

**OFFICIAL RULES**  
**The 2025 TCS New York City Marathon Free Race Entry Sweepstakes**

Enter for a chance to win **The 2025 TCS New York City Marathon Free Race Entry SWEEPSTAKES** -- A PROMOTION TO BENEFIT New York Road Runners, Inc. ("**NYRR**") A CHARITABLE ORGANIZATION (**the "Sweepstakes"**). Ten (10) winners ("**Winners**") will each win a free entry to the 2025 TCS New York City Marathon (the "**2025 Marathon**"), with an aggregate prize value of approximately \$3,150, or \$315 per Winner.

NO PURCHASE, DONATION OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A DONATION OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

Please read these Official Rules. By participating in the Sweepstakes, you unconditionally agree to these Official Rules and all decisions by **NYRR ("**Sponsor**")**, which are final and binding in all matters related to these Sweepstakes.

**1. ELIGIBILITY:** The Sweepstakes is open only to the following individuals (each, an "**Eligible Participant**"):

- a) The sweepstakes is open to individuals who are legal residents of, and physically located within, the 50 United States or the District of Columbia (excluding residents of Puerto Rico, the U.S. Virgin Islands and other U.S. territories and possessions, and where prohibited by law), and who are at least eighteen (18) (except nineteen (19) in Alabama and Nebraska and twenty-one (21) in Mississippi) years of age or the age of majority in their jurisdiction of legal residence (whichever is older as of the date of entry).
- b) Any participation by any ineligible person(s) will be void. The Sweepstakes is void where prohibited or restricted by law. All the directors, officers, employees and agents of Sponsor, RallyUp.com, Inc. ("**Administrator**"), and each of their respective subsidiaries, affiliates, sales representatives, distributors, licensees, agents, website administrators, advertising and contest agencies, and any immediate family members (spouses, parents, children, and siblings and their respective spouses, regardless of where they reside) and those living in the same household (whether related or not) of any of the foregoing, are not eligible to participate in the Sweepstakes.

**All federal, state, and local laws, rules and regulations apply. Void where prohibited by law.**

Participants are responsible for reviewing specific restrictions on sweepstakes entry and/or eligibility to receive a sweepstakes prize in their state of residence.

**2. PROMOTION PERIOD:**

The Promotion begins at 10:00 am Eastern Time ("**ET**") October 7, 2024, and ends at 11:59 pm ET on November 7, 2024 ("**Promotion Period**"). Sponsor's server and computer clock is the official time-keeping device, and Sponsor's decisions are final and binding.

**3. HOW TO ENTER THE SWEEPSTAKES:**

You may enter by selecting one of the entry methods described below. Limit one entry method

per person. Please carefully read the detailed instructions for both methods of entry:

- a) **Entry with Donation.** To enter by making a donation, go to [go.rallyup.com/nycmarathon](https://go.rallyup.com/nycmarathon) (the “**Promotion Site**”) and follow the on-screen instructions to complete and submit all required information on the Sweepstakes entry form, including name, country of residence, email address, and phone number, and make a donation online with your debit or credit card. You will receive the number of entries corresponding to the amount of your donation as set forth in the following table:

Amount	Number of Entries
\$50 USD	10
\$100 USD	30
\$200 USD	70
\$400 USD	150

All donations must be made online at the Promotion Site via debit or credit card and must be processed completely before the expiration of the Promotion Period. Donations not completed by the end of the Promotion Period will not count as entries. Donations made by means other than by debit or credit card at the Promotion Site, including, but not limited to, donations by cash, checks and/or money orders, are not eligible and will not be counted as entries. No phone donations will be accepted. All entries become the property of Sponsor and will not be returned. Donations made in this Sweepstakes, less the transaction processing costs, will go directly to the beneficiary charities designated by the Sponsor. Each person may donate only once to enter the Sweepstakes.

- b) **To enter without donating,** To enter without making a donation, request the free-entry form available at <https://go.rallyup.com/1ef416/mailentryrequest> and follow the instructions to submit your entry. The completed free Sweepstakes entry must be saved as a PDF formatted document and emailed as an attachment to [entries@rallyup.com](mailto:entries@rallyup.com). Free sweepstakes entry forms must be received by November 7, 2024, at 11:59 pm ET. Each free entry submitted will receive entries equal to the average number of entries received by those who made donations for the Sweepstakes. If the average number of entries by donation is not a whole number, your average number of entries received will be rounded up to the next whole number. (Example: 2.3 entries will be rounded up to 3 entries.)

