

THE IRONMAN FOUNDATION, INC.

2020 IRONMAN® WORLD CHAMPIONSHIP IN KAILUA-KONA, HAWAII DRAWING

Official Rules

NO PURCHASE OR DONATION NECESSARY.

VOID WHERE PROHIBITED.

IRONMAN® AND IRONMAN WORLD CHAMPIONSHIP® ARE REGISTERED TRADEMARKS OF  
WORLD TRIATHLON CORPORATION.

THE PROMOTION FEATURED ON THIS FUNDRAISING PAGE,  
[HTTPS://WWW.IRONMANFOUNDATION.DONORDRIVE.COM/EVENT/KONA2020](https://www.ironmanfoundation.donordrive.com/event/kona2020), AND FUNDS RAISED  
BENEFIT THE IRONMAN FOUNDATION, INC., EIN: 65-1172979, A NOT FOR PROFIT ORGANIZATION  
QUALIFIED UNDER SECTION 501(C)3 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED.  
THE MISSION OF THE IRONMAN FOUNDATION IS HERE: [IRONMANFOUNDATION.ORG](http://IRONMANFOUNDATION.ORG)

\*Five (5) prizes will be made available. Each prize is the opportunity to purchase, at full retail price of \$1,025.00 USD plus applicable Active processing fees (total price including Hawaii GE Tax of 4.7120%), an entry into the 2020 IRONMAN® World Championship triathlon in Kailua-Kona, Hawaii (as a member of the Kukui division) held on October 10, 2020 (the “Event”), subject to certain conditions. Date subject to change.

\*Each prize is an opportunity not otherwise available to the public for purchase and would otherwise require qualification into the Event. These opportunities are non-transferable and cannot be exchanged or returned. Please enter only if you are prepared to pay for, travel to and enter the Event. So as to ensure the health, safety and well-being of all participants, each selected entrant shall be required to validate the prize by demonstrating completion of a triathlon consisting of, at a minimum, a 1.2-mile swim, a 56-mile bike ride, and a 13.1-mile run, between October 13, 2019 and August 23, 2020.

\*The prize does not include travel, accommodations or any costs or expenses. Winners are solely responsible for all costs and expenses, including, but not limited to, the entry fees, equipment, travel to and from the Event, and all other associated costs.

\* \* \* \* \*

**1. Eligibility:** To be eligible to enter the “THE IRONMAN FOUNDATION, INC. 2020 IRONMAN® WORLD CHAMPIONSHIP IN KONA, HAWAII DRAWING” (the “Drawing”), you must be:

- (1) an individual 18 years old at the time of entry;
- (2) not an employee, officer, director, or agent of the Sponsor, as defined below, or any of its parents, affiliated companies, subsidiaries, licensees, suppliers, printers, or advertising or drawing agencies, nor a shareholder of any of the foregoing companies (but only if such company is not a publicly traded company), and not otherwise involved with or associated with the Drawing;
- (3) not an immediate family member or a household member of any individual referenced in item (2) above. “Immediate family members” means parents, step-parents, children, step-children, siblings, half-siblings, step-siblings, spouses, and domestic partners. “Household members” means people who have the same residence at least three (3) months during the past twelve (12) months prior to the date of the Drawing. The Drawing is subject to all applicable laws and regulations. The Drawing is void where prohibited; and
- (4) not a professional triathlete or planning to become a professional triathlete prior to the Event.

**2. Sponsor & Administrator:** The IRONMAN Foundation, Inc., (herein referred to as “Sponsor”), is a 501(c)(3), not-for-profit organization located at 3407 W. Dr. Martin Luther King Jr. Blvd., Suite 100, Tampa, FL 33607.

**3. Agreement to Official Rules:** By participating in the Drawing, entrant represents and warrants that he/she has read and understood, and fully and unconditionally agrees to and accepts, these Official Rules and that the decisions of the Sponsor are final and binding in all matters related to the Drawing. The ability to be selected via this Drawing is contingent upon fulfilling all requirements set forth herein.

