

AFFIDAVIT OF ELIGIBILITY, LIABILITY AND PUBLICITY RELEASE

RONALD MCDONALD HOUSE CHARITIES OF WESTERN NEW YORK, INC.

ROCK YOUR SOCKS CONTEST

1. I, _____ (“I”, “me”, “my” or “myself”) am submitting this Affidavit of Eligibility & Liability/Publicity Release (“Affidavit”) with the understanding that it will be relied upon to determine my eligibility to win a prize in the “Ronald McDonald House Charities of Western New York, Inc. Rock Your Socks Contest” (the “Contest”), sponsored by Ronald McDonald House Charities of Western New York, Inc. (the “Sponsor”).
2. I understand that I have been selected as a potential winner in the Contest and that I may be disqualified and the prize awarded to another potential winner if an executed original of this Affidavit is not completed, signed, notarized and returned to the Sponsor on or before **14 days from notification as the winner** at 780 West Ferry Street, Buffalo, New York 14222.
3. I affirm that:
 - a. I am at least 18 years of age, or if under 18 years of age, that I am at least 14 years of age and my parent or legal guardian has consented to my entry into the Contest;
 - b. I am a legal resident of the United States; and
 - c. I reside at the address listed below.
4. I affirm and represent that I have read and complied with the Official Rules for the Contest (“Official Rules”), a copy of which was sent to me with this Affidavit, that I meet the eligibility requirements specified in the Official Rules, and that I have committed no fraud or deception in entering the Contest or in claiming any prize. I further represent that I am not an employee of the Sponsor or of any other entity stated in the Official Rules whose employees are not eligible to enter the Contest, or a member of the family of any such employee.
5. I expressly agree to be bound by all of the provisions and restrictions set forth in the Official Rules. I understand and agree that all taxes associated with acceptance of any prize are my responsibility.
6. To the extent and for the duration permitted by applicable law, I hereby give to the Sponsor and its agents, representatives, contractors and affiliates, a royalty-free, irrevocable, perpetual, fully paid-up, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display my Contest submissions (“Submission”) in whole or in part, all information in any Submission including, without limitation, my name, likeness and other information, on a worldwide basis, and to incorporate such Submission or information into other works, in any form, media or technology now known or developed in the future, including for promotional, marketing or commercial purposes, as the Sponsor may select in its discretion. If

requested, I will sign any documentation required for the Sponsor or its designees to make use of the non-exclusive rights I hereby grant to use the Submission.

7. I UNDERSTAND AND ACKNOWLEDGE AND, FOR MYSELF, MY HEIRS, EXECUTORS AND ADMINISTRATORS, HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE SPONSOR AND ITS RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES AND AGENTS AND THE DIRECTORS, OFFICIERS AND EMPLOYEES OF EACH SUCH ENTITY, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, LOSSES, DAMAGES, OR LIABILITY OF ANY KIND, INCLUDING WITHOUT LIMITATION, LIABILITY FOR PERSONAL INJURIES, DEATH, INFRINGEMENT OF INTELLECTUAL PROPERTY OF ANY THIRD PARTY OR PROPERTY DAMAGES, OR ANY DIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, WHICH I OR ANYONE ELSE MAY INCUR OR SUFFER IN CONNECTION WITH OR RESULTING FROM ANY OR ALL OF THE FOLLOWING: (A) THIS CONTEST OR PARTICIPATION IN THIS CONTEST; (B) THE USE OF ANY PUBLICITY MATERIALS INCLUDING, WITHOUT LIMITATION, ANY CLAIM THAT SUCH USE INVADED ANY RIGHT OF PRIVACY OR PUBLICITY; OR (C) THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THIS GIVEAWAY.

8. The prize being offered is \$500 cash as well as various social media postings and news releases, as described fully in the Official Rules. I understand and agree that Sponsor is providing this prize to me "as is" and has made no warranty, representation or guarantee regarding any prize, including, but not limited to its quality, condition, merchantability or fitness for a particular purpose. I understand that no transfer, substitution or cash redemption of prizes is permitted, except Sponsor reserves the right in its sole discretion to substitute a prize with cash or with a prize of comparable or greater value, if a prize cannot be awarded as advertised for any reason.

9. I agree to return to the Sponsor, immediately upon demand, any prize, or the value of said prize, which has been or may be awarded to me if any statement made by me in this Affidavit is false.

10. I agree that, in the event any term or provision of this Agreement shall be deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, such court shall have the power, and is hereby authorized and requested, to limit such scope, duration or area of applicability, or all of them, so that such term or provision is not overly broad, and to enforce the same as so limited. Subject to the foregoing sentence, I agree that in the event any provision of this Agreement shall be held invalid or unenforceable for any reason, such invalidity unenforceability shall attach only to such provision and shall not affect or render invalid any other provision of this Agreement, and the invalid provision shall be replaced by a provision which, being valid, comes closest to the intention underlying the invalid provision.

I understand this Affidavit and swear that the information provided in this Affidavit is true.

Signature

Date

Name _____

Social Security # _____

Address _____

City _____

State/Zip _____

Phone _____

E-mail address _____

If under 18 years of age:

I am the parent or legal guardian of the person named above. I hereby consent to the above Affidavit, both individually and as parent or guardian.

Signature of Parent or Guardian
(if Contest winner is under 18)

Date

Full Name (Please Print)

Notary Public (typically available at a bank):

Sworn before me this _____ day of _____, 20_____ .

Notary Signature: _____

(SEAL)