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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

Entries will be accepted online starting at 12:00 AM, Wednesday, December 1st, 2021 EST and ending 11:59 PM Sunday, December 12th, 2021 EST. All online entries must be received by 11:59 PM, Sunday, December 12th, 2021 EST.

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.

**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.

**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.

**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.

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.

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

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

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

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

Winners will be selected after the conclusion of the 12Ks of Christmas challenge and notified during the week of December 14th

Void where prohibited by law and outside of the United States of America