**4. Entry Period:** The Drawing entry period begins at 12:00:00 P.M. Eastern Time (“ET”) on April 4, 2020 and ends at 12:00:00 P.M. ET on April 14, 2020 (the “Drawing Period”). DonorDrive’s ([www.donordrive.com](http://www.donordrive.com)) server and computer clock is the official time-keeping device for the Drawing. Sponsor makes no representations or warranties that the leaderboard or donation scroll box on DonorDrive.com or elsewhere will be updated on a real-time basis, will always be accurate or will represent the official entrants, odds, results or leaders at any time before, during or after the Drawing Period. The leaderboard, donation scroll lists and any similar lists tallying donations 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 Drawing are not official until Sponsor expressly announces the final results and verifies the winners. The Drawing shall be conducted on or before April 15, 2020 (but not until after the end of the Drawing Period).

**5. How to Enter:** NO PURCHASE OR DONATION IS REQUIRED TO ENTER OR WIN THE DRAWING. MAKING A PURCHASE OR DONATION WILL NOT INCREASE AN ENTRANT’S ODDS OF BEING SELECTED. ENTRANTS WILL HAVE THE OPPORTUNITY TO MAKE A DONATION UPON PROVIDING AN ENTRY, BUT SUCH DONATION IS NOT REQUIRED AND WILL NOT INCREASE THE PARTICIPANT’S CHANCE OF WINNING.

LIMIT: ONE ENTRY PER PARTICIPANT. ONE PRIZE PER PERSON.

During the Drawing Period, you may enter one time by either of the following methods of entry: (a) an online donation to The IRONMAN Foundation, Inc. on <https://ironmanfoundation.donordrive.com/event/kona2020> (the suggested donation amount is fifty dollars or other amount with a minimum donation of ten dollars); or (b) free mail-in entry to The IRONMAN Foundation. Detailed instructions here:

- (a) **Method of Entry One:** Go to DonorDrive.com (the “Website”) here:

<https://ironmanfoundation.donordrive.com/event/kona2020> and follow the on-screen instructions to donate at the suggested fifty dollars (\$50), or other amount with a minimum donation of ten dollars (\$10.00) via the online Method of Entry One, to get an entry for a chance to win. Any donation in an amount less than ten dollars (\$10.00) may not be provided online, but can be provided via the mail-in process described below. Assurance of delivery of donations is the sole responsibility of the entrant. Online donations, once processed and received, are non-refundable.

Please note that although you may receive an entry via the process detailed above, 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 DonorDrive Terms and Conditions.

- (b) **Method of Entry Two:** Send a postcard (measuring 3.5” x 5”) with your full legal name, current residential address (not a P.O. Box), telephone number, date of birth, email address, the name of this Drawing (i.e., “THE IRONMAN FOUNDATION, INC. 2020 IRONMAN® WORLD CHAMPIONSHIP IN KAILUA-KONA, HAWAII DRAWING”), and state whether or not you have read and agree to these Official Rules, to:

The IRONMAN Foundation  
3407 W. Dr. Martin Luther King Jr. Blvd., Suite 100 Tampa, Florida, 33607  
Attention: KONA DRAWING

Your postcard must be received by Sponsor no later than 12:00:00 PM ET on April 14, 2020 in order to be eligible. Assurance of delivery to Sponsor is the sole responsibility of the entrant.

Entrants who choose to participate via Method of Entry Two can provide donations of any amount, including no donation at all. All entrants are subject to verification of eligibility before a prize can be awarded. For example, if your birthdate or address entered on the Website or provided on your postcard do not meet eligibility requirements, your entry is automatically void. Donations and postcards will not be returned. Donations made in this Drawing may not be tax-deductible. It is the individual donor’s sole responsibility to determine the tax-consequences of their donations. Consult a tax professional. You agree that Sponsor is not providing any accounting or tax advice.

Those who do not follow all of the instructions, provide the required information in their donation or entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified at Sponsor’s sole and absolute discretion. All entries that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified at Sponsor’s sole and absolute discretion. Any use of automated, programmed, or similar entry methods or agents will void all entries by the entrant who employs, or causes to be employed, such methods. Entry materials/data that have been tampered with or altered are void. Once submitted, entries become the sole property of Sponsor or its designee, and such entries will not be acknowledged or returned.

