



Operation Gratitude RED Scarf Challenge Official Rules

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

1. Eligibility: The Operation Gratitude RED Scarf Challenge (the “Challenge”) is FREE to enter and open only to legal residents of the fifty (50) United States and the District of Columbia, who are 13 years of age or older (“Entrant”). Employees of Operation Gratitude (the “Challenge Organizer”), as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. Void outside the 50 United States and D.C. and where prohibited by applicable federal, state, or local laws, rules or regulations. For purposes of this Challenge, persons currently residing in APO or FPO zip codes are deemed residing in the United States and are eligible to enter.

2. Agreement to Official Rules: By participating in the Challenge, you fully and unconditionally agree to and accept these Official Rules and the decisions of the Challenge Organizer, which are final and binding in all matters related to the Challenge. Whether or not you receive an Incentive is contingent upon fulfilling all requirements set forth in these Official Rules. The Challenge is subject to all applicable federal, state, and local laws.

3. Challenge Period: The Challenge opens May 3, 2019 at 12:01 am Pacific Standard Time (PST) and ends May 18, 2019 at 11:59 pm PST (the “Challenge Period”).

4. How to Enter: During the Challenge Period, Entrants will hand-knit or hand-crochet as many scarves as they can according to the following specifications: Scarves must be solid red in color, with dimensions no smaller than four (4) inches in width and forty-eight (48) inches in length, and no larger than six (6) inches in width and fifty (50) inches in length. Only shades of red listed in the “Shades of Red” article on Wikipedia (https://en.wikipedia.org/wiki/Shades_of_red) are acceptable. Send all completed handmade scarves (“Entry”), including a completed and printed Donation Form from the Operation Gratitude website (<https://www.operationgratitude.com/product-donation/>), to Operation Gratitude, postmarked no later than Monday May 20, 2019.

For additional information about making scarves for the RED Scarf Challenge, please refer to the FAQs on the Operation Gratitude website: <https://www.operationgratitude.com/express-your-thanks/handmade-with-love/>

5. Incentives: The following incentives will be awarded to the Entrants who create and submit the most handmade scarves during the Challenge Period:

1. TOP ENTRANT

- a. **Fifty (50) skeins (4-6 ounces each) of yarn**
- b. **Direct contact with the deployed heroes from a specific military unit who will receive Entrant's specific scarves**
- c. **Entrant's name and number of submitted scarves featured on Operation Gratitude's Social Media platforms (circulation: 300,000+)**
- d. **Photos of Entrant's scarves featured on Operation Gratitude's Social Media Platforms**

2. TOP THREE ENTRANTS

- a. **Direct contact with the deployed heroes who will receive Entrant's specific scarves**
- b. **Entrant's name and number of submitted scarves featured on Operation Gratitude's Social Media platforms (circulation: 300,000+)**
- c. **Photos of Entrant's scarves featured on Operation Gratitude's Social Media Platforms**

3. TOP TEN ENTRANTS

- a. **Entrant's name and number of submitted scarves featured on Operation Gratitude's Social Media platforms (circulation: 300,000+)**
- b. **Photos of Entrant's scarves featured on Operation Gratitude's Social Media Platforms**

Incentives are personal to the Entrant, are non-transferable, and no substitution will be made unless the Challenge Organizer, in its sole discretion, determines otherwise. Incentive must be accepted as awarded and the odds of winning are dependent upon the total number of eligible entries received for the Challenge Period.

6. Incentive Awardee Determination: Incentive awardees will be notified of their award by email at the email address provided by you on the Donation Form. If an awardee does not respond to the email notification within three (3) days, an alternate awardee will be selected to receive the Incentive.

7. To Redeem Incentive: Except where prohibited, the potential awardee (parent/legal guardian if awardee is a minor in his/her state of residence) will be required to execute and return to Challenge Organizer, within ten (10) days of the date notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release ("Affidavit") in order to claim his/her Incentive. If a potential awardee cannot be contacted, fails to execute and return the Affidavit within the required time period (if applicable), or Incentive is returned as undeliverable, potential awardee forfeits the Incentive. Acceptance of any Incentive shall constitute and signify awardee's agreement and consent that the Challenge Organizer may use the awardee's, name, city, state, likeness, scarves or photos thereof and/or Incentive information in connection with the Challenge, worldwide, including the Internet, without limitation and without further payment or consideration, except where prohibited by law. Each awardee (or parent/guardian if awardee is a minor) is responsible for all taxes and fees associated with receipt of the Incentive.

8. General Conditions:

All scarves submitted become the property of the Challenge Organizer. The Challenge Organizer reserves the right to cancel, suspend and/or modify the Challenge, or any part of it, if any fraud, technical failures or any other factor beyond Challenge Organizer's reasonable control impairs the integrity or proper functioning of the Challenge, as determined by the Challenge Organizer's sole discretion.

All acceptable and appropriate scarves submitted pursuant to this Challenge will be distributed to members of the Military community in accordance with Operation Gratitude's normal procedures.

The Challenge Organizer has the right to verify each Entrant's eligibility and compliance with these Challenge Rules. If in the opinion of the Challenge Organizer, you use fraudulent or improper methods to subvert the rules of this Challenge, you will be disqualified from participation in the Challenge.

