

United Way For Southeastern Michigan's Water Relief Fund Donation Promotion

OFFICIAL PROMOTION RULES

Important: Please read these Official Rules before entering this Promotion (the "Promotion").

NO PURCHASE, PAYMENT, OR FINANCIAL CONTRIBUTION OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS PROMOTION. PURCHASE, PAYMENT OR FINANCIAL CONTRIBUTION WILL NOT INCREASE ODDS OF WINNING. PROMOTION VOID WHERE PROHIBITED BY LAW.

1. Eligibility. PROMOTION OPEN ONLY TO INDIVIDUAL PERMANENT LEGAL RESIDENTS OF THE STATE OF MICHIGAN RESIDING IN OAKLAND, WAYNE AND MACOMB COUNTIES, WHO ARE AT LEAST 18 YEARS OF AGE AND ARE ABLE TO ENTER INTO BINDING LEGAL OBLIGATIONS AT TIME OF ENTRY. BUSINESSES, CORPORATIONS, OR OTHER ENTITIES ARE NOT ELIGIBLE TO ENTER OR WIN, NOR MAY ANY INDIVIDUAL ENTER ON BEHALF OF ANY SUCH ENTITIES. IF YOU DO NOT MEET ANY OF THESE REQUIREMENTS, OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES, YOU ARE NOT ELIGIBLE TO WIN, AND UNITED WAY FOR SOUTHEASTERN MICHIGAN ("SPONSOR") RESERVES THE RIGHT NOT TO AWARD ANY PRIZE TO YOU. To be eligible to win, entries must comply with all Promotion requirements and be completed and received by Sponsor in the format and within the time period designated below. This Promotion is subject to all applicable federal, state and local laws and regulations. Sponsor's employees and their immediate family members, other household members, Sponsor's suppliers or agents assisting Sponsor with this Promotion ("Promotion Entities") and Promotion Entities' employees and agents and the immediate family members of such employees and agents are not eligible to enter or win.

2. Sponsor. The Promotion is sponsored by United Way for Southeastern Michigan, located at 660 Woodward Avenue, Detroit, Michigan 48226. All rights to any third-party trademarks or trade names mentioned herein or in connection with the Promotion are the property of the respective trademark or trade name owner. The use or mention of such third-party trademarks or trade names in these Official Rules or in the Promotion is solely for descriptive purposes and shall in no way imply that third party's endorsement or sponsorship of the Promotion. The information you provide will only be used as described herein.

3. How to Enter. Online entries only. Entries may be submitted on the donation site: www.UnitedWayWaterFund.org. Entries submitted to the United Way Water Fund page will be eligible to win a pair of John Legend: A Legendary Christmas tickets for the Dec. 6 concert in Detroit, Michigan as described below in Section 5, below. Entrants who make a one-time donation, or who submit an entry without a donation, will receive one (1) entry in the drawing for the prize associated with the page. Entrants who make a recurring donation will receive two (2) entries in the drawing for the prize associated with the page. Entrants may enter one (1) time per person, regardless of means of entry. Entries must be received on or before 11:59:59 p.m., Eastern Time, on October 31, 2018. **No purchase or donation is necessary to enter or win.**

Entrants are required to abide by all applicable local, state, and federal law and regulations at all times in connection their participation in the Promotion. If Sponsor determines, in Sponsor's sole discretion, that an entrant or submission has violated applicable law or regulations, the submission will be automatically disqualified.

By participating in the Promotion, each entrant unconditionally and irrevocably accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, including the interpretation of these Official Rules and exercise of the Sponsor's discretion, which will be final and binding in all respects. Failure to timely submit all required information in the manner required in these Official Rules and/or any entry or release form may result in disqualification. All entrants and entries are subject to verification of eligibility by Sponsor. All entries become the sole property of Sponsor and will not be acknowledged or returned. By entering the Promotion, you consent to being placed on an e-mail mailing list for promotional and other purposes. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void *ab initio* and are automatically disqualified. Entries will be disqualified if they are late, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost or misdirected, deceptive, in excess of the stated entry limits, or otherwise not in compliance with the Official Rules. Subsequent attempts or entries made by the same individual using multiple or false contact information or otherwise will be disqualified.

