

ASTHMA & ALLERGY FOUNDATION OF AMERICA  
“MORE THAN FOOD ALLERGIES” PHOTOGRAPH SHARING  
PROMOTION 2019

**OFFICIAL RULES**

**NO PURCHASE, PAYMENT, DONATION, SALES PRESENTATION OR CONTRIBUTION NECESSARY TO ENTER OR WIN; nor will any of these actions affect entrant’s ability to win. Winners will be chosen by judges based on stated criteria. This is not a game of chance. Void where prohibited. Entry into this promotion (“Promotion”) constitutes entrant’s acceptance of these official rules (these “Official Rules”). By entering, entrant understands that entrant is providing entrant’s information to Sponsor.**

**SPONSOR:** Kids With Food Allergies (a division of the Asthma & Allergy Foundation of America, a New York not-for-profit corporation) (“Sponsor”), with offices located at 4259 Swamp Road, Suite 408, Doylestown, Pennsylvania 18902.

**ELIGIBILITY:** Entrant must be a legal United States resident, eighteen (18) years of age or older, physically residing in one of the fifty (50) United States or Washington, D.C. to enter or win. Employees of Sponsor or its affiliates, Board of Directors, agencies and other promotional partners involved in this Promotion, and the immediate family (parent, spouse, sibling, child, grandparent, grandchild) and household members of all such employees, are NOT eligible. This Promotion is subject to all federal, state and local laws and regulations. Void where prohibited or restricted by law.

**HOW TO ENTER:** Entries must be made by uploading a photograph (each, a “Photo” and, collectively “Photos”) to Sponsor’s website ([www.community.kidswithfoodallergies.org](http://www.community.kidswithfoodallergies.org)) during the Promotion Period (as defined below). To do so, entrants must have a valid registration on Sponsor’s website and agree to the terms of the website. Each Photo must be accompanied by a caption that explains why the Photo subject is “more than” food allergies.

**PROMOTION PERIOD:** This Promotion runs from 12:01 a.m. Eastern Time (“ET”) on May 12, 2019 to 11:59 p.m. ET on May 18, 2019 (the “Promotion Period”). There will be three (3) separate contests (each a “Contest”) throughout

the Promotion Period, as described below:

<b>Contest Number</b>	<b>Entry Period</b>	<b>Selection Date</b>
#1	12:01 a.m. ET on May 12, 2019 - 11:59 p.m. ET on May 13, 2019	May 14, 2019
#2	12:01 a.m. ET on May 14, 2019 - 11:59 p.m. ET on May 15, 2019	May 17, 2019
#3	12:01 a.m. ET on May 16, 2019 - 11:59 p.m. ET on May 18, 2019	May 20, 2019

Sponsor is not responsible for lost, late, illegible, corrupted or misdirected entries. Three (3) entries of unique Photos per person/e-mail address/authorized e-mail account holder are permitted per Contest; however, there is a limit of one (1) prize per person per Contest.

**SELECTION OF THE WINNERS:** The winning entry will be chosen from all entries submitted during the entry period set forth above for each respective Contest. Sponsor will evaluate all valid entries received to make sure they meet the entry criteria. Entries will be judged on how well each Photo represents not being held back by food allergies and the creativity and uniqueness of the caption. Judges will be a group of Sponsor’s employees. Odds of winning depend on the number of eligible entries received.

Entries will be evaluated on a one hundred (100) point scale as follows:

- A maximum of twenty-five (25) points for expression of theme;
- A maximum of twenty-five (25) points for inspirational power;
- A maximum of twenty-five (25) points for creativity and originality; and
- A maximum of twenty-five (25) points for clarity and quality of the Photo.

Winners will be the entries with the highest point totals based on the average scores of all judges. Should the need arise, judges will revisit tied entries and choose as the winner the entry that scores highest for inspirational power, followed by expression of theme, followed by creativity and originality, until the tie is broken.

Each potential winner will be notified via an electronic message to the account specified in entrant’s registration on Sponsor’s website on or about each of the selection dates. Each potential winner will be required to respond as directed within five (5) calendar days of the prize notification or the prize will be forfeited and an alternate winner will be chosen. Affidavit of eligibility, prize acceptance form, tax information, publicity release, and/or mutually

acceptable liability releases may be required and, if so, must be returned within a reasonable specified time or the prize will be forfeited and an alternate winner will be chosen. The names of each winner (and each winning Photo) will be published on Sponsor's website and social media accounts, at the discretion of Sponsor, in connection with this Promotion.

