



Sponsored by:



2021 KIND HEARTS Rhode Island Poster Contest Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN.

OPEN ONLY TO LEGAL RESIDENTS OF RHODE ISLAND, IN GRADES KINDERGARTEN THROUGH FIFTH, WITH PERMISSION FROM A PARENT OR LEGAL GUARDIAN. PRIZE WILL BE AWARDED IN THE NAME OF ENTRANT'S PARENT OR LEGAL GUARDIAN.

1. Promotion Period: The KIND HEARTS Contest (the "Promotion") begins April 15, 2021 at 12:01 a.m. Eastern Time ("ET") and ends May 31, 2021 at 11:59 p.m. ET (the "Promotion Period").

2. Eligibility: Open to legal residents of the State of Rhode Island, who are students in grades kindergarten through 5th as of date of entry. Those less than 18 years of age may participate only with parent/guardian approval and such approval may be revoked by the parent/guardian at any time. Employees of the American Heart Association (the "Sponsor"), and their immediate family members and/or those living in the same household are not eligible to participate or 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.

3. How To Enter: During the Promotion Period, you may enter by designing a poster that highlights how you like to be kind to your heart and others. Posters should be submitted electronically to Jamie Oriol at Jamie.Oriol@heart.org with a subject line of 'Kind Hearts RI' or mailed to the American Heart Association, One State Street, Suite 200, Providence, RI 02908 Attn: Kind Hearts RI Contest along with a completed entry form and Parent/Guardian Consent Waiver, signed by a parent or guardian. **SUCH WAIVER MAY BE REVOKED BY A PARENT OR GUARDIAN AT ANY TIME PRIOR TO THE DETERMINATION OF A WINNER.** Limit one entry per person. In the event of a dispute as to the identity of an entrant, the entrant will be deemed the name appearing on the entry. The entry must: 1) be complete to be eligible; 2) be the property of the entrant. Sponsor has the sole discretion to determine whether a submission qualifies. Any entry not in compliance with the above and which does not meet the requirements of these Official Rules will be disqualified. By entering, you understand and agree that your submission may (in Sponsor's sole discretion) be used in any manner Sponsor deems appropriate.

4. Entry Requirements: Posters will be judged based on creativity, thoughtfulness, and strength of message. The winning poster will best demonstrate the KIND HEARTS Rhode Island theme through a focus on how you show kindness for others and how you show kindness to your own heart (the "Judging Criteria").

Decisions of judges will be made by June 30, 2021 and the winner will be promptly notified by email and publicly announced on July 15, 2021. The decision of the judges will be final and binding in all respects. Judges will be independent of Sponsor. Odds of winning will depend on the number of qualifying entries. By entering, your parent or legal guardian agrees to waive any rights you may have to the entry submitted. The entry must not contain obscene, profane, lewd, defamatory or inappropriate content, or be disparaging to Sponsor, as determined in Sponsor's sole discretion. Entries must be in keeping with Sponsor's image and may not be offensive, as determined by Sponsor in its sole discretion, nor can it defame or invade publicity rights or privacy rights of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights. Entrants may not copy or otherwise plagiarize from any source. All entries must be the sole, original work of the Entrants. Any entry or portion thereof that is, in the Sponsor's sole discretion, obscene, profane, lewd, defamatory, inappropriate, disparaging, offensive or contains proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity, or is otherwise objectionable, will not be considered and may disqualify the entrant. Entries should not contain any third-party materials, or otherwise violate or infringe (or possibly infringe) any copyright, trademark, logo, mark that identifies a brand. Sponsor may blur or black out the infringing material, in their sole discretion. Entries become the property of the Sponsor and will not be acknowledged or returned. Entrants and the winner acknowledge and agree that their entries become the property of the Sponsor, which thereby has the right to edit, adapt, modify, reproduce, promote and otherwise use entries in any way it sees fit.

