

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

### 1. TIMING

The "Dear Jack Foundation 250K Challenge" (the "Contest") begins on 08/10/2023 at 8:00 am MST (the "Contest Start Date") and ends on 11/11/2023 at 11:59 pm MST (the "Contest End Date") (such period referred to herein as the "Contest Entry Period"). The Contest 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 Contest is open to individuals who are at least sixteen (16) years of age at the time of entry and 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 participate in the Contest for a variety of reasons, which include, without limitation, local sweepstakes and contest laws and compliance legislation. Participation in the Contest is voluntary. 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 Contest. By participating in the Contest, 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 Contest. THE CONTEST 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 Contest by visiting <https://www.dearjackfoundation.org/getinvolved> (the "Contest Website") during the Contest Entry Period and following the on-screen prompts. The winners of the Contest will be determined based on the amount of money raised for the Charity, and not by a random drawing. Participation in the Contest is voluntary.

### 4. SELECTION OF WINNERS

On or before 12/1/2023 at 12:00 pm MST (the "Winner Announcement Date"), Sponsor will determine the potential Contest winners ("Contest Winners") in accordance with these Official Rules. The Contest Winners will be selected based on the amount of money raised for the Charity during the Contest Entry Period. The Contest Winners will be notified by email on or about the Winner Announcement 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 Contest Winners, which such potential Contest Winners will be required to pass to receive the prize. By entering the Contest, 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 Contest Winner is disqualified for any reason, Sponsor may award the applicable prize to an alternate winner as provided herein. The selected Contest Winners must execute all consents as provided by applicable law. The odds of winning the Contest depend on the amount of money raised for the Charity during the Contest Entry Period.

### 5. VERIFICATION OF WINNERS

EACH POTENTIAL CONTEST 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 CONTEST. Potential Contest Winners 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 Contest Winner may be selected. In the event: (a) potential Contest 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 Contest 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 Contest Winner is found to be ineligible to participate in the Contest or receive the prize, (e) potential Contest Winner cannot or does not comply with these Official Rules, (f) potential Contest Winner fails to fulfill the Affidavit-related obligations or fails to pass the Background Check in Sponsor's reasonable discretion, the potential Contest Winner shall be disqualified from the Contest, and an alternate potential Contest 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 Contest Winner, if any.

## 6. PRIZES

Prizes will be allocated for individuals participating in the Contest and teams (which are aggregates of individuals) participating in the contest.

**Individual Contest Grand Prize:** The Contest Winner who raises the highest amount of money for the Charity during the Contest Entry Period will win two tickets for an all-inclusive tropic getaway in 2024. The specific date and location of the tropic getaway will be determined by the Sponsor. The tickets included in the Contest Prize are subject to the terms and conditions of the ticket issuer, and the Prize does not cover travel expenses to the location.

In addition to the Grand Prize, individual participants will be eligible for the following prize awards based on their total fundraised amount as of November 11, 2023, 11:59 PM:

- Participants raising over \$4,000 will win a \$500 travel gift card.
- Participants raising over \$2,000 will win a LiveNation gift card.
- Participants raising over \$1,500 will win a Dear Jack Foundation MiiR water bottle.
- Participants raising over \$1,000 will win a Dear Jack Foundation t-shirt.

All individual prize awards will be fulfilled by December 31, 2023. For example, if a participant has fundraised \$2,100 by November 11, 2023, they will receive the \$100 LiveNation gift card.

Additionally, a prize will be awarded to individuals participating in the Contest. If a participant raises \$2,000 or more by October 1, 2023, they will receive an invitation to attend sound check at Stubbs in Austin, TX on 11/11/23. Please note that this prize does not include any tickets to the event itself.

