

GIRLS ON THE RUN GREATER TAMPA BAY

2021 PELOTION CHARITY DRAWING

Official Rules

NO PURCHASE OR DONATION NECESSARY.
VOID WHERE PROHIBITED.



THE PROMOTION FEATURED ON THIS FUNDRAISING PAGE, [CHARITY AUCTIONS TODAY](#), AND FUNDS RAISED BENEFIT GIRLS ON THE RUN GREATER TAMPA BAY., EIN: 82-1793509, A NOT FOR PROFIT SUBORDINATE ORGANIZATION OF GIRLS ON THE RUN INTERNATIONAL'S FEDERAL GROUP TAX EXEMPTION NUMBER 6150 AS DESCRIBED IN SECTION 501(C)3 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED. THE MISSION OF GIRLS ON THE RUN GREATER TAMPA BAY IS HERE: GOTRTAMPA.ORG.

***One (1) prize will be made available. The prize is a new Peloton stationary exercise basic bike, bike mat, and shoe clips. Delivery in the United States and assembly is included. Monthly digital Peloton All Access Membership is not included.**

1. Eligibility: To be eligible to enter the “2021 Peloton Charity Drawing” (the “Drawing”), you must be:

- (1) an individual 18 years old at the time of entry;
- (2) not an employee, officer, director, or agent of the Sponsor, as defined below, or any of its parents, affiliated companies, subsidiaries, licensees, suppliers, printers, or advertising or drawing agencies, nor a shareholder of any of the foregoing companies (but only if such company is not a publicly traded company), and not otherwise involved with or associated with the Drawing;
- (3) not an immediate family member or a household member of any individual referenced in item (2) above. “Immediate family members” means parents, step-parents, children, step-children, siblings, half-siblings, step-siblings, spouses, and domestic partners. “Household members” means people who have the same residence at least three (3) months during the past twelve (12) months prior to the date of the Drawing. The Drawing is subject to all applicable laws and regulations. The Drawing is void where prohibited; and

2. Sponsor & Administrator: Girls on the Run Greater Tampa Bay, (herein referred to as “Sponsor”), is a 501(c)(3), not-for-profit organization located at 2519 N. McMullen Booth Road, Suite 510145, Clearwater, FL 33761. The prize is made possible through a donation by a Girls on the Run Board Member. Peloton is not affiliated with this drawing.

3. Agreement to Official Rules: By participating in the Drawing, entrant represents and warrants that he/she has read and understood, and fully and unconditionally agrees to and accepts, these Official Rules and that the decisions of the Sponsor are final and binding in all matters related to the Drawing. The ability to be selected via this Drawing is contingent upon fulfilling all requirements set forth herein.

4. Entry Period: The Drawing entry period begins at 8:00:00 A.M. Eastern Time (“ET”) on April 5, 2021 and ends at 8:00:00 P.M. ET on April 19, 2021 (the “Drawing Period”). Charity Auctions Today ([website](#)) server and computer clock is the official time-keeping device for the Drawing. Sponsor makes no representations or warranties that the leaderboard or donation scroll box on Charity Auctions Today or elsewhere will be updated on a real-time basis, will always be accurate or will represent the official entrants, odds, results or leaders at any time before, during or after the Drawing Period. The leaderboard, donation scroll lists and any similar lists tallying donations are unofficial tallies of the amounts of donations in a campaign and may not accurately reflect the donations made based on a variety of factors. Results of the Drawing are not official until Sponsor expressly announces the final results and verifies the winners. The Drawing shall be conducted on April 20, 2021 at 12:00 P.M. (but not until after the end of the Drawing Period) and will be broadcast live on the Girls on the Run Greater Tampa Bay Facebook page at <https://www.facebook.com/GOTRTampaBay>.

5. How to Enter: NO PURCHASE OR DONATION IS REQUIRED TO ENTER OR WIN THE DRAWING. MAKING A PURCHASE OR DONATION WILL NOT INCREASE AN ENTRANT’S ODDS OF BEING SELECTED. ENTRANTS WILL HAVE THE OPPORTUNITY TO MAKE A DONATION UPON PROVIDING AN ENTRY, BUT SUCH DONATION IS NOT REQUIRED AND WILL NOT INCREASE THE PARTICIPANT’S CHANCE OF WINNING.