**ENTRY CRITERIA:** Each entry must be a Photo that represents what it is like for a child or family to be more than his, her or their food allergies. Each Photo must be accompanied by a caption that explains how such child or family does not allow food allergies to define them or hold them back. By submitting a Photo entrant agrees that s/he has read, understands and complied with these Official Rules.

Entrant may only submit a Photo (i) that entrant personally and exclusively created outside the scope of entrant's employment, or (ii) to which entrant has the express written permission of the copyright owner to submit to this Promotion and to sub-license to Sponsor as discussed herein. Entrant represents and warrants that entrant owns the exclusive copyright in the Photo or has received the express written permission of the copyright owner to submit the Photo in this Promotion and sub-license the copyright in the Photo to Sponsor in accordance with these Official Rules. Entry must be entrant's original creation and may not include copyrighted, trademarked, patented, or previously published material. A Photo may not include any brand names or logos except those of Sponsor. Similarly, if the Photo depicts other people's work, such as statues, paintings, and other copyrightable works, the entrant may need to obtain a release from the copyright owner and provide it to the Sponsor upon request. When photographing the work of others, it must be as an object in its environment and not a full-frame close-up of another person's creation. For a Photo in which a person is recognizable, the entrant must secure a written release from the subject or, in the case of a minor, the subject's parent or guardian stating that the subject (i) consents to be photographed, (ii) consents to the submission of the Photo to the Promotion, (iii) grants Sponsor a royalty-free, worldwide, perpetual, non-exclusive license to publicly display, distribute, reproduce, and create derivative works of the Photo that includes the subject's name, likeness, or other identifying indicia, in whole or in part, in any media now existing or later developed, for any purpose, including advertising and promotional purposes, and (iv)

understands that he or she will not be compensated by Sponsor for use of the Photo. Entrant represents and warrants that he or she has secured all such applicable releases and will provide the releases to Sponsor upon request.

Sponsor has the right, but not the obligation, to post any Photo for worldwide viewing on the Internet. No Photo may defame or invade the rights or privacy of any person, living or deceased, or otherwise infringe upon any third party's personal, proprietary, or intellectual rights. No Photo may contain illegal or unlawful material, and must not promote bigotry, racism, harm or discrimination. Each Photo must be consistent with Sponsor's reputation in the marketplace and must be suitable for audiences of all ages. Photos which, in Sponsor's sole discretion, contain any type of vulgarity or objectionable content will be disqualified. Photos that do not meet these stated criteria, or entries that (in Sponsor's sole discretion) may technically meet the stated criteria but do not reflect the intent and the spirit of this Promotion, are not eligible.

Each entry constitutes entrant's certification that (i) entrant owns the Photo, (ii) entrant is authorized to submit the Photo to this Promotion, and (iii) the Photo complies with these Official Rules

By submitting a Photo, entrant agrees to indemnify and hold harmless Sponsor and its parent companies, subsidiaries, affiliates, sales representatives, agencies, retailers, wholesalers, distributors, and promotional and other vendor agencies involved in this Promotion from any and all claims, damages, expenses, costs (including reasonable attorney fees) and liabilities (including settlements), resulting from or relating to entrant's Photo or any information supplied or represented to Sponsor by entrant.

**PRIZES AND APPROXIMATE RETAIL VALUES (ARV):**

**Prizes – ONE (1) Winner Per Contest**

<b>Contest Number</b>	<b>Prize Package</b>
#1	<ul style="list-style-type: none"><li>• One (1) Bona free &amp; simple® Hardwood Floor Cleaner 128-oz Refill (ARV - \$20)</li><li>• One (1) Endust Free Hypo-Allergenic Dusting and Cleaning Spray 10-oz (ARV - \$10)</li><li>• One (1) Brookstone® Tech Advanced Queen-Size Sheet Set (ARV - \$80)</li></ul>

