"What's my disease?" Contest Official Rules

A. OVERVIEW. The purpose of the "What's my disease?" contest (the Contest) is to increase awareness of a rare, treatable genetic disease that is believed to remain unrecognized and undiagnosed in thousands of families around the world. The secondary purpose of the Contest is to raise funds to support the Sponsoring Organization's mission to include program, operational, development and administrative costs. Players pay for an Entry to guess the correct name of the Disease described in the Contest Video and Transcript. The Contest is a game of skill in which the Prize is won by a random Drawing of the number and associated name of a person who submits an entry that correctly identifies the Disease name.

The Contest entry period begins at 12:00 a.m. on January 12, 2015 and ends at 11:59 p.m. on March 31, 2015 (U.S. Eastern Standard Time - EST).

B. ELIGIBILITY. The Contest is open to individuals who are 18 years of age or older at the time of entry. No officer, employee or Board member of the Sponsoring Organization, or any officer or employee or board member of any organization involved in the Contest formulation, preparation or administration or any person residing in the same household of any such board member, officer or employee, or any person under the age of eighteen (18) years, shall be eligible to enter or win the Contest.

C. TO ENTER.

- 1. Eligible Players may participate in the Contest by purchasing one or more Entries at www.ThousandsLikeMe.org via the Enter contest here* button. Each Entry costs ten (10) U.S. dollars (\$10.00). Overpayments above \$10.00 in a single Entry, including overpayments due to foreign currency exchange rates, will not be reimbursed and will be included in the Contest Gross Receipts.
- 2. Valid entries. To be a valid Entry, all fields of the Entry form must be completed and an answer to the Contest Question must be provided on the Contest Entry form accessible from www.thousandsLikeMe.org.
- 3. Contest Question. The answer to the Contest Question is the correct Disease name. The Disease name is documented in medical literature in many forms; any of the documented names for the Disease published in medical literature found at www.NIH.gov or http://www.ncbi.nlm.nih.gov/pubmed is acceptable as a valid entry.
- 4. Distribution of disease symptoms/clues. The Contest Video accessible from the www.thousandsLikeMe.org website provides information and clues to help Players determine the correct name of the Disease to be eligible to win the Prize. The Contest Video may be accessed via the www.thousandsLikeMe.org website and will be distributed through various other communication channels referring Players back to the www.thousandsLikeMe.org website to purchase one or more entries. A written Transcript of the Contest Video is accessible on the website to provide clarity to the video's message and terminology.

- 5. Disease name disclosure. If the Disease name is published in any manner or forum prior the end of the contest so that Players learn the answer to the Contest Question without relying on their own knowledge or independent research it will not change the administration of the Contest.
- 6. Entry validity. The Sponsoring Organization's President has sole authority to determine if an Entry includes an acceptable name of the Disease. Minor typographical errors in the spelling of the Disease name are acceptable if it is reasonably apparent the correct answer was intended by the Player.
- **D. DRAWING.** The names of the eligible Players will be recorded on a list and numbered sequentially from 1 to N, with N being the largest integer number recorded on the list. A random number generator will be used to select a winning number between 1 and N and corresponding Player's name on the recorded list. If the Player whose name corresponds to the number selected provided a correct answer to the Contest Question, that Player wins the Prize. The first Player selected in the random Drawing who provides the correct answer to the Contest Question wins the Contest and the Prize.

If the Player selected in the random drawing did not answer the Contest Question correctly, the next random number will be selected and so on thereafter until a Player who provided the correct answer to the Contest Question is selected.

The Drawing will be held at Virginia Professional Services, LLC, 3850 Gaskins Road, Suite 120, Richmond VA 23233. The entire list of recorded Player's names and associated sequential numbers will be present at the Drawing to determine if the Player selected provided an acceptable correct answer to the Contest Question.

The Drawing will occur as soon as practicable after March 31, 2015 pending the completion of the administrative and logistical tasks required to prepare for and hold the drawing.

The odds of winning will be determined by the total number of entries received.

The Winner will be announced on www.ThousandsLikeMe.org and the Sponsoring Organization's website upon completion of the Contest and winner verification.

- **E. PRIZE.** The Prize for being selected as the Winner of the Drawing is 10% of the Contest Gross Receipts up to a maximum of \$10,000 (U.S.) dollars. Ninety percent (90%) of the Contest Gross Receipts will be retained by the Sponsoring Organization to support the mission of the Sponsoring Organization as described herein and to pay for the Contest Expenses related to the Contest.
- **F. WINNER VERIFICATION.** Winner is subject to verification, including without limitation, verification of eligibility and compliance with these Official Rules. Winner will be required to complete, sign and return an Affidavit of Eligibility, copy of a valid government-issued photo identification, and proof of taxpayer identification number (e.g. Social Security Number), Liability Release and, where lawful, Publicity Release. All completed documents must be

returned to Sponsoring Organization within 15 days of the date notice was sent or Winner status will be forfeited and an alternate Winner may be drawn. **Notification of Winner status must be kept confidential until the Winner is announced by Sponsoring Organization. Failure to comply with this requirement may result in disqualification.** Winner is solely responsible for any taxes on his/her Prize.

