



Mother's Day Heart Stories Official Rules

DESCRIPTION OF GO RED POR TU CORAZON MOTHER'S DAY HEART STORIES SUBMISSION:

Participant may submit written stories and /or video entries for the American Heart Association's "Go Red Por Tu Corazón" Mother's Day Heart Stories related to the 2010-2011 Go Red Por Tu Corazón Movement. Participant may submit an entry online at www.goredcorazon.org between April 26, 2010 and May 31, 2010 or by mail to "Go Red Por Tu Corazón: Mother's Day, 7272 Greenville Ave, Dallas, Texas 75231. Entries may be in English or Spanish.

1. Eligibility Requirements:

Participant must be at least 18 years of age as of the date the AHA receives her entry and a legal resident of one of the fifty (50) United States, or the District of Columbia. Upon selection, Participant will be provided with a copy of the Eligibility Requirements, Participation and Publicity Release and Waiver of Liability. Participant will be required to read and acknowledge that she understands and agrees to comply with this information. Participant agrees to cooperate and to follow all directions of the AHA. The AHA's decisions on all discretionary matters shall be final. Proof of identity may be required.

All statements, remarks, personal identifying details and facts and all other information of any kind or nature which Participant gives or relates in connection with the "Mother's Day Heart Stories" must be true, correct and accurate; Participant must not have omitted or withheld information in connection with sharing her story for the purpose of misleading anyone or misrepresenting any facts or circumstances. Participant's statements or actions must not in any way violate any state or federal laws or infringe on the rights of any person or entity. The story or video submitted may not defame or invade the privacy rights of any person, living or deceased, or otherwise infringe upon any third party's personal or proprietary rights. Participant may not currently be a candidate for public office and shall not become such a candidate for public office for one (1) year after the conclusion of the Mother's Day Heart Stories.

2. Entry Guidelines: TWO WAYS TO ENTER

Online Entry: Enter online at www.goredcorazon.org. Entry must include a written version of Participant's experience with heart disease or stroke, and may also include a video. Entries will be accepted online from 12:01 a.m. PST on April 26, 2010 to 11:59 p.m. PST on May 31, 2010. The Participant must be the person who shares the story.

Mail Entry: Entry must include a written version of Participant's experience with heart disease or stroke, and may also include a video. Entries will be accepted from 12:01 a.m. PST on April 26, 2010 to 11:59 p.m. PST on May 31, 2010. The Participant must be the person who shares the story. Entries must be mailed to: "Go Red Por Tu Corazón: Mother's Day, 7272 Greenville Ave, Dallas, Texas 75231. Only one entry per person is allowed, either online or by mail. As a condition of entry, participant agrees to assign all rights, title and interest in entry submissions to the American Heart Association. Online and mail submissions will not be returned. A completed Participation and Publicity Release and Waiver of Liability agreement assigning all ownership and intellectual

property rights to AHA is required as a condition of being selected to participate in the Mother's Day Heart Stories.

3. **Selection Criteria:** Both online and mail entries:

All entries will be evaluated with the criteria stated below:

- 30% Story/Substance** (including the compelling and/or inspirational nature of the story)
- 25% Personality**
- 25% Memorability**
- 20% Suitability** (i.e., How well the entrant represents goals and objectives of the "Go Red Por Tu Corazón" movement.)

Casting will be based on above criteria. Entries which, in the AHA's sole discretion, contain any type of vulgarity or objectionable content will be disqualified. Entries that do not meet these stated criteria, or entries that in the AHA's sole discretion may technically meet the stated criteria but do not reflect the intent and/or the spirit of the provisions related to the "Go Red Por Tu Corazón" movement, are not eligible.

4. **Responsibilities - AHA:**

AHA may, in its sole discretion, provide the following opportunities to individuals who enter a story:

- Participation via online entry submission
- Participation in video and photo shoots and consent to all related releases
- Participation in interviews with media outlets

5. **Responsibilities - Participant:**

Participant acknowledges that Participant has been fully advised by AHA that if Participant is chosen to represent AHA Mother's Day Heart Stories, she will reveal and be questioned about many areas of Participant's private, personal and public life and may make revelations in connection therewith. Participant acknowledges and agrees that additional information may be revealed in background checks will influence the AHA's consideration of the submitted entries. Participant further acknowledges that participating in the Mother's Day Heart Stories may include, but is not limited to, experiences which are or were personally difficult and emotional.

6. **Screenings:**

Participant acknowledges that Participant is in good physical condition and is not aware of any health or other reason why Participant may not be able to participate in the Mother's Day Heart Story initiatives. Participant further acknowledges that Participant is voluntarily participating with full and complete knowledge of the risks associated with the foregoing and Participant hereby accepts and assumes any and all risks, known or unknown of any nature whatsoever associated therewith.