No automated entry devices, bots and/or other programs and/or software are permitted for entry. Those who do not follow all the Sponsor’s instructions, fail to provide the required information with their donations or on their entry forms, or fail to abide by these Official Rules may be disqualified at the Sponsor’s sole and absolute discretion. All entries that are late, illegible, incomplete, misdirected, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified at Sponsor’s sole and absolute discretion. 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 debit or credit card on which the donation was charged (if entry via donation method) or by the authorized account holder of the e-mail address used to enter. “Authorized account holder” is defined as 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 institute) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Winners may be required to show proof of being the debit or credit card holder or authorized account holder. If a dispute cannot be resolved to the Sponsor’s satisfaction, the Potential Winner will be disqualified.

## **SPECIAL NOTE ABOUT TAXES:**

Donations made in this Sweepstakes may not be tax-deductible in your jurisdiction and the winner's prize may be taxable in your jurisdiction. Consult a tax professional. You agree that Sponsor is not providing any accounting, tax or legal advice.

## **4. SELECTION WINNERS AND ODDS OF WINNING:**

Sponsor will conduct a random drawing for each of the prizes, and will award the prizes, each as listed in section 5 below, on or about November 11, 2024, at 10:00 am ET from all eligible entries received for each drawing to determine the potential winner(s) ("Potential Winners"). Entries are subject to verification by Sponsor, and Potential Winners are not final winners and will not receive a prize until their eligibility has been verified by Sponsor pursuant to Paragraph 6. Odds of winning any drawing depend upon the total number of eligible entries received for each drawing. Sponsor reserves the right in its sole discretion to disqualify all suspect entries.

## **5. PRIZES:**

Ten (10) winners will each receive one (1) guaranteed, complimentary entry to the 2025 Marathon! Entry only valid for the 2025 Marathon; it is not transferable to 2026 or other subsequent TCS New York City Marathons, and it is not transferable from the winner(s) to another individual. No one individual may win more than one prize.

The prize value of the Grand Prize: The aggregate value is approximately \$3,150 for the ten (10) Winners, or \$315 per Winner.

In the event that Sponsor is unable to provide the Winner with their prize(s), Sponsor may elect, in its sole and absolute discretion, to provide Winner with an alternate prize of equal or greater value. If the Winner declines a prize for any reason, the Winner will not receive any substitution or reimbursement of the prize or portion thereof. Taxes and fees, if any, are the sole responsibility of the Winner. The prizes are provided as-is with no guarantee. All warranties, whether express or implied, including the warranties of merchantability and fitness for a purpose, are hereby disclaimed by the released parties. All prize details are at Sponsor's sole discretion. Any costs and expenses associated with prize acceptance and use not specified herein as being provided are Winners' sole responsibility. If any Winner is, in Sponsor's opinion, obnoxious, threatening, abusive, or harassing Sponsor can terminate the prize, in whole or in part, with no further compensation.

To participate in the 2025 Marathon, each Winner must complete the registration process for the 2025 Marathon. By entering the Sweepstakes, you acknowledge and agree that if you are selected as a Winner, your participation in the 2025 Marathon is conditioned on your continued compliance with the terms of the Sweepstakes, the 2025 Marathon rules, regulations, terms and conditions as set by the race organizers of the 2025 Marathon, and any other policies as communicated by NYRR.

Please review <https://www.nyrr.org/tcsnycmarathon/race-day/the-start> to understand the details of what is typically required by the race organizers for participation in the TCS New York City Marathon.

## **6. VERIFICATION OF WINNERS AND DELIVERY OF PRIZES:**

Potential Winner(s) will be notified by email or phone within thirty (30) business days after being selected in a drawing by Sponsor or its representative. Potential Winners are not Winners of any prize until their eligibility has been verified and they have received notice from Sponsor that they have won a prize, even if any information on Sponsor's website on any other location indicates that an entrant has won. Potential Winner(s) may be required to sign an affidavit of eligibility and liability release and, where permitted, a publicity release. If a Potential Winner cannot be contacted within forty-eight (48) hours after Sponsor attempts notification, is ineligible to win a prize, fails to return any and all requested documentation within the time stated on the notification (whether or not Potential Winner actually receives that notification), refuses the prize, or otherwise fails to comply with these Official Rules, then the Potential Winner forfeits the prize in its entirety. If a Potential Winner forfeits a prize, Sponsor will select a substitute Potential Winner by random drawing of the remaining eligible entries.

## **7. USE OF NAME AND LIKENESS:**

Except where prohibited by law, participation in the Sweepstakes constitutes Winner's grant to Sponsor (which grant Winner will confirm in writing on request of Sponsor), the right and permission in perpetuity to print, publish, broadcast, and use, world-wide in any media now known or hereafter developed, including but not limited to the internet and social media, at any time or times, the Winner's entry, name, portrait, picture, voice, likeness, opinions, and biographical information (including but not limited to hometown and state) for advertising, trade, and promotional purposes (including the announcement of his or her name on television or radio broadcast) without additional consideration, compensation, permission, or notification.

