

“HELP US IMPROVE YOUR STRESSCHECK EXPERIENCE” SURVEY – \$50 AMAZON GIFT CARD SWEEPSTAKES OFFICIAL RULES

OFFICIAL RULES:

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

PROMOTION DESCRIPTION:

The \$50 Amazon Gift Card Sweepstakes ("Sweepstakes") begins on **01/30/2020 at 12:01 am EST** and ends on **03/01/2020 at 11:59 pm EST** (the "Promotion Period").

GENERAL CONDITIONS:

The sponsor of this Sweepstakes is Engineering Software Research & Development, Inc., 111 West Port Plaza, Suite 825, St. Louis, MO, USA 63146 ("Sponsor"). By participating in the Sweepstakes, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. Sponsor is responsible for the collection, submission or processing of Entries and the overall administration of the Sweepstakes. Entrants should look solely to Sponsor with any questions, comments or problems related to the Sweepstakes. Sponsor may be reached by email at brent.lancaster@esrd.com during the Promotion Period. Please include "Amazon Gift Card Sweepstakes" as the subject line.

HOW TO ENTER:

Enter the Sweepstakes during the Promotion Period online by visiting the entry form, which can be found at <https://www.esrd.com/help-us-improve-your-stresscheck-experience-v2>.

WINNER SELECTION AND NOTIFICATION:

The Winner of the Sweepstakes will be selected in a random drawing from among all eligible Entries received throughout the Promotion Period. The random drawing will be conducted about one week after the Promotion Period by Sponsor or its designated representatives, whose decisions are final. Odds of winning will vary depending on the number of eligible Entries received.

Winner will be notified by email at the email address provided in the Entry Information approximately **two weeks** after the random drawing. Potential Winner must accept a prize by email as directed by Sponsor within **one month** of notification. Sponsor is not responsible for any delay or failure to receive notification for any reason, including inactive email account(s), technical difficulties associated therewith, or Winner's failure to adequately monitor any email account.

Any Winner notification not responded to or returned as undeliverable may result in prize

forfeiture. The potential prize Winner may be required to sign and return an affidavit of eligibility and release of liability, and a Publicity Release (collectively "the Prize Claim Documents"). No substitution or transfer of a prize is permitted except by Sponsor.

PRIZE:

The Winner of the random drawing will receive by e-mail a hyperlink to a fifty dollar (\$50) digital Amazon Gift Card.

THE PRIZE IS GIVEN AWAY BY SPONSOR "AS-IS." SPONSOR DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

Gift cards and gift certificates are subject to the terms and conditions of the issuer. Prizes cannot be transferred, redeemed for cash or substituted by Winner. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The ARV of the prize represents Sponsor's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash. Sponsor makes no representation or warranty concerning the appearance, safety or performance of any prize awarded. Restrictions, conditions, and limitations may apply. Sponsor will not replace any lost or stolen prize items.

ELIGIBILITY:

Only one (1) entry via any means of entry per person, e-mail address, or household is permitted. Open to legal residents of the regional territories where Sponsor conducts business and who are 21 years of age or older at the time of entry (the "Entrant"). The Sweepstakes is not available in countries, states or provinces where local laws prohibit such offers, including but not limited to Belgium, Sweden, Italy, Spain, Puerto Rico, and Quebec, Canada. Sponsor, and their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors and employees (the "Promotion Entities"), are ineligible to enter the Sweepstakes or win a prize.

Household Members and Immediate Family Members of such individuals are also not eligible to enter or win. "Household Members" shall mean those people who share the same residence at least three months a year. "Immediate Family Members" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. This Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited or restricted by law.

Automated or robotic Entries submitted by individuals or organizations will be disqualified. Internet entry must be made by the Entrant. Any attempt by Entrant to obtain more than the stated number of Entries by using multiple/different email addresses, identities, registrations, logins or any other methods, including, but not limited to, commercial contest/sweepstakes subscription notification and/or entering services, will void Entrant's Entries and that Entrant

may be disqualified. Final eligibility for the award of any prize is subject to eligibility verification as set forth below. All Entries must be posted by the end of the Promotion Period in order to participate. Sponsor's database clock will be the official timekeeper for this Sweepstakes.

DISQUALIFICATION:

Sponsor reserves the right, in its sole discretion, to disqualify any entrant that Sponsor determines: (1) has tampered with the entry process or the operation of the Sweepstakes; (2) has acted in an unsportsmanlike or disruptive manner or with the intent to annoy or harass Sponsor or any other person or entity; (3) has not satisfied all of the requirements for entry in the Sweepstakes; or (4) is otherwise ineligible under, or in violation of, these Official Rules.

PRIVACY:

Any personal information supplied by you will be subject to the privacy policy of the Sponsor posted at <https://www.esrd.com/privacy-policy>. By entering the Sweepstakes, you grant Sponsor permission to share your email address and any other personally identifiable information with the other Sweepstakes Entities for the purpose of administration and prize fulfillment, including use in a publicly available Winners List (if applicable).

LIMITATION OF LIABILITY:

By entering, each entrant releases and holds harmless Sponsor, any other persons or entities involved in the Sweepstakes, each of its and their respective parents, subsidiaries, and affiliates, and each of its and their respective officers, directors, employees, and agents, from all claims, harm and liability whatsoever arising out of or resulting from: (1) entry or participation in the Sweepstakes; (2) the acceptance, possession, or use of any prize; (3) any violation by such entrant of these Official Rules or applicable laws; (4) any incorrect or inaccurate entry of information including, but not limited to as a result of technical malfunctions, human error, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software or any combination thereof; (5) entry materials that have been tampered with, or entries that are illegible, late, lost, damaged, postage due or misdirected; (6) any injury or damage to participants or any other person's computer related to or resulting from participation or downloading any material in connection with the Sweepstakes; and (7) any conditions arising from events beyond Sponsor's reasonable control. Notwithstanding the foregoing, normal manufacturer's warranties provided with any prizes awarded herein shall remain in effect in accordance with their terms. Sponsor shall have no responsibility for manufacturer warranties, unless the warranty is provided in connection with prizes manufactured by Sponsor and provided at the time of award. Winner assumes all liability for any injury or damage caused or claimed to be caused by participation in this Sweepstakes or use/misuse or redemption of the prize.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER SPONSOR NOR ANY OF THE AFOREMENTIONED PARTIES SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SWEEPSTAKES, HOWSOEVER CAUSED, WHETHER ARISING IN STATUTE, TORT, CONTRACT, OR OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES, AND ALL SUCH DAMAGES ARE HEREBY DISCLAIMED AND EXCLUDED.

TERMINATION:

If, for any reason, the Sweepstakes is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. In such event, Sponsor shall immediately suspend all drawings and prize awards, and Sponsor reserves the right to award any remaining prizes (up to the total ARV as set forth in these Official Rules) in a manner deemed fair and equitable by Sponsor. Sponsor and Released Parties shall not have any further liability to any participant in connection with the Sweepstakes.

NO ENDORSEMENT:

Nothing contained in these Official Rules or in any of the Sweepstakes materials should be construed as an endorsement by Sponsor of any prize manufacturers or suppliers or other third party, product, or service.

TAXES:

All federal, state and/or local taxes, fees, and surcharges are the sole responsibility of the prize Winner. Failure to comply with the Official Rules will result in forfeiture of the prize.

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