

Official Rules

Contest: Dana-Farber Cancer Institute and the Jimmy Fund (“DFCI”) invite eligible participants to participate in the Jimmy Fund Big Ideas Contest, in which eligible participants (“Participants”) may submit a proposal for a new fundraising initiative (each a “Proposal”) to DFCI for consideration, review and possible implementation (the “Contest”). The Contest will begin on March 16, 2015 (the first day Proposals may be submitted) and will end on April 26, 2015 (the last day Proposals may be submitted). The Contest involves two (2) rounds of evaluations. First, DFCI Development staff members and senior management, in their sole discretion, will select five (5) finalists from the pool of Participants (the “Finalists”). The Finalists will be invited to attend the Jimmy Fund Big Ideas Contest judging event (the “Event”), where the second round of evaluation will take place. The Event will be held on June 10, 2015, at the Joseph B. Martin Conference Center at Harvard Medical School, 77 Avenue Louis Pasteur, Boston, Massachusetts. At the Event, Finalists will present their Proposal to a panel of judges. Finalists must be available to present her/his/their Proposal at the Event, either in person or via the web, to compete for a chance to win the grand prize. Following all Finalists’ presentations, the judges will select one (1) Finalist (individual or team) as the winner of the Contest (the “Winner”). The Winner will be announced at the conclusion of the Event, and will be eligible to receive the grand prize, described below. The judges are all founders and/or CEOs of prominent national organizations, and as such are qualified by their extensive business experience to evaluate the Proposals and presentations.

Potential Finalists will be notified by phone, mail and/or email. If a potential Finalist cannot be reached after ten (10) days from the first notification attempt, or if a Participant is found to be ineligible, or if the notification is returned or undeliverable, or if a Participant declines Finalist status, that Participant will forfeit all rights as a Finalist, and an alternate Finalist will be selected. If the Winner declines the grand prize, the prize may be designated for another DFCI fundraising event.

The identity of the Finalists and the Winner may be obtained by contacting the DFCI Development Office at (617) 632-2656 or at JimmyFundBigIdeas@dfci.harvard.edu after 10:30am EST on June 11, 2015.

Evaluation Criteria: All Proposals, including the Finalists’ Proposals, will be evaluated based on the same criteria: creativity, sustainability, profitability, scalability and feasibility.

Eligibility: Participants must be eighteen (18) years of age or older and must be a legal resident of one of the fifty (50) United States or the District of Columbia, as of the date of Proposal submission. Trustees, officers and employees of DFCI, and persons otherwise affiliated with DFCI, are eligible to participate in the Contest, but are not eligible to win prizes; this includes immediate family members of any of the aforementioned groups. The term “immediate family” includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as “in-laws,” or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

Submission: NO PURCHASE OR DONATION NECESSARY TO ENTER. Proposals may be submitted by individual Participants or by teams of up to four (4) Participants. Participants may submit multiple Proposals. Participants must visit the Contest website at www.jimmyfundbigideas.org to download the Proposal form, and must complete and submit the Proposal form to DFCI by online submission; or by e-mail to the following address: JFBI_Submissions@dfci.harvard.edu; or by FAX to the following FAX number: 617-632-4070. All Proposals must be complete to be eligible. Deadline to enter is April 26, 2015 at 11:59pm EST.

Prizes: Prizes are non-transferrable, non-refundable, not redeemable for cash or for resale, and no substitution will be allowed. Prizes will not be replaced if lost or stolen. Income and other taxes, if any, are the sole responsibility of the Winner and Finalists. Other restrictions may apply. Prizes will be delivered to the Finalists and to the Winner via UPS or another traceable method of delivery. Only one (1) prize per household. Certain prizes are date-specific and the winner or winners must be available on the dates specified. The Finalists and the Winner may be required to sign an affidavit of eligibility, a receipt, and/or a waiver form provided by DFCI, prior to receipt of a prize.

Grand Prize Package:

The Grand prize package will consist of:

(a) One (1) Stop & Shop Supermarket Company gift card valued at \$500, valid toward purchase of products and services at any Stop & Shop Supermarket location. Total prize is valued at \$500.

