

# **NFED KNOW YOUR DIAGNOSIS SWEEPSTAKES ("PROMOTION")**

## **OFFICIAL RULES**

***NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS PROMOTION. A PURCHASE OR PAYMENT WILL NOT INCREASE ODDS OF WINNING. PROMOTION VOID WHERE PROHIBITED.***

The Promotion is sponsored by National Foundation for Ectodermal Dysplasias ("*Sponsor*"), located at 6 Executive Dr., Ste. 2, Fairview Heights, IL 62208.

**1. Eligibility:** Promotion is open only to legal residents of the 50 United States and District of Columbia (excluding New York and Florida) who are at least 18 years of age (or the age of majority in their state of residence, whichever is older) at the time of entry. Directors, officers, members, managers, and employees of Sponsor and any of its respective parent companies, affiliate companies, subsidiaries, agents, professional advisors, advertising, promotional, public relations, and fulfillment agencies, consultants, legal counsel, website providers, web masters, and immediate family members (spouses, parent, child, sibling, grandparent, and "step" child, wherever they may live) of each are not eligible to win any prize.

**2. Promotion Period:** Promotion starts at 8 a.m. Central Standard Time ("*CST*") on Thursday, February 20, 2020 and ends at 11:59 p.m. CST on Thursday, February 27, 2020 ("*Promotion Period*").

**3. How to Enter:** To enter, visit <https://www.nfed.org/events/free-genetic-test-giveaway> during the Promotion Period and follow the instructions to enter the Promotion, including by providing all necessary information to complete the sweepstakes registration form. Upon completion of these steps, you will receive one entry into the Promotion.

Limit one entry per person during the Promotion Period. All entries must be submitted by the individual entrant. Bulk or automated entries will be disqualified (including, for example, entries made using any script, macro, bot, or promotional service). Any attempt to obtain additional entries through fraud or other illegitimate means will result in disqualification at Sponsor's discretion. If there is a dispute about the identity of the entrant, entries will be declared made by the authorized account holder of the email address associated with the account on which the entry is made. An "*authorized account holder*" means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be required to provide Sponsor with proof that a potential winner is the authorized account holder of the account associated with the winning entry.

**4. Winner Selection and Notification:** On or about Saturday, February 29, 2020 Sponsor will select the name of five potential winners of the prizes in a random drawing from among all eligible entries. The odds of winning depend on the number of eligible entries received. The potential winner will be notified via email. As a condition of being awarded a prize, winner may be required to execute and deliver a written affidavit of eligibility, acceptance of

these Official Rules, release of liability, tax forms, and other reasonable documentation within seven days of being notified. If (i) the attempted notification is returned as undeliverable without a forwarding address; (ii) any required documents are not returned within seven days, such as the Affidavit of Eligibility and Liability/Publicity Release or tax forms; or (iii) if potential winner is otherwise unable to accept the prize as stated, the prize will be forfeited and may be awarded to an alternate winner. Alternate drawings will be conducted until a valid winner is verified by Sponsor. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, an alternate winner will be selected in accordance with the above selection process from among all eligible claimants making purportedly valid claims to award the prizes available.

**5. Prize:** Upon verification of eligibility and compliance with these Official Rules, five potential winners will each receive one XomeDxSlice genetic testing kit (Approximate Retail Value “ARV”: \$3,000 each). Total ARV of all prizes combined: \$15,000. ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. Prizes are not transferable. No substitutions or exchanges of the prize will be permitted, except that Sponsor reserves the right to substitute a prize of comparable or greater value for the prize.

**6. Privacy; Name and Likeness Release:** See Sponsor’s Privacy Policy at <https://www.nfed.org/privacy-policy/>. Except where prohibited by law, submitting an entry to the Promotion constitutes permission to use entrant’s name, city of residence, and likeness, without limitation, in connection with the Promotion (including as part of the publicly-distributed Promotion award list) and for Sponsor’s promotional purposes without further permission or compensation. By entering this Promotion, you consent to being contacted by Sponsor for any purpose in connection with this Promotion, including by receiving commercial and marketing emails from Sponsor.

**8. General Terms and Conditions:** The Promotion and these Official Rules will be governed, construed and interpreted under the laws of the State of Illinois. This Promotion is subject to all applicable state and federal laws and is void where prohibited. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect. Sponsor reserves the right to amend these Official Rules or to terminate this Promotion. Sponsor and any of its parent companies, subsidiaries, affiliates and each of their respective directors, officers, professional advisors, consultants, contractors, legal counsel, public relations firms, employees and advertising, fulfillment and marketing agencies (collectively, the “*Released Parties*”) will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) phone, electronic, hardware, software, network, Internet, or other computer or communications-related malfunctions or failures beyond Sponsor or the Released Parties’ reasonable control; (c) any Promotion disruptions, injuries, losses or damages caused by events beyond the reasonable control of Sponsor or the Released Parties, including by non-authorized human intervention; or (d) any printing or typographical errors in any materials associated with the Promotion. **By participating in the Promotion, you release Sponsor and all 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 Promotion or delivery, misdelivery, acceptance, possession, use of or inability to use the prize (including claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.** By participating in this Promotion, you certify that

you have complied with these Official Rules. The use of the terms “include” or “including” in these Official Rules is illustrative and not limiting. For a copy of the winner list or these Official Rules, send an email to [info@nfed.org](mailto:info@nfed.org), Attn: NFED Know Your Diagnosis Sweepstakes. By participating, you agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. The Promotion and all accompanying materials are Copyright © 2020 by National Foundation for Ectodermal Dysplasias. All rights reserved.