

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. Entry into this Contest constitutes your acceptance of these Official Rules.

CONTEST ENTRY DATES: Contest starts October 1, 2015 12:00am Eastern Time (“ET”) and ends October 31, 2015 11:59pm ET. (“Contest Period”)

WHO MAY ENTER: Contest is only open to U.S. legal residents with valid email address. Entrants subject to all notices posted online including but not limited to Privacy Policy, Disclaimer and Terms of Use. Employees and their immediate families (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) or those living in the same household (whether or not related) of periFACTS® (“Sponsor”) and their respective parents, affiliates, subsidiaries, prize suppliers, distributors and advertising and promotion agencies (collectively, “Contest Parties”) are not eligible to enter or win. Contestants may need to provide proof of residency upon request.

CONTEST ENTRY: To enter, purchase any eligible item in our online store (www.periFACTSstore.urmc.edu) during the “Contest Period”. Each individual item and/or item number purchased is equal to one entry into our contest. Bundled items, including multiple courses included in one item number, count as one entry.

NO PURCHASE NECESSARY TO ENTER OR WIN. To enter via postal mail, mail the following information on an index card in a self-addressed, stamped envelope with your Full Name, Address, City, State, Zip code, Email address and Signature to: periFACTS® October Sweepstakes, 601 Elmwood Ave, Box 668, Rochester, NY 14642. Entries must be postmarked by October 31, 2015 and received by November 14, 2015. Mail entries that are printed by machine, or otherwise mechanically reproduced, shall be ineligible and shall not be accepted. Sponsor reserves the right to disqualify any Entry for any reason, in its sole and absolute discretion. Sponsor is not responsible for lost, late, damaged, postage-due, stolen, or misdirected mail entries. Entry forms that are mutilated, tampered with, illegible, invalid, or incomplete are not eligible and will not be accepted. You will receive one (1) entry for each mail-in entry received; each mail-in entry must be sent in a separate envelope. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor.

Items not eligible for an entry include online continuing education subscription renewals, affiliate books, birth classes, free online courses, free trials, student tutorial subscriptions or previous purchases.

Odds of winning depend upon number of entries received.

WINNER NOTIFICATION: Winner will be determined at random after the Contest’s end date and will be notified by email. Winner will be required to provide mailing address and medical

license number which will be used to fulfill the prize. At the discretion of the Sponsor, Winner may be disqualified for any of the following reasons: is not eligible based on the eligibility requirements set forth above or fails to complete the winner registration form by December 31, 2015. In the event it is determined that the Winner has not complied with these Official Rules, has failed to execute and return any required documents within the specified time period, has made false statements or a prize notification is returned as undeliverable, then the Winner will be disqualified and at Sponsor's sole discretion, an alternate entry may then be declared the alternate Winner.

PRIZE & APPROXIMATE RETAIL VALUE ("ARV"): One winner will win a one-year individual subscription to our online continuing education program. The winner will have the choice of "Obstetrics with Fetal Monitoring" course or "Antepartum/Postpartum" course subscription type. ARV: up to \$154.00 USD and is based on winner's position/role. If winner is an active subscriber to the online continuing education program, s/he will win an extension of their current subscription by twelve months. Winner is solely responsible for all expenses, costs or fees associated with acceptance and/or use of the prize not specified herein as being awarded, including without limitation, any and all taxes (if any). Winner is not a recipient of a prize until s/he has been verified as the Winner by the Sponsor or judges. Upon fulfilling prize, Sponsor will be deemed to have awarded the prize to the Winner and such Winner assumes full responsibility for the prize. All prize details are at Sponsor's sole discretion. Prize(s) are not redeemable for cash and non-transferable.

GENERAL CONDITIONS: Winning constitutes permission (except where prohibited by law) to use Winner's name, location (including hospital or institution location,) likeness, prize won, and photograph (all at Sponsor's discretion) for future advertising, publicity in any and all media now or hereafter devised throughout the world in perpetuity, without additional compensation, notification or permission. Contest Parties and their respective officers, directors, agents, representatives, and employees (collectively, "Released Parties") are not responsible for lost, late, misdirected, damaged, stolen, altered, garbled, incorrect, incomplete or delayed Entries; all of which will be void. Released Parties are also not responsible for problems related to technical malfunctions of electronic equipment, computer online systems, servers, or providers, computer hardware or software failures, phone lines, failure of any Entry to be received by Sponsor on account of technical problems, traffic, congestion on the internet or the website, or for any other technical problems including telecommunication, miscommunication or failure, and failed, lost, delayed, incomplete, garbled, or misdirected communications which may limit a contestant's ability to participate in this Contest. Released Parties are not responsible for any other errors or malfunctions of any kind, whether network, printing, typographical, human or otherwise relating to or in connection with the Contest, including, without limitation, errors or malfunctions which may occur in connection with the administration of the Contest, the processing or judging of Entries, the announcement of the prize or in any Contest-related materials. Mass entries generated by a script, macro or use of automated devices will be disqualified. Sponsor reserves the right to modify, suspend or

