

## “Energy to Care Home Energy Monitoring Device” Sweepstakes

Abbreviated Rules to be included in email and anywhere that the Sweepstakes is advertised.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW. ONLINE ENTRY ONLY AND INTERNET CONNECTION REQUIRED. Sweepstakes only open to 2021 **ASHE Annual Conference** “General Session: Just Ask ASHE – Sustainability and Decarbonization Forum” **Participants** who are residents of the 50 U.S. or D.C., **21** years and older. Sweepstakes begins on or about 08/08/2021 at 12:00 pm Central Standard Time (CT) and ends at 12:00 pm CT on 08/11/21.

Sweepstakes Official Rules & Regulations

### “Energy to Care Home Energy Monitoring Device” Sweepstakes OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. OPEN TO **2021 American Society for Health Care Engineering (ASHE) Annual Just Ask ASHE General Session Participants** WHO ARE LEGAL RESIDENTS OF THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA (EXCLUDING GUAM, PUERTO RICO AND ALL OTHER U.S. AND FOREIGN TERRITORIES AND POSSESSIONS), WHO ARE 21 YEARS OF AGE OR OLDER. VOID WHERE PROHIBITED. ALL FEDERAL, STATE, AND LOCAL REGULATIONS APPLY.

ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED. AFFIDAVIT OF ELIGIBILITY/RELEASE OF LIABILITY/PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED. ONLINE ENTRY ONLY AND INTERNET CONNECTION REQUIRED.

BY ENTERING THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SWEEPSTAKES ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

**1. SWEEPSTAKES PERIOD:** “Energy to Care Home Energy Monitoring Device” Sweepstakes (the “Sweepstakes”) begins on 08/11/2021 at 11:00 AM Central Standard Time (“CT”) and ends on 08/11/2021 at 12:30 PM CT (the “Sweepstakes Period”). The Sweepstakes will be divided into **1 entry period** (each a “Daily Entry Period”). Entry Period will begin at 11:00 AM CT each day and end at 12:30 PM CT the same day throughout the Sweepstakes Period. Administrator’s computer is the official clock for the Sweepstakes. Three (3) winners will be chosen upon and from completion of session evaluation form.

**2. ELIGIBILITY:** Sweepstakes is open to **2021 ASHE Annual Conference Preconference Training Participants** who are legal residents in one (1) of the fifty (50) United States or District of Columbia, who are at least **21** years of age or older at the time of entry. Void in Puerto Rico, and all other U.S. and foreign territories and possessions, and wherever else prohibited or restricted by law. Employees of the Administrator and their respective parent companies, affiliates, subsidiaries, divisions, fulfillment and advertising and promotion agencies (“Sweepstakes Entities”) and **PERSONS WHO RESIDE IN SAME HOUSEHOLD AS EMPLOYEE** and their immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and those living in the same household of each such employee, whether or not related, are not eligible to enter or win. ASHE reserves the right to disqualify participants who violate these Official Rules or interfere with this Sweepstakes in any manner. If a participant is disqualified, ASHE reserves the right to terminate that participant’s eligibility to participate in the Sweepstakes. This Sweepstakes is subject to all federal, state, and local laws.

### **3. HOW TO ENTER:**

**METHOD OF ENTRY:** There is one (1) method of entry for this Sweepstakes. To enter, Entrants must complete the “General Session: Just Ask ASHE – Sustainability and Decarbonization Forum” session evaluation form. Upon completion of the evaluation form, Entrants will automatically receive one entry into the Sweepstakes.

**LIMITS:** There is a limit of one (1) entry per person **for the Entry Period**. Prizes can only be awarded to the person

whose name is listed on the Survey response. Entries generated by script, macro, robotic or by any other automatic or mechanical means are void. All entries become the property of ASHE and will not be acknowledged or returned.

**ENTRANT DATA AND PRIVACY:** Submission of the registration form and prize notification documents (“Entrant Data”) constitutes your consent to participate in the Sweepstakes and consent for ASHE to obtain, use, and transfer your name, address and other details for Sweepstakes administration purposes. Any Entrant Data shall be used only in a manner consistent with the consent given by entrants at the time of entry, with these Official Rules, and with AHA’s Online Privacy Policy, which can be found at <https://www.aha.org/2021-03-12-privacy-policy>. It is the general policy of AHA not to share personally identifiable information with third parties.

