

2022 NCCPA Practice Analysis Survey Sweepstakes Official Rules

- 1. Eligibility: The 2022 NCCPA Practice Analysis Survey Sweepstakes (the "Sweepstakes") is open to Physician Assistants who are currently certified by NCCPA, who are legal residents of the U.S., and who have reached the age of majority in their state of residence and are physically located in the US at the time of entry. This Practice Analysis Sweepstakes is subject to federal, state, and local laws and regulations and void where prohibited by law. Employees, officers, directors, agents, representatives of NCCPA or of any of its parent companies, subsidiaries, affiliates, suppliers, partners, advertising and promotion agencies, (collectively the "Sweepstakes Entities"), and their immediate family members and those living in their household, whether or not related, and each person or entity connected with the production, administration of the Sweepstakes, are not eligible. Immediate family members include spouse, parent, child, sibling, including stepparents, children, siblings, half siblings, and all their respective spouses, regardless of where they reside.
- 2. Sponsorship. The sponsor is NCCPA ("Sponsor"), located at 12000 Findley Road, #100, Johns Creek, Georgia 30097.
- 3. Agreement to Rules: By entering this 2022 NCCPA Practice Analysis Survey Sweepstakes, the Entrant ("You") agrees to abide by the Sponsor's Official Rules and decisions, which are fully and unconditionally binding in all respects. The Sponsor reserves the right to refuse, withdraw, or disqualify any Entry at any time at the Sponsor's sole discretion. By entering this 2022 NCCPA Practice Analysis Survey Sweepstakes, You represent and warrant that You are eligible to participate based on the eligibility requirements explained in the Official Rules. You also agree to accept the decisions of the Sponsor as final and binding as it relates to the conduct of this 2022 NCCPA Practice Analysis Survey Sweepstakes. THESE OFFICIAL RULES CONTAIN A CLASS ACTION WAIVER AND LIMITATION ON LIABILITY AND DAMAGES.
- 4. 2022 NCCPA Practice Analysis Survey Sweepstakes Period: The Sweepstakes Period begins on June 15, 2022, with the launch of the survey and ends on July 22, 2022 at 11:59:59 pm ET. There will be Weekly Prize drawings held during the Sweepstakes Period. The Weekly Prize drawings will be held each Wednesday during the Sweepstakes Period. To be eligible to be included in a Weekly Prize drawing, your entry must be received by Sponsor by 8:00:00 am ET on the Wednesday morning of the Weekly Prize drawing (the "Weekly Prize Drawing Deadline"). If your Entry is not selected in a Weekly Prize drawing, it will remain eligible for any remaining Weekly Prize drawings held during the Sweepstakes Period. ET means the local time in New York City, NY, USA on the specified date. The Sponsor's computer system will be the official timekeeping device for all matters relating to this Sweepstakes.
- 5. How to Enter: To be considered an "Entrant" in the Sweepstakes, during the Sweepstakes Period, physician assistants must (a) complete the 2022 NCCPA Practice Analysis Survey ("Entry") in compliance with the requirements of these Official Rules and (b) respond "Yes" to the "I have reviewed, accepted, and agreed to all of the 2022 NCCPA Practice Analysis Survey Sweepstakes Official Rules and want to be entered in the Sweepstakes" question at the end of the survey. To be considered eligible to win a prize, Your Entry must fully meet all Sweepstakes requirements, as specified in the Official Rules or the survey, including providing your full legal name, address, and email address for winner notification and validation in the event your Entry is randomly selected in a drawing. Incomplete surveys or those that do not adhere to the Official Rules or survey requirements will be disqualified at the Sponsor's sole discretion. Weekly Prize drawings will be conducted weekly. Completing the survey early will allow participants more opportunities to win. Participants are eligible to win only one of the \$100 Weekly Prizes. Fraudulent methods of entry or circumvention of the rules may result in the Sponsor invalidating your Entry(ies) and removing it/them from the Sweepstakes at the Sponsor's sole discretion.