terminate the Contest in the event it becomes infected by a computer virus or is otherwise technically impaired, and to cancel or suspend the Contest in its entirety should tampering, unauthorized intervention, fraud, technical failures or other causes corrupt the administration, security, fairness, integrity or proper play of the Contest and, if terminated, at Sponsor's discretion, determine the Winner using all non-suspect, eligible entries received up to time of cancellation using the judging procedure outlined above. In the event of a dispute regarding entries received from multiple users having the same email account, the authorized subscriber of the email account at the time of Entry will be deemed to be the contestant and must comply with these Official Rules. Authorized subscriber is the natural person who is assigned the email address by the Internet Service Provider (ISP), online service provider, or other organization responsible for assigning email addresses. Sponsor reserves the right at its sole discretion to disqualify any individual (and void his/her Entries) it finds to be tampering with the Entry process or the operation of this Contest or website, intending to annoy, abuse, threaten or harass any other contestant, Sponsor, or any of its representatives or to otherwise be acting in violation of these Official Rules. CAUTION: Any attempt by a contestant to deliberately damage any website or undermine the legitimate operations of the Contest is a violation of criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek damages from any such contestant to the fullest extent permitted by the law and to disqualify such contestant from the Contest.

ASSIGNMENT OF RIGHTS: Entrant hereby acknowledges that Entry and all other materials of every kind whatsoever created by contestant relating to the Contest (collectively, the "Work") are a "work made for hire" (as that term is used in the United States Copyright Act) for Sponsor, and assigns to Sponsor (or, if any applicable law prohibits or restricts such assignment, contestant hereby grants to Sponsor an irrevocable, perpetual, royalty-free, transferable license of) limited right, title and interest in and to such Work, including, without limitation, all rights of every kind and nature (whether now known or hereafter devised, including all copyrights therein and thereto and all renewals and extensions thereof), throughout the universe, in perpetuity, for all purposes, in any and all media, whether now known or hereafter devised. Contestant acknowledges and agrees that the Sponsor does not have now, nor shall any of them have in the future, any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of any copyright in and to contestant's Entry.

MISCELLANEOUS CONDITIONS: Failure to comply with these Official Rules may result in disqualification from the Contest. Sponsor reserves the right to permanently disqualify any person it believes has intentionally violated these Official Rules. Contest subject to all federal, state and local laws and regulations. Void where prohibited by law.

RELEASES: By entering in this Contest, contestants agree to Sponsor's use of their personal information for both online and offline direct marketing purposes. To opt-out, email jenna_brooks@urmc.rochester.edu with the SUBJECT: Opt-Out, at any time. Opting out means you

will not receive any future marketing email communications to your email address provided during this contest period. For more details see Privacy Practices and Disclaimer. By receipt of any prize, winner agrees to release and hold harmless Sponsor (periFACTS®) and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, medical malpractice, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize or participation in any contest-related activity and for any claims based on publicity rights, defamation, invasion of privacy and prize delivery.

ARBITRATION & CHOICE OF LAW: Except where prohibited by law, as a condition of participating in this Contest, Contestant agrees that (1) any and all disputes and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action lawsuit, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the contestant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will contestant be permitted to obtain awards for, and contestant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than contestant's actual out-of-pocket expenses (i.e., costs associated with entering this Contest), and contestant (or, if an eligible minor, his/her parent or legal guardian) further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of contestants and Sponsor in connection with this Contest, shall be governed by, and construed in accordance with, the substantive laws of the State of New York, USA without regard to New York choice of law rules.

WINNERS LIST: Winner will be announced and posted on the sponsor's website.

(www.periFACTS.com)

SPONSOR, ADMINISTRATOR AND PRIZE PROVIDER: periFACTS® OB/GYN Academy, 601 Elmwood Ave, Box 668, Rochester, NY 14642 USA

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