(b) Eight (8) tickets in the Arnold Worldwide corporate box and one (1) opportunity to throw out the first pitch at a game of the Boston Red Sox at Fenway Park in Boston, Massachusetts, on Saturday, August 15, 2015 and one (1) parking pass. Date is subject to change and will be at the sole discretion of either the Boston Red Sox or Arnold Worldwide. DFCI may substitute the experience for one of equal or greater value if the designated prize should become unavailable for any reason. Total prize for four (4) people is valued at approximately \$2,230.

(c) Up to* four (4) tickets to a game of the New England Patriots at Gillette Stadium in Foxborough, Massachusetts, during the Patriots' 2015/2016 season. Prize also includes pre-game field access and an on-field photo opportunity for up to* four (4) people and one (1) parking pass. Date is subject to availability and determination by the New England Patriots. DFCI may substitute the experience for one of equal or greater value if the designated prize should become unavailable for any reason. Total prize for four (4) people is valued at approximately \$600. *If the Winner is a single Participant, the prize will include tickets for two (2) people. If the Winner team includes 2 or more people, the prize will include tickets for the number of team participants, up to a maximum of four (4) tickets.

(d) Up to* four (4) Apple iPad Air, 16GB. Total prize of four (4) devices is valued at approximately \$1560. iPad Air is a registered trademark of Apple Inc. All rights reserved. Apple is not a participant or sponsor of the Contest. *If the Finalist is a single Participant, the prize will include one (1) device. If the Finalist team includes 2 or more people, the prize will include devices for the number of team participants, up to a maximum of four (4) devices.

(e) An opportunity for up to* four (4) people to have lunch with one of the Contest judges. Winner will have opportunity to choose from one of a sub-set of Contest judges. Travel arrangements not included and are the sole responsibility of the Winner. Date is subject to availability and will be determined by the Winner and the chosen Contest judge. Location of the lunch shall be at the discretion of the Contest judge. Total prize for four (4) people is valued at approximately \$200. Prize must be redeemed by May 31, 2016. *If the Winner is a single Participant, the prize will include lunch for two (2) people. If the Winner team includes 2 or more people, the prize will include lunch for the number of team participants, up to a maximum of four (4) people.

(f) One (1) year of free ice cream from Friendly's Ice Cream for up to* four (4) people. Prize includes fifty two (52) coupons for one free carton of ice cream per person. Total prize for four (4) people is valued at approximately \$1280. If the Finalist team includes 2 or more people, the prize will include coupons for the number of team participants, up to a maximum of four (4) sets of coupons.

(g) Up to* four (4) tickets to a WCVB studio tour including viewing access for a live broadcast taping. Date is subject to availability and determination by WCVB. *If the Winner is a single Participant, the prize will include tickets for two (2) people. If the Winner team includes 2 or more people, the prize will include tickets for the number of team participants, up to a maximum of four (4) tickets. This prize has no monetary value.

(h) Lunch with DFCI president.

Finalist Prize Package:

(a) One (1) package of Friendly's Ice Cream gift cards valued at \$250, valid toward purchase of products and services at any Friendly's Ice Cream location. Total prize is valued at \$250.

(b) One (1) Stop & Shop Supermarket Company gift card valued at \$250, valid toward purchase of products and services at any Stop & Shop Supermarket location. Total prize is valued at \$250.

(c) Up to* four (4) Fitbit Flex Activity/Sleep Tracker in black with bonus red and lime bands. Total prize of four (4) devices is valued at approximately \$392. Fitbit is a registered trademark of Fitbit. All rights reserved. Fitbit is not a participant or sponsor of the Contest. *If the Finalist is a single Participant, the prize will include one (1) device. If

the Finalist team includes 2 or more people, the prize will include devices for the number of team participants, up to a maximum of four (4) devices.