During the Drawing Period, unlimited entries are allowed by either of the following methods of entry: (a) an online donation to Girls on the Run Greater Tampa Bay on [Charity Auctions Today](#), the suggested donation amount is fifty dollars (\$50) for a single entry or two hundred dollars (\$200) for six entries); or (b) free mail-in entry to Girls on the Run Greater Tampa Bay. Detailed instructions here:

- (a) **Method of Entry One:** Go to Charity Auctions Today (the “Website”) here: [Charity Auctions Today](#) and follow the on-screen instructions to donate the suggested fifty dollars (\$50) per entry or two hundred dollars (\$200) for six entries via the online Method of Entry One, to get an entry for a chance to win. Any donation in an amount less than ten dollars (\$10.00) may not be provided online, but can be provided via the mail-in process described below. Assurance of delivery of donations is the sole responsibility of the entrant. Online donations, once processed and received, are non-refundable.

Please note that although you may receive an entry via the process detailed above, the ultimate recipient of your donation may receive less than the full amount that you donate after the deduction of administrative and processing fees in accordance with the Charity Auctions Today Terms and Conditions.

- (b) **Method of Entry Two:** Send a postcard (measuring 3.5” x 5”) with your full legal name, current residential address (not a P.O. Box), telephone number, date of birth, email address, the name of this Drawing (i.e., “2021 Peloton Charity Drawing”), and state whether or not you have read and agree to these Official Rules, to:

Girls on the Run Greater Tampa Bay
2519 N. McMullen Booth Road, Suite 510145, Clearwater, FL 33761
Attention: 2021 Peloton Drawing

Your postcard must be received by Sponsor no later than 12:00:00 PM ET on April 16, 2021 in order to be eligible. Assurance of delivery to Sponsor is the sole responsibility of the entrant.

Entrants who choose to participate via Method of Entry Two can provide donations of any amount, including no donation at all. All entrants are subject to verification of eligibility before a prize can be awarded. For example, if your birthdate or address entered on the Website or provided on your postcard do not meet eligibility requirements, your entry is automatically void. Donations and postcards will not be returned. Donations made in this Drawing may not be tax-deductible. It is the individual donor’s sole responsibility to determine the tax-consequences of their donations. Consult a tax professional. You agree that Sponsor is not providing any accounting or tax advice.

Those who do not follow all of the instructions, provide the required information in their donation or entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified at Sponsor’s sole and absolute discretion. All entries that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified at Sponsor’s sole and absolute discretion. Any use of automated, programmed, or similar entry methods or agents will void all entries by the entrant who employs, or causes to be employed, such methods. Entry materials/data that have been tampered with or altered are void. Once submitted, entries become the sole property of Sponsor or its designee, and such entries will not be acknowledged or returned.

In the event of a dispute as to the identity of any entrant, the entry will be deemed submitted by the account holder of the email from which it was sent but only if such person is otherwise eligible. The “account holder” is the person assigned an email address, address or username by the entity responsible for assigning it (e.g., Gmail). Entrants may be required to show proof of being the registered account holder. If a dispute cannot be resolved to the Sponsor’s satisfaction, the entry will be deemed ineligible. Sponsor is not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid entries. During registration, entrants may be offered the opportunity to opt-in to special offers. These offers are optional, and neither acceptance nor non-acceptance by entrants will affect chances of being selected.

6. Prizes; Odds: One (1) Prize: One (1) prize will be made available. The prize consists of a new Peloton stationary exercise basic bike, bike mat, and shoe clips at the full retail price of two thousand dollars (\$2,000 USD) plus applicable taxes. The odds of an entrant being selected in this Drawing are dependent upon the number of eligible entries submitted. The prize will be awarded (assuming sufficient number of eligible entries) subject to the rules herein.

The prize is non-transferable and cannot be exchanged or returned. Shipping and assembly are included with the prize, but the winner is responsible for coordinating delivery with Peloton. Delivery times and dates are determined by Peloton as available depending on the winner's location and not by Girls on the Run Greater Tampa Bay. Monthly digital Peloton All Access Membership is not included with the prize.

