modify the Official Rules for clarification purposes without materially affecting the terms and conditions of the Giveaway.

**PRIVACY.** Entry information may be shared with Sponsor's Promotional Entities to the extent required for prize fulfillment purposes. Except as provided in these Official Rules, any entry information collected from the Giveaway shall be used in accordance with Sponsor's Privacy Policy, located at <https://www.carterbloodcare.org/privacy-policy/>.

**INDEMNITY/RELEASE.** Each entrant indemnifies and holds harmless the Promotion Entities and their owners, directors, officers, managers, employees and agents from any and all liability for any damage, liability or loss of any kind or nature to persons, including death or property, resulting in whole or in part, or arising from, directly or indirectly, or in connection with the Giveaway or the award, acceptance, use, misuse, failure or inability to use, possession or loss of

the Prize or any Prize-related activity. Each entrant releases Sponsor, the Promotion Entities and their owners, directors, managers, officers, employees and agents from any and all liability, known or unknown, fixed or contingent, for any loss, harm, damages, costs or expenses of any nature, including, without limitation, personal property and personal injury damages arising out of participation in the Giveaway, Prize acceptance, use, misuse, failure or inability to use, loss or possession of any Prize, participation in any Prize-related activity and for all claims based on rights of publicity, personality, privacy or loss of enjoyment, moral rights, defamation or Prize delivery. Under no circumstances will entrant be permitted to obtain awards for, and each entrant hereby waives all rights to claim, any punitive, indirect, incidental, consequential, exemplary, or any other damages, other than for actual out-of-pocket expenses. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, and in no event will any entrant be entitled to receive attorneys' fees or court costs. All causes of action arising out of or connected with this Giveaway or the awarded Prize shall be resolved individually, without resort to any form of class action. Failure to enforce any terms of these Official Rules shall not constitute a waiver of any provision.

**SEVERABILITY.** If any provisions of these Official Rules are determined to be invalid or unenforceable, the remaining provisions of these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained herein.

**GOVERNING LAW/JURISDICTION.** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE GIVEAWAY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. VENUE FOR ANY ACTION SHALL BE BROUGHT IN THE FEDERAL AND STATE COURTS LOCATED IN DALLAS, TEXAS.

**WINNER'S LIST.** Any legally-required winners list may be obtained after **[January 21, 2022]** and no later than **[January 31, 2022]** by sending a self-addressed, stamped envelope to: "SPARK-ing the Giving Season" Giveaway, c/o Carter BloodCare, 2205 S. Highway 121, Bedford, Texas 76021. For a copy of the Official Rules, (i) print the web page or (ii) send a self-addressed, stamped envelope to: "SPARK-ing the Giving Season" Giveaway, c/o Carter BloodCare, 2205 S. Highway 121, Bedford, Texas 76021.

**SPONSOR.** Carter BloodCare, 2205 S. Highway 121, Bedford, Texas 76021.

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