For purposes of this Promotion, an on-line entry is "received" when the Sponsor's computers or servers record the entry information. Entries will be disqualified if they are late or incomplete. Entries in excess of the stated entry limits including subsequent attempts or entries made by the same individual using multiple or false contact information or otherwise are prohibited. (duplicative)In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the authorized account holder of the email address associated with the entry. Winner may be required by Sponsor to show proof of being the authorized account holder. In the event a dispute regarding the identity of the individual who submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Proof of sending does not constitute proof of actual receipt of an entry for purposes of this Promotion. Entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Entrants who do not abide by these Official Rules or other instructions of Sponsor will be disqualified at Sponsor's sole and absolute discretion.

4. Promotion Period. The Promotion starts at 12:00 a.m. ET on October 26, 2018 and ends at 11:59:59 p.m. ET on October 31, 2018 (the "Promotion Period"). All entries must be received during the Promotion Period to be eligible to win. Sponsor's (or its authorized representative's) computers or server is the official time-keeping device for all matters related to the Promotion. All times referenced are Eastern Time.

5. Prizes.

- One (1) ticket package to the John Legend: A Legendary Christmas concert at the FOX Theatre in Detroit, Michigan. Ticket package includes two (2) tickets to the concert. The approximate retail value of this prize is \$296.

All prize winners must claim their prizes **in person**, during normal business hours, at the offices of United Way for Southeastern Michigan, 660 Woodward Avenue, Detroit, Michigan 48226

6. Odds; Taxes; Etc. Odds of winning a prize depend on the number of eligible entries received. **ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF WINNER. Winners will be required to complete all necessary federal and state tax forms prior to claiming a prize. All prizes will be awarded.** Prizes may be forfeited and awarded to alternative winners if the tax documents, winner affidavit, and release materials (see Sections 11 and 12 below) are not returned within three (3) days after being sent to the winner or if two (2) attempts to contact the winner through social media are not successful. Prizes are not transferable. No substitutions or exchanges (including for cash) of any prizes will be permitted, except that Sponsor reserves the right to substitute a prize of equal or greater value for any prize. **ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).** Winners are solely responsible for all expenses related to the receipt and use of any Prize. Winners are solely responsible for complying with all applicable laws, taxes, fees, insurance, surcharges, or other costs related to receiving, claiming, or collecting any prize.

7. Winners. The winners will be chosen at random from all eligible entries received by Sponsor. Sponsor has absolute and sole discretion in determining winners. Potential winners will be notified via email, on or about November 2, 2018. To claim the applicable prize, the potential winner should follow the instructions contained in his/her notification. Failure to follow the directions in the notification may result in the winner forfeiting the prize. Winners may be required to show proof of identity and county of residence when claiming a prize.

8. Disclaimer. The Released Parties (defined in Section 9) will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) any Promotion disruptions, injuries, event delay or postponement or cancellation, losses or damages caused by events beyond the control of Sponsor or by non-authorized human intervention; or (c) any printing or typographical errors in any materials associated with the Promotion.

9. GENERAL RELEASE. BY ENTERING THE PROMOTION, YOU RELEASE SPONSOR, THE PRIZE PROVIDERS, OTHER ENTITIES INVOLVED IN THE ADMINISTRATION OF THE PROMOTION, AND EACH OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AND AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PROFESSIONAL ADVISORS, AND REPRESENTATIVES (COLLECTIVELY, "RELEASED PARTIES") FROM ANY LIABILITY WHATSOEVER, AND WAIVE ANY AND ALL CAUSES OF ACTION, RELATED TO ANY CLAIMS, COSTS, INJURIES, LOSSES, OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE PROMOTION OR DELIVERY, MISDELIVERY, ACCEPTANCE, POSSESSION, USE OF OR INABILITY TO USE ANY PRIZE (INCLUDING, WITHOUT LIMITATION, CLAIMS, COSTS, INJURIES, LOSSES AND DAMAGES RELATED TO PERSONAL INJURIES, DEATH, DAMAGE TO OR DESTRUCTION OF PROPERTY, RIGHTS OF PUBLICITY OR

PRIVACY, DEFAMATION OR PORTRAYAL IN A FALSE LIGHT, WHETHER INTENTIONAL OR UNINTENTIONAL), WHETHER UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHER THEORY. THE FAILURE OF THE RELEASED PARTIES TO COMPLY WITH ANY PROVISION OF THESE OFFICIAL RULES DUE TO AN ACT OF GOD, ACT OF DOMESTIC TERRORISM, HURRICANE, WAR, FIRE, RIOT, EARTHQUAKE, TERRORISM, ACT OF PUBLIC ENEMIES, ACTIONS OF GOVERNMENTAL AUTHORITIES OUTSIDE THE CONTROL OF EITHER (EXCEPTING COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS) OR OTHER EVENT OUTSIDE THE REASONABLE CONTROL OF THE RELEASED PARTIES WILL NOT BE CONSIDERED A BREACH OF THESE OFFICIAL RULES.

