



**AMERICAN CANCER SOCIETY®**  
**2020 COACHES VS CANCER® OFF THE COURT SWEEPSTAKES**  
**OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.** Funds raised will benefit the mission of the American Cancer Society®, a 501(c)3 organization. Open to residents of Pennsylvania, Delaware, and New Jersey only. Void where prohibited by law and outside the United States. Subject to all federal, state and local laws, regulations, and ordinances. Sweepstakes begins on September 24<sup>th</sup>, 2020 at 12:00:01 a.m. Eastern Time (“**ET**”) and ends on October 24<sup>th</sup>, 2020 at 11:59:00 p.m. ET (the “**Sweepstakes Period**”). American Cancer Society, Inc.’s computer is the official time keeping device for this Sweepstakes. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH THE WEB HOST OR PLATFORM AND TELEVISION OR SOCIAL MEDIA OUTLETS USED TO PROMOTE THE SWEEPSTAKES, INCLUDING: WCAU, COMCAST PHILADELPHIA L.P. D/B/A, NBC SPORTS PHILADELPHIA, NBCUNIVERSAL MEDIA, LLC., GREATER GIVING, INC., WIX.COM, INC., FACEBOOK, INC., TWITTER, INC., INSTAGRAM, INC. OR YOUTUBE, LLC.

**1. ELIGIBILITY:** The AMERICAN CANCER SOCIETY® (“**ACS**”) 2020 COACHES VS CANCER® Off the Court Sweepstakes (the “**Sweepstakes**”) is open to legal U.S. residents currently residing in Pennsylvania, Delaware, and New Jersey who are at least 18 years old as of the date of entry. ACS Inc. (“**Sponsor**”), and its affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, website providers, and each of their employees, officers, and directors (collectively, the “**Sweepstakes Entities**”), and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter or win. Participation constitutes participant’s full and unconditional agreement to these Official Rules and to Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes and which Sponsor may decide in its sole discretion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. SPONSOR:** American Cancer Society, Inc.; 250 Williams Street, 4<sup>th</sup> Floor; Atlanta, GA 30303.

**3. HOW TO ENTER:** During the Sweepstakes Period, go to <https://www.phillycvc.org> and make a suggest donation of \$25 and include your contact information, including a valid home address, name and email address, and/or phone. Upon completion of your donation you automatically will be entered with one (1) entry into the Sweepstakes. To obtain an entry without a contribution, send an email with the information specified above to [Dianna.Dalton@cancer.org](mailto:Dianna.Dalton@cancer.org). Limit one (1) entry per person. You must provide all required information to be eligible to enter and win. By entering, you agree that Sponsor may contact you via social media, including on Facebook, Instagram or Twitter, by sending you a direct message, tagging you, posting to your social media page or naming you on Sponsor’s social media page. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply.

Please note: By entering in this Sweepstakes, you signify and agree that your entry and any other materials submitted in connection with this Sweepstakes may be posted on Sponsor’s website and/or other social media sites or applications associated with the Sweepstakes in a manner that is consistent



with these Official Rules. Upon submission of entry in this Sweepstakes, you agree that Sponsor may contact you via social media, including on Facebook, Instagram or Twitter by sending you a direct message, tagging you, posting to your social media page or naming you on Sponsor's social media page. Limit one (1) entry per person. You must provide all required information to be eligible to enter and win. All potential winners are subject to verification before any prize will be awarded.

By participating in this Sweepstakes, entrant acknowledges and agrees that he or she will clearly and conspicuously disclose that he or she is participating in this Sweepstakes in the entry and any online social sharing interaction that references the Sweepstakes or that is used to obtain entries in connection with this Sweepstakes. At a minimum, the hashtag "#CVCOFFTHECOURTSWEEPSTAKES" should be included in all social media communications sent pursuant to the Sweepstakes. Sponsor reserves the right in its sole discretion to disqualify any entrant who does not adequately disclose his or her participation in this Sweepstakes while engaging in any online social sharing interaction during the Sweepstakes Period.