All copyright, trademark, or other intellectual property rights in such use shall be owned by Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim to such intellectual property rights.

## **8. RELEASE; LIMITATIONS OF LIABILITY; GENERAL CONDITIONS:**

Sponsor, RallyUp, and their respective parents, affiliates, subsidiaries, advertising, fulfillment, marketing, and promotion agencies, and all of their respective officers, directors, shareholders, partners, members, principals, employees, agents, contractors or suppliers (collectively, "Released Parties") are not responsible for:

- (a) late, lost, stolen, damaged, garbled, incomplete, mistyped, misaddressed or misdirected entries, emails, mail or communications;
- (b) errors (including printing), omissions, interruptions, deletions, defects, or delays in operations or transmission of information, whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices;
- (c) electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email account to receive email messages or insufficient space on an entrant's computer; and
- (d) errors in the administration of this Sweepstakes. Sponsor reserves the right, at its sole discretion, to modify, cancel, terminate, or suspend the Sweepstakes should any virus, bug, technical failures, unauthorized human intervention, or other causes beyond Sponsor's control corrupt or affect the administration, security, fairness, integrity or

proper conduct of the Sweepstakes. In the event of any such cancellation, termination, or suspension, a notice will be posted and Sponsor in its sole discretion may select Potential Winners among all eligible, nonsuspect entries received prior to such time. Sponsor and RallyUp reserve the right, in their sole discretion, to disqualify entrants who tamper with the entry process or if their fraud or misconduct affects the integrity of the Sweepstakes or if they engage in any inappropriate or unacceptable behavior in connection with the Sweepstakes. Released Parties reserve the right to correct clerical or typographical errors in promotional materials.

By participating in this Sweepstakes, you agree to release and hold harmless the Released Parties from and against any claim or cause of action, including but not limited to, personal injury, death, damage to or loss of property, a privacy violation that may arise out of your participation in the Sweepstakes, or your receipt or use or misuse of any prize.

## **9. DISPUTES:**

Except where prohibited, each entrant of the Sweepstakes agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court of the Southern District of New York or a New York State Supreme Court located in New York County; (2) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, and in no event will you be entitled to receive attorneys' fees or other legal costs; and (3) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses in entering the Sweepstakes and waive any and all rights to have damages multiplied or otherwise increased. Each entrant hereby irrevocably consents to the personal jurisdiction of said courts and waives any claim of forum non-convenience or lack of personal jurisdiction they may have. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, New York law, without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than New York. In the event of any conflict with any Sweepstakes details contained in these Official Rules, and Sweepstakes details contained in any promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging, and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

## **10. CAUTION:**

Sponsor and RallyUp reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Sweepstakes, or to be acting in any manner deemed by the Sponsor or RallyUp to be in violation of these Official Rules, or to be acting in any manner deemed by the Sponsor or RallyUp to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated entries and/or registrations.

ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR

RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

#### **11. ENTRANT'S PERSONAL INFORMATION:**

By entering this Sweepstakes, you consent to the collection, use and disclosure of your personal information for the purpose of administering this Sweepstakes and prize fulfillment. You may also have the opportunity to sign up to receive promotional emails from parties associated with the Sweepstakes. Your choice to consent to such emails or to opt out of such emails in future does not impact your chances of winning.

#### **12. PRIVACY:**

Any personal information that an entrant provides in connection with the Sweepstakes shall be used by Sponsor or RallyUp, and their agents to administer this Sweepstakes, contact entrants, and for the other purposes set forth in RallyUp's Privacy Policy. By entering this Sweepstakes, you agree to and accept that privacy policy.

#### **13. WINNERS LIST:**

For a winners list, send a self-addressed stamped envelope to: RallyUp.com, Inc., c/o Winners List, 1517 N. Wilmot Rd, #72, Tucson, AZ 85712-4410 no later than 30 days after the end date of the Campaign and include the name of the Campaign.

#### **14. SPONSOR:**

The Sponsor of this Sweepstakes is NYRR, located at 156 West 56th Street, 5th Floor, New York, NY 10019. Eligible participants shall not use the trademarks of Sponsor or falsely associate themselves with Sponsor during or after the Sweepstakes. **By participating in this Sweepstakes, you acknowledge and agree that the Sponsor of the Sweepstakes is solely responsible for issuing, delivering, or otherwise providing all Prizes offered in this Sweepstakes. You agree to hold harmless RallyUp.com, Inc. and its Related Parties from and against any claim or cause of action including the Sponsor's failure to provide a Prize or Prizes offered in this Sweepstakes.**

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