Each Entrant irrevocably grants to ASHE, legal representatives, assigns, agents and licensees, the unconditional and perpetual right and permission to reproduce, copy, transmit, publish, post, display, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), Entrant’s Survey response, in any media now known or hereafter devised throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from you or any other party. Each Entrant represents that it has the right to grant the above rights to ASHE.

**OPT-OUT:** For those who have elected to receive emails from ASHE and no longer wish to receive any further emails from ASHE, please send an email to the following address with the word REMOVE in the subject line: [energytocare@aha.org](mailto:energytocare@aha.org) OR send your name, address and email address with the word REMOVE handwritten on a 3x5 card to ASHE at the following address: **155 N Wacker, Chicago IL, 60606**.

#### **4. PRIZES, PRIZE DRAWING, AND ODDS OF WINNING:**

**PRIZE DRAWING:** Prize Drawing will be conducted by **Kara Brooks, ASHE Sustainability Manager (Administrator)**. Administrator’s decisions are final and binding on all matters relating to the Sweepstakes. There will be a total of **1** individual random Prize Drawings from all eligible entries. Prize Drawings will be conducted on 8/8/2021 following completion of trainings. Odds of winning depend on number of eligible entries received. Non-winning entries will not carry forward to or be included in subsequent sweepstakes or prize drawings of ASHE.

**PRIZE DETAILS:** All Prizes will be awarded, provided more than enough entries have been received. PRIZES WILL BE ACCEPTED “AS IS” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) AND ARE NON-TRANSFERABLE, AND NO SUBSTITUTION OR CASH EQUIVALENT IS ALLOWED, EXCEPT AT THE DISCRETION OF ASHE. ASHE will not replace any lost or stolen prize element. Any depiction of prize in promotional materials is for illustrative purposes only. If a Prize or prize component is unavailable, a Prize or prize component of equal approximate retail value or comparable use will be awarded in ASHE’s sole discretion. Prize will be awarded in the name of the Winners. All federal, state and local taxes and any other costs associated with acceptance or use of a prize are the sole responsibility of the Winner. Decisions of ASHE and Administrator are final in all respects of the Sweepstakes and no correspondence shall be entered into. The total ARV of all prizes available to be won is \$299. All prizes awarded are subject to verification of eligibility and compliance with these Official Rules.

**PRIZE AWARDING:** Limit: One (1) Prize per person or household. Only the published number of Prizes stated in these Official Rules will be awarded. No transfers, cash awards, or prize substitutions are permitted, except by ASHE. ASHE reserves the right to substitute a prize with one of comparable or greater value, at its sole discretion. Potential winners will be notified by email. Prize winners will be required to provide **A VALID SHIPPING AND/OR TRAVEL ADDRESS**, as applicable, and may be required to sign an affidavit of eligibility, liability release and where legal, a publicity release (collectively, the “Affidavit”), and return same, properly executed, within seven (7) days of issuance of notification. If a potential winner cannot be contacted after a reasonable number of attempts; is ineligible according to these Official Rules; fails to provide the required information and/or return the required documents within the specified time period; if a prize or prize notification is returned as undeliverable; or if potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit his/her prize and the prize may be awarded to an alternate winner from among all remaining eligible entries received, in the ASHE’s sole discretion. Upon disqualification, no compensation will be given. Should a potential winner decide to decline his/her prize for any reason whatsoever, ASHE shall have no further obligation to that potential winner and an alternate winner will be selected from among all remaining eligible Sweepstakes entries, as applicable. Once the required information and official paperwork are received within the specified time period, verified, and receive final approval by Sweepstakes Entities, then and only then will a potential Sweepstakes winner become an actual winner. Prizes will be fulfilled on 8/11/2021 **at the ASHE Membership booth or winner is permitted to provide mailing address and ASHE will mail the prize**.

