

**Remote Medical International January 2019 HSE Sweepstakes  
Official Rules**

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

**OPEN TO ELIGIBLE LEGAL RESIDENTS OF THE 50 UNITED STATES AND DISTRICT OF COLUMBIA WHO, AS OF THE TIME OF ENTRY, ARE AT LEAST 18 YEARS OLD.**

**VOID IN PUERTO RICO AND ALL JURISDICTIONS OTHER THAN THOSE STATED ABOVE AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

**1. Eligibility**

The Remote Medical International January 2019 HSE Sweepstakes (the “**Sweepstakes**”) is open only to individuals who are (i) eighteen (18) years of age or older at the time of entry and (ii) a legal resident of the 50 United States or the District of Columbia. Void in Puerto Rico and all jurisdictions other than those stated above and where prohibited or restricted by law. The following individuals are not eligible to enter or win a prize: employees, contractors, representatives, agents, directors, and officers of Remote Medicine, Inc. (“**Sponsor**”) and its parent, subsidiary, or affiliated companies, marketing agencies, and any other parties involved in the administration of the Sweepstakes (Sponsor, collectively with the foregoing, the “**Sweepstakes Parties**”) and each of the immediate family members of such excluded individuals (i.e., spouses, parents, children, siblings and the “steps” of each) and all persons living in the same household of each. By participating in this Sweepstakes, entrants agree to be bound by these official rules (“**Official Rules**”) and by the decisions of the Sponsor in all matters relating to the Sweepstakes.

**2. How to Enter**

NO PURCHASE NECESSARY AND NO ENTRY FEE, PAYMENT OR PROOF OF PURCHASE IS NECESSARY TO PARTICIPATE.

You may use one of two methods to enter the Sweepstakes. The first method of entry requires you to attend the 2019 AGC Winter Health and Safety conference (“**Conference**”) at the Miami Marriott Biscayne Bay in Miami, Florida. The second method of entry requires a mail-in entry as explained below under the section entitled “Alternative Method of Entry.” **Limit (1) entry per person, regardless of method of entry used.**

Compliance with the entry requirements will be determined by Sponsor in its sole discretion. Submissions that violate, as determined by the Sponsor, in its sole discretion, these entry requirements or do not meet the submission deadlines will be disqualified from the Sweepstakes.

**Method 1: Entry at the AGC Health and Safety Conference**

To participate in the Sweepstakes at the Conference, during the Conference to be held between January 16, 2019 and January 18, 2019, visit Sponsor’s booth, legibly hand print all requested information on the Sweepstakes entry card available at the booth and deposit your completed entry card in the designated entry box.

## **Method 2: Alternative Method of Entry**

To participate in the Sweepstakes without attending the Conference, legibly hand print your full name, job title, company or military branch, complete address (including zip code), telephone number, e-mail address, and whether you would like RMI to contact you by e-mail or phone, on a 3 ½" x 5" card and mail it, with proper postage affixed, to Remote Medical International, 4259 23<sup>rd</sup> Avenue West, Seattle, WA 98199, Attn: Jenni Bednarz.

You will receive one (1) entry for the completed entry card received. Entries must be postmarked by January 18, 2019 and received by January 22, 2019. The Sweepstakes Parties assume no responsibility for lost, late, incomplete, stolen, misdirected, illegible or postage-due entries or mail, all of which will be void. No mechanically reproduced entries permitted. All entries become the property of Sponsor and none will be acknowledged or returned.

## **3. Odds of Winning**

The odds of winning depend on the number of eligible entries received.

## **4. Winner Selection and Notification**

On or about January 25, 2019, three (3) winners will be randomly selected from all eligible entries received. Sponsor will notify the winners via the phone number or e-mail address registered on the Sweepstakes entry card by January 31, 2019.

## **5. Prizes and Prize Claim**

One (1) grand prize winners will win a \$500 Visa gift card.

Two (2) first prize winners will each win \$250 Visa gift card.

The total ARV of all prizes offered in this Sweepstakes is \$1,000.

Winners are subject to verification, including verification of age and residency. The prizes are non-transferable and no prize substitution is permitted, except at the sole discretion of the Sponsor. If a prize cannot be awarded for any reason, Sponsor reserves the right in its sole discretion to substitute a prize with one of comparable or greater value.

Each winner is solely responsible for all federal, state, local, or other applicable taxes associated with the acceptance and use of a prize. All costs and expenses associated with prize acceptance and use not specifically provided herein are the responsibility of the winner.

As a condition of receiving a prize, each winner must sign and return any documents requested by Sponsor. Failure to sign and return any requested documents by the specified return date will result in disqualification of the winner and the forfeiture of all interest in the prize. Grand prize winner will be issued an IRS Form 1099 in the amount of the actual retail value of the prize and must provide Sponsor with his/her valid Social Security Number or Taxpayer ID for tax reporting purposes.

Sponsor will e-mail prizes to the e-mail address listed on each prize winner's entry card. The method of shipping and the carrier will be determined in the sole discretion of Sponsor.

