

PANCREATIC CANCER ACTION NETWORK
November Awareness CONTEST
OFFICIAL RULES

Please read the Contest Rules.

1. Introduction. November Awareness Contest (The “Contest”) is sponsored by PANCREATIC CANCER ACTION NETWORK located at 1500 Rosecrans Avenue, Suite 200 - Manhattan Beach, CA 90266 (“Sponsor”).

2. Eligibility. Each participant must be a resident of the fifty (50) United States (including the District of Columbia) who is at least 18 years old as of the Contest start date. Contest void where prohibited by law. Employees, officers, and directors of Sponsor or its parents, subsidiaries, affiliates, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, website providers, web masters, (collectively, the “Promotion Entities”) and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter or win. Sponsor reserves the right to verify the eligibility of winners. Participation constitutes Participant’s full and unconditional agreement to these Official Rules and Sponsors’ decisions, which are binding in all matters related to the Contest.

3. Contest Period. The Contest begins on November 1, 2017 at 12:01 a.m. Pacific Time (“PST”) and ends on November 28, 2017 at 11:59 p.m. PST (the “Contest Period”). Sponsor’s computer is the official time keeping device for this Contest.

4. How to Participate. The Contest is open to participants who “opt in” to participate in the Contest. During the Contest Period, visit www.pancan.org/demandbetter, and follow the instructions to participate in the Contest. Or, follow instructions found in emails sent to those on the Pancreatic Cancer Action Network mailing list, or found on the Pancreatic Cancer Action Network’s official social media channels. Normal Internet, phone and usage charges imposed by your online or phone service may apply. Incomplete, illegible, corrupted, or untimely entries are void and will be disqualified. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections; or miscommunications, computer or software malfunctions, telephone transmission problems, technical failures, garbled transmissions, damage to a user’s computer equipment (software or hardware), or other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor.

5. How the Contest Works. Entry into the Contest will require the participant to post a picture of themselves demonstrating their support for the Pancreatic Cancer Action Network’s 2017 November Awareness Campaign on one of the organization’s social media channels, including: Facebook (JointheFight), Instagram (@pancan) and Twitter

(@PanCAN) using the hashtag #PANCaware. This must be submitted by Sunday, November 26 2017 11:59 p.m. PST.

All entries become the sole property of the Sponsor and none will be returned, or paid for, for any reason. Entries must be received no later than the end of the Contest Period. Entries will be declared invalid if they are late, illegible, incomplete, inappropriate, irregular, forged, or mechanically or electronically reproduced. No communication or correspondence will be exchanged with entrants except with the individual selected as the winner ("Contest Prizes"). Your contest entry may be repurposed by the Pancreatic Cancer Action Network during, or after, the contest period for the use of promotional purposes without your further consent.

Each submitted Photo:

- must be taken by the Entrant or someone the Entrant knows;
- may not have been previously published;
- may not have been entered into any other contest or promotion and/or considered for or won previous awards or prizes;
- may not infringe upon the copyrights, trademarks, rights of privacy, rights of publicity or other intellectual property or other rights of any person or entity (other than the Entrant);
- must have been created in a legal and safe manner;
- must be owned by the Entrant;
- must be intended for family audience viewing and contain only content that, in the sole and unfettered;
- discretion of the Sponsor, is suitable for all persons, including persons under the age of 13;
- may be submitted only once;
- must not, in the sole and unfettered discretion of the Sponsor, contain any nude, sexually explicit, disparaging, discriminatory, libelous or other inappropriate content; including, but not limited to, crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups; content that endorses, condones and/or discusses any illegal, inappropriate or risky behavior or conduct; personal information of individuals, including, without
- limitation, names, telephone numbers and addresses (physical or electronic);
- must contain entirely original materials;
- must not violate any law

Odds of winning any weekly prize depend on the number of eligible registrants who enter the contest each week, weekly entries will be carried over each week. Weekly prize winners will be chosen by random drawing and will be notified via Direct Message on the winning entry's original social media platform (Facebook, Instagram, or Twitter).

6. Weekly Contest Prizes.

Each week, the Pancreatic Cancer Action Network will select one qualifying entry based on the best visual representation of Wage Hope Together. The winner will receive a prize of a gift card to Pancreatic Cancer Action Network's Shop Purple (shoppurple.pancan.org) with a retail value of fifty (\$50) US dollars. Entries will be selected randomly and announced on November 6, 13, 20, 27.

