

# Reward and Recognition Opportunity Drawing Official Rules

**1. HOW TO PARTICIPATE/ENTER:** Opportunity Drawings are offered electronically via the Internet. For each online community survey (a) that is successfully completed by the participant, or (b) that the participant attempted to complete, but for which the participant was disqualified for failure to satisfy applicable survey criteria, the participant shall automatically receive one (1) entry (“Entry”) into the biannual Opportunity Drawing that immediately follows the participant’s receipt of the Entry. For clarity, the participant will not receive an Entry if the participant elects not to complete or is otherwise unable to complete a survey (other than as a result of failure to satisfy applicable survey criteria). **NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN.**

**2. BIENNIAL OPPORTUNITY DRAWINGS:** Participants will automatically be entered into the bi-annual Opportunity Drawing that immediately follows their receipt of an Entry. Opportunity Drawings will be held promptly after expiration of the applicable Drawing Term, as defined in Section 3 below, and five winners will be selected randomly. Each winner will be notified in the month in which the applicable Opportunity Drawing occurs and will receive a code to redeem a \$100 HyperWallet gift card. The Opportunity Drawings will be administered through a third party (Vision Critical (US) Inc.). All decisions on matters pertaining to the Opportunity Drawings are final. Each Entry shall be valid for only one Opportunity Drawing. Each winner is responsible for any and all taxes, fees, and/or costs related to the winner’s receipt of a prize. Limit one prize per person, family, or household. Odds of winning depend on the number of eligible Entries received. Winners may be ineligible to receive a prize if prohibited by applicable laws.

**3. ELIGIBILITY:** The Opportunity Drawings are sponsored by Sharp HealthCare, 8695 Spectrum Center Blvd., San Diego, CA 92123 (the “**Sponsor**”). Vision Critical (US) Inc. (the “**Administrator**”) has been retained by Sponsor to administer the Opportunity Drawings. Administrator is and shall remain solely responsible for the delivery of the prize(s) to the winner(s). Tracking of completion and disqualification from completion of online community surveys to determine eligibility for participation in each Opportunity Drawing shall begin at (a) 3:00 a.m. EST on January 1 of each year, and shall continue until 3:00 a.m. EST on July 1 of each year, and (b) 3:00 a.m. EST on July 1 of each year, and shall continue until 3:00 a.m. EST on January 1 of each year (each, a “Drawing Term”). The first Drawing Term shall commence at 3:00 a.m. EST on July 1, 2020 and will terminate at 3:00 a.m. EST on January 1, 2021 (“First Drawing Term”).

The first Opportunity Drawing will be held promptly after the expiration of the First Drawing Term, and subsequent Opportunity Drawings will continue to be held promptly after the expiration of each Drawing Term thereafter until Sponsor terminates the Opportunity Drawings in its sole discretion. The term and duration of each Drawing Term may end at any time in the sole discretion of Sponsor; provided, however, that an Opportunity Drawing will be held and all prizes will be awarded for the Drawing Term in which such termination occurs. Each Opportunity Drawing is open to all participants who have earned an Entry into the Opportunity Drawing during the then-current Drawing Term. To be eligible to receive an Entry, the participant must be an individual legally residing in one of the 50 United States, at least 18 years of age, and not a Sharp HealthCare employee (or employee's family member) or a Sharp HealthCare physician (or his or her family member). VOID WHERE PROHIBITED.

**4. LIMIT:** Entries are based on the number of Entries earned in the Drawing Term preceding the Opportunity Drawing. Subsequent Entries will be valid for the Opportunity Drawing held for the next Drawing Term, if applicable. Sponsor is not responsible for lost, late, misdirected, or incomplete entries, or for any computerrelated, online, telephonic, or technical malfunctions that may occur. In the event of a dispute regarding who submitted an Entry, the Entry will be deemed submitted by the authorized account holder of the email address submitted at the time of Entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. A selected entrant may be required to provide Sponsor with proof that he/she is the authorized account holder of the email address associated with the selected Entry.

**5. WINNER NOTIFICATION:** Random selection of the potential winners will occur on or about January 1 and July 1 from among all eligible Entries received for the applicable Drawing Term. Prize drawing will be conducted by Administrator. The potential winners will be notified by email on or about the 15<sup>th</sup> day of the month (July or January) following expiration of the Drawing Term. Potential winners will have thirty (30) days from notification to claim their prizes. Sponsor and Administrator and their affiliates, subsidiaries, directors, officers, employees, agents, and representatives will not be liable for unsuccessful efforts to notify a winner. Prizes will be delivered by first class mail. No prize transfer, assignment, or substitution by winner is permitted. Sponsor may substitute the prize for one of equal or greater value. All federal, state, and local taxes, fees, and surcharges on prizes are the sole responsibility of the winners. Winners may be required to complete a release and provide tax identification or other information prior to receiving their prize. If any potential winner declines his or her prize, fails to claim the prize, is unavailable for prize fulfillment,

fails to abide by the Official Rules, or is ineligible, Administrator may select an alternate winner from all remaining eligible Entries. If any prize or prize notification is returned as undeliverable, that prize is forfeited and Administrator may select an alternate winner from all remaining eligible Entries. To obtain the names of the winners, send a request, along with a self-addressed, stamped envelope to Consumer Research, 8695 Spectrum Center Blvd., San Diego, CA 92123 (residents of Vermont need not supply postage). You may be required to sign a confidentiality agreement prior to receiving the winners list.

## **6. LIMITATION OF LIABILITY:**

Sponsor reserves the right in its sole discretion to cancel, terminate, modify, or suspend any or all of the Opportunity Drawings.

Sponsor and Administrator shall not be responsible if an Opportunity Drawing cannot take place or if any prize cannot be awarded due to reasons outside of Sponsor's or Administrator's control, including acts of war, natural disasters, weather, or acts of terrorism. Entrants who do not comply with these Official Rules or who attempt to interfere with an Opportunity Drawing in any way shall be disqualified.

By participating, participants, entrants, and winners release Sponsor, Administrator, and their affiliates, subsidiaries, directors, officers, employees, agents, and representatives, as well as all others associated with the development and execution of the Opportunity Drawings, from and against any and all liability with respect to or in any way arising from the Opportunity Drawings and the awarding and use of the prizes. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft, destruction, alteration, or unauthorized access to Opportunity Drawing entries.

Participants, entrants, and Opportunity Drawing winners agree (a) to be bound by these Official Rules, and (b) that the decisions of Sponsor are final on all matters relating to the Opportunity Drawing.