- 6. Prizes: There will be a total of fifty (50) \$100 Weekly Prizes. Each Weekly Prize consists of one (1) Visa gift card in the face amount of \$100 USD. Limit one (1) Weekly Prize per Entrant. There shall be no cash or other prize substitution permitted except at the Sponsor's discretion. All Prizes are non-transferable. Each Winner, upon acceptance of a Prize, is solely responsible for all expenses related to that Prize, including without limitation any and all local, state, and federal taxes. No Winner shall transfer or assign the Prize to others nor shall the Winner request the cash equivalent or prize substitution. NCCPA may publicize the first name, last initial and city/state of any Selected Entrant. By submitting an Entry in the Sweepstakes, you agree that the Sweepstakes Entities shall, where permitted by law, have the right to print, publish, broadcast, distribute and use in any media known now or hereafter developed, in perpetuity, worldwide, and without limitation, your first name and last initial and city/state in connection with the Sweepstakes and for all lawful purposes, without any further notice, review, consent, compensation, or remuneration.
- 7. Odds: The total number of eligible Entries received during the Sweepstakes Period determines the odds of winning.
- 8. Selection and Notification of Winner: Winners will be selected by random drawing under the supervision of the Sponsor. Entries received by the Weekly Prize Drawing Deadline for any week during the Sweepstakes Period will be eligible for the Weekly Prize drawing held that week and any succeeding Weekly Prize drawings remaining. At each of the Weekly Prize drawings, the Sponsor will randomly select up to ten (10) Entries from among all eligible Entries received by the Weekly Prize Drawing Deadline for that week. For each drawing, Sponsor will notify the Entrant selected as described above (each a "Selected Entrant") by email at the email address contained within the Selected Entry within five days following selection. The Sponsor is not responsible for nor shall have liability for any Selected Entrant's failure to receive notices for any reason, including email security settings that may cause notifications to be marked as spam or junk email or Selected Entrant's provision of incorrect or otherwise non-functioning contact information. Selected Entrant must respond to the prize notification email and complete and return an executed declaration of eligibility and releases of liability and publicity within the specified timeframe, or the prize may be forfeited and an alternate Entrant may be selected. Receipt of the prize offered in the 2022 NCCPA Practice Analysis Survey Sweepstakes by the Winner is upon the condition of compliance with any and all federal, state, and local laws and regulations. IF THE WINNER VIOLATES ANY OF THESE OFFICIAL RULES, THE WINNER (AT THE SPONSOR'S SOLE DISCRETION) WILL BE DISQUALIFIED, AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.
- 9. Terms & Conditions; Disqualification: In its sole discretion, the Sponsor reserves the right to modify, suspend, cancel, or terminate the 2022 NCCPA Practice Analysis Survey Sweepstakes should it believe that non-authorized human intervention, a bug or virus, fraud, or other causes beyond the Sponsor's control, impact or corrupt the security, fairness, proper conduct, or administration of the 2022 NCCPA Practice Analysis Survey Sweepstakes. The Sponsor, in the event of any of the above issues, may in its sole discretion, determine Winner(s) based on all eligible Entries received prior to and/or after (if appropriate) the incident. In addition, Sponsor reserves the right to award fewer than ten (1) Weekly Prizes in any Weekly Prize drawing in the event that fewer than ten (10) eligible Entries have been received by the appropriate Weekly Prize Drawing Deadline. Individuals who the Sponsor believes are not eligible to participate, who have tampered with or attempted to tamper with or otherwise undermine the legitimate operations of the Sweepstakes or website, have acted or intend to act in a harassing or unsportsmanlike manner with respect to Sponsor, any Sweepstakes Entity, or any Entrant, or violate these Terms & Conditions, will be disqualified by the Sponsor in its sole discretion. In its sole discretion, the Sponsor has the right to maintain the integrity of the 2022 NCCPA Practice Analysis Survey Sweepstakes, to void entries for any reason, including, but not limited to any disallowed entry methods, such as incomplete survey responses, multiple entries from the same user, the use of bots,

macros, scripts, or other technical means for entering. ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

- 10. Limitation of Liability: Your Entry into this 2022 NCCPA Practice Analysis Survey Sweepstakes constitutes your agreement to release and hold harmless the Sweepstakes Entities, their successors, agents, assigns, directors, employees, and officers against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly, or arise from participation in the 2022 NCCPA Practice Analysis Survey Sweepstakes and/or 1) any Winner accepting, possessing, using, or misusing of any awarded Prize or any portion thereof; 2) any type of technical failure; 3) the unavailability or inaccessibility of any transmissions, phone, or Internet service; 4) unauthorized intervention in any part of the entry process or the Sweepstakes; 5) electronic error or human error of any kind in the Sweepstakes administration or the processing of Entries; 6) the decisions of Sponsor or the Sweepstakes Entities made hereunder.
- 11. Disputes: THIS 2022 NCCPA Practice Analysis Survey Sweepstakes IS GOVERNED BY THE LAWS OF THE UNITED STATES AND GEORGIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. The Entrant agrees, as a condition of participating in this promotion, that if any disputes cannot be resolved between the Entrant and the Sponsor, and if causes of action arise out of or are connected with this 2022 NCCPA Practice Analysis Survey Sweepstakes, they shall be individually resolved exclusively before a court located in Georgia having jurisdiction, without resorting to any form of class action. Under no circumstances in any such dispute shall the participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this 2022 NCCPA Practice Analysis Survey Sweepstakes). The participant waives all rights to have damages multiplied or increased.
- 12. Privacy Policy: Information submitted with an Entry is subject to the Privacy Policy stated on the NCCPA's website. Click here to read the Privacy Policy.
- 13. Winners List: Information on Winners will be posted on NCCPA's web site and other methods determined by the Sponsor, in accordance with permissions granted. If you would like a copy of these rules, you may print them or save an electronic file on your device.
- 14. By clicking the appropriate response in the survey, You, the Entrant, acknowledge that you have reviewed, accepted, and agreed to all of the Official Rules.