LIMIT ONE (1) ENTRY PER PERSON. ADDITIONAL ENTRIES MAY BE DISQUALIFIED. Automated or bulk entries or entries submitted by third parties may be disqualified. Entries must be submitted by the participant. No copies, facsimiles, or mechanical reproductions of the entry form will be accepted. Any attempt by any participant to obtain more than the stated number of [entries and/or] plays by using multiple and/or different identities, forms, [registrations, email addresses, logins, or any other methods will disqualify that participant's [plays and/or] entries, and that participant and/or entries may be disqualified. Multiple participants are not permitted to share the same email address. In the event of a dispute as to any registration, the authorized account holder of the email address used to enter will be deemed to be the participant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder to the Sponsor or forfeit the prize. Entries specifying an invalid, non-working, or inactive email address will be disqualified. Incomplete, illegible, corrupted, or untimely entries will be disqualified.

**4. SELECTION OF WINNER:** On or about October 26<sup>th</sup>, 2020, Sponsor will select the name of potential winner of prizes in a random drawing from among all entries received. The odds of winning are based on the number of eligible entries received. The potential winner will be notified by email and/or telephone on or about October 26<sup>th</sup>, 2020.

Except where legally prohibited, potential Grand Prize winner must sign and return, within seven (7) days of being notified, an Affidavit/Declaration of Eligibility, Liability & Publicity Release in order to claim his/her prize. If a potential winner cannot be contacted in person via email, telephone, and/or registered mail after the first attempt to contact him/her, or if he/she fails to sign and return the Affidavit/Declaration of Eligibility, Liability & Publicity Release or any other documentation that Sponsor may require, in its sole discretion, within the required time period (if applicable), [if potential winner and any companion are unavailable to travel within any time period specified by Sponsor,] or in the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner selected by a random drawing from among all remaining eligible entries. If Sponsor are unable to determine and verify a potential winner after repeated alternate drawings or



if Sponsor fails to receive a sufficient number of entries to correspond to the number of prize(s) available to be awarded, Sponsor reserves the right to not award the all prize(s).

Verification of Potential Winners: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL PARTICIPANT'S ELIGIBILITY HAS BEEN VERIFIED AND PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

**5. PRIZE:** There will be 1 prize awarded. Prize consists of the opportunity for one (1) winner and three (3) guests to shoot hoops with celebrity Charles Barkley and Jay Wright. Note: Participation is physical in nature; individuals must be able to engage in a moderate to high level of physical activity associated with playing basketball. Selection of guests is at the winner's sole discretion. Guests of winner must be eighteen (18) years of age or older and must meet the eligibility requirements described herein. Approximate Retail Value ("**ARV**") of Prize: \$12,000. Total ARV of prize to be awarded: \$12,000.

**PRIZE RESTRICTIONS:** Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of prize not specifically stated herein, including but not limited to, change of air travel fees, ground transportation, automobile insurance, meals, incidentals, passenger tariffs or duties, surcharges, service charges or facility charges, personal charges at lodging, security fees and/or other expenses, are the responsibility solely of winner and their guests. Winner should complete [IRS Form W-9](#) and submit to sponsor for proper reporting to the IRS as income to the winner. Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions. Prize cannot be used in conjunction with any other promotion or offer. Only the number of prizes stated in these Official Rules is available to be won in the Sweepstakes. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, prize winner will be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available.

Prize winner and his/her Guests must be able to travel on dates to be determined by Sponsor or risk forfeiting the prize. Exact dates of travel to be determined at Sponsor's discretion. All meals, ground transportation and incidentals not described herein and incurred by Prize winner and his/her Guests will be the sole responsibility of the Prize winner and/or his/her Guests. Winner's travel companion must be at time of prize fulfillment the age of majority in the jurisdiction in which s/he resides (and at least eighteen (18) years of age), unless accompanied by a parent or legal guardian, and must complete and return a liability/publicity release and any other documentation required by Sponsor prior to prize award. If travel companion is a minor in his/her state of residence, minor's parent/legal guardian must complete and return all releases on behalf of minor. If winner elects to travel or participate in the prize travel with fewer than three (3) Guests, no additional compensation will be awarded. Winner and Guest are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. No refund or compensation will be made in the event of the cancellation or delay of any flight except at Sponsor's discretion. Travel is subject to the terms and conditions set forth in this Sweepstakes as detailed in the passenger ticket contract. The passenger contracts in use by the airlines or other transportation companies shall constitute the sole contracts with respect to the prize winner's