**Team Contest Grand Prize:** The Team Contest Winner that raises the highest amount of money for the Charity during the Contest Entry Period will win A VIP M&G for the team at Andrew McMahon in the Wilderness ("AM") concert in 2024. The concert must be an AM headlining show and limit to team members only (max 10 people). The tickets included in the Contest Prize are subject to the terms and conditions of the ticket issuer, and the Prize does not cover travel expenses to the location. One ticket per team member only, up to 10 tickets. Date and location to be determined. (ARV: \$500) Tickets, if part of the Contest Prize, are subject to ticket's terms and conditions.

The runner up Contest Prize for the Team Contest Winner will be GA Tickets to an AM concert of choice in 2024 (max 10 tickets per team). One ticket per team member only, up to 10 tickets. Date and location to be determined. (ARV: \$500) Tickets, if part of the Contest Prize, are subject to ticket's terms and conditions. If there is not a show in your geographic location, we will substitute the prize with designated AM merchandise. Team participants will be eligible for the following prize awards based on their total fundraised amount as of November 11, 2023, 11:59 PM.

Additionally, a prize will be awarded to teams participating in the Contest. If a team raises \$4,000 or more by October 1, 2023, they will receive an invitation to attend sound check at Stubbs in Austin, TX on 11/11/23. Please note that this prize does not include any tickets to the event itself.

Please be advised that all prizes are subject to verification of eligibility and compliance with the terms of these Official Rules. The Contest Winner and any other recipients of prizes are responsible for reporting and paying all taxes associated with their receipt of the prizes. All prizes are awarded as-is, without warranty, representation, or guarantee, express or implied, in fact or in law of any kind.

The Contest Winner will be selected based on the highest amount of money raised for the Charity during the Contest Entry Period. The potential Contest Winner will be notified by email and/or phone on or about the Drawing Date, using the contact information provided with the selected entry. The Contest Winner will be required to complete and return an Affidavit of Eligibility, Release of Liability and Publicity Release, and any other necessary documents as provided by the Sponsor, by the date specified by Sponsor, or an alternate potential Contest Winner may be selected.

Sponsor reserves the right to modify the notification and prize fulfillment procedures in connection with the selection of an alternate potential Contest Winner, if necessary.

Please note that all decisions made by Sponsor are final and binding in all matters related to the administration, operation, selection of the winner, and other matters related to the Contest. Sponsor and Charity are not responsible for any technical malfunctions or human error that may impact the Contest.

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 Contest Winner does not use any event tickets on the day of the applicable event. The actual value of the prizes may vary.

The Contest 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 the Contest Prize (including that portion provided to a travel companion) as income to the Contest 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 Contest Winner's jurisdiction. Contest Winner will not receive the difference between the actual retail value and ARV of the Contest Prize. No other substitution or transfer of prizes is 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 Contest 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 Contest 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 Contest; (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 Contest, 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 the 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 Contest, travel, lodging, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of Contest 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 Contest Prize, or any portion thereof, is delayed, postponed, or canceled 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. Contest 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, Contest Winner's and Guest's acceptance of the Contest Prize, or any portion thereof, constitutes the Contest Winner's and Guest's agreement and consent for Sponsor, Charity, and any of their designees to use and/or publish Contest 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 Contest Winner and Guest regarding the Contest, 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. The Contest Winner is solely responsible for acquiring Guest's 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 Contest or claiming the prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the Contest 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 Contest 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 Contest, or with any website promoting the Contest; (b) acting in violation of these Official Rules; or (c) entering or attempting to enter the Contest 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 Contest, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Contest, including the entire Contest, and/or modify the Contest and/or award the prize from all eligible entries received as of the termination date. Sponsor reserves the right to cancel any Contest before the scheduled Contest End Date. In the event a Contest is canceled, all entries into such Contest 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 Contest; (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 Contest; (d) technical or human error in the administration of the Contest 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 Contest or receipt or use or misuse of any prize by Contest Winner and Guest. If for any reason a 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 Contest. 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 Contest, 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 Contest, 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 Contest, 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 Contest, 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 Contest 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 Contest 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 administering this Contest, 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.