Entrants and parents/guardians of Entrants in the Challenge assume all risk of loss, damage, destruction, delay or misdirection of materials/mail/email submitted to Challenge Organizer. As between Entrants and Challenge Organizer, the Challenge Rules shall not be construed to constitute the parties as partners, joint venturers, principal and agent, employer and employee, co-owners or allow any party to create or assume any obligation on behalf of the other party.

9. Liability Provisions: Challenge Organizer is not responsible for human error, theft, destruction, or damage to any Entry, or for other factors beyond the reasonable control of the Challenge Organizer that make the continuation of the Challenge or the application of the Challenge to any Entry impractical.

Each Entrant assumes all risk of loss or liability whatsoever arising from or connected to their Entry. The Challenge Organizer makes no warranty, representation or guarantee, express or implied, in connection with its ability to in any way enable, develop or market the scarves submitted in an Entry.

By entering the Challenge, each Entrant agrees to release, hold harmless and indemnify the Challenge Organizer and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and each of their respective parent companies and each such company's officers, directors, employees and agents (individually or collectively, the "Released Parties") from and against any claim, loss or liability including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Challenge or, if applicable, receipt or use or misuse of any Incentive (individually or collectively, "Losses").

Challenge Organizer shall not be liable to an awardee of an Incentive or any other person acting on behalf of the awardee of the Incentive for failure to supply the Incentive or any part thereof, by reason of the Incentive becoming for reasons beyond the reasonable control of the Challenge Organizer unavailable or impracticable to award, or for any "force majeure" event such as technical or equipment failure, terrorist acts, labor dispute, or act/omission of any kind (whether legal or illegal), transportation interruption, civil disturbance, or any other cause similar or dissimilar beyond Challenge Organizer's reasonable control.

Entrants acknowledge and agree that the Released Parties shall not be responsible for any of the following: delayed or failed delivery of scarves to the Challenge Organizer; delayed, failed, partial or garbled computer transmissions; technical failures of any kind, including, but not limited to, lost, interrupted or unavailable network, server, Internet Service Provider (ISP), the Operation Gratitude website ("Site") or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines or technical failures or difficulties; the incorrect or inaccurate capture or failure to capture information whether caused by Site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Challenge, Entry, or other information; the failure to capture any such information; or errors of any kind whether human, mechanical, electronic, network or otherwise arising out of or relating to the Challenge, theft, loss, destruction or damage to the Entries, in whole or in part, or other factors beyond their reasonable control. The Released Parties are not responsible for injury or damage to Entrants' or to any other person's computer related to or resulting from participating in the Challenge or downloading materials from or use of the Site.

CAUTION: ANY ATTEMPT BY AN ENTRANT OR AGENT THEREOF TO DELIBERATELY DAMAGE THE SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CHALLENGE IS A VIOLATION OF APPLICABLE CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, ENTRANTS ACKNOWLEDGE AND AGREE THAT CHALLENGE ORGANIZER RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW AND TO DISQUALIFY ENTRANT(S) FROM THE CHALLENGE.

LIMITATIONS OF LIABILITY AND RELEASE: BY ENTERING, ENTRANTS AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE RELEASED AND HELD HARMLESS BY ENTRANT AND ENTRANT'S HEIRS, EXECUTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FOR ANY CLAIMS,

LIABILITIES, OR CAUSES OF ACTION OF ANY KIND OR NATURE FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES TO PERSONS, INCLUDING, WITHOUT LIMITATION, DISABILITY OR DEATH, AND DAMAGE TO PROPERTY, DUE IN WHOLE OR IN PART, ARISING DIRECTLY OR INDIRECTLY, NOW OR IN THE FUTURE FROM THE DELIVERY, ACCEPTANCE, USE OR MISUSE OF THE INCENTIVE, ANY AND ALL USE AS PROVIDED HEREIN OF YOUR ENTRY, OR PARTICIPATION IN THIS CHALLENGE AND/OR ANY RELATED ACTIVITY. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, IN WHICH CASE SUCH LIMITATION OR EXCLUSION SHALL APPLY ONLY TO THE EXTENT PERMITTED BY THE LAW IN THE RELEVANT JURISDICTION.

10. Choice of Law: These Challenge Rules shall be governed by and construed in accordance with the laws of the State of California and the United States, as applicable herein, without reference to its conflicts of laws principles. Any and all disputes, claims, and causes of action with the Challenge Organizer arising out of or connected with this Challenge, other than the determination or validity of claims, shall be resolved individually, and exclusively by arbitration under the American Arbitration Association, in accordance with its rules, as amended from time to time.

11. Privacy Policy: By entering information on the Donation Form, you consent to the use of such information to administer, implement and fulfill this Challenge. Information collected from Entrant will be processed in accordance with the Challenge Organizer's Privacy Policy, as set out at <https://www.operationgratitude.com/privacy-policy/>

12. Challenge Organizer: Operation Gratitude Inc., PO Box 260257, Encino CA 91426-0257

OperationGratitude.com | **QUESTIONS?** HWL@OperationGratitude.com | 1-800-651-8031



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