

## **250K Challenge Campaign Official Rules:**

### **1. TIMING**

The “Dear Jack Foundation 250K Challenge.” (the “Sweepstakes”) begins on 08/05/2021 at 8:00am MST (the “Sweepstakes Start Date”) and ends on 11/14/2021 at 11:59pm MST (the “Sweepstakes End Date”) (such period referred to herein as the “Sweepstakes Entry Period”). The Sweepstakes is sponsored by the Dear Jack Foundation, Inc. (the “Sponsor”) and is for the benefit of the Dear Jack Foundation (the “Charity”).

### **2. ELIGIBILITY**

The Sweepstakes is only open to individuals who are at least sixteen (16) years of age at the time of entry who reside in the continental United States. Regrettably, while anyone is free to make a donation to the Charity, residents of certain countries will be unable to enter in the Sweepstakes for a variety of reasons, which include, without limitation, local sweepstakes and contest laws and compliance legislation. Entries are limited to individuals only; commercial enterprises and business entities are not eligible. Employees, independent contractors, officers, and directors of Sponsor, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, and legal advisors, and their immediate family members and persons living in the same household, are not eligible to participate in the Sweepstakes. By participating in the Sweepstakes, each participant (“Participant”) accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of Sponsor and warrants that she/he is eligible to participate in the Sweepstakes.

THE SWEEPSTAKES IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW and is subject to applicable federal, state and local laws and regulations.

### **3. HOW TO ENTER**

Participants may enter the Sweepstakes by visiting <https://www.dearjackfoundation.org/getinvolved> (the “Sweepstakes Website”) during the Sweepstakes Entry Period and following the on-screen prompts. Each Participant who raises a minimum of \$2,500 for the Charity will receive one entry for the Sweepstakes prize drawing. Each additional \$1,000 raised earns such Participant one additional entry into the Sweepstakes drawing. Participation in the Sweepstakes is voluntary.

### **4. SELECTION OF WINNER**

On or before 12/1/2021 at 12:00pm MST (the “Drawing Date”), Sponsor will select the potential Sweepstakes winner (“Sweepstakes Winner”) in accordance with these Official Rules. The potential Sweepstakes Winner will be selected by random drawing from all eligible entries received by the Sponsor during the Sweepstakes Entry Period. The potential Sweepstakes Winner will be notified by email on or about the Drawing Date, using the email address provided with the selected entry, and will be conditionally awarded the prize subject to verification of eligibility and compliance with the terms of these Official Rules. At Sponsor’s discretion, a background check (“Background Check”) may be performed with respect to the potential Sweepstakes Winner, which such potential Sweepstakes Winner will be required to pass in order to receive the prize. By entering the Sweepstakes, Participant agrees to execute and deliver to Sponsor all required authorizations and approvals for said Background Check to be conducted. In the event that a potential Sweepstakes Winner is disqualified for any reason, Sponsor may award the applicable prize to an alternate winner as provided herein. The selected Sweepstakes Winner must execute all consents as provided by applicable law. Odds of winning the Sweepstakes prize depend on the number of eligible entries received during the

Sweepstakes Entry Period.

#### 5. VERIFICATION OF WINNER

EACH POTENTIAL SWEEPSTAKES WINNER IS SUBJECT TO VERIFICATION BY SPONSOR. SPONSOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, SELECTION OF THE WINNER AND OTHER MATTERS RELATED TO THE SWEEPSTAKES. Potential Sweepstakes Winner will be required to complete and return an Affidavit of Eligibility, Release of Liability and Publicity Release in the form(s) provided by Sponsor (where permitted by law) (collectively, the "Affidavit") by the date specified by Sponsor, or an alternate potential Sweepstakes Winner may be selected. In the event: (a) potential Sweepstakes Winner cannot be reached within 48 hours of initial email notification from Sponsor, or for whatever reason after a reasonable effort has been exerted, or the potential winner notification or Affidavit is returned as undeliverable; (b) potential Sweepstakes Winner declines or cannot accept, receive or use the prize for any reason; (c) of noncompliance with the above or within any of the aforesaid time periods, (d) potential Sweepstakes Winner is found to be ineligible to enter the Sweepstakes or receive the prize, (e) potential Sweepstakes Winner cannot or does not comply with these Official Rules, (f) potential Sweepstakes Winner fails to fulfill the Affidavit-related obligations or fails to pass the Background Check in Sponsor's reasonable discretion, the potential Sweepstakes Winner shall be disqualified from the Sweepstakes and an alternate potential Sweepstakes Winner may be randomly selected, at Sponsor's sole discretion, from among the other eligible entries received. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of alternate potential Sweepstakes Winner, if any.

#### 6. PRIZE

Sweepstakes Grand Prize. One (1) Sweepstakes Winner will win: a private acoustic living room concert by Andrew McMahon for winner and (9) guests ("Guests") in 2022. (Date and location to be determined). The Prize includes: (i) acoustic solo performance at winner's home, location at the discretion of the Charity, (ARV: \$10,000) (ii) and Andrew McMahon merchandise package (items determined by the Charity) (ARV: \$500). Tickets, if part of the Sweepstakes Prize, are subject to ticket's terms and conditions.

Sweepstakes Runner Up Prize. One (1) Sweepstakes Runner Up Winner will win: "up to 10 tickets to an Andrew McMahon in the Wilderness headlining show in 2022. One ticket per team member only, up to 10 tickets. Date and location to be determined. (ARV: \$500) Tickets, if part of the Sweepstakes Prize, are subject to ticket's terms and conditions.