	<ul style="list-style-type: none"> <li>• Two (2) True Value EasyCare Paint 1-gallon (ARV - \$80)</li> <li>• One (1) Serta Smart Defense Pillow 2-pack (ARV - \$30)</li> <li>• Five (5) “#KeepItTeal” Silicone Awareness Bracelets (ARV - \$10)</li> <li>• One (1) Zippered Medicine Bag with Kids With Food Allergies Logo (ARV - \$17.75)</li> <li>• One (1) “Food Allergy Warrior” Logo T-shirt in choice of size (ARV - \$20)</li> </ul> <p><i>Estimated total ARV for Contest #1 Prize Winner: \$267.75</i></p>
#2	<ul style="list-style-type: none"> <li>• One (1) Bona free &amp; simple® Hardwood Floor Cleaner 128-oz Refill (ARV - \$20)</li> <li>• One (1) Endust Free Hypo-Allergenic Dusting and Cleaning Spray 10-oz (ARV - \$10)</li> <li>• One (1) Brookstone®Tech Advanced Queen-Size Sheet Set (ARV - \$80)</li> <li>• Two (2) True Value EasyCare Paint 1-gallon (ARV - \$80)</li> <li>• One (1) Serta Smart Defense Pillow 2-pack (ARV - \$30)</li> <li>• Five (5) “#KeepItTeal” Silicone Awareness Bracelets (ARV - \$10)</li> <li>• One (1) Zippered Medicine Bag with Kids With Food Allergies Logo (ARV - \$17.75)</li> <li>• One (1) “Food Allergy Warrior” Logo T-shirt in choice of size (ARV - \$20)</li> </ul> <p><i>Estimated total ARV for Contest #1 Prize Winner: \$267.75</i></p>
#3	<ul style="list-style-type: none"> <li>• One (1) Bona free &amp; simple® Hardwood Floor Cleaner 128-oz Refill (ARV - \$20)</li> <li>• One (1) Endust Free Hypo-Allergenic Dusting and Cleaning Spray 10-oz (ARV - \$10)</li> <li>• One (1) Brookstone®Tech Advanced Queen-Size Sheet Set (ARV - \$80)</li> <li>• Two (2) True Value EasyCare Paint 1-gallon (ARV - \$80)</li> <li>• One (1) Serta Smart Defense Pillow 2-pack (ARV - \$30)</li> <li>• Five (5) “#KeepItTeal” Silicone Awareness Bracelets (ARV - \$10)</li> <li>• One (1) Zippered Medicine Bag with Kids With Food Allergies Logo (ARV - \$17.75)</li> <li>• One (1) “Food Allergy Warrior” Logo T-shirt in choice of size (ARV - \$20)</li> </ul> <p><i>Estimated total ARV for Contest #1 Prize Winner: \$267.75</i></p>

*Estimated total ARV for all prizes awarded in this Promotion: \$803.25*

Any and all taxes on prizes are the sole responsibility of the winner. Any and all guarantees and warranties for merchandise prizes are subject to the manufacturer’s and/or service provider’s terms and conditions, and winners agree to look solely to such manufacturers and/or service providers for any warranty or guarantee claim. Prizes are non-transferable and no substitution or cash equivalent is allowed except in Sponsor’s sole discretion. Sponsor reserves the right to substitute prizes of the same approximate retail value. For prizes \$600 or more in value, winner’s social security number or taxpayer I.D. will be required in order to issue a Form 1099 MISC showing prize ARV as income to winner. The prize consists only of items specifically listed as part of the prize. All costs and expenses not specified herein, related to any prize, including but not limited to delivery, installation, service activation fees, and other expenses incurred by accepting the prize, are the sole responsibility of the winner. Limit one (1) prize per person. Prizes will be awarded and fulfilled by shipment to the email address or address provided by the winner by July 13, 2019.

**ASSIGNMENT OF RIGHTS:** Entrant will retain copyright ownership in the Photo. Submission of a Photo to this

Promotion grants to Sponsor a non-exclusive, irrevocable, world-wide, perpetual, royalty-free license to publicly display, distribute, reproduce and create derivative works of the Photo, in whole or in part, in any media now existing or later developed, for any purpose, including advertising and promotional purposes not related to this Promotion. Entrant understands that entrant will not be compensated for such use. Entrant further understands that the license to use the Photo is granted upon submission to this Promotion and is not contingent on the Photo being selected as a winning submission.