In the event of a dispute as to the identity of any entrant, the entry will be deemed submitted by the account holder of the email from which it was sent but only if such person is otherwise eligible. The “account holder” is the person assigned an email address, address or username by the entity responsible for assigning it (e.g., Gmail). Entrants may be required to show proof of being the registered account holder. If a dispute cannot be resolved to the Sponsor’s satisfaction, the entry will be deemed ineligible. Sponsor is not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid entries.

During registration, entrants may be offered the opportunity to opt-in to special offers. These offers are optional, and neither acceptance nor non-acceptance by entrants will affect chances of being selected.

Each entrant is limited to only one (1) entry in the Drawing, regardless of which of the two entry methods is used. Any attempt by an individual entrant to obtain more than one (1) entry, whether by using multiple/different e-mail addresses, identities, post cards, registrations or logins, or via any other methods, will void all of such entrant's entries and that entrant may be disqualified from further participation or from registering anew.

## **6. Prizes; Odds:**

Five (5) Prizes: Five (5) prizes will be made available. Each prize consists of a non-transferable opportunity to purchase, at the full retail price of **one thousand and twenty-five dollars (\$1,025 USD) plus applicable Active processing fees (total price including Hawaii GE Tax of 4.7120%)**, an entry to participate (not as a relay participant) in the 2020 IRONMAN® World Championship triathlon in Kailua-Kona, Hawaii (as a member of the Kukui division), subject to the validation requirements and other terms and conditions set forth herein. The odds of an entrant being selected in this Drawing are dependent upon the number of eligible entries submitted. All prizes will be awarded (assuming sufficient number of eligible entries) subject to the rules herein.

**PRIZE VALIDATION REQUIREMENT: As the swimming, bicycling and running distances are substantial, and the IRONMAN® World Championship triathlon is extremely physically demanding, both the Selected Entrants (as defined below) and Sponsor must act reasonably to ensure the safety of all participants while providing Selected Entrants the opportunity to participate in the race. As such, each Selected Entrant shall be required to demonstrate his/her personal completion of a triathlon (as an age-group athlete and not as a relay participant) consisting of, at a minimum, a 1.2-mile swim, a 56-mile bike ride, and a 13.1-mile run, between October 13, 2019 and August 23, 2020, so as to ensure the health and safety of the Selected Entrant and all other participants during the course of the 2020 IRONMAN® World Championship triathlon. Such triathlon is not required to be affiliated with Sponsor. Sponsor's review of evidence related to this required demonstration, and Sponsor's approval of such evidence, will not be unreasonably withheld.**

The Event is scheduled to occur on October 10, 2020. Dates subject to change. Each prize is an opportunity not otherwise available to the public for purchase and would otherwise require qualification into the Event. The prizes are non-transferable and cannot be exchanged or returned. The Sponsor is not responsible if a Selected Entrant does not use the race entry on the day of the race. Please enter only if you are prepared to pay for, travel to and enter the Event.

Travel, accommodations and any other associated costs or expenses are not included. Taxes and fees, and all additional costs that may be incurred, if any, are the sole responsibility of winner. If winner is unable to claim the prize for any reason, the winner will not receive any substitution or reimbursement of the prize or portion thereof. All unclaimed prizes or unused portion of the prize shall be forfeited in their entirety. All prize(s) are 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). It is each winner's sole responsibility to stay informed about the details including Event location, time and any changes regarding the Event.

Winners must comply with all instructions and protocols required (including, but not limited to, tickets to events or background checks) and are responsible for all documentation required. Each winner is required to provide Sponsor with his/her name, residential addresses, telephone number, email address and each must present valid government-issued photo ID (such as license, passport or Military ID) upon request. In the event the winner engages in behavior at any time that Sponsor determines, in its sole discretion, is threatening, illegal or intended

to abuse, threaten or harass any other person, the Sponsor reserves the right to terminate the prize, in whole or part, and there will not be any substitution.

No substitution or transfer of prizes is permitted by winner. No costs or expenses incurred by winners are included in the prize. Sponsor is not responsible for any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible for prize utility, quality or otherwise.

Each winner may be required to provide Sponsor with a valid social security number before the prize(s) will be awarded for tax reporting purposes, if applicable. Taxes and fees, and all additional costs that may be incurred, if any, are the sole responsibility of each winner. An IRS Form 1099 may be issued in the name of winner(s), for the actual value of the prize(s) received. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. The approximate total value of the five (5) prizes collectively is \$0.