5. Prizes and Approximate Retail Values ("ARVs"): There will be three winners of the Promotion in two age categories: a First, Second and Third Prize for Grades Kindergarten through 2nd; and a First, Second and Third Prize for Grades 3rd through 5th. First Prize shall be a \$100 gift card to Dick's Sporting Goods and four (4) passes to Roger Williams Park Zoo (ARV \$62); Second Prize shall be a \$50 gift card to Dick's Sporting Goods and four (4) passes to Roger Williams Park Zoo (ARV \$62); and Third Prize shall be four (4) passes to Roger Williams Park Zoo (ARV \$62). The estimated fair market value of the Prizes is that of their respective gift card value, but the actual value may be more or less. Prizes are awarded "as is" without any warranty or guaranty of any kind. Limit one (1) Prize per person. No substitution or transfer of prize permitted except at the sole discretion of the Sponsor who reserves the right to substitute a prize of equal or greater value in the event the prize is unavailable.

6. Publicity: By entering, each entrant hereby grants to the AHA a perpetual, worldwide, royalty-free right and license to publicize, broadcast, display and/or otherwise use the entrant's first name, image, 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 Entrant or that are embodied in the materials submitted to the AHA (collectively, "Licensed Rights"), in any media now known or hereafter devised throughout the world in perpetuity for advertising, promotion and publicity purposes, without additional review, compensation, permission or approval.

Any Licensed Rights granted may be revoked only by written notice by an entrant's parent or guardian.

7. General Rules: Prize winners will be notified via email and will be provided directions. The winners then must accept the prize within three (3) days then follow the directions to claim the prize, including providing proof of a parent or guardian's consent to accept the prize, or the prize will be forfeited and Sponsor will have no further obligation to such winner and an alternate

winner may be selected. In the event the winner forfeits the prize, an alternative winner will be selected based on the same criteria herein. Return of prize/prize notification as undeliverable or failure to reply may result in disqualification and alternate prize winner will be selected. Prizes are nontransferable and no cash substitutions are allowed except by the Sponsor, who reserves the right to award a prize of equal or greater value. Winners and all Entrants and their parents or guardians, as a condition of entry, agree to release and hold harmless Sponsor its officers, directors, shareholders, members, employees, agents, assigns, and all others associated with the development and execution of the Promotion (collectively the "Release Parties") from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with submitting an Entry or otherwise participating in any aspect of the Promotion, the receipt, ownership or use of prize awarded or any typographical or other error in these Official Rules or the announcement or offering of the prizes. Winners assume all liability for any injury or damage caused, or claimed to be caused, by participation in the Promotion or use or redemption of the prizes. Acceptance of prize constitutes permission to use winners' names, likenesses, entries for promotional purposes (including any possible public relations opportunities) without further compensation except where prohibited by law. By entering, Entrant accepts and agrees to be bound by these Official Rules. Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Promotion; violates the Official Rules; acts in an unsportsmanlike or disruptive manner; or acts with intent to annoy, abuse, threaten or harass any other person. Sponsor reserves the right to cancel, terminate or modify the Promotion if it cannot be completed as planned for any reason. Void where prohibited by law and subject to all federal, state and local laws. As a condition of entering the Promotion, Entrant (or parent/legal guardian if entrant is a minor in his/her state of residence) agrees that: 1) under no circumstance will entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for out-of-pocket expenses; 2) all causes of action arising out of or connected with the Promotion, or prizes awarded, shall be resolved individually, without resort to any form of class action; and 3) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, but in no event will Entrant be entitled to receive attorneys' fees or other legal costs.

8. Winner's List: For the names of the winners, available after June 30, 2021, send a stamped, self-addressed envelope by July 30, 2020, to: American Heart Association, One State Street, Suite 200, Providence, RI 02908.

9. Sponsor/ Administrator: The Sponsor of the Promotion is The American Heart Association, 7272 Greenville Avenue, Dallas, TX 75231-4596.

10. Privacy: Personal information collected in connection with the Promotion will be used in accordance with Sponsor's privacy policy, available at http://www.heart.org/HEARTORG/General/Privacy-Policy_UCM_300371_Article.jsp#.WpBI8oPwaUk.

Dick's Sporting Goods® is in no way affiliated with this Promotion.