

**WIN A TWO NIGHT STAY AT THE FAIRMONT COPLEY PLAZA HOTEL DURING THE 2019  
BOSTON MARATHON  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR CLAIM PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**THE PROMOTION IS NOT OPEN TO THE GENERAL PUBLIC. THE PROMOTION IS VOID OUTSIDE OF THE UNITED STATES AND CANADA (EXCLUDING QUEBEC), WHERE PROHIBITED OR RESTRICTED BY LAW AND WHERE BONDING, REGISTRATION, OR OTHER REQUIREMENTS WOULD BE REQUIRED BUT HAVE NOT BEEN MET, OR WHERE THE METHODS OF ENTRY SET FORTH BELOW WOULD BE DEEMED CONSIDERATION. ALL APPLICABLE FEDERAL, STATE, PROVINCIAL, TERRITORIAL, MUNICIPAL AND LOCAL LAWS AND REGULATIONS APPLY.**

**THESE OFFICIAL RULES CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST SPONSOR AND/OR CROWDRISE (EACH, AS DEFINED BELOW) TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST SPONSOR OR CROWDRISE ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.**

**1. INTRODUCTION:** The ‘Win a Two Night Stay at the Fairmont Copley Plaza Hotel During the 2019 Boston Marathon’ Promotion (hereinafter, the “Promotion”) consists of a sweepstakes that begins on February 25, 2019 at 2:00pm ET and ends at on March 11, 2019 at 11:59:59am ET, such period referred to herein as the “Promotion Period”. The Promotion is sponsored and administered by GoFundMe, Inc. (“Sponsor” and “Administrator”), which operates a crowdfunding platform called CrowdRise (“CrowdRise”). The prize is provided by John Hancock Life Insurance Company (U.S.A.) (“Prize Provider”). By participating in the Promotion, each entrant accepts the terms and conditions stated in these Official Rules, agrees to be bound by the decisions of the Sponsor and warrants that such entrant is eligible to participate in the Promotion. To win the prize, you must comply with all facets of the Official Rules and all decisions by Sponsor. CrowdRise’s computer is the official clock for the Promotion.

**2. ELIGIBILITY:**

*Entrant Eligibility*

The Promotion is open to individuals who are at least age 18 or the age of majority in your jurisdiction, whichever is greater who are legal residents of the 50 United States or the District of Columbia and Canada (excluding Quebec) (the “Eligibility Area”) and who agree to these Official Rules. To be eligible to enter and win, you must be on CrowdRise.com here: <https://www.crowdrise.com/2019BostonMarathon> (the “Website”) with the ability to fundraise for Official John Hancock Nonprofit Program charity teams and Boston Athletic Association Official Charity Program partners (the “Purpose”). Do not enter the Promotion if your country of residence, age or any other rule or law prohibits or restricts you from entering or participating in the Promotion, or prohibits, restricts or limits the award of the prize. You must be able to accept the award of the prize without rules or restrictions imposed by the jurisdiction in which you live. Employees of Sponsor, Prize Provider and their respective parents, affiliate companies, subsidiaries, agents, judges, advertising and promotion agencies and anyone involved in the development or execution of the Sweepstakes, as well as the immediate family (spouse, parents, siblings, and children and their respective spouses, regardless of where they live) and household members of each such employee, whether or not related, are not eligible. All federal, state, provincial, municipal, territorial and local laws, rules and regulations apply. Entrants and entries are subject to all local rules. Void outside of the Eligibility Area and where prohibited by law. All entries made in connection with the Promotion are governed by the Promotion Rules. The CrowdRise Terms and Conditions (<https://www.crowdrise.com/about/terms>) apply. In the event of a conflict between these Official Rules and the CrowdRise Terms and Conditions, these Official Rules govern and control only to the extent of such conflict.

Entries that are submitted in connection with the Promotion will only be eligible if (A) the entrant’s fundraising

campaign on the Website, and related content posted by the entrant, does not contain content that is unlawful, hateful or obscene, in the Sponsor's discretion, and (B) funds from the Campaign are being used, and will continue to be used, solely for the Purpose.

#### *Donation Eligibility*

Donations must be made on the Website via the Campaign page using a credit card through CrowdRise and its third party payment processor during the Promotion Period to count toward the Promotion. Donations made outside of the Promotion, outside the Promotion Period and/or offline, even if recorded on the Website, including, but not limited to, donations by cash, credit card, money order, donations made to a Charity's non-Promotion website or an ineligible fundraising page on CrowdRise.com, or any other donations not successfully processed online via credit card ("offline donations") are not eligible and will not be counted toward the Promotion.

