

A CHANCE FOR KIDS® PROMOTION 2010

OFFICIAL RULES

NO PURCHASE OR CONTRIBUTION NECESSARY TO PARTICIPATE

1. ELIGIBILITY: The "A Chance for Kids®" Promotion (the "Promotion") will take place in participating stores in (the "Territory"): BURGER KING® restaurants in MA, RI, NH, VT, ME, CT, NY, NJ, PA, and OH; and OLYMPIA SPORTS stores in MA, RI, ME, VT, NH, CT, NY, and PA. The Promotion is open to legal residents of the United States who are 18 years of age or older at the time of participation. Employees of Dana-Farber Cancer Institute, Inc., its advertising and promotion agencies, Promotion Card suppliers, prize suppliers, and any other individual or company involved in the development or execution of the Promotion, and their immediate family members and/or those living in the same household of each; and BURGER KING® Corporation, OLYMPIA SPORTS, and their respective employees, franchisees, and the affiliates and subsidiaries of each, are not eligible to participate in the Promotion. Purchase or acceptance of a product does not improve participants' chances of winning. NO PURCHASE OR CONTRIBUTION NECESSARY. The Promotion is subject to all applicable federal, state, and local laws and regulations. VOID WHERE PROHIBITED BY LAW.

2. SPONSOR: The Promotion is sponsored by Dana-Farber Cancer Institute, Inc., d/b/a The Jimmy Fund, 10 Brookline Place West, Brookline, MA, 02445-7226 ("DFCI" or "Sponsor").

3. AGREEMENT TO OFFICIAL RULES: By participating in the Promotion, participant warrants that he/she is eligible to participate and fully and unconditionally agrees to and accepts these Official Rules. Receipt of a prize is contingent upon fulfilling all requirements set forth herein in a timely manner.

4. PROMOTION PERIOD: The Promotion will be conducted in all participating BURGER KING® restaurants in the Territory from July 26, 2010, to September 6, 2010; and in all participating OLYMPIA SPORTS stores in the Territory from September 7, 2010, to October 11, 2010; or while Promotion Card supplies last, whichever occurs first.

5. HOW TO PARTICIPATE: No purchase or contribution is necessary to participate in the Promotion. There are two (2) ways to participate in the Promotion:

A) IN PARTICIPATING BURGER KING® RESTAURANTS AND OLYMPIA SPORTS STORES: During the Promotion Period, and while supplies last, when you contribute One Dollar (\$1.00) to the Jimmy Fund at any participating BURGER KING® restaurants or OLYMPIA SPORTS stores in the Territory, you will receive one (1) Promotion Card in appreciation for your contribution.

B) BY MAIL: To obtain a Promotion Card without purchase or contribution (available while supplies last), mail a self-addressed, stamped envelope (at least 4" x 7") via First Class Mail to: A Chance For Kids®, The Jimmy Fund, 10 Brookline Place West, Brookline, MA 02445-7226. Mail-in requests must be postmarked on or before October 11, 2010, and received no later than October 19, 2010. LIMIT: one (1) request per envelope, mailed separately. If an envelope contains more than one (1) request, only one (1) Promotion Card will be sent. Proof of sending requests will not be deemed proof of receipt by DFCI. No mechanical or other reproductions of the Promotion Cards will be accepted. Vermont residents may omit return postage. Once you have obtained a Promotion Card: Rub off the silver area on the Promotion Card to reveal which prize you have won. You are eligible to claim the prize specified, subject to verification. To claim a prize, see Rule 7. The Jimmy Fund will ultimately receive 100% of the proceeds from all contributions received in connection with the Promotion.

6. AVAILABLE PRIZES, APPROXIMATE RETAIL VALUES ("ARV") & APPROXIMATE ODDS OF WINNING ("Odds"): Odds are based on available Promotion Cards being distributed. The number of prizes available in each category is listed in parentheses ("."). Unclaimed/unredeemed prizes will not be awarded. NO CASH SUBSTITUTIONS. PRIZES ARE NOT FOR RESALE.

