

## OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE YOUR CHANCES OF WINNING.

ENTRY PERIOD: Sweepstakes begins at 3:00 pm Pacific Standard Time (PST) on October 24th and ends at 4:30 pm PST on October 26th (“**Entry Period**”).

HOW TO ENTER: To enter, an eligible individual (each, an “**Entrant**”) must schedule a demo at the booth at ACG Annual Meeting of any of Modernizing Medicine’s products or services.

ENTRY CONDITIONS: All Entrants must schedule the demo during the Entry Period to be eligible for the sweepstakes. [Any entry received after the Entry Period will be void.] LIMIT ONE (1) ENTRY PER PERSON. Multiple entries submitted by a single Entrant are void. [Entries without all of the required information, including, without limitation, a valid email address, are void. An entry must be submitted to the Sponsor prior to the scheduled date and time of the Drawing (as defined below) in order to be eligible.] The Sponsor (as defined below) is not responsible for any errors, omissions, interruptions, deletions, defects, delays or malfunctions in operation or transmission on the Internet that may impact the sweepstakes or for any late, lost, illegible or incomplete entries.

SPONSOR: The sponsor of this sweepstakes is Modernizing Medicine, Inc. (the “**Sponsor**”), 4850 T-Rex Avenue, Suite 200, Boca Raton, Florida 33431, who is responsible for all aspects of this sweepstakes.

PRIZE; PRIZE CONDITIONS: [Apple Watch Series 6 40mm](#) (the “**Prize**”) will be awarded in this sweepstakes to the “**Winner**” selected in accordance with the below. The Prize is offered “as is” with no written, express or implied warranty. The Sponsor is not responsible for repairing or replacing the Prize as a result of damage prior to, during or after shipping or for events beyond the control of the Sponsor. The Sponsor shall pay for the costs of delivery of the Prize to the Winner, and the delivery method of the Prize shall be at the sole discretion of the Sponsor. All other costs associated with acceptance or use of the Prize are the sole responsibility of the Winner. The Winner of the Prize may be required to complete, execute and return an Affidavit of Eligibility and a Liability Release, where legal, within ten (10) days of notification, or the Prize may be forfeited. The Winner may waive his/her right to receive the Prize. The approximate retail value of the Prize is \$399.00.

ODDS OF WINNING: Odds of winning depend on the number of eligible entries received as of the date and time of the Drawing.

WINNER SELECTION AND NOTIFICATION: The winner of the Prize (the “**Winner**”) will be randomly selected (“**Drawing**”) by Sponsor from among all eligible entries received by the Sponsor during the Entry Period. The Drawing will be conducted by Sponsor or its representatives, whose decisions are final and binding in all matters relating to this sweepstakes. The Winner will subsequently be contacted in person or by e-mail by the Sponsor using information provided by the Winner to the Sponsor. Sponsor is not responsible if it is unable to

contact the Winner for prize notification purposes for whatever reason, including an Entrant's failure to provide a valid e-mail address at the time of entry. Disqualification and the selection of an alternate Winner will result from any of the following: (a) potential Winner's inability to accept the Prize; (b) the inability of Sponsor to contact the Winner for any reason; or (c) any other non-compliance with these official rules, as determined by Sponsor in its sole discretion.

**ELIGIBILITY:** Except where regulated or restricted by law, the sweepstakes is open to all legal residents of the 50 United States and the District of Columbia who are at least 18 years of age at the time of entry. Employees of the Sponsor and their immediate family members (spouses and parents, siblings and children and their spouses), or persons living in same household, whether related or not, are not eligible to enter or win. All federal, state, municipal, and local laws and regulations apply. Void where prohibited or restricted by law.

**GENERAL CONDITIONS:** By participating in the sweepstakes, the Entrants acknowledge and agree to be bound by these Official Rules. The Sponsor reserves sole and final judgment as to all matters concerning the consent and the interpretation of these Official Rules. The Winner hereby consents to the use of his/her name, the name of his/her medical practice and his/her likenesses by the Sponsor for the purposes of advertising without additional compensation unless prohibited by law. All taxes on the Prize are the sole responsibility of the Winner and the Winner shall be solely responsible for the reporting and payment of all taxes incurred by acceptance of the Prize. The Prize is not exchangeable or transferable, cannot be redeemed for cash, and must be accepted as awarded. All entries become the property of the Sponsor and will not be returned. In the event of unavailability of the Prize, the Sponsor reserves the right to substitute a prize of comparable value. If, in the sole opinion of Sponsor, the sweepstakes is compromised by virus, bugs, worms, unauthorized human intervention, or other causes beyond the control of the Sponsor affecting administration, security, fairness or proper play of the sweepstakes, the Sponsor reserves the right, at its sole discretion, to cancel or suspend the sweepstakes in its entirety and conduct the Drawing from all eligible entries received prior to the action taken. The Sponsor reserves the right to disqualify, seek remedies and damages from, and criminally prosecute any individual or entrant tampering with the entry process or the sweepstakes in general. The name of the Winner may be obtained upon written request to the Sponsor.

**RELEASE AND INDEMNIFICATION:** BY ENTERING THE SWEEPSTAKES, ENTRANT RELEASES AND HOLDS HARMLESS THE SPONSOR AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS, ACTIONS AND LIABILITIES OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM PARTICIPATION IN THE SWEEPSTAKES, OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF THE PRIZE, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.

**LIMITATION OF LIABILITY:** IN NO EVENT WILL THE SPONSOR BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ARISING OUT OF PARTICIPATION IN THE SWEEPSTAKES OR THE

ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE. WITHOUT LIMITING THE FOREGOING, THE PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

**PRIVACY:** Information submitted in connection with the sweepstakes will be treated in accordance with these Official Rules and Sponsor's privacy policy (as may be amended from time to time), currently available at <http://www.modmed.com/privacy-policy>.

**GOVERNING LAW AND JURISDICTION:** The sweepstakes shall be governed by the laws of the State of Florida. By participating in the sweepstakes, the entrants agree that the federal courts of the United States in and for the Southern District of Florida and the state courts of the State of Florida located in Palm Beach County, Florida shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this sweepstakes.