

**KANSAS HEALTH FOUNDATION  
FACEBOOK SWEEPSTAKES  
WIN \$200 For Your Favorite Kansas Nonprofit  
#KHFGivingTuesday  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.**

**THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK, TWITTER OR INSTAGRAM. YOU UNDERSTAND THAT YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO THESE COMPANIES.**

1. Introduction. The Kansas Health Foundation (“Sponsor”) is offering the “#KHFGivingTuesday” sweepstakes (the “Sweepstakes”).

2. Eligibility. THE SWEEPSTAKES IS ONLY OPEN TO LEGAL RESIDENTS OF THE UNITED STATES OVER 18 YEARS OF AGE ON THE DATE OF ENTRY WHO MEET THE OTHER QUALIFICATIONS OF THESE OFFICIAL RULES (“you” or “entrant”). The Sweepstakes is subject to all applicable federal, state, and local laws, and VOID WHERE PROHIBITED, including without limitation, any jurisdiction where registration of the Sweepstakes or other action, including making additional disclosures, is needed to comply with applicable law, including without limitation New York and Florida. Directors, officers and employees of Sponsor, its parent, the Sweepstakes judges, and any of their respective affiliate companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, and immediate families of each are not eligible to win any prizes. To be eligible to win a prize, entries must be completed and received by Sponsor in the format designated below. In the event of any dispute, entries will be deemed to have been submitted by the owner of the email address from which the email was sent.

3. No Purchase Necessary. There is no cost to enter or win this Sweepstakes. No purchase or payment of any kind is necessary to enter or win this Sweepstakes. Purchase of a product or service from Sponsor or any of its affiliated companies will not improve the chance of winning.

4. Sweepstakes Period. The Sweepstakes will commence on 12:01 a.m. CST on Sunday, Nov. 26, 2017 (the “Start Date”), and will continue until 11:59 PM CST on Tuesday, Nov. 28, 2017. (the “Deadline”). The period of time from the Start Date to the Deadline is the Sweepstakes period (“Sweepstakes Period”). All entries must be received during the Sweepstakes Period to be eligible to win a prize.

5. How to Enter. During the Sweepstakes Period, you can enter the Sweepstakes in the following way: Anytime between Sunday, Nov. 26 and Tuesday, Nov. 28, if you contribute to a nonprofit organization in Kansas or one benefiting Kansans, post about it on Facebook, Twitter or Instagram, and use make sure and use #KHFGivingTuesday. If you don’t use social media, but would still like to enter to win, you can send your information, via email, to [cwillhite@khf.org](mailto:cwillhite@khf.org) and use the subject line #KHFGivingTuesday. For every post or email, the nonprofit organization mentioned will receive one (1) entry into the drawing.

In the event of a dispute as to the identity of a potential winner based on an email address, the potential winning entry will be declared made by the authorized account holder of the email address submitted at time of entry, provided such person meets the eligibility requirements of these Official Rules. “Authorized account holder” is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

6. Internet. The use of any automated launching or entry software or any other mechanical or electronic means that permits you to automatically enter repeatedly is prohibited. Any use or attempt to use by you of such means to enter the Sweepstakes will result in your disqualification from the Sweepstakes. You may not enter the Sweepstakes with multiple entries or use any other device or artifice to enter multiple times or as multiple registrants. Anyone who attempts to enter with multiple email addresses under multiple identities or uses any device or artifice to register multiple times will be disqualified and forfeit any prize won. If for any reason the Sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, the Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes. In the event that the Sweepstakes is cancelled or terminated prior to the stated end date, Sponsor will randomly select the winners for the Sweepstakes from among all eligible, non-suspect, entries received prior to the time of the action or event warranting such cancellation/termination. Proof

of entering information on the Site is not considered proof of delivery or receipt by the Sponsor. The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, or destruction or unauthorized access to, or alteration of, entries. The Sponsor is not responsible for electronic transmissions or entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed or misdirected, or for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any entry to be received by the Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, or for any injury or damage to your or any other person's computer relating to or resulting from your participation in the Sweepstakes or the downloading or accessing of any materials in the Sweepstakes.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND SEEK DAMAGES OR OTHER REMEDIES FROM YOU AND ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

7. Determination of Winners. The winners of the Sweepstakes will be randomly selected from all qualifying entries. Each winner will be notified by email or other means as determined by Sponsor (at its discretion). If a winner drawn is a resident of a state or other jurisdiction where this Sweepstakes is prohibited or other registration or action is required, another entry will be drawn to determine the winner. To claim a prize, Potential Winners should follow the instructions contained in their notification. Unless prohibited by law, as a condition of being awarded any prize, Potential Winners will be required to execute and deliver to Sponsor within fifteen (15) days after delivery of written notification of the prize: (a) a signed Affidavit of Eligibility, which includes an acceptance of these Official Rules, as well as a Liability Release and a Publicity Release; and (b) tax disclosures required by Sponsor, such IRS Form W-9. Potential Winners are responsible for ensuring return of all required materials; proof of sending will not be considered proof of receipt by Sponsor.