If winner is unable to claim the prize for any reason, the winner will not receive any substitution or reimbursement of the prize or portion thereof. All unclaimed prizes or unused portion of the prize shall be forfeited in their entirety. The prize is 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) from Girls on the Run Greater Tampa Bay.

The winner is required to provide Sponsor with his/her name, residential addresses, telephone number, email address and must present valid government-issued photo ID (such as license, passport or Military ID) upon request.

No substitution or transfer of prizes is permitted by winner. No costs or expenses incurred by winners are included in the prize. Sponsor is not responsible for prize utility, quality or otherwise.

The winner may be required to provide Sponsor with a valid social security number before the prize will be awarded for tax reporting purposes, if applicable. Taxes and fees, and all additional costs that may be incurred, if any, are the sole responsibility of each winner. An IRS Form 1099 may be issued in the name of winner, for the actual value of the prize received. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. The approximate total value of the one (1) prize is \$2,000.00.

By accepting the prize, winner agrees to release Sponsor and its directors, employees, officers and agents, including without limitation, its advertising and promotion agencies, from any and all liability, loss or damages arising from or in connection with the awarding, receipt and/or use or misuse of prize or participation in any prize-related activity.

7. Drawing: On or before April 20, 2021 (but only after the end of the Drawing Period), Sponsor will conduct a random drawing from all eligible entries and select a total of one (1) entrant (herein referred to as "Selected Entrant"), and the selection shall be announced on April 20, 2021. THE SELECTED ENTRANT, WHO MEETS THE QUALIFICATIONS DESCRIBED HEREIN, WILL BE A PRIZE WINNER, SUBJECT TO THE SELECTED ENTRANT COMPLYING WITH AND FULFILLING ALL REQUIREMENTS OF THESE OFFICIAL RULES.

The Selected Entrant will be notified by telephone and/or email and will receive all relevant documents and materials on or before April 20, 2021. To claim their prize, the Selected Entrant must return to the Sponsor, by April 27, 2021, any and all applicable affidavits, documents, and releases, as may be required by the Sponsor. Such documents shall include, but are not limited to: Affidavit of Eligibility, Liability Release, Publicity Release.

If the Selected Entrant fails to respond, or fails to comply with any of these Official Rules, or if the Sponsor determines that a Selected Entrant is otherwise ineligible or disqualified, such Selected Entrant shall be disqualified and a re-drawing will occur at a date and time to be announced by Girls on the Run Greater Tampa Bay. No new entries will be accepted for the re-drawing.

8. Publicity: Except where prohibited by law, an entrant's participation in the Drawing constitutes entrant's consent for the Sponsor and the Sponsor's designees to use entrant's name, voice, likeness, statements, photographs, audiovisual recordings, opinions, biographical information, and state of residence for the purpose of advertising the Drawing, any subsequent drawing, contest, or other promotion by Sponsor, any event owned or licensed by Sponsor, or for any other commercial purpose, in each case in any media or manner, now known or hereafter devised, without payment, consideration, notice, or approval.

9. General Conditions: In the event that the operation, security, or administration of the Drawing is impaired in any way for any reason, including, but, not limited to, fraud, virus or other technical problem, the Sponsor may, in its sole discretion, either: (1) suspend or modify the Drawing to address the impairment and resume the Drawing in a manner that best conforms to the spirit of these Official Rules; and/or (2) choose the Selected Entrant from among all eligible entries that have registered up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry processor the operation of the Drawing or to be acting in violation of these Official Rules, or in an improper manner. Any attempt by any person to undermine the legitimate operation of the Drawing may be a violation of criminal and civil law, and, if such an attempt is made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any provision or aspect of these Official Rules shall not constitute a waiver thereof. To the fullest extent permitted by applicable law, the Sponsor and its agents assume no responsibility and are not liable for any actual or perceived loss of opportunity or damage arising in connection with the termination or suspension of the Drawing at any time and which suspension or termination is due to supervening circumstances beyond the Sponsor's control.

