



HARTFORD  
MARATHON  
FOUNDATION

## 12K'S OF CHRISTMAS: GIVEAWAYS RULES & REGULATIONS

### Overall Guidelines:

- The Hartford Marathon Foundation, Inc. (incorporated in 1994) is a not for profit organization whose mission is to encourage individuals and families to adopt and maintain a healthy and active lifestyle. The organization promotes fitness to all ages and all abilities through community running events, school based programs and community collaborations
- Sweepstakes prizes do not require registration for the 12Ks of Christmas - see each contest for specific guidelines
- Registration for the 12Ks of Christmas or any other Hartford Marathon Foundation event do not enhance your chance of winning
- See [HMF's 12Ks of Christmas website](#) for specific item contest guidelines
- Winners will be selected after the conclusion of the 12Ks of Christmas Challenge on Saturday, December 12th, during the week of December 14th
- Void where prohibited by law and outside of the United States of America
- Entries will be accepted online starting at 12:00 AM, Monday, November 9th, 2020 EST and ending 11:59 PM Sunday, December 14th, 2020 EST. All online entries must be received by 11:59 PM, Sunday, December 14th, 2020 EST.
- Winners are eligible to receive multiple prizes
- All winners will be selected at random, no judging criteria will be used
- Liability limitations
- Odds of winning will vary during each contest
- Winners must provide a physical address, P.O. Boxes will not be acceptable.

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.**

**1. Eligibility:** This 12Ks of Christmas Giveaway is open to anyone who follows the specific contest guidelines outlined on the [HMF 12Ks of Christmas website](#) and who are 18 as of the date of entry. The 12Ks of Christmas Giveaway is only open to legal residents of the United States of America, and is void where prohibited by law. Employees of Hartford Marathon Foundation, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the 12Ks of Christmas Giveaway. The 12Ks of Christmas Giveaway is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

**2. Agreement to Rules:** By participating, the Contestant (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Hartford Marathon Foundation as final and binding as it relates to the content of this 12Ks of Christmas Giveaway.

**3. 12Ks of Christmas Giveaway Period:** Entries will be accepted online starting on 12:00 AM, Monday, November 9th, 2020 EST and ending 11:59 PM Sunday, December 14th, 2020 EST. All online entries must be received by 11:59 PM, Sunday, December 14th, 2020 EST.

**4. How to Enter:** The 12Ks of Christmas Giveaway must be entered by submitting an entry using the guidelines given for the 12Ks of Christmas Giveaways. The entry must fulfill all 12Ks of Christmas Giveaway daily requirement, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Hartford Marathon Foundation. You may enter only once for each prize. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Hartford Marathon Foundation.

**5. Prizes:** The Winner(s) of the 12Ks of Christmas Giveaway (the “Winner”) will receive the respective prize associated with the contest they submitted entry to. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Hartford Marathon Foundation. No cash or other prize substitution shall be permitted except at Hartford Marathon Foundation’s discretion. All prizes are non transferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Hartford Marathon Foundation to use Winner’s name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

**6. Odds:** The odds of winning depend on the number of eligible entries received.

**7. Winner Selection and Notification:** Winner will be selected at random under the supervision of Hartford Marathon Foundation. Winner will be notified by email or phone within five (5) days following selection of Winner. Hartford Marathon Foundation shall have no liability for Winner’s failure to receive notices due to spam, junk e-mail or other security settings or for Winner’s provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 10 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this 12Ks of Christmas Giveaway is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT HARTFORD MARATHON FOUNDATION’S SOLE DISCRETION) WILL RESULT IN WINNER’S DISQUALIFICATION AS WINNER OF THE 12Ks of Christmas Giveaway, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**8. Rights Granted by You:** By entering this content (e.g., photo, video, text, etc.), You understand and agree that Hartford Marathon Foundation, anyone acting on behalf of Hartford Marathon Foundation, and Hartford Marathon Foundation’s licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the 12Ks of Christmas Giveaway, and biographical information for news, publicity, information, trade, advertising, public relations, and

promotional purposes, without any further compensation, notice, review, or consent. Optional verbiage for Contests: By entering this content, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of Hartford Marathon Foundation. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Hartford Marathon Foundation from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Hartford Marathon Foundation may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

**9. Terms & Conditions:** Hartford Marathon Foundation reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the 12Ks of Christmas Giveaway should virus, bug, non-authorized human intervention, fraud, or other cause beyond Hartford Marathon Foundation's control corrupt or affect the administration, security, fairness, or proper conduct of the 12Ks of Christmas Giveaway. In such case, Hartford Marathon Foundation may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Hartford Marathon Foundation. Hartford Marathon Foundation reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the 12Ks of Christmas Giveaway or website or violates these Terms & Conditions. Hartford Marathon Foundation has the right, in its sole discretion, to maintain the integrity of the 12Ks of Christmas Giveaway, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by 12Ks of Christmas Giveaway rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the 12Ks of Christmas Giveaway may be a violation of criminal and civil laws. Should such attempt be made, Hartford Marathon Foundation reserves the right to seek damages to the fullest extent permitted by law.

**10. Limitation of Liability:** By entering, You agree to release and hold harmless Hartford Marathon Foundation and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the 12Ks of Christmas Giveaway and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

**11. Disputes:** THIS 12KS OF CHRISTMAS GIVEAWAY IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND CONNECTICUT, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this 12Ks of Christmas Giveaway, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this 12Ks of Christmas Giveaway, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Connecticut having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this 12Ks of Christmas Giveaway). Participant further waives all rights to have damages multiplied or increased.

**12. Winners List:** To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Hartford Marathon Foundation, 41 Sequin Drive, Glastonbury, Connecticut 06033 USA. Requests must be received no later than 11:59 PM, Monday, December 12th, 2020 EST.

**13. Sponsor:** The Sponsor of the 12Ks of Christmas Giveaway is Hartford Marathon Foundation, 41 Sequin Drive, Glastonbury, Connecticut 06033 USA.

**14. Facebook:** The 12Ks of Christmas Giveaway hosted by Hartford Marathon Foundation is in no way sponsored, endorsed, administered by, or associated with Facebook.

**15. Instagram:** The 12Ks of Christmas Giveaway hosted by Hartford Marathon Foundation is in no way sponsored, endorsed, administered by, or associated with Instagram.

**16. Twitter:** The 12Ks of Christmas Giveaway hosted by Hartford Marathon Foundation is in no way sponsored, endorsed, administered by, or associated with Twitter.