**Donations can take time to process.** All donations must be successfully processed to completion through CrowdRise and its third party payment processor(s) **before** the end of the Promotion Period in order to count toward the total amounts raised for the applicable Campaign. CrowdRise has the right to verify any such donation, and any such donation that is subject to chargeback or dispute may not count toward the total amount raised. Neither Sponsor nor CrowdRise is responsible for any delays in processing any donations. The list of donations on any particular Campaign page, if any is displaying or any similar tally of donation(s), 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 Promotion are not official until Sponsor and/or CrowdRise, or their respective duly authorized representatives, verify the winners.

Assurance of delivery and processing of donations is the sole responsibility of the entrant. Donations are non-refundable. Please note that although you may receive entries for the full amount of your eligible donation in accordance with the terms in these Official Rules, 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 CrowdRise Terms and Conditions.

An entrant may, but is not required to, donate any money to their own fundraising campaign that would be counted towards its donations for the Promotion.

**3. HOW TO ENTER:** Your participation in the Sweepstakes is voluntary and does not require you to purchase anything from the Sponsor or Prize Provider or to make any donations or perform any fundraising through CrowdRise. During the Promotion Period, enter the Sweepstakes by either of the following methods of entry to be entered into a random drawing for a chance to win:

- (a) **Method One: Fundraise.** If you do not already have a CrowdRise account, visit the Website here: <https://www.crowdrise.com/2019BostonMarathon> to create a free user account; and create a fundraising campaign (a "Campaign") on the Site to raise eligible donations (per Section 1 above) for the Purpose. Fundraise at least five hundred dollars (\$500) to your Campaign.
- (b) **Method Two: Free Method of Entry.** During the Promotion Period, go to: <https://www.crowdrise.com/FreeAlternateMethodofEntry> and follow the on-screen instructions to submit a "Free Alternate Method of Entry" form. Include the name of the Promotion which is: Win a Two Night Stay at the Fairmont Copley Plaza Hotel During the 2019 Boston Marathon.

Limit: one (1) entry and prize per entrant. Your participation in the Promotion is voluntary and does not require you to purchase anything from the Sponsor or CrowdRise. The CrowdRise Terms and Conditions (<https://www.crowdrise.com/about/terms>) and Privacy Policy ([www.crowdrise.com/about/privacy](https://www.crowdrise.com/about/privacy)) apply. In the event of a conflict between these Official Rules and either the CrowdRise Terms and Conditions or the Privacy Policy, these Official Rules govern and control only to the extent of such conflict.

**4. PRIZES:** There will be one (1) winner who will receive a Two Night Stay at the Fairmont Copley Plaza Hotel (standard room, double occupancy), located in Boston, MA. The two-night stay will be during the 2019 Boston Marathon race weekend, on dates to be determined by Prize Provider in their sole and absolute discretion.

The total approximate retail value (“ARV”) is six hundred dollars (\$600).

The prize is non-transferable by the winner, and no cash equivalent or substitution of prize is offered, except at the sole discretion of Prize Provider. All prize details not specified in these Official Rules will be determined in Prize Provider’s sole and absolute discretion. In order to receive a prize, Potential Winner may be required to provide proof of identification or eligibility. Winner will be solely responsible for all federal, state, provincial, territorial, municipal and/or local taxes, and for any other fees or costs associated with the prizes they receive. 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). Shipping will only be to the verified winner’s physical mailing address (no P.O. Boxes) used at the time of entry, which must be in the Eligibility Area, except in Prize Provider’s sole and absolute discretion. Neither Sponsor nor Prize Provider are or shall be responsible or liable for late, lost, misdirected or unsuccessful efforts to notify the Potential Winner or for the prize utility, quality, or damages of any kind during shipping or anytime thereafter. In the event that Prize Provider is unable to provide a winner with their prize or any portion thereof, the Prize Provider may elect, at Prize Provider’s sole discretion, to provide such winner with the approximate value of such item in cash or award an alternate prize of comparable or greater value, as determined by Prize Provider in its sole discretion. No cash equivalent or other substitution of prize is offered. Winner is required to provide a credit card to the hotel at the time they arrive for incidentals and other charges not expressly stated herein.