**PUBLICITY RELEASE.** Except where prohibited, acceptance of a prize constitutes winner's consent that such winner's name, likeness, voice, biographical data, or other personal indicia may be used for advertising and promotional purposes without limitation and without additional notice, compensation, or consent. Submission of content to be posted online constitutes permission for the same. Please note, Photos may be reposted on Sponsor's social media accounts, including without limitation, Facebook, Instagram, and Twitter, and/or Sponsor's website for a worldwide audience to view.

**RELEASE:** By entering, entrant agrees to accept and abide by the rules of this Promotion and agrees that any dispute with regard to the conduct of this Promotion, rule interpretation or award of prize shall be submitted to Sponsor, whose decision shall be binding and final. By participating, entrant agrees to release and hold harmless Sponsor, participating dealers and retailers, affiliates, sales representatives, distributors, and promotional and other vendor agencies, their respective parent companies, affiliates, subsidiaries, service agencies, independent contractors, and the officers, directors, employees, agents, and representatives of any of the above organizations from any injury, loss, or damage to person, including death, or property due in-whole or in-part, directly or indirectly, to the acceptance or use/misuse of a prize, participation in any Promotion-related activity or participation in this Promotion.

Sponsor is not responsible for any typographical or other error in the printing of this offer, administration of this Promotion or in the announcement of prizes, including erroneous appearance of qualification for a prize, and under no circumstances will more than the stated number of prizes be awarded. Sponsor reserves the right, in Sponsor's sole and absolute discretion, to modify, cancel or suspend this Promotion or to amend these Official Rules at any time, without prior individual notice, should any factor interfere with the administration, security, or proper play of this Promotion as contemplated by these Official Rules. If for any reason Sponsor is prevented from continuing with

this Promotion, or the integrity and/or feasibility of this Promotion is severely undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order or regulation, order of any court or jurisdiction, Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel, or terminate this Promotion without further obligation. If Sponsor, in its sole discretion, elects to so abbreviate this Promotion, Sponsor reserves the right, but not the obligation, to award the prize from among all eligible entries received to date. All entries are the property of Sponsor and are not returnable.

This Promotion is intended for viewing in the United States only and shall be construed and evaluated only according to United States law. Entrant must not enter this Promotion if he or she is not located in the United States. The use of any automated devices in connection with this Promotion is prohibited. Sponsor assumes no responsibility for computer system, hardware, software, or program malfunctions or other errors, failures, delayed computer transactions, or network connections, whether human, technical, or otherwise in nature. Sponsor reserves the right, in its sole discretion, to cancel or suspend this Promotion should virus, bugs or other causes beyond its control corrupt the administration, security, or proper play of this Promotion. Sponsor is not responsible for any injury or damage to any person's computer or related equipment resulting from or relating to participation in this Promotion or downloading any material related to this Promotion. Entries will be deemed made by the authorized account holder of the social media platform account via which they posted the Photo at the time of entry. In the event of a dispute, the potential winner may be required to provide proof that he or she is the authorized holder of the identified social media platform account.

**DISPUTES/CHOICE OF LAW:** EXCEPT WHERE PROHIBITED, EACH ENTRANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND EXCLUSIVELY BY STATE OR FEDERAL COURTS SITUATED IN PENNSYLVANIA, (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT ATTORNEYS' FEES, (3) NO PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING,

WITHOUT LIMITATION, LOST PROFITS, MAY BE AWARDED (COLLECTIVELY, “SPECIAL DAMAGES”), AND (4) ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM SPECIAL DAMAGES AND ALL RIGHTS TO SUCH DAMAGES MULTIPLIED OR INCREASED. PENNSYLVANIA LAW, WITHOUT REFERENCE TO CHOICE OF LAW RULES, GOVERNS THIS PROMOTION AND ALL ASPECTS RELATED THERETO.

**PRIVACY:** Information collected from entries is subject to Sponsor’s Privacy Policy, available at: <http://www.aafa.org/page/privacy-policy-and-terms-of-service.aspx>. By participating in this Promotion, entrants authorize Sponsor to use their contact information for the purpose of administering this Promotion and to post their name or username when the winners are announced.

**WINNERS’ LIST:** For a list of winners, please send a self-addressed, stamped envelope by July 12, 2019 to: Asthma & Allergy Foundation of America, “More Than Food Allergies Promotion” Winners, 4259 Swamp Road, Suite 408, Doylestown, Pennsylvania 18902. Winners will also be posted on Sponsor’s website.