**5. CONDITIONS OF ENTRY:** Proof of transmission of an online registration form (such as a copy of the message in a “sent” or similar folder or a “thank you” screen or message) does not constitute proof of actual receipt by ASHE of an entry for purposes of this Sweepstakes. By participating, participants agree to comply with these Official Rules including all eligibility requirements. Sweepstakes Entities are not responsible for incorrect or inaccurate transcription of entry information, or for any human or printing error in these rules or any promotional materials, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or Web site, or any other error or malfunction, or any injury or damage to participant’s or any other person’s computer related to or resulting from participation in this Sweepstakes, or for late, lost, stolen, illegible or misdirected entries. Entry materials that have been tampered with or altered are void. If, in ASHE’s opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of this Sweepstakes, or if any difficulties compromise the administration, security, fairness, integrity, or proper conduct of the Sweepstakes ASHE reserves the right to void any entries at issue and/or to suspend, modify or cancel, or terminate this Sweepstakes, in whole or in part, at any time without notice and award the prizes in a random drawing from among all non-suspect eligible entries received as of the termination date. In case of a dispute as to the owner of an online entry, online entry will be deemed to have been submitted by the authorized account holder of the email address from which the entry is made. The authorized account holder is deemed as the natural person assigned to an email address by an Internet access provider, service provider, or other organization responsible for assigning email addresses or the domain associated with the submitted email address. In the event of time of war, national emergency, accident, dangerous weather conditions, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond ASHE’s reasonable control, ASHE has the right, in its sole discretion, to terminate the Sweepstakes. Notice of such action will be posted online at [energytocare.org](http://energytocare.org). If there is a discrepancy between these Official Rules and any other promotion materials, the Official Rules will control and govern the Sweepstakes. Caution: Any attempt by a participant or any other individual to deliberately damage any wireless or online service or website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws and should such an attempt be made, ASHE reserves the right to seek damages and/or other remedies from any such person to the fullest extent permitted by law. ASHE’s failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision.

**6. GENERAL CONDITIONS:** By accepting a prize, winner consents to the use of his/her name, biographical information, including city and state of residence, for promotional purposes by ASHE, and its designees, including but not limited to the posting of winner’s name on ASHE or Energy to Care websites, in a Winners List, without additional compensation, except where prohibited by law (“Promotions”). All copyright, trademark or other intellectual property rights in such Promotions shall be owned by ASHE or its licensors and winning participants hereby disclaim and waive any claim of right to such Promotions. Such Promotions shall be solely under control of ASHE or its licensors, and winning recipients hereby waive any claim of control over the Promotions content as well as any possible claims of misuse of winning recipient’s name under contract, tort or any other theory of law. Entrants release and hold harmless Sweepstakes Entities from losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession of the prize resulting from participating in this Sweepstakes. Entrant acknowledges and agrees that ASHE has not arranged for nor carries any insurance of any kind for the benefit of Entrant or that of Entrant’s heirs, executors and administrators relative to Entrant’s use of the prize awarded to Entrant; and that Entrant is solely responsible for obtaining and paying for any life, accident, automobile, property or other insurance relative to the prize awarded to Entrant. U.S. laws govern this Sweepstakes. Each entrant further agrees to indemnify and hold harmless Sweepstakes Entities from and against any and all liability resulting or arising from the Sweepstakes, or award, use, or misuse of any prize, and to release all rights to bring any claim, action or proceeding against Sweepstakes Entities. Entrant hereby acknowledges that Sweepstakes Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a prize, including express warranties provided exclusively by a prize provider that may be sent along with a prize.

**7. DISPUTES:** This Sweepstakes is conducted in English. Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the participant and ASHE in connection with this promotion, shall be governed by, and construed in accordance with, the laws of Illinois, without giving effect to any choice of law or conflict of law rules (whether of Illinois, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than in Illinois.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIFTY

DOLLARS (\$50.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED FIFTY DOLLARS (\$50.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**8. DISPUTE RESOLUTION:** The parties each agree to finally settle all disputes only through arbitration; provided, however, ASHE shall be entitled to seek injunctive or equitable relief in the state and federal courts in Cook County, Illinois and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Chicago, IL, Washington, DC, New York City, NY, Los Angeles, CA, Atlanta, GA or Dallas, TX (whichever is closest to entrant's residence); provided, however, if none of these locations are convenient for the hearing, the parties may mutually agree on an alternative location. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Cook County, Illinois. ASHE agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

**9. WHO WON:** For the names of the prize winners, available from 8/8/2021 to 8/11/2021, please contact [energytocare@aha.org](mailto:energytocare@aha.org)

**10. American Society for Health Care Engineering (ASHE), 155 N Wacker, Chicago, IL 60606.**

**11. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. ASHE's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. When terms such as "may" are used in these Official Rules, ASHE has sole and absolute discretion. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on the Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in ASHE's sole and absolute discretion.