

2021 ASHE Chapter Giveaway OFFICIAL RULES

NO PURCHASE NECESSARY. Giveaway only open to **Attendees of the 2021 Chapter Virtual Leadership Forum** who are residents of the 50 U.S. or D.C., **18**, years and older. While supplies last, receive either a Yeti Cup, Long Sleeve Shirt, T-shirt or Messenger Bag". Limit one per person while supplies last. Requests in excess of this limit or not made in compliance with these terms and conditions will not be honored. The **first who wins each challenge overall** will received from **December 8, 2021 until December 8, 2021** in accordance with these terms and conditions will be fulfilled.

NO PURCHASE NECESSARY. This offer is available to residents of 50 United States and D.C. who are 18 years of age and older as of **December 8, 2021**. NO PURCHASE NECESSARY. OPEN TO **ATTENDEES OF THE 2021 VIRTUAL CHAPTER LEADERSHIP FORUM** WHO ARE LEGAL RESIDENTS OF THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA (EXCLUDING GUAM, PUERTO RICO AND ALL OTHER U.S. AND FOREIGN TERRITORIES AND POSSESSIONS), WHO ARE **over the aged of 18 YEARS OF AGE OR OLDER**. VOID WHERE PROHIBITED. ALL FEDERAL, STATE, AND LOCAL REGULATIONS APPLY.

While supplies last, Yeti Cup, Long Sleeve Shirt, T-shirt or Messenger Bag". Limit one per person while supplies last for playing the Trivia Game. Requests in excess of this limit or not made in compliance with these terms and conditions will not be honored. **Only the first person who wins each challenge overall will get either a Yeti Cup, Long Sleeve Shirt, T-shirt or Messenger Bag" on December 8, 2021 until December 8, 2021** in accordance with these terms and conditions will be fulfilled.

BY ENTERING THE GIVEAWAY, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE GIVEAWAY ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. GIVEAWAY PERIOD: "ASHE CHAPTER GIVEAWAY". The Giveaway **begins on 08/08/21 at 8:30 AM Central Standard Time ("CT") and ends on 08/08/21 at end of the Chapter Leadership Form (approximately 2:00 p.m.) Administrator's computer is the official clock for the Giveaway.**

2. ELIGIBILITY: Giveaway is open to **all Attendees of the 2021 Chapter Leadership Forum** who are legal residents in one (1) of the fifty (50) United States or District of Columbia, who are at least **18** years of age or older at the time of entry. Void in Puerto Rico, and all other U.S. and foreign territories and possessions, and wherever else prohibited or restricted by law. Employees of the **American Society for Health Care Engineering** and Administrator and their respective parent their immediate family members (spouse, parent, child, sibling and their immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and those living in the same household of each such employee, whether or not related, are not eligible to enter or win. Sponsor reserves the right to disqualify participants who violate these Official Rules or interfere with this Giveaway in any manner. If a participant is disqualified, Sponsor reserves the right to terminate that participant's eligibility to participate in the Giveaway. This Giveaway is subject to all federal, state, and local laws.

3. ENTRY:

ENTRY: To receive the Prize Entrants must attend the **2021 Virtual Chapter Leadership Forum and participate in Trivia Game**, while supplies last.

LIMITS: There is a limit of one (1) entry per person for the Giveaway Period. **Prizes can only be awarded to the person attend the Virtual 2021 Chapter Leadership Forum.** Entries generated by script, macro, robotic or by any other automatic or mechanical means are void. All entries become the property of Sponsor and will not be acknowledged or returned.

ENTRANT DATA AND PRIVACY: Submission of **registration via meeting notice as an attendee of the 2021 Chapter Leadership Forum** constitutes your consent to participate in the Giveaway and consent for Sponsor to obtain, use, and transfer your name, address and other details for Giveaway administration purposes. Any Entrant Data shall be used only in a manner consistent with the consent given by entrants at the time of entry, with these

Official Rules, and with Sponsor's Online Privacy Policy, which can be found at <http://www.ashe.org/disclaimers/privacystatement.html>. It is the general policy of Sponsor not to share personally identifiable information with third parties.

4. PRIZES:

PRIZE DETAILS: Only the first person who wins each challenge overall will get either a Yeti Cup, Long Sleeve Shirt, T-shirt or Messenger Bag" on December 8, 2021 until December 8, 2021 in accordance with these terms and conditions will be fulfilled. in accordance with these terms and conditions will be fulfilled. PRIZES WILL BE ACCEPTED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) AND ARE NON-TRANSFERABLE, AND NO SUBSTITUTION OR CASH EQUIVALENT IS ALLOWED, EXCEPT AT THE DISCRETION OF THE SPONSOR. Sponsor will not replace any lost or stolen prize element. Any depiction of prize in promotional materials is for illustrative purposes only. If a Prize or prize component is unavailable, a Prize or prize component of equal approximate retail value or comparable use will be awarded in Sponsor's sole discretion. Prize All federal, state and local taxes and any other costs associated with acceptance or use of a prize are the sole responsibility of the Winner. Decisions of the Sponsor and Administrator are final in all respects of the Giveaway and no correspondence shall be entered into. All prizes awarded are subject to verification of eligibility and compliance with these Official Rules.