7. **Participation. Participant shall:**

comply with all of AHA's instructions and regulations in connection with the Mother's Day Heart Story initiatives in acknowledgment of AHA's complete and exclusive financial and creative control of the Mother's Day Heart Stories;

understand and accept that AHA's decision on all matters, (including selection of participants and participation in the Mother's Day Heart Stories, as well as the determination and selection of persons) shall be final, and that if the Mother's Day Heart Stories are halted for any reason or in the event of a malfunction of any nature whatsoever affecting the Mother's Day Heart Stories, AHA's decision with respect to the handling of a resumption or termination of the Mother's Day Heart Stories shall be final;

understand and accept that if Participant participates in the Mother's Day Heart Stories, AHA has no obligation to exploit, telecast, publicize or otherwise continue to use the Mother's Day Heart Stories, or engage in any activity whatsoever regarding the Mother's Day Heart Stories may terminate the Mother's Day Heart Stories at anytime, in the AHA's sole discretion; and

understand and accept that AHA may cancel the Mother's Day Heart Stories at any time.

8. Assignment of Rights:

By entering the Mother's Day Heart Stories, Participant explicitly acknowledges and agrees that AHA reserves the right to publish in any media, including on AHA or other health related web sites for online public viewing, any or all video content with or without first and last name credit to the Participant ; and entries that attempt to restrict this right will not be considered. All entries become the property of AHA, and AHA shall own all copyright, ownership, title and right thereto. Participant's submission of an entry constitutes permission for AHA to use the Participant's name, answers and other material provided in the entry for any purpose, including for promotional purposes in any media without compensation. Participant shall execute at AHA's request such assignments and other documents as may be necessary to confirm or enact this assignment.

9. Release and Waiver of Liability:

Participant's entry constitutes acceptance of all rules. All federal, state and local laws and regulations apply. Participant is voluntarily participating in the Mother's Day Heart Stories and accepts full responsibility for any and all injuries or damages ("injuries" and "damages" collectively "Injuries"), including, without limitation, physical, mental, emotional and monetary damages ("Damages") that may result from participating in the Mother's Day Heart Stories.

Participant waives releases AHA, and all other companies associated with the production of the Mother's Day Heart Stories and all their licensees, sponsors, successors and assigns, including, without limitation, all their respective directors, officers and employees (collectively, "Releasees") from any and all claims, demands, actions, causes of action whether in law or at equity or otherwise or any damages of whatever kind or nature (collectively "Claims") for any Injuries and Damages that Participant, her heirs, successors, or assigns may now have or hereafter acquire as a result of Participant participating in the Mother's Day Heart Stories and agrees that as part of the lawful consideration for AHA allowing Participant to participate in the Mother's Day Heart Stories neither Participant nor Participant's legal representatives will institute or support any Claims or prosecute the Releasees on any legal theory whatsoever, including, without limitation, (i) defamation, violation of rights or privacy and/or publicity, depiction in a false light, intentional infliction of emotional distress, copyright infringement, and/or any other tort in connection therewith; (ii) personal injury, physical disability, death or damage to property or any other violation resulting from the gross, active or passive negligence or other acts, however caused by any of the Releasees as a result of Participant's participation in the Mother's Day Heart Stories and/or any advertising or publicity issued in connection with the Mother's Day Heart Stories. Participant expressly waives any right to pursue any Claims against AHA and/or Releasees in a court of law or equity arising out of the Risks, Injuries, Damages, or the Mother's Day Heart Stories or arising out of or in connection with this Agreement and Release. Participant acknowledges that the AHA is allowing Participant to enter into the Release and participate in the Mother's Day Heart Stories in specific reliance on Participant's acceptance of responsibility and waiver and release of the AHA and Releasees.

Participant agrees to indemnify the Releasees and each of them and hold them harmless from any and all liability, claims and actions, including attorneys' fees, of any nature whatsoever, caused by or arising out

of: (a) Participant's statements or actions made in or in connection with Participant's participation in the Mother's Day Heart Stories; (b) Participant following the AHA's advice; (c) any injuries or damages of any kind whatsoever, including, without limitation, personal injury, physical disability, property damage, that any person or other entity may sustain as a result of or incident to Participant's participation in the Mother's Day Heart Stories, or related opportunities which Participant may receive related to the Mother's Day Heart Stories; and (c) any and all Claims associated with the Risks enumerated above.

10. Consideration:

Participant acknowledges and agrees that Participant shall receive no compensation for Participant's participation in the Mother's Day Heart Stories except for the opportunity to participate in the Movement

11. Health Story Rights:

Participant represents that Participant has not granted, to any other person or entity, the right to use events in Participant's life, events concerning Participant's application to become a Participant in the Mother's Day Heart Stories, or any events which occur in connection with the Mother's Day Heart Stories or any observations by Participant in connection with the Mother's Day Heart Stories or any other information learned by Participant in connection with the Mother's Day Heart Stories ("Rights") as a basis of a book, article or a program (for exploitation in any media) or segment of such (whether for news or entertainment).

12. Background Check(s):

Participant agrees and consents to any background check, including a criminal records background check, or otherwise, that AHA may choose to perform, and Participant shall provide any information and additional content required for such background checks upon AHA's request.

13. Other Commercial Endorsement Prohibited:

Participant shall not "plug", promote or mention any commercial product or service during the Mother's Day Heart Stories for which participant may receive any compensation or other valuable consideration.