**5. SELECTION AND VERIFICATION OF WINNER AND ODDS:** Within one (1) day of the end of the Promotion, the sweepstakes winner will be determined by selecting one (1) entrant in a random drawing. The selected entrant may be required to correctly answer a mathematical skill-based test question administered by Sponsor prior to being declared a Potential Winner (the “Potential Winner”). The Potential Winner will be notified by CrowdRise via e-mail. Odds of winning depend upon the total number of eligible entries you submit and the total number of eligible entries overall that are received for the Promotion. Any attempts to exceed the limit of number of entries into the Promotion by any method, including but not limited to, using multiple email addresses or accounts or robotic entries, are prohibited, and Sponsor reserves the right in its sole discretion to disqualify all suspect entries. An individual may not enter on behalf of another individual or transfer his/her entry to another person. An individual may be required to show proof of ownership of their account used to enter the Promotion. In the event any Potential Winner does not accept the prize within seven (7) days of notification, any Potential Winner is ineligible, or the prize or prize notification is not deliverable, one (1) alternate entrant will be contacted, time permitting. Neither Sponsor nor CrowdRise is responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify the Potential Winner. Winner agrees to the use of their name, address (by reference only to the state, province, county or region), likeness, and/or prize information by Sponsor and/or CrowdRise for advertising, promotional and other purposes in any medium without additional permission or compensation to the extent permitted by law. Where lawful, the Potential Winner may be required to sign and return a Publicity Consent and Liability Release and/or Form W9 (or other applicable filing) concerning the prize. Additional paperwork, releases, background checks or screenings, to the extent allowed by law, may also be required before a prize can be awarded.

**6. RELEASE; LIMITATIONS OF LIABILITY; GENERAL CONDITIONS:** Sponsor and CrowdRise, and their respective parents, affiliates, subsidiaries and advertising and promotion agencies and all of their respective officers, directors, shareholders, partnership, members, principals, employees, agents, contractors or suppliers (collectively, “Released Parties”) are not responsible for late, lost, stolen, damaged, garbled, incomplete, mistyped, misaddressed or misdirected entries, emails, mail or communications; for errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices; or for transmission lines or data corruption, theft, destruction, unauthorized access to or alteration of entry materials, loss or otherwise; or for any delays in payment processing. Further, Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email account to receive email messages or insufficient space on entrant’s computer. The use of automated software or computer programs to register or to enter the Promotion is prohibited, and any entrant who uses or attempts to use such methods to register or to enter will be disqualified. Released Parties disclaim any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with, the Promotion, and Sponsor reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Promotion or any promotions should any virus, bug, technical failures, unauthorized human intervention or other causes beyond Sponsor’s or CrowdRise’s control corrupt or affect the administration, security, fairness, integrity or

proper conduct of the Promotion. In the event of any such cancellation, termination or suspension, a notice will be posted and, if winner(s) can be selected among all eligible, non-suspect entries received prior to such time, winner(s) will be selected. Sponsor and CrowdRise reserve the right to disqualify any entrant (and his/her Promotion entry) from the Promotion, any other promotions conducted now or in the future by Sponsor or CrowdRise or any of their affiliates if he/she tampers with the entry process or if his/her fraud or misconduct affects the integrity of the Promotion or if he/she engages in any inappropriate or unacceptable behavior in connection with the Promotion. CrowdRise reserves the right to correct clerical or typographical errors in promotional materials. By participating in the Promotion, each entrant warrants that he/she is eligible to participate in the Promotion and releases and holds harmless 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, and claims based on publicity rights, copyright, trademark, defamation or invasion of privacy, arising out of participation in the Promotion or entries that are ineligible (including, if entry is made by donation, if not processed prior to the end of the Promotion Period). By accepting the prize, winner(s) agrees to release Released Parties and their 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. All Promotion participants acknowledge and agree that normal Internet access, phone and usage charges imposed by their online, phone or similar providers may apply in order to participate in the Promotion and accept the prize. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The Promotion and all disputes, claims or controversies arising from these Official Rules, shall be governed by California law, without regard to its conflict of laws provisions.

**IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE ANY AND ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH PROVIDES AS FOLLOWS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.” You expressly waive and release any right or benefit which you have or may have under Section 1542 of the Civil Code of the State of California, to the full extent that you may waive all such rights and benefits pertaining to the matters released here. In connection with such waiver and relinquishment, you acknowledge that you are aware that you may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which you now know or believe to be true, with respect to the matters released herein; nevertheless, it is your intention through this release to fully and finally and forever settle and release all such matters and claims relative thereto, which do not exist, may exist or heretofore have existed between yourself and the Sponsor related to the Promotion. The release herein given shall be and remain in effect as a full and complete release of such claims and matters notwithstanding the discovery or existence of any such additional or different claims or facts relative thereto.**

#### **7. ARBITRATION AGREEMENT; DISPUTE RESOLUTION BY BINDING ARBITRATION:**

**PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.**

(a) Agreement to Arbitrate: This Section is referred to in these Official Rules as the “Arbitration Agreement.” You agree that any and all disputes or claims that have arisen or may arise between you and CrowdRise or Sponsor, whether arising out of or relating to these Official Rules, the Promotion, your participation in the Promotion, the prize, acceptance, possession, use or misuse of the prize, any advertising, or any aspect of the relationship between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by participating in the Promotion, you, CrowdRise and Sponsor are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

(b) Prohibition of Class and Representative Actions and Non-Individualized Relief: ***YOU, CROWDRISE AND SPONSOR AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND CROWDRISE AND SPONSOR, AS APPLICABLE, AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).***

(c) Pre-Arbitration Dispute Resolution: CrowdRise and Sponsor are always interested in resolving disputes amicably and efficiently, and most participant concerns can be resolved quickly and to the participant's satisfaction by emailing CrowdRise's support team at felix@crowdrise.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice should be sent to GoFundMe, Inc., Attn: General Counsel, 855 Jefferson Avenue, PO Box 1329, Redwood City, CA 94062 ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If CrowdRise and/or Sponsor, as applicable, and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you, CrowdRise or Sponsor may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by CrowdRise, Sponsor or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you, CrowdRise or Sponsor is entitled.

(d) Arbitration Procedures: Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, [http://www.adr.org/consumer\\_arbitration](http://www.adr.org/consumer_arbitration). If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Official Rules as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Official Rules and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless CrowdRise and/or Sponsor, as applicable, and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, CrowdRise and/or Sponsor agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

(e) Costs of Arbitration: Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. Any payment of attorneys' fees will be governed by the AAA Rules.

(f) Confidentiality: All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

(g) **Severability:** If a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than clause (b) above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of clause (b) is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of these Official Rules will continue to apply.

(h) **Conflict:** In the event of any conflict between any term or condition in this Section 8 and any term or condition in the CrowdRise Terms and Conditions (<https://www.crowdrise.com/about/terms>), then the applicable term or condition in this Section 8 shall apply.

**8. ENTRANT'S PERSONAL INFORMATION:** By entering the Promotion, you consent to the collection, use and disclosure of your personal information for the purpose of administering the Promotion and prize fulfillment. You may also have the opportunity to sign up to receive promotional emails from parties associated with the Promotion; your choice to consent to such emails or to opt out of such emails in future does not impact your chances of winning. To the full extent permitted by law, the name, address (city and state), image and biographical information of winner may be used by Sponsor and CrowdRise for promotional purposes and a published winners list. You may be required to sign a document to this effect.

**9. WINNERS LIST:** To obtain the first name, last initial, city and state of the winners, send an email to [Felix@CrowdRise.com](mailto:Felix@CrowdRise.com) with the following subject line: "Please send the winners list for the Win a Two Night Stay at the Fairmont Copley Plaza Hotel During the 2019 Boston Marathon Promotion". Requests must be submitted within ninety (90) days after the end of the Promotion Period. The list will be sent to requesting parties after selection and verification of winners.

**10. SPONSOR:**

GoFundMe, Inc.  
855 Jefferson Ave, PO Box 1329  
Redwood City, CA 94062

John Hancock Life Insurance Co. (U.S.A.) is solely the prize provider and is not responsible for the administration of this Promotion.

**11. NOTICE:** The Sponsor and CrowdRise reserve the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Promotion in violation of these Official Rules and/or criminal and/or civil law.

**12.** Copyright © 2017 GoFundMe, Inc. All rights reserved. CrowdRise and any associated logos are trademarks of the Sponsor. Any other trademarks in these Official Rules are used for prize identification purposes ONLY and are the properties of their respective owners.

**13. QUESTIONS REGARDING THE PROMOTION?** Send an email to [Felix@CrowdRise.com](mailto:Felix@CrowdRise.com).