By accepting the prize, winner agrees to release Sponsor and its 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.

**7. Drawing:** On or before April 15, 2020 (but only after the end of the Drawing Period), Sponsor will conduct a random drawing from all eligible entries and select a total of five (5) entrants (herein referred to as individually as a "Selected Entrant"), and those selected shall be announced on April 15, 2020. EACH SELECTED ENTRANT, WHO MEETS THE QUALIFICATIONS DESCRIBED HEREIN, WILL BE A PRIZE WINNER, SUBJECT TO THE SELECTED ENTRANT COMPLYING WITH AND FULFILLING ALL REQUIREMENTS OF THESE OFFICIAL RULES.

The Selected Entrants will be notified by telephone and/or email and will receive all relevant documents and materials on or before April 15, 2020. To claim their prize, the Selected Entrant must return to the Sponsor, by April 20, 2020, any and all applicable affidavits, documents, and releases, as may be required by the Sponsor, including payment in full of the entry fee to participate (as a member of the Kukui division, not competing as an age-group athlete, not eligible to be included in age-group rankings or the associated awards and not as a relay participant) in the 2020 IRONMAN® World Championship triathlon in Kailua-Kona, Hawaii. Such documents shall include, but are not limited to: Affidavit of Eligibility, Liability Release, Publicity Release, in addition to the event's Athlete Waiver and Release of Liability, which is required to be signed by all participants in the event. Verification that the Selected Entrant has completed a triathlon consisting of, at a minimum, a 1.2-mile swim, a 56-mile bike ride, and a 13.1-mile run, between October 13, 2019 and August 23, 2020 shall be due no later than August 26, 2020. Selected Entrants, along with all other participants in the 2020 IRONMAN® World Championship triathlon in Kailua-Kona, Hawaii, must have a valid USA Triathlon (USAT) license on the day of the applicable race or purchase a one-day membership.

If any Selected Entrant fails to respond, or fails to comply with any of these Official Rules, or if the Sponsor determines that a Selected Entrant is otherwise ineligible or disqualified, such Selected Entrant shall be disqualified and no re-drawings shall occur.

**8. Publicity:** Except where prohibited by law, an entrant's participation in the Drawing constitutes entrant's consent for the Sponsor and the Sponsor's designees to use entrant's name, voice, likeness, statements, photographs, audiovisual recordings, opinions, biographical information, and state of residence for the purpose of advertising the Drawing, any subsequent drawing, contest, or other promotion by Sponsor, any event owned or licensed by Sponsor, or for any other commercial purpose, in each case in any media or manner, now known or hereafter devised, without payment, consideration, notice, or approval.

**9. General Conditions:** In the event that the operation, security, or administration of the Drawing is impaired in any way for any reason, including, but, not limited to, fraud, virus or other technical problem, the Sponsor may, in its sole discretion, either: (1) suspend or modify the Drawing to address the impairment and resume the Drawing in a manner that best conforms to the spirit of these Official Rules; and/or (2) choose the Selected Entrants from among all eligible entries that have registered up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Drawing or to be acting in violation of these Official Rules, or in an improper manner. Any attempt by any person to undermine the legitimate operation of the Drawing may be a violation of criminal and civil law, and, if such an attempt is made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any provision or aspect of these Official Rules shall not constitute a waiver thereof. To the fullest extent permitted by applicable law, the Sponsor and its agents assume no responsibility and are not liable for any actual or perceived loss of opportunity or damage arising in connection with the termination or suspension of the Drawing or the 2020 IRONMAN® World Championship (or any part, feature or element of such) at any time and which suspension or termination is due to supervening circumstances beyond the Sponsor's control.