(d) Up to* four (4) grandstand tickets to a game of the Boston Red Sox at Fenway Park in Boston, Massachusetts, on Saturday, August 15, 2015. DFCI may substitute the experience for one of equal or greater value if the designated prize should become unavailable for any reason. Total prize for four (4) people is valued at approximately \$262. *If the Finalist is a single Participant, the prize will include two (2) tickets. If the Finalist team includes 2 or more people, the prize will include tickets for the number of team participants, up to a maximum of four (4) tickets.

(e) Up to* four (4) tickets to a game of the New England Patriots at Gillette Stadium in Foxborough, Massachusetts, during the Patriots' 2015/2016 season. Prize also includes one (1) parking pass). Date is subject to availability and determination by the New England Patriots. DFCI may substitute the experience for one of equal or greater value if the designated prize should become unavailable for any reason. Total prize for four (4) people is valued at approximately \$600. *If the Finalist is a single Participant, the prize will include two (2) tickets. If the Finalist team includes 2 or more people, the prize will include tickets for the number of team participants, up to a maximum of four (4) tickets.

Taxes: Any valuation of the prize(s) stated above is based on available information provided to DFCI, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes related to the prize(s) and paying any expenses associated with any prize which is not specifically provided for in these Official Rules. Each winner must provide DFCI with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600 in prizes from DFCI will receive an IRS form 1099 shortly following the end of the calendar year and a copy of such form will be filed with the IRS. Any person winning over \$5,000 or more in prizes from DFCI must pay the applicable taxes to DFCI before any prize will be awarded, per IRS regulations.

Waiver / Release: All Participant(s), their heirs, executors and administrators, waive, release and forever discharge DFCI, all sponsoring entities, their respective trustees, directors, officers, employees, and agents, from all claims of liability, damages and rights of action of whatever nature or description, in equity or at law, present and future, that may arise out of or relate to participation in the Contest, including the use of any prize.

Agreements of Participants: By participating in the Contest, each Participant expressly agrees with the statements below:

- The Participant will abide by all terms of these Official Rules;
- The Participant will abide by all decisions of DFCI and the judges, which decisions shall be final;
- DFCI will interpret these Official Rules and will resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest, and DFCI's decisions concerning such disputes shall be final;
- Upon submission, each Proposal and its contents becomes the sole and exclusive property of DFCI and will not be returned;
- Participant hereby grants to DFCI a perpetual, worldwide, non-exclusive, royalty-free, right and license to use, publish, reproduce, display, perform, adapt, modify, distribute, have distributed and promote the Proposal content in any form, in any media, anywhere in the world, for any purpose;
- DFCI is under no obligation to carry out any Proposal; and
- Participant represents and warrants to DFCI that: (i) he/she/they are the owner and producer of the submitted material; (ii) no third party ownership rights exist to any material submitted; and (iii) her/his/their Proposal does not and will not infringe upon the intellectual property rights of any third party.

Publicity; Use of Personal Information: Upon submission of a Proposal, each Participant grants to DFCI permission to use her/his name and likeness, including without limitation, photographs, voices, videotape, in advertising, promotional and marketing activities, and other purposes authorized by DFCI and/or by any sponsoring businesses and organizations, in connection with the Contest, without any compensation to the Participant.

Disclaimer: DFCI is not responsible for lost or stolen prizes, incorrect or inaccurate transcription of entry information, for any human error, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, theft or destruction or unauthorized access to, or alteration of, submissions, for line failures or other failures of any telephone network, server, providers, computer equipment, software or any combination thereof, for inability to access any website or online service or any other error or malfunction, or for late, lost, illegible, misdirected or incomplete submissions which may limit a Participant's ability to participate in the Contest. DFCI is not responsible for technical, hardware or software failures of any kind, lost or unavailable network connections or failed, incomplete, garbled or delayed transmissions.

Miscellaneous: The Contest is governed by the laws of the Commonwealth of Massachusetts. By participating in the Contest, Participant consents to the exclusive jurisdiction of the courts located in Suffolk County, Massachusetts, for resolution of all disputes.

Sponsor Information: Dana-Farber Cancer Institute is the sponsor of the Contest. DFCI is located at 450 Brookline Avenue, Boston, Massachusetts 02215.