Each Guest must have reached the age of majority in his/her state of legal residence and must execute and return to Sponsor an Affidavit (except where prohibited by law), in order to accompany the Sweepstakes Winner; unless however, if the Guest is a minor who has not yet reached the age of majority in his/her state or province of legal residence, the Sweepstakes Winner must be the parent or legal guardian of such Guest and must execute all required documents on Guest's behalf in order for Guest to accompany the Sweepstakes Winner.

Restrictions, conditions and limitations may apply. Lost, mutilated, or stolen tickets, vouchers or certificates will not be replaced. Sponsor and Charity are not responsible if the Sweepstakes Winner does not use any event tickets on the day of the applicable event. Actual value may vary.

The Sweepstakes Winner and any other recipient of a prize are responsible for reporting and paying all taxes associated with his/her receipt of such prize. Sponsor will report the value of

Sweepstakes Prize (including that portion provided to travel companion) as income to the Sweepstakes Winner and shall comply with any withholding obligations of any federal or state tax authorities as may be required by federal law and the applicable law of Sponsor's jurisdiction and Sweepstakes Winner's jurisdiction. Sweepstakes Winner will not receive the difference between the actual retail value and ARV of Sweepstakes Prize. No other substitution or transfer of prizes are permitted, and prizes cannot be redeemed for cash. Sponsor and Charity are responsible only for prize delivery and not prize utility. Charity reserves the right to substitute the listed Sweepstakes Prize, or any portion thereof, for one of equal or greater value for any reason. All federal, state, and local tax liabilities, as well as any other costs and expenses not specified herein as being awarded, are the sole responsibility of the Sweepstakes Winner.

#### 7. CONDITIONS AND RELEASES

Participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of Sponsor, which are binding and final in all matters relating to this Sweepstakes; (b) defend, indemnify, release and hold harmless the Sponsor, the Charity and their respective parent, subsidiary, and affiliated companies, celebrities, celebrities' team/employer and any other person and organization responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and all of their respective past and present officers, directors, employees, agents and representatives, and their successors and assigns (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, travel, lodging, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of Sweepstakes Prize, or any portion thereof (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry. Released Parties are not responsible if the Sweepstakes Prize, or any portion thereof, is delayed, postponed or cancelled for any reason, in which event that portion of the prize is forfeited in its entirety and no substitution will be provided except as in Charity's sole discretion. Sweepstakes Winner acknowledges that all prizes are awarded as-is, without warranty, representation or guarantee, express or implied, in fact or in law of any kind.

#### 8. PUBLICITY

Except where prohibited or restricted by law, Sweepstakes Winner's and Guest's acceptance of Sweepstakes Prize, or any portion thereof, constitutes the Sweepstakes Winner's and Guest's agreement and consent for Sponsor, Charity and any of their designees to use and/or publish Sweepstakes Winner's and Guest's full name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by Sweepstakes Winner and Guest regarding the Sweepstakes, Charity or Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor and Charity, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval Sweepstakes Winner is solely

responsible for acquiring Guests' agreement and consent for all required documents.

#### 9. GENERAL CONDITIONS

The Released Parties shall not have any obligation or responsibility, including any responsibility to award any prize to a Participant, with regard to: (a) entries that contain inaccurate information or do not comply with or violate these Official Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) Participants who have committed fraud or deception in entering or participating in the Sweepstakes or claiming the prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the Sweepstakes Winner to accept the prize for any reason; (f) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's or Charity's reasonable control; or (g) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this Sweepstakes or any promotion or prize related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (a) tampering with the entry process or the operation of the Sweepstakes, or with any website promoting the Sweepstakes; (b) acting in violation of these Official Rules; or (c) entering or attempting to enter the Sweepstakes multiple times in violation of these rules or the use of any robotic or automated devices to submit entries. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Sweepstakes, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Sweepstakes, including the entire Sweepstakes, and/or modify the Sweepstakes and/or award the prize from all eligible entries received as of the termination date. Sponsor reserves the right to cancel any Sweepstake before the scheduled Sweepstakes End Date. In the event a Sweepstakes is cancelled, all entries into such Sweepstakes will be deemed null and void, all donations will be refunded to the donors thereof, no winners will be selected and no rewards will be delivered.

#### 10. LIMITATIONS OF LIABILITY

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by Participants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Sweepstakes; (d) technical or human error in the administration of the Sweepstakes or the processing of entries; or (e) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from Participant's participation in the Sweepstakes or receipt or use or misuse of any prize by Sweepstakes Winner and Guest. If for any reason an Participant's registration is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Participant's sole remedy is another entry in the Sweepstakes. No more than the stated number of each prize will be awarded.

#### 11. DISPUTES

Participant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved

exclusively by the United States District Court or the appropriate California State Court located in Los Angeles County, California; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (d) under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. 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 and Charity in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

12. POSTING OF OFFICIAL RULES

A copy of these Official Rules will be available on the Sweepstakes Website.

13. SPONSOR

Dear Jack Foundation, Inc. 1840B W. Littleton Blvd. Littleton, CO 80120

Prize provider: Dear Jack Foundation, LLC

Beneficiary: Dear Jack Foundation, Inc., a 501(c)(3) charitable organization.

14. NOTICE

Sponsor reserves the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Sweepstakes in violation of these Official Rules and/or criminal and/or civil law.

15. PRIVACY

Except as otherwise set forth herein, all information collected from a Participant is subject to the Sponsor's Privacy Policy and shall be used for the purpose of the administering this Sweepstakes, including notifying potential winners and fulfilling prizes; notifying Participants of Charity's future events and fundraising activities; and otherwise as permitted under the Sponsor's Privacy Policy.