GRAND PRIZE: (1) 6-day, 5-night stay at the Divi Aruba All Inclusive resort sponsored by TNT Vacations. Complimentary five (5) night stay for two people, valid from November 1, 2010, to October 31, 2011; subject to hotel availability and black-out dates. Black-out dates are December 15, 2010, to January 3, 2011; February 1 to February 28, 2011, and April 10 to April 24, 2011. This prize is non-assignable and non-transferable, does not include airport transfers or incidental room charges and cannot be redeemed for cash. Airfare for this prize package will be provided by American Airlines®. The Grand Prize must be redeemed by November 12, 2010. Hotel stay must be completed on or before October 31, 2011. ARV \$3,853.40, Odds 1:1,300,000. **See Travel Restrictions and ***Airline Ticket Restrictions below for additional rules and limitations.

FIRST PRIZE: (1) 6-day, 5-night stay at the Tamarijn Aruba All Inclusive resort sponsored by TNT Vacations. Deluxe Oceanfront five (5) night stay for two people, valid from October 1, 2010, to September 30, 2011; subject to hotel availability and black-out dates. Black-out dates are December 15, 2010, to January 3, 2011; February 1 to February 28, 2011, and April 10 to April 24, 2011. This prize is non-assignable and non-transferable, does not include airport transfers or incidental room charges, and cannot be redeemed for cash. Airfare for this prize package will be provided by American Airlines®. Hotel stay must be completed on or before September 30, 2011. ARV \$3,453.40, Odds 1:1,300,000. **See Travel Restrictions and ***Airline Ticket Restrictions below for additional rules and limitations.

SECOND PRIZE: (1) 2 American Airlines Round-Trip Tickets (airline tickets only) from and to any major gateway city in the continental United States, Caribbean, Bahamas, Bermuda, Canada, or Mexico location to which American Airlines flies. ARV \$953.40, Odds 1:1,300,000. ***See Airline Ticket Restrictions below for additional rules and limitations.

THIRD PRIZE: (35) 4 admission tickets to Six Flags® New England in Agawam, MA. ARV \$167.96, Odds 1:37,143. Tickets must be redeemed during the 2010 calendar year.

FOURTH PRIZE: (25) 4 admission tickets to Six Flags® Great Adventure in Jackson, NJ. ARV \$239.96, Odds 1:52,000. Tickets must be redeemed during the 2010 calendar year.

FIFTH PRIZE: (45) 2 admission passes to Water Country® water park in Portsmouth, NH. ARV \$71.98 (ea pair), Odds 1: 28,889. Passes must be redeemed during the 2010 calendar year.

SIXTH PRIZE: (2,000) \$5 off next purchase of at least \$5 worth of merchandise at OLYMPIA SPORTS; one-time use only. ARV \$5.00 (ea), Odds 1:650.

SEVENTH PRIZE: (100,000) \$10 off purchase of \$50 or more at OLYMPIA SPORTS; one-time use only. ARV \$10.00 (ea), Odds 1:13.

FOOD PRIZES FROM BURGER KING®: (479,157) Free Value French Fry, ARV \$1.00, Odds 1:3; (479,157) Free Value Coke®, ARV \$1.00, Odds 1:3; (119,789) Free WHOPPER JR.® Sandwich, ARV \$1.00, Odds 1:11; (119,789) Free Side Salad, ARV \$1.00, Odds 1:11.

PRIZES/OFFERS CONSIST ONLY OF THOSE ITEMS SPECIFICALLY LISTED AS PART OF THE PRIZE/OFFER AS DESCRIBED ON THE PROMOTION CARD AND IN THESE PROMOTION OFFICIAL RULES.

****Travel Restrictions:** All meals, gratuities, transfers, taxes, and other expenses not specified herein are the sole responsibility of the winner and his/her travel companion. The winner's travel companion must be 18 years of age or older, or if the companion is a minor, the winner must be such minor's parent or legal guardian and must sign and return a liability/publicity release prior to ticketing of prize. Winner and his/her travel companion must travel on the same itinerary and possess all required travel documents and identification (including, without limitation, visas, and a valid passport, if applicable). "Black out" dates and holiday restrictions may apply. No cash alternative or prize substitutions will be allowed except that Prize Sponsor reserves the right to substitute a prize of comparable or greater value (or at Prize Sponsor's election, the cash value of the applicable prize) in the event a stated prize is unavailable, in whole or in part, for any reason. In the event a trip winner or his or her guest, during the trip, engages in behavior that (as determined by Prize Sponsor in Prize Sponsor's sole discretion) is obnoxious, threatening, illegal, or that is intended to annoy, abuse, threaten, or harass any other person, Prize Sponsor reserves the right to terminate the trip early, in whole or in part, and send the winner and/or his or her guest home with no further compensation.