10. Release of Liability: Except where prohibited, by participating in the Drawing, entrants agree to release, indemnify, defend, and hold harmless Sponsor and each of its related companies, parents, subsidiaries, affiliates, event hosts, sponsors, and their respective agents and agencies, and their respective officers, directors, employees, shareholders, members, and agents (the "Released Parties") from and against any and all claims, actions, losses, injuries, damages, expenses, fees, taxes, assessments, judgments, or causes of action arising out of or in connection with participation in the Drawing including, but not limited to: (1) unauthorized intervention in the Drawing; (2) any technical error related to computers, servers, providers, or telephone or network lines; (3) printing errors; (4) any error in the administration of the Drawing or the processing of entries; (5) any late, lost, or undeliverable entry; or (6) injury or damage to, or taxes related to, any person or property, or the death of any person, that may be caused, directly or indirectly, in whole or in part, from any entrant's participation in the Drawing by any person.

11. Limitations of Liability: Entrant agrees that in any cause of action, the Released Parties' liability for any and all claims, judgments, and awards will be limited to the reasonable out-of-pocket expenses actually paid for by the entrant that are directly related to entering and participating in this Drawing (which, for the avoidance of doubt, excludes, for example, telephone expenses and Internet access), and in no event shall any of the Released Parties be liable for attorney's fees.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE ENTRANT WAIVES THE RIGHT TO CLAIM ANY OTHER DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, COMPENSATORY, CONSEQUENTIAL, DIRECT, OR INDIRECT DAMAGES, DAMAGE TO PROPERTY OR PERSON, OR ANY LOSS OF DATA, LOST PROFITS OR INCOME, OR LOSS OF CONSORTIUM, OR CLAIMS

BY THIRD PARTIES, AND THE ENTRANT FURTHER WAIVES ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MIGHT NOT APPLY TO YOU.

WITHOUT LIMITING THE GENERALITY OR EFFECT OF THE FOREGOING: NONE OF THE RELEASED PARTIES MAKES ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY PROMOTIONAL WEBSITE AND NONE OF THE RELEASED PARTIES WILL BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS RELATED THERETO. NONE OF THE RELEASED PARTIES IS RESPONSIBLE FOR LOST, LATE, INCOMPLETE, ILLEGIBLE, INACCURATE, DELAYED, GARBLED, DAMAGED, STOLEN OR MISDIRECTED ENTRIES, OR PROBLEMS OF ANY KIND RELATED THERETO, WHETHER OF MECHANICAL, HUMAN, OR ELECTRONIC CAUSE OR ORIGIN. ENTRANTS AGREE THAT NONE OF THE RELEASED PARTIES HAS MADE OR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE), IN FACT OR IN LAW, RELATIVE TO THE DRAWING.

If for any reason an entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Drawing; provided that if it is not possible to award another entry due to discontinuance of the Drawing for any reason, Sponsor, at its discretion, may elect to hold the selection from among all eligible entries received up to the date of discontinuance for any prize offered.

12. Choice of Forum; Governing Law: Entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Drawing shall be resolved solely and exclusively by the United States District Court for the Middle District of Florida (Tampa Division) or the appropriate Florida State Court located in Pinellas County, Florida. All issues and questions concerning the construction, validity, interpretation, or enforceability of these Official Rules shall be governed by, and construed in accordance with the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules that would result in the application of the laws of any other jurisdiction. All matters relating to the Drawing shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules that would result in the application of the laws of any other jurisdiction.

13. No consideration: Entrant agrees that his or her participation in this Drawing or in any activity related to this Drawing in no way constitutes consideration in exchange for any future promise, conduct or behavior on behalf of the entrant, the Sponsor or anyone else in the context of formation of any contract or for the participation in any lottery or game of chance.

14. Name of Selected Entrant: The name of the Selected Entrant from the Drawing will be posted on the Girls on the Run Greater Tampa Bay [Facebook](#) page.

15. Questions: Send an email to: girlsontheruntampabay@gmail.com with "2021 PELOTON CHARITY DRAWING" in the subject line.

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This sweepstakes is not sponsored, endorsed, or administered by Peloton or Charity Auctions Today.