PRIZE AWARDING: Limit: One (1) Prize per person or household. Only the published number of Prizes stated in these Official Rules will be awarded. No transfers, cash awards, or prize substitutions are permitted, except by Sponsor. Sponsor reserves the right to substitute a prize with one of comparable or greater value, at its sole discretion. Potential winners will be notified at **2021 Virtual Chapter Leadership Forum Luncheon**. Prize winners will be required to provide as applicable, and may be required to sign an affidavit of eligibility, liability release and where legal, a publicity release (collectively, the "Affidavit"), and return same, properly executed, within seven (7) days of issuance of notification. If a potential winner cannot be contacted after a reasonable number of attempts; is ineligible according to these Official Rules; fails to provide the required information and/or return the required documents within the specified time period, he/she will forfeit his/her prize and the prize may be awarded to an alternate winner, in the Sponsor's sole discretion. Upon disqualification, no compensation will be given. Should a potential winner decide to decline his/her prize for any reason whatsoever, Sponsor shall have no further obligation to that potential winner. Once the required information and official paperwork are received within the specified time period, verified, and receive final approval by Giveaway Entities, then and only then will a potential Giveaway winner become an actual winner. Prizes will be fulfilled **at the 2021 Virtual Chapter Leadership Forum Luncheon**.

5. CONDITIONS OF ENTRY: Proof of transmission of an online registration form (such as a copy of the message in a "sent" or similar folder or a "thank you" screen or message) does not constitute proof of actual receipt by Sponsor of an entry for purposes of this Giveaway. Giveaway Entities are not responsible for incorrect or inaccurate transcription of entry information, or for any human or printing error in these rules or any promotional materials, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or Web site, or any other error or malfunction, or any injury or damage to participant's or any other person's computer related to or resulting from participation in this Giveaway, or for late, lost, stolen, illegible or misdirected entries. Entry materials that have been tampered with or altered are void. If, in the Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of this Giveaway, or if any difficulties compromise the administration, security, fairness, integrity, or proper conduct of the Giveaway, the Sponsor reserves the right to void any entries at issue and/or to suspend, modify or cancel, or terminate this Giveaway, in whole or in part, at any time without notice and award the prizes to non-suspect eligible entries received as of the termination date. In case of a dispute as to the owner of an online entry, online entry will be deemed to have been submitted by the authorized account holder of the email address from which the entry is made. The authorized account holder is deemed as the natural person assigned to an email address by an Internet access provider, service provider, or other organization responsible for assigning email addresses or the domain associated with the submitted email address. In the event of time of war, national emergency, accident, dangerous weather conditions, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond the Sponsor's reasonable control, Sponsor has the right, in its sole discretion, to terminate the Giveaway. Notice of such action will be posted online at <https://www.ashe.org/affiliated-chapters>. If there is a discrepancy between these Official Rules and any other promotion materials, the Official Rules will control and govern the Giveaway. Caution: Any attempt by a participant or any other individual to deliberately damage any wireless or online service or website or undermine the legitimate

operation of the Giveaway may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages and/or other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision.

6. GENERAL CONDITIONS: Entrants release and hold harmless Giveaway Entities from losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession of the prize resulting from participating in this Giveaway. Entrant acknowledges and agrees that Sponsor has not arranged for nor carries any insurance of any kind for the benefit of Entrant or that of Entrant's heirs, executors and administrators relative to Entrant's use of the prize awarded to Entrant; and that Entrant is solely responsible for obtaining and paying for any life, accident, automobile, property or other insurance relative to the prize awarded to Entrant. U.S. laws govern this Giveaway. Each entrant further agrees to indemnify and hold harmless Giveaway Entities from and against any and all liability resulting or arising from the Giveaway, or award, use, or misuse of any prize, and to release all rights to bring any claim, action or proceeding against Giveaway Entities.

7. DISPUTES: This Giveaway is conducted in English. Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with this promotion, shall be governed by, and construed in accordance with, the laws of Illinois, without giving effect to any choice of law or conflict of law rules (whether of Illinois, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than in Illinois.

BY ENTERING THE GIVEAWAY, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE GIVEAWAY, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIFTY DOLLARS (\$50.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED FIFTY DOLLARS (\$50.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

8. DISPUTE RESOLUTION: The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in Cook County, Illinois and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Giveaway shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Chicago, IL, Washington, DC, New York City, NY, Los Angeles, CA, Atlanta, GA or Dallas, TX (whichever is closest to entrant's residence); provided, however, if none of these locations are convenient for the hearing, the parties may mutually agree on an alternative location. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Cook County, Illinois. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

9. SPONSOR: American Society for Health Care Engineering, 155 N. Wacker Dr., Suite 500, Chicago, IL 60606.

10. MISCELLANEOUS: The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. When terms such as "may" are used in these Official Rules, Sponsor has sole and absolute discretion. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Giveaway-related materials, privacy policy or terms of use on the Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.