**10. Release of Liability:** Except where prohibited, by participating in the Drawing, entrants agree to release, indemnify, defend, and hold harmless Sponsor and each of its related companies, parents, subsidiaries, affiliates, event hosts, sponsors, and their respective agents and agencies, and their respective officers, directors, employees, shareholders, members, and agents (the "Released Parties") from and against any and all claims, actions, losses, injuries, damages, expenses, fees, taxes, assessments, judgments, or causes of action arising out of or in connection with participation in the Drawing or receipt or use or misuse of any entry or ability to enter the 2020 IRONMAN® World Championship triathlon, including, but not limited to: (1) unauthorized intervention in the Drawing; (2) any technical error related to computers, servers, providers, or telephone or network lines; (3) printing errors; (4) any error in the administration of the Drawing or the processing of entries; (5) any late, lost, or undeliverable entry; or (6) injury or damage to, or taxes related to, any person or property, or the death of any person, that may be caused, directly or indirectly, in whole or in part, from any entrant's participation in the Drawing or receipt or use or misuse of any part of any entry or ability to enter the 2020 IRONMAN® World Championship triathlon by any person, including without limitation in connection with air travel, any other transportation, lodging, or attendance at or participation in any event.

**11. Limitations of Liability:** Entrant agrees that in any cause of action, the Released Parties' liability for any and all claims, judgments, and awards will be limited to the reasonable out-of-pocket expenses actually paid for by the entrant that are directly related to entering and participating in this Drawing (which, for the avoidance of doubt, excludes, for example, telephone expenses and Internet access), and in no event shall any of the Released Parties be liable for attorney's fees.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE ENTRANT WAIVES THE RIGHT TO CLAIM ANY OTHER DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, COMPENSATORY, CONSEQUENTIAL, DIRECT, OR INDIRECT DAMAGES, DAMAGE TO PROPERTY OR PERSON, OR ANY LOSS OF DATA, LOST PROFITS OR INCOME, OR LOSS OF CONSORTIUM, OR CLAIMS BY THIRD PARTIES, AND THE ENTRANT FURTHER WAIVES ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MIGHT NOT APPLY TO YOU.

WITHOUT LIMITING THE GENERALITY OR EFFECT OF THE FOREGOING: NONE OF THE RELEASED PARTIES MAKES ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY PROMOTIONAL WEBSITE AND NONE OF THE RELEASED PARTIES WILL BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS RELATED THERETO. NONE OF THE RELEASED

PARTIES IS RESPONSIBLE FOR LOST, LATE, INCOMPLETE, ILLEGIBLE, INACCURATE, DELAYED, GARBLED, DAMAGED, STOLEN OR MISDIRECTED ENTRIES, OR PROBLEMS OF ANY KIND RELATED THERETO, WHETHER OF MECHANICAL, HUMAN, OR ELECTRONIC CAUSE OR ORIGIN. ENTRANTS AGREE THAT NONE OF THE RELEASED PARTIES HAS MADE OR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE), IN FACT OR IN LAW, RELATIVE TO THE DRAWING OR THE ABILITY TO ENTER THE 2020 IRONMAN® WORLD CHAMPIONSHIP TRIATHLON.

If for any reason an entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Drawing; provided that if it is not possible to award another entry due to discontinuance of the Drawing for any reason, Sponsor, at its discretion, may elect to hold the selection from among all eligible entries received up to the date of discontinuance for any prize offered.

**12. Choice of Forum; Governing Law:** Entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Drawing, or the 2020 IRONMAN® World Championship triathlon shall be resolved solely individually, without resort to any form of class action, and exclusively by the United States District Court for the Middle District of Florida (Tampa Division) or the appropriate Florida State Court located in Hillsborough County, Florida. All issues and questions concerning the construction, validity, interpretation, or enforceability of these Official Rules shall be governed by, and construed in accordance with the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules that would result in the application of the laws of any other jurisdiction. All matters relating to the Drawing shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules that would result in the application of the laws of any other jurisdiction.

**13. No consideration:** Entrant agrees that his or her participation in this Drawing or in any activity related to this Drawing in no way constitutes consideration in exchange for any future promise, conduct or behavior on behalf of the entrant, the Sponsor or anyone else in the context of formation of any contract or for the participation in any lottery or game of chance.

**14. Lists of Selected Entrants:** A list of Selected Entrants from the Drawing will be posted at [www.ironmanfoundation.org](http://www.ironmanfoundation.org).

**15. Questions:** Send an email to: [info@ironmanfoundation.org](mailto:info@ironmanfoundation.org) with "2020 KONA DRAWING" in the subject line.

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Official Rules © 2020 The IRONMAN Foundation, Inc.

This sweepstakes is not sponsored, endorsed, or administered by DonorDrive.