

Billion Mile Race Sweepstakes Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Billion Mile Race Sweepstakes (the “**Sweepstakes**”) is open only to schools that serve one or more grade levels between K-12 (herein “**Schools**”) located in the fifty (50) United States and the District of Columbia. Only authorized representatives (each a “**Representative**”) of a School who are at least eighteen (18) years old may enter on behalf of a School. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes School’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning the prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Trustees of Tufts College, 169 Holland Street, Somerville, MA 02144.

3. Timing: The Sweepstakes begins on April 1, 2017, at 12:00 a.m. Eastern Time (“ET”) and ends on April 30, 2017, at 11:59 p.m. ET (the “**Promotion Period**”). Sponsor’s servers are the official time-keeping device for the Sweepstakes.

4. How to Enter: During the Promotion Period, Representatives must take the following actions:

- (1) Register your School in the Billion Mile Race (www.BillionMileRace.org/register) if it is not already registered; and
- (2) Log in to your School's account and add miles (walked and/or run by your students) to your School's profile during the Promotion Period.

By completing these tasks, your School automatically will receive one (1) entry into the Sweepstakes.

Limit: Representative may enter one (1) time during the Promotion Period. Representatives are not permitted to share the same email address. Any attempt by any School to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that School's entries and that School may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the Representative/entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Representative may be required to show proof of being the authorized account holder.

5. Grand Prize Drawing: Sponsor's decisions as to the administration and operation of the Sweepstakes and the selection of the potential winner are final and binding in all matters related to the Sweepstakes. Sponsor will randomly select the potential Sweepstakes winner from all eligible entries received during the Promotion Period, on or around May 1, 2017. Sponsor will notify the potential winning Schools by email or phone. If a potential winner cannot be contacted, provide any requested information within the required time period (if applicable), or the prize is returned as undeliverable, the potential winning School forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that the potential winning School is disqualified for any reason or declines the prize, Sponsor will award the prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

6. Prize: ONE (1) GRAND PRIZE: One (1) New Balance sneaker library consisting of New Balance athletic shoes. Number of New Balance athletic shoes in the sneaker library will depend on cost of selected athletic shoes. All details of the Prize are in the sole discretion of Sponsor, except the winning School may select shoe sizes. Approximate Retail Value (“ARV”): up to \$500.00.

Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Prize will be shipped to winning School. Sponsor reserves the right to substitute the prize (or a component thereof) for one of equal or greater value if the designated prize should become unavailable for any reason. Winning School is responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning the prize depend on the number of eligible entries received during the Promotion Period. Limit: One (1) prize per School. Prize will be fulfilled within approximately 8-10 weeks after the conclusion of the Sweepstakes.

7. Release: By receipt of any prize, winning School agrees to release and hold harmless Sponsor, Childobesity180, HelloWorld, Inc., and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

8. Publicity: Except where prohibited, participation in the Sweepstakes constitutes School's consent to Sponsor's and its agents' use of winner's name, and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes 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.

10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by School/Representative, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (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 Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from School's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason a School's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, School's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

11. Disputes: Except where prohibited, School agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will School be permitted to obtain awards for, and School

hereby waives all rights to claim, indirect, 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 School and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

12. Personal Information: Information collected from Representative/School is subject the following Privacy Policy <http://www.billionmilerace.org/privacy>.

13. Winner List: Winning School will be posted on the Billion Mile Race site (www.billionmilerace.org) after winner confirmation is complete.

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