*****Airline Ticket Restrictions:** Actual value of the trip varies based on point of departure. All meals, accommodations, gratuities, transfers, taxes (including, without limitation, government taxes, Passenger Facility Charge, and 9/11 Security Fee) and other expenses not specified herein are the sole responsibility of the winner and his/her travel companion. The winner's travel companion must be 18 years of age or older, or if the companion is a minor, the winner must be such minor's parent or legal guardian and must sign and return a liability/publicity release prior to ticketing of prize. Winner and his or her travel companion must travel on the same itinerary and possess all required travel documents and identification (including, without limitation, visas and a valid passport, if applicable). The airline tickets are subject to availability and must be completed by November 12, 2010. "Black out" dates may apply. No cash alternative or prize substitutions will be allowed except that Prize Sponsor reserves the right to substitute a prize of comparable or greater value (or at Prize Sponsor's election, the cash value of the applicable prize) in the event a stated prize is unavailable, in whole or in part, for any reason. The travel is subject to availability and confirmation of

reservations. Prize Sponsor reserves the right to structure the travel route in its sole discretion. Changes not permitted after ticket issue. The tickets are non-refundable, non-assignable, and non-transferable and are not valid for upgrades and/or frequent flyer miles. All tickets are subject to the vagaries of flight variation, work stoppages, and schedule or route changes. In the event a trip winner or his or her guest, during the trip, engages in behavior that (as determined by Prize Sponsor in Prize Sponsor's sole discretion) is obnoxious, threatening, illegal, or that is intended to annoy, abuse, threaten, or harass any other person, Prize Sponsor reserves the right to terminate the trip early, in whole or in part, and send the winner and/or his or her guest home with no further compensation.

7. TO CLAIM THE GRAND, FIRST, SECOND, THIRD, OR FOURTH PRIZES: On the space provided on the back of the Promotion Card, print in ink your name, complete address including ZIP code (no P.O. or A.P.O./F.P.O. boxes), day and evening telephone numbers, and date of birth, and sign in ink your name. After you have made a copy of your Promotion Card for your records, send the original Promotion Card to:

A CHANCE FOR KIDS® Prize Redemption, c/o THE JIMMY FUND, 10 BROOKLINE PLACE WEST, BROOKLINE, MA 02445-7226. The Promotion Card must be received by November 12, 2010. Limit one claim per envelope. Employees of BURGER KING® restaurants and OLYMPIA SPORTS stores, are not authorized to verify or fulfill the potential winning grand, first, second, third, or fourth prizes.

TO CLAIM ALL OLYMPIA SPORTS PRIZES: Bring the winning Promotion Card to any OLYMPIA SPORTS store. OLYMPIA SPORTS prizes must be redeemed by November 1, 2010.

TO CLAIM ALL BURGER KING® PRIZES: Bring the winning Promotion Card to any participating BURGER KING® restaurant in the Territory. Food prizes may not be redeemed at the visit at which you receive the Promotion Card. Submit the Promotion Card to the cashier before placing your order. Food prizes must be claimed by November 1, 2010, and may not be combined with any other offer. Limit one food prize claim per person per visit. Any applicable sales tax is the responsibility of the Promotion Card holder. **All visits to the same BURGER KING® restaurant within two (2) hours constitutes a single visit. Food prizes may be redeemed only during the hours the food item is served.**

8. REQUIREMENTS OF POTENTIAL WINNERS: Prize winner shall be solely responsible for all federal, state, and/or local taxes, and the reporting consequences thereof, for any other service charges, delivery, processing and handling fees, and any other fees or costs associated with the applicable prize. Each potential prize winner may be required to complete, execute, and return an Affidavit of Eligibility and Liability/Prize Acceptance Forms and where legally permissible, a Publicity Release within five (5) days of attempted notification. Forms will be sent via express delivery and a prepaid air bill will be provided. Non-compliance with this time period may result in disqualification. Return of any prize or Prize Acceptance Forms (and related documents) as undeliverable will result in disqualification.