Limit one (1) prize per person, per household. Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of prize not specifically stated herein, including but not limited to, change of air travel fees, ground transportation, automobile insurance, meals, incidentals, passenger tariffs or duties, surcharges, service charges or facility charges, personal charges at lodging, security fees and/or other expenses, are the responsibility solely of winner. Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions at its sole discretion. If Winner chooses not to accept the weekly prize in its entirety, another winner will be chosen by Sponsor at its discretion. Sponsor will not replace any lost or stolen prizes or components of a prize(s). Prize cannot be used in conjunction with any other promotion or offer. Only the number of prizes stated in these Official Rules is available to be won in the Contest. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, an alternate winner will be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available.

7. Contest Prize Fulfillment. Decisions of Pancreatic Cancer Action Network regarding the award of Contest prize will be final. All prizes will be delivered as an electronic coupon to the email address provided by the contest winner six to eight weeks after the end of each month in the Contest period. Limit one (1) incentive prize per person. Pancreatic Cancer Action Network is not responsible for prizes that are undeliverable or returned to sender. Pancreatic Cancer Action Network is not responsible for e-mails blocked by a participant's e-mail filter. If a prize recipient cannot be contacted at the email address or social media account used to register for the Contest, the prize may be forfeited and another winner will be selected.

8. ALL POTENTIAL RECIPIENTS OF CONTEST PRIZES ARE SUBJECT TO VERIFICATION BY SPONSOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST.

9. Verification of Potential Prize Recipients. Potential prize recipients must continue to comply with all terms and conditions of these Official Rules and prize award is contingent upon fulfilling all requirements. In the event that a potential recipient of a Contest prize is disqualified for any reason, the prize will not be awarded to that participant.

10. Entry Conditions and Release. By participating in the Contest each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Pancreatic Cancer Action Network which are binding and final in all matters relating to this Contest;

(b) release and hold harmless the Pancreatic Cancer Action Network and any other 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 (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 Contest, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Sponsor from and against any and all claims, expenses, and liabilities (including reasonable attorneys fees) arising out of or relating to an Participant’s participation in the Contest and/or Participant’s acceptance, use or misuse of prize.

11. Publicity. Except where prohibited, participation in the Contest constitutes participant’s consent to Sponsor’s and its agents’ use of participant’s name, likeness, photograph, voice, opinions, hometown and state, and/or the contents of his or her shared social media content. This includes content posted by recipient content posted to their social media accounts with #PANCaware hashtags, and the Pancreatic Cancer Action Network websites and social channels.

12. General Conditions. This Promotion is governed by the laws of the state of California. Void where prohibited by law and outside the United States. **WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

Sponsor's failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor’s reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the Contest process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor’s failure to enforce any term of these Official Rules

shall not constitute a waiver of that provision. Participants agree that in the event of a dispute as to the identity of a participant the authorized account holder of the email address used to enter will be deemed to be the Participant. Winner may be required to show proof of being the “authorized account holder”. The “authorized account holder” is the natural person assigned to an email address by an Internet service provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

13. Limitations of Liability. The Released Parties are not responsible for: (1) 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; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; or (5) any injury or damage to persons or property which 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.

14. Disputes. Except where prohibited, Participant agrees that: 1) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prizes awarded, other than the administration of the Contest or the determination of the winner shall be resolved individually, without resort to any form of class action, and exclusively by a court of competent jurisdiction in Manhattan Beach, California; 2) 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 3) 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. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the Participant and Pancreatic Cancer Action Network 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY.

15. Privacy. Pancreatic Cancer Action Network may collect participant’s name, address, phone number and e-mail address. We use this information to administer the Contest. The personal information provided during the registration process may be used by Pancreatic Cancer Action Network to provide Contest participant with additional information about the Pancreatic Cancer Action Network. An opportunity to opt-out of receiving additional Pancreatic Cancer Action Network emails is provided by following the unsubscribe instructions on the email.

16. WINNER CONFIRMATION. For a written confirmation of the prize winners (available after 12/15/17), send a stamped, self-addressed envelope (no later than 1/15/18) to: The Pancreatic Cancer Action Network, November Awareness Prize Winners List Request, 1500 Rosecrans Avenue, Suite 200 - Manhattan Beach, CA 90266.