10. Limitations of Liability. The Released Parties are not responsible for: (i) technical failures of any kind, including but not limited to the malfunctioning of the website code or any computer, cable, network, hardware or software, website, delay in operation or transmission, communications line failure, technology outage, theft or destruction or unauthorized access to or alteration of entries, whether caused by the sender or any of the equipment or programming associated with or utilized in the Promotion; (ii) the unavailability or inaccessibility of any transmissions or telephone or internet service; (iii) unauthorized human intervention in any part of the entry process or the Promotion; (iv) electronic, clerical or human error which may occur in the administration of the Promotion or the transmission, receipt or processing of entries or notification of winner(s); or (v) any injury or damage to persons or property, including but not limited to entrant's person, camera, computer, hardware or software, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion. Without limiting the foregoing, Sponsor reserves the right, in its sole discretion, to terminate, modify, cancel or suspend the Promotion if fraud or any errors or other causes beyond the control of Sponsor corrupt in whole or in part the administration, security, or proper play of the Promotion. In the event of any cancellation, termination or suspension, notice thereof will be posted on the website www.liveunitedsem.org, and the determination of the applicable winners will be made, if practicable and reasonably commercially feasible, from among all eligible, non-suspect Promotion entries received during the Promotion Period as of the date of termination, cancellation or suspension, as Sponsor determines in its sole and absolute discretion. Under no circumstances, including negligence, shall the Released Parties be liable for any direct, indirect, incidental, special or consequential damages that result from any breach of any warranty. This exclusion or limitation of liability will not apply to the extent that any applicable statute prohibits such exclusion or limitation of liability. **WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SPONSOR'S WEBSITE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES; CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS REGARDING THESE LIMITATIONS.** Any attempt by an entrant or other individual to deliberately damage Sponsor's website or undermine the legitimate operation of this Promotion, including but not limited to any fraudulent claims, may be a violation of criminal and/or civil laws. Should such an attempt be made, the

entrant may be disqualified and will forfeit any prizes won, and Sponsor reserves the right to seek remedies and damages from any such individual, to the fullest extent permitted by law, including criminal prosecution. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision.

11. Use of Winner Name, Likeness, Etc. Except where prohibited by law, entry into the Promotion constitutes permission to use each winner's name, hometown, likeness, submission, and/or prize information, without limitation, for promotional purposes without further permission or compensation. As a condition of being awarded any prize, except where prohibited by law, each winner will be required to execute a consent to the use of his or her name, hometown, likeness, submission, and/or prize information, without limitation, for promotional purposes without further permission or compensation.

12. Affidavit & Release; Background Security Check. As a condition of being awarded any prize, each winner will be required to execute and deliver to Sponsor a signed affidavit of eligibility and acceptance of these Official Rules and release of liability, and any other legal, regulatory, or tax-related documents required by Sponsor in its sole discretion. Sponsor may, at its option, conduct a background check on each potential winner. Sponsor reserves the right to disqualify any person from receiving any prize based on such background check if Sponsor determines, in its sole discretion, that awarding any prize to such potential winner could result in a safety or security risk to any person or persons or could result in the disruption of any event associated with the Promotion.

13. Entrants' and Winners' Personal Information. Information collected from entrants and winners will be maintained by the Sponsor and its representatives in accordance with applicable federal and state privacy laws and regulations and the privacy policy located at www.liveunitedsem.org.

14. Miscellaneous. Entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect. Sponsor reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Promotion or any entrant's participation in the Promotion should unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or proper administration of the Promotion, or if Sponsor otherwise becomes (as determined in its sole discretion) incapable of running the Promotion as planned. Entrants who violate these Official Rules, violate any law, rule or regulation in connection with participation in the Promotion, tamper with the operation of the Promotion or engage in any conduct that is detrimental or unfair to Sponsor, the Promotion or any other entrant (in each case as determined in Sponsor's sole discretion) are subject to disqualification from entry into the Promotion. Sponsor reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Promotion. If you have any questions about these Official Rules or the Promotion, please e-mail them to liveunited@liveunitedsem.org.

15. Copy of Rules/Name of Winners. For a copy of these Official Rules and/or the winners' names, email your request to liveunited@liveunitedsem.org.