and his/her Guest's transportation and such contracts shall be solely between the prize winner, his/her Guest and such transportation companies. Lost, stolen or damaged airline tickets will not be replaced or exchanged. SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS OR SUBSTITUTIONS OR ANY ACT OR OMISSIONS WHATSOEVER BY ANY AIR CARRIER(S) OR OTHER TRANSPORTATION COMPANIES, LODGING AND/OR OTHER HOSPITALITY PROVIDERS, ENTERTAINMENT PROVIDERS OR SIMILAR THIRD PARTIES, OR ANY OTHER PERSONS PROVIDING ANY OF THESE SERVICES TO WINNERS INCLUDING ANY RESULTS (INCLUDING BUT NOT LIMITED TO COSTS OR INJURIES) THEREOF SUCH AS CHANGES IN SERVICES OR ACCOMMODATIONS NECESSITATED BY SAME.

SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE PRIZE OR ANY OTHER ASPECT OF PRIZE WINNER'S OR GUEST'S ACCEPTANCE OR USE OF THE PRIZE.

**6. GENERAL CONDITIONS:** Participation constitutes participant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Sponsor, and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections, telephone transmission problems, or garbled transmissions or miscommunications; computer or software malfunctions, or damage to a user's computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

WARNING: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, any website associated with the Sweepstakes, and/or the legitimate operation of the Sweepstakes; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect entries and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) terminate the sweepstakes and award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

**7. LIMITATION OF LIABILITY AND RELEASES; PUBLICITY:** BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT SWEEPSTAKES ENTITIES, WCAU, COMCAST SPORTSNET PHILADELPHIA L.P. D/B/A, NBC SPORTS PHILADELPHIA, NBCUNIVERSAL MEDIA, LLC., GREATER GIVING, WIX.COM,



FACEBOOK, TWITTER, INSTAGRAM, YOUTUBE, ETC.] AND THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING, WEBSITE PROVIDERS, WEB MASTERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (THE “**RELEASED PARTIES**”) WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY PARTICIPANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS SWEEPSTAKES OR IN ANY SWEEPSTAKES-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. [BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE SWEEPSTAKES CONSTITUTES PARTICIPANT’S GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), AND THE RELEASED PARTIES THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLD WIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, THE PARTICIPANT’S ENTRY, NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS AND BIOGRAPHICAL INFORMATION (INCLUDING BUT NOT LIMITED TO HOMETOWN AND STATE) FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING ALL PRIZES, ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**8. DISPUTES.** This Sweepstakes is governed by the laws of the United States. Except where prohibited, participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form



of class action, and exclusively by the United States District Court for the District of Pennsylvania or the appropriate State Court located in Philadelphia County, Pennsylvania; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes not to exceed fifty US Dollars (US\$50.00), but in no event attorneys' fees; and (3) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Pennsylvania, without giving effect to any choice of law or conflict of law rules (whether of the State of Pennsylvania or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Pennsylvania.

**9. PRIVACY:** Information collected from participants is subject to the Sponsor's Privacy Policy, which can be found at <https://www.cancer.org/about-us/policies/privacy-statement.html>. Entities may use participants' and/or referrals' personal information submitted with entry for purposes of prize fulfillment and/or for future marketing by Sponsor, such as to notify them of a product or promotion that Sponsor thinks may be of interest. Sponsor will not sell personal information submitted with entry to outside solicitors.

**10. OFFICIAL RULES AND WINNERS LIST:** For a copy of the Official Rules, visit <http://www.phillycvc.org> or send a self-addressed, stamped envelope for receipt by December 31<sup>st</sup>, 2020 to: American Cancer Society, Inc.; Attn: CVC; 1818 Market Street, Suite 2820; Philadelphia, PA 19103.

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