

Season of Giving / Santa's Nice List Giveaway Terms and Conditions

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR ODDS OF WINNING.

Eligibility: The giveaway is open to legal residents of the United States, who are eighteen (18) years of age or older (or the age of majority, whichever is greater) and of legal age to form a binding contract. Employees of Sponsor and their family members are prohibited from entering. Entrants are subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.

Sponsor: The giveaway is sponsored by Blood Centers of America, Inc., 1300 Division Road Suite 102 West Warwick, RI 02893 ("Sponsor").

Agreement to Official Rules: By participating in this giveaway (the "Giveaway"), entrants agree to abide by the terms and conditions thereof as established by Sponsor. Sponsor reserves the right to qualify all entries and to reject any entries that do not meet the requirements for participation as established by Sponsor.

Giveaway Period: The Giveaway begins on November 25, 2022 at 9:00 AM ET and ends on December 15, 2022 at 11:59 PM ET (the "Giveaway Period"). Entries received before or after the Giveaway Period are void. Sponsor's computer is the official time-keeping device for the Giveaway.

How to Enter: During the Giveaway Period, there are three steps to enter: (1) donate blood with a participating blood center (2) post a photo of yourself on Instagram, Facebook or Twitter with the hashtag **#Santasblooddonors** (3) visit website to complete the entry form. Limit one (1) entry per person.

Sponsor is not responsible for lost, late, damaged, delayed, incomplete, or misdirected entries or entries not received by the close of the Giveaway Period. Sponsor also assumes no responsibility for computer system, hardware, software or program malfunctions or other errors, failures, delayed computer transactions or network connections that are human or technical in nature, or for damaged, lost, late, illegible or misdirected entries; technical, hardware, software, electronic or telephone failures of any kind; lost or unavailable network connections; fraudulent, incomplete, garbled or delayed computer transmissions whether caused by Sponsor, the users, or by any of the equipment or programming associated with or utilized in this Giveaway; or by any technical or human error that may occur in the processing of submissions or downloading that may limit, delay or prevent an entrant's ability to participate in the Giveaway.

Sponsor reserves the right, in its sole discretion, to cancel or suspend this Giveaway and award the prizes from entries received up to the time of termination or suspension should causes beyond Sponsor's control, including unauthorized human intervention, which, in the sole opinion of Sponsor, corrupt, compromise or materially affect the administration, fairness, security or proper play of the Giveaway or proper submission of entries. Sponsor is not liable for any loss,

injury or damage caused, whether directly or indirectly, in whole or in part, from downloading data or otherwise participating in this Giveaway.

Selection of Winner: On or about December 16, 2022, winners (“Winner”) will be selected at random from all eligible Entries received. The odds of winning are not calculable in advance and depend on the number of eligible Entries received.

Notification of Winner: The Winner will be notified via email, phone call or via direct message through Instagram, Twitter or Facebook on or about December 19, 2022. If the Winner does not acknowledge acceptance of his or her prize within ten (10) business days after being notified that he or she is the Winner, another Winner may be chosen using the same procedure specified above.

Requirements of the Winner: Sponsor may require the Winner to sign and return an affidavit of eligibility and liability and publicity release, wherever lawful, as a precondition to award of a prize. If the Winner fails to sign and return the requested documents to Sponsor, that Winner may be disqualified, and the prize will thereafter be awarded to an alternate Winner from the remaining entrants using the procedure specified above.