9. VERIFICATION: All claims for prizes are subject to verification by the Sponsor, and each respective prize supplier and/or its agents or representatives, whose decisions are final, binding, and conclusive on all matters. Promotion Cards are INVALID AND WILL BE REJECTED if they are tampered with in any way, if any part is counterfeited or reproduced, if obtained where the Promotion is prohibited, or if obtained outside of authorized channels. Promotion Cards may be rejected if they are damaged, illegible, mutilated, or if they contain any printing, production, and typographical, mechanical, or other errors. All Promotion Cards and other materials submitted to DFCI become the sole property of DFCI and will not be returned. In the event of printing or other error or irregular Promotion Cards, DFCI, its promotion, fulfillment, advertising, and judging agents and agencies shall not have any liability relating thereto. If, due to printing, production, or other error, more winning Promotion Cards are distributed or more prizes/offers are claimed than are intended to be awarded for any prize/offer level per Rule 6, the intended prizes/offers will be awarded in a random drawing from among all verified prize claims received for that prize/offer level. In no event will DFCI be obligated to award more than the stated number of prizes/offers per Rule 6.

10. PUBLICITY: Except where prohibited, participation in the Promotion constitutes participant's consent to DFCI and prize suppliers' use of the participant's name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further notice, payment, or consideration.

11. GENERAL CONDITIONS: DFCI reserves the right to cancel, suspend, and/or modify the Promotion if any fraud or other problem corrupts the administration, security, or proper transmission of the Promotion, as determined by DFCI in its sole discretion. DFCI reserves the right in its sole discretion to disqualify any individual or entity it finds or believes to be tampering with the Promotion Cards or the operation of the Promotion, or to be acting in violation of these Official Rules. Any attempt by any person to undermine the legitimate operation of the Promotion may be in violation of criminal and civil law, and, should such an attempt be made, DFCI reserves the right to seek damages from any such person to the fullest extent permitted by law. If any potential winner is found to be ineligible, or has not complied with these Official Rules, or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected at DFCI's discretion. DFCI's failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail and govern.

12. RELEASE: By participating in the Promotion, participant releases DFCI, its advertising and promotion agencies, Promotion Card suppliers, prize suppliers, and any other individual or company involved in the development or execution of the Promotion, and any of their respective parent companies, subsidiaries, affiliates, directors, officers, employees, and agencies (collectively, the "Released Parties") from any liability whatsoever, and waives any and all causes of action, related to any claims, costs, injuries, losses, or damage of any kind arising out of or in connection with the Promotion or delivery, mis-delivery, acceptance, possession, use or misuse of, or inability to use any prize (including without limitation, claims, costs, injuries, losses, and damages related to personal injury, death, damage to, or destruction of, property, rights of publicity or privacy, defamation, or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty, or other theory. By participating in the Promotion, participant acknowledges and agrees that the Released Parties have not made any warranty, representation, or guarantee, express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose.

13. LIMITATIONS OF LIABILITY: The Released Parties are not responsible for any: (a) unauthorized human intervention in any part of the Promotion; (b) printing errors; (c) errors which may occur in the administration of the Promotion or the processing of prize claims; (d) late, lost, illegible, or misdirected entries or Affidavit-Releasees; or (e) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt, use, or misuse of any prize.

14. DISPUTES: Except where prohibited, participant agrees that: (a) any and all disputes, claims, and causes of action arising out of, or connected with, the Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the Commonwealth of Massachusetts and all issues and questions concerning construction, validity, interpretation, and enforceability of these Official Rules or the rights and obligations of participants, the Sponsor, or the prize suppliers in connection with the Promotion shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Promotion, but in no event attorneys' fees; and (c) participant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

15. OFFICIAL RULES AND PROMOTION RESULTS: These Official Rules are available on www.jimmyfund.org/acfk-rules and at participating outlets within the Territory. You may also obtain a copy of these Official Rules and a list of the Grand, First, Second, Third, or Fourth prize winners after December 11, 2010, but prior to May 10, 2011, by sending a self-addressed, stamped envelope to A Chance for Kids® Winner's List, c/o Jimmy Fund, 10 Brookline Place West, Brookline, MA 02445-7226. Vermont residents may omit return postage for Jimmy request.

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