

## AARP Colorado

### Official Rules

#### **NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** AARP ½ Marathon contest (the “Contest”) is open only to legal residents of the Denver Metro Area who are at least fifty (50) years old at the time of entry. Employees of AARP, and its related companies, parents, subsidiaries, affiliates, and agents and any agencies or other companies involved in the development or execution of the Contest or production or distribution of Contest materials, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

**2. Sponsor:** AARP Colorado, 303 E 17th Avenue, Denver, CO 80203.

**3. Agreement to Official Rules:** By participating in the Contest, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsors, which are final and binding in all matters related to the Contest. Whether an entrant receives a prize is contingent upon fulfilling all requirements set forth herein.

**4. Timing:** The period of the Contest begins on January 26, 2015, at 12:00 a.m. Eastern Time (“ET”) and ends on February 6, 2015 at 11:59 p.m. ET (the “Contest Period”). The Contest consists of two (2) phases as set forth in the chart below.

Phase	Starts at 12:00 a.m. ET	Ends at 11:59 p.m. ET
Submission	January 26, 2015	February 6, 2015
Judging	On or about February 6, 2015, 2014	

Sponsor’s computer is the official time-keeping device for the Contest.

### **5. How to Enter:**

During the Submission Phase, email your submission to [coaarp@aarp.org](mailto:coaarp@aarp.org) to enter for the Contest. There is no cost to enter. Next, you will upload one (1) text file, from 100 to 200 words about why you want to run a ½ marathon, (“Submission”). By completing the registration and submitting your Submission, you agree that your Submission conforms to the Guidelines and Content Restrictions as defined below (collectively, the “Guidelines and Restrictions”) and that Sponsors, in their sole discretion, may remove your Submission and disqualify you from the Contest if they believe, in their sole discretion, that your Submission fails to conform to the Guidelines and Restrictions.

#### Guidelines:

- The submission must be in text format
- The submission must be 100-200 words in length
- The submission must be in English
- The submission cannot have been submitted previously published in any manner
- The submission must have been written by the entrant
- Entrants may submit only one submission
- Entrants must provide their full name, date of birth, mailing address, email address and phone number

Content Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not contain images or artwork; and
- The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where the Submission is created

For all Submissions: Uploading a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If necessary, entrant will sign any necessary documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected Submissions, which are disqualified. Limit: Each entrant may submit one (1) entry into the Contest during the Submission Phase.

**6. Winner Determination:** Winners will be determined via the processes set forth below.

Qualified judges ("Judges") determined by Sponsor in its sole discretion will select the winner with the highest-scoring Submissions to be potential Contest Grand Prize winner, based on the following criteria ("Judging Criteria"):

- Creativity/Originality (60%);
- Quality of Submission (40%);

In the event of a tie, Sponsor, in its sole discretion, will determine the winner based on the Submission that received the highest scores in the Originality category.

**7. Notification:** Contest winner will be notified by mail, email or phone on no later than February 9, 2015.

**8. Final Determination:** Sponsor's decisions as to the administration and operation of the Contest and selection of potential Contest winners are final and binding in all matters related to the Contest.

**9. Winner Requirements:** All potential winners must comply with all terms and conditions of these Official Rules; and winning is contingent upon fulfilling all requirements. Each potential winner will be required to sign and return an Declaration of Compliance, Liability, Health and Publicity Release ("Declaration"), which must be received by Sponsor within seven (7) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, fails to execute and return the Declaration within the required time period or provide any other requested information (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential Contest winner is disqualified for any reason, an alternate winner will be determined by the Submission with the next highest number of votes. If after three (3) attempts a Contest winner is not confirmed, the applicable prize will remain un-awarded. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner from the other top 10

entrants. Only three (3) alternates will be chosen after which the applicable prize will remain un-awarded. Acceptance of any prize shall constitute and signify winner's agreement and consent that Sponsor may use the winner's name, city, state, likeness, Submission and/or prize information in connection with the Contest, worldwide, including the Internet, without limitation and without further payment or consideration, except where prohibited by law. Without limiting the generality of these Official Rules, winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor choose to refrain from any exploitation of its rights hereunder. Winner will indemnify Sponsor, Released Parties (as defined in Section 9, below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

**10. Prizes:** Except where prohibited, participation in the Contest constitutes winner's consent to Sponsor's and its agent's use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

Winner will receive an entrance to the Colfax ½ marathon; Entrance fee valued at \$69.00.

Winner will receive a one on one and have a personalized gait analysis with UberSense. Fee valued \$175.00

Winner will have unlimited email access to running coach February 9, 2015 to Race Day

Winner will be invited to weekly run groups with coaches for 30 to 60 minutes.

Approximate retail value of all prizes is \$244.00

For all prizes: Prizes are non-transferable and no substitution will be made unless Sponsors, in their sole discretion, determine otherwise. Sponsor reserves the right to substitute a prize for one of equal or greater value should it become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use.

**9. Release:** By receipt of any prize, the applicable winner agrees to release and hold harmless Sponsor and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

**10. General Conditions:** Sponsor reserve the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in their sole discretion. Sponsors, in their sole discretion, reserve the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserve the right to seek damages from any such person to the fullest extent permitted by law. Sponsors' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**11. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human

error which may occur in the administration of the Contest or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. Sponsor are not responsible for misdirected or undeliverable entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Sponsor are not responsible for any typographical/other error in entries, selection announcement or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with this Contest. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**12. Disputes:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Washington, DC without giving effect to any choice of law or conflict of law rules (whether of Washington, DC or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Washington, DC.

**13. Entrant's Personal Information:** Information collected from entrant is subject to AARP's Privacy Policy <http://www.aarp.org/about-aarp/info-05-2010/privacypolicy.html>.

**14. Winner List:** For a winner list, visit [www.aarp.org/co](http://www.aarp.org/co). The winner list will be posted after winners are confirmed.