The Prize is non-transferable. If for any reason the Contest is not capable of running as planned, including without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsoring Organization reserves the right, at its sole discretion to cancel, modify or terminate the Contest. Further, Sponsoring Organization reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest; (b) violating the Official Rules; or (c) acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person. Sponsoring Organization reserves the right to require Winner to submit to a confidential background check to confirm eligibility as a condition of awarding any prize to help ensure that the use of any such person in advertising or publicity for the Contest will not bring Sponsoring Organization into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest as determined by Sponsoring Organization in its sole discretion. Players agree that the Sponsoring Organization has the sole right to decide all matters and disputes arising from this Contest and that all decisions of Sponsoring Organization are final and binding.

- **G. PUBLICITY**. By entering the Contest, Winner agrees to the Sponsoring Organization's use of his/her name and/or photo for publicity, at the Sponsoring Organization's discretion. Examples of publicity include, but are not limited to, news releases, Internet, and news media. In addition, the Winner agrees to participate in efforts that may include his/her name, hometown, likeness, the amount of the Prize won, and the Contest details through the Sponsoring Organization's website and social media outlets including but not limited to Face Book®, YouTube®, and Twitter®, and any and all other media of whatsoever nature in Sponsoring Organization's sole discretion.
- **H. SPONSORING ORGANIZATION**. This Contest is provided by a United States 501(c)(3) charitable organization whose mission is "To help ensure that all individuals with this disease are identified, diagnosed and treated in time to avoid a diminished quality of life or life threatening consequences, to provide assistance to individuals with this disease and their families, to provide disease education and awareness, to promote continued information gathering and research to improve treatment opportunities and to find a cure." herein known as the Sponsoring Organization. To satisfy Merchant Services requirements for name disclosure on the Contest website and payment form the Sponsoring Organization's name must be listed. Otherwise, the Sponsoring Organization's name is not prominently displayed or advertised to minimize divulging the correct answer to the Contest Question until after a Winner has been determined. The Sponsoring Organization's name will be more formally disclosed after the end

of the contest. In addition to the disclosures required on the Contest website and payment form, if the Sponsoring Organization's name is disclosed by any individual in any forum prior the end of the contest the disclosure will not change the Contest intent or proceedings. The Sponsoring Organization encourages sharing the Contest details and the correct answer to the Contest Question to increase disease awareness and recognition.

- I. **LIMITATION OF LIABILITY AND RELEASE.** No liability or responsibility is assumed by Sponsoring Organization resulting from any participation in or attempt to participate in the Contest or ability or inability to upload or download any information in connection with participating in the Contest. No responsibility or liability is assumed by the Sponsoring Organization or Contest Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; inaccessibility of the Web Site, in whole or in part for any reason; traffic congestion on the Internet or the Web Site; unauthorized human or nonhuman intervention in the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest. Sponsoring Organization is not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Web Site. Use of the Web Site is at user's own risk. Sponsoring Organization are not responsible for any personal injury or property damage or losses of any kind which may be sustained by user's or any other person's computer equipment resulting from participation in the Contest, use of the Web Site or the download of any information from the Web Site. By participating in the Contest, the Player releases the Sponsoring Organization from any and all claims, damages or liabilities arising from or relating to such Player's participation in the Contest. By accepting the Prize, Winner agrees that the Sponsoring Organization shall not be liable for any loss or injury resulting from participation in the Contest, or the acceptance of the Prize. The Sponsoring Organization is not liable in the event that any portion of the Contest is cancelled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond its control.
- **J. GENERAL CONDITIONS.** This Contest is governed by the laws of the Commonwealth of Virginia, and by entering Players and Winner agree that all claims or disputes must be resolved exclusively in the federal or state courts in Virginia. This Contest is void where prohibited by law.
- **K. DISPUTES.** If any dispute arises due to an interpretation of The Contest rules or process, the President of the Sponsoring Organization's clarification of the intent of The Contest rules and process shall be final and binding. The Sponsoring Organization may refrain from paying a Prize pending final determination of any dispute. No liability for interest arising because of any

such delay, or any delay beyond the Sponsoring Organization's control, shall accrue to the benefit of the Winner pending payment of the Prize.

L. DEFINITIONS (for purposes of this contest)

"Contest Gross Receipts" means the total amount of money collected on the www.ThousandsLikeMe.org website during the contest period ending on March 31, 2015.

"Contest Video" means the video created by the Sponsoring Organization and its video support organization that is accessible at the www.ThousandsLikeMe.org website.

"Drawing" means the process of using a random number generator to select a Winner from the total number of Entries.

"Entry" means a single chance to win the random contest drawing for paying ten U.S. dollars (\$10.00) or equivalent foreign currency amount and submitting an answer to the Contest Question.

"Contest Expenses" means the prize, supplies, costs of publicizing the contest, audit and administration or permit/license fees, accounting and legal fees and other such reasonable expenses as are incurred for the conduct of the charitable giving contest.

"Player" means the individual who makes payment for an Entry to be included in the Prize Drawing.

"Sponsoring Organization" means the specific nonprofit charitable organization recognized in the United States by the Internal Revenue Service as tax-exempt under section 501(c)(3) of the Internal Revenue Code that is administering the Contest.

"Contest" means the "What's my disease?" contest.

"Contest Question" means the question "What's my disease?"

"Disease" means the specific rare genetic disease that is the subject of the "What's my disease" video accessible from the www.ThousandsLikeMe.org website.

"Prize" means 10% of the "What's my disease?" Contest Gross Receipts not to exceed \$10,000 (U.S.) dollars.

"Transcript" means a written transcript of the Contest Video posted on www.ThousandsLikeMe.org that may be used to clarify the content of the Contest Video.

"Winner" means the first Player whose number is selected in the random drawing that provided a correct answer to the Contest Question.