Prize: The Winner will receive one (1) of several prizes. The Prize is not transferable, non-exchangeable and cannot be redeemed for cash. Sponsor reserves the right to substitute a different Prize of approximately equivalent value in its sole discretion. **THE PRIZE IS AWARDED AS IS AND WITHOUT CONDITION, WARRANTY, GUARANTEE OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), EXCEPT FOR ANY PRODUCT WARRANTIES CUSTOMARILY OFFERED BY THE PRIZE MANUFACTURER.**

Privacy: By submitting an entry, participants acknowledge and agree that any personal information that they provided may be maintained, used and disclosed in accordance with Sponsor’s privacy policy, which can be found at <https://bca.coop/bca-giveaway/>

Release and Publicity: You are participating in the Giveaway voluntarily. You assume all such risks and all related damages and losses, whether caused in whole or in part by any act or omission of Sponsor or its affiliates, or any of their officers, directors, employees, agents, partners and licensors (“Sponsor Parties”), even where such acts or omissions are negligent. You voluntarily release, waive, discharge and hold harmless the Sponsor Parties from any and all claims, demands or causes of action for property damage, bodily injury, wrongful death, loss of services or other claims arising from or relating to your participation in the Giveaway and/or acceptance, possession and use of any prize.

YOU ACKNOWLEDGE AND AGREE THAT THE SPONSOR PARTIES SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS OR FINANCIAL LOSS, EVEN IF THE SPONSOR PARTIES HAD ACTUAL OR

CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE.

SPONSOR IS NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL OR OTHER ERROR IN THE PRINTING OF THE OFFER OR ADMINISTRATION OF THE SWEEPSTAKES OR IN THE ANNOUNCEMENT OF ANY PRIZES. BY RECEIPT OF ANY PRIZE AND BY SIGNING AN AFFIDAVIT OF ELIGIBILITY AND LIABILITY/PUBLICITY RELEASE, IF REQUESTED, THE WINNER CONSENTS TO THE USE OF HIS OR HER NAME AND ADDRESS BY SPONSOR FOR ADVERTISING AND PROMOTIONAL PURPOSES, WITHOUT ANY ADDITIONAL COMPENSATION, EXCEPT WHERE PROHIBITED. NO ENTRIES WILL BE RETURNED. ALL ENTRIES BECOME THE PROPERTY OF SPONSOR.

Governing Law: These Terms and Conditions shall be governed by and construed and enforced in accordance with the United States Federal Arbitration Act, other applicable federal laws and the laws of the State of Rhode Island, without regard to conflict of laws principles.

DISPUTES: ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS AND CONDITIONS, YOUR PARTICIPATION IN THE SWEEPSTAKES, INCLUDING, BUT NOT LIMITED TO, THE VALIDITY, APPLICABILITY OR INTERPRETATION OF THESE TERMS AND CONDITIONS (“CLAIM”), SHALL BE RESOLVED BY BINDING ARBITRATION RATHER THAN IN COURT, EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF YOUR CLAIMS QUALIFY. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED.

The arbitration will be conducted by the American Arbitration Association (AAA) under its then-applicable rules, including (as appropriate) its Consumer Arbitration Rules. The AAA's rules are available at <http://www.adr.org/>. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. The arbitration shall be conducted in the English language by a single independent and neutral arbitrator. For any hearing conducted in person as part of the arbitration, you agree that the hearing will be conducted in Providence, Rhode Island or, if the Consumer Arbitration Rules apply, another location reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances, as determined by the arbitrator. The decision of the arbitrator on all matters relating to a Claim shall be final and binding. Judgment on the arbitral award may be entered in any court of competent jurisdiction.

WE EACH AGREE THAT ALL CLAIMS SHALL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION OR ARBITRATION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE THAT SUCH CLAIM SHALL BE BROUGHT ONLY IN A COURT OF COMPETENT JURISDICTION IN AUSTIN, TEXAS. YOU HEREBY SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS AND WAIVE ANY

OBJECTION ON THE GROUNDS OF VENUE, FORUM *NON-CONVENIENS* OR ANY SIMILAR GROUNDS WITH RESPECT TO ANY SUCH CLAIM.

Severability: If any provision of these Giveaway Rules is held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, without in any way affecting the remaining parts of these Giveaway Rules.

Giveaway Results and Official Rules: To obtain the identity of the prize winner and/or a copy of these Official Rules, send an email to hshaffer@bca.coop -or- send a self-addressed stamped envelope to Blood Centers of America, Inc., 1300 Division Road Suite 102 West Warwick, RI 02893.