8. Prizes. The total cash value of all prizes shall not exceed \$200 per winning organization. Please note, the prizes are for the organizations mentioned in social media posts, and no prizes or funding can be awarded to the individuals posting. The prizes are as follows.

(a) Four (4) Kansas nonprofit organizations will each receive \$200 in KHF funding.

ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNER.

Prizes returned as undeliverable or otherwise not claimed within fifteen (15) days after delivery of written notification will be forfeited and may, in Sponsor's sole discretion, be awarded to an alternate winner. 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. Except where prohibited, 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).

9. Odds of Winning. The odds of winning are dependent on the number of Entries received.

10. Additional Conditions – Use of Entrant Information. Except where prohibited by law, by entering the Sweepstakes, entrant consent to the use of entrant's name, photo and/or likeness, biographical information, and statements attributed to entrant (whether or not true) for advertising and promotional purposes without additional compensation.

11. Limitations and Laws. BY SUBMITTING ANY ENTRY, THE ENTRANT AGREES THAT THE SPONSOR, ITS PARENTS, SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTION AGENCIES, AND ALL OF THE FOREGOING'S OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, DISTRIBUTORS, AND AGENTS, WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE HELD HARMLESS BY EACH ENTRANT AND WINNER FOR ANY LIABILITY FOR ANY INJURY, LOSS, OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING DEATH AND PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE OR PARTICIPATION IN THIS SWEEPSTAKES OR PARTICIPATION IN ANY CONTEST OR PRIZE RELATED ACTIVITY.

12. Governing Law. The Sweepstakes is intended for participation in the United States only, and you agree that the Sweepstakes and the Official Rules is governed by and shall be construed only according to the laws of Kansas and the United States (as applicable).

13. Disclaimer. Sponsor will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) telephone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures; or (c) any Sweepstakes disruptions, injuries, losses or damages caused by events beyond the control of Sponsor.

14. General Release. To the fullest extent permitted by law, by entering the Sweepstakes, entrant releases 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 Sweepstakes 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.

15. Exclusions. Some jurisdictions do not allow the disclaimer of implied warranties and/or limitations of liability for certain types of damages. In such jurisdictions, some of the foregoing disclaimers and limitations may not apply to entrant. In such states the warranties provided by Sponsor and the liability of the Released Parties will be limited to the fullest extent permitted by law.

16. Winners List; Official Rules Request. All winners will be announced on KHF's social media channels on the morning of Wednesday, Nov. 29, 2017. For a copy of the winners list, mail your request to the address listed below with a stamped, self-addressed, business-size envelope after Nov. 30, 2017, and before Dec. 3, 2017 to the Kansas Health Foundation, attention Chase Willhite, 309 E Douglas, Wichita, KS 67202. To obtain a copy of these Official Rules, send a stamped, self-addressed business-size envelope to Sponsor at the mail address listed below.

17. Miscellaneous. Entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Entrants who violate these Official Rules, tamper with the operation of the Sweepstakes, or engage in any conduct that is detrimental or unfair to Sponsor, the Sweepstakes or any other entrant (in each case as determined in Sponsor's sole discretion) are subject to disqualification from entry into the Sweepstakes. Sponsor reserves the right to disqualify persons whose eligibility is in question or who are otherwise ineligible to enter the Sweepstakes. These Official Rules constitute the complete rules and supersedes all prior agreements and understandings. These Official Rules may not be amended except by written amendment adopted by the Sponsor. If you have any questions about these Official Rules or the Sweepstakes, please e-mail them or send written questions to the addresses listed below.

Sponsor's Mail Address: Kansas Health Foundation, 309 E Douglas, Wichita, KS 67202

Sponsor's E-mail Address: [sweepstakes@khf.com](mailto:sweepstakes@khf.com)