If a winner (i) is determined to be ineligible, (ii) fails to respond to the initial message regarding prize winning within one (1) week of notification or after three (3) attempts (whichever occurs first), or (iii) fails to sign and return all requested documents by the specified return date, the winner forfeits the prize in its entirety and an alternate winner will be announced based upon a random drawing of the other eligible entries received.

## **6. Publicity**

Except where prohibited by law, each winner's acceptance of a prize constitutes permission for the Sponsor and its agents to use the winner's name, hometown, and likeness, worldwide and in all forms of media, in perpetuity, without further compensation or approval.

## **7. Limitation of Liability**

Lost or Corrupted Entries: The Sweepstakes Parties assume no liability and are not responsible for, and entrant hereby forever waives any rights to any claim in connection with, lost, late, incomplete, corrupted, stolen, misdirected, illegible or postage-due entries or mail, if applicable; or for any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, unauthorized human intervention, or the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information. The Sweepstakes Parties, and their parents, affiliated and subsidiary companies, licensors, production companies, advertising and promotion agencies, are not responsible for any incorrect or inaccurate information, whether caused by entry information submitted by entrants or tampering, hacking, or by any of the equipment or programming associated with or utilized in this Sweepstakes, and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Sweepstakes.

Damaged Property: The Sweepstakes Parties assume no liability and are not responsible for, and entrant hereby forever waives any rights to any claim in connection with, injury or damage to any entrants or to any other person's computer or property related to or resulting from participating in this Sweepstakes.

Sweepstakes Errors: The Sweepstakes Parties assume no liability and are not responsible for, and entrant hereby forever waives any rights to any claim in connection with, errors and/or ambiguity: (a) in the Sweepstakes; (b) in any related advertising or promotions of this Sweepstakes; and/or (c) in these Official Rules. In the event of any ambiguity or error(s) in these Official Rules, Sponsor reserves the right to modify these Official Rules for clarification purposes or to correct any such ambiguity or error(s) without materially affecting the terms and conditions of the Sweepstakes.

Prizes and Winners: The Sweepstakes Parties assume no liability and are not responsible for, and entrant hereby forever waives any rights to any claim in connection with, the selection and announcement of any winner, the distribution of any prize, the acceptance/possession and/or use/misuse of any part of a prize and/or any injury or damage to any entrant's or third person's property related to or resulting from any part of a prize or any part of this Sweepstakes.

Release and Indemnity: Each entrant in this Sweepstakes, including, without limitation, each winner, hereby releases and agrees to hold harmless the Sweepstakes Parties from any and all liability for any injuries, loss or damage of any kind to person, including death and property arising in whole or in part,

directly or indirectly, from acceptance, possession, use or misuse of any Sweepstakes prize, participation in this Sweepstakes and participation in any activity related to this Sweepstakes.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE SWEEPSTAKES PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ENTRANT'S PARTICIPATION IN THE SWEEPSTAKES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8. LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT A PARTICIPANT, TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND PURSUE ALL OTHER REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

#### **9. Sponsor's Reservation of Rights**

If the Sweepstakes is not capable of running as planned for any reason, including without limitation, due to a force majeure event or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor reserves the right, at its sole discretion, to disqualify any individual who is responsible or who tampers with the entry process or otherwise acts in violation of these Official Rules, and to cancel, modify, or terminate the Sweepstakes. In the event of cancellation, Sponsor reserves the right to randomly draw an alternate winner from all eligible, non-suspect entries received prior to cancellation. In the event that an entry is confirmed to have been erroneously deleted, lost or destroyed, entrant's sole remedy shall be another entry into the Sweepstakes.

#### **10. Governing Law and Jurisdiction**

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, the rights and obligations of any participant, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of State of Washington without giving effect to any choice of law or conflict of law rules. By entering, you consent to the jurisdiction and venue of the state and local courts located in King County, Washington and the federal courts located in the Western District of Washington for the resolution of all disputes, and agree that any and all disputes shall be resolved exclusively in those courts. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.

#### **11. Waiver and Severability**

Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.

#### **12. Privacy**

Any personally identifiable information collected during an entrant's participation in the Sweepstakes will be collected and used by Sponsor and its designees (i) for the proper administration and fulfillment of the Sweepstakes and as otherwise described in these Official Rules, (ii) to send entrant newsletters relating to Sponsor's events, products, and services which may be of interest to entrant, and (iii) if an

entrant elects to be contacted by phone, to contact entrant with regards to Sponsor's products and services which may be of interest to entrant.

To unsubscribe from Sponsor commercial e-mail lists, use the unsubscribe link in any commercial e-mail message you receive.

Receipt of communications from RMI, including the receipt of any commercial e-mail messages or sales calls, is not a requirement to participate in this Sweepstakes and will not affect your eligibility to win the Sweepstakes.

**13. Winners List**

For the names of the winners, send an email to [jbednarz@remotemedical.com](mailto:jbednarz@remotemedical.com). Requests must be received no later than April 30, 2019.

**14. Sponsor**

Remote Medicine, Inc., 4259 23<sup>rd</sup> Avenue West, Seattle, WA 98199.