

## IRI CONSULTANTS & ASHHRA LABOR IN HEALTHCARE SURVEY PROMOTION

### OFFICIAL RULES

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, MAIL, OR FAX ENTRIES ARE ACCEPTED. INTERNET CONNECTION IS REQUIRED FOR ONLINE ENTRIES. Sweepstakes open to SURVEY PARTICIPANTS IN THE FIELD OF HEALTHCARE HR WHO WORK IN HOSPITALS AND HEALTH CARE FACILITIES and who are residents of the 50 U.S. or D.C., age 18 years and older.

ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED.

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: IRI CONSULTANTS & ASHHRA LABOR IN HEALTHCARE SURVEY PROMOTION** Sweepstakes ("Sweepstakes") begins at 6:00 a.m. on 7/2/2012 and ends at 11:59 p.m. on 7/30/2012 (the "Sweepstakes Period").

**2. ELIGIBILITY:** Sweepstakes is open to legal residents of **[THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA [CONFIRM]]**, who are health care HR practitioners that participate in the **IRI CONSULTANTS & ASHHRA LABOR IN HEALTHCARE SURVEY PROMOTION**, who are 18 years of age or older are eligible to win. All members and prospects of **[ASHHRA]** ("Sponsor"), and Administrator and their respective parent companies, affiliates, subsidiaries, divisions, fulfillment and advertising and promotion agencies ("Sweepstakes Entities") and **"THEIR IMMEDIATE FAMILY MEMBERS" OR "PERSONS WHO RESIDE IN SAME HOUSEHOLD"**] their respective parents, affiliates, subsidiaries, and advertising and promotional agencies, and any other individuals engaged in any way in the development, production, printing, distribution or execution of this Sweepstakes, 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.

**3. HOW TO ENTER:** Participate in one of four ways: 1) Online at 2012 Semi-Annual Labor Survey. 2) By mail, you will receive a paper version by mail and can return it to ASHHRA Survey, c/o IRI Consultants, 440 E. Congress, Ste. 4R, Detroit, MI 48226.3) By Fax, download the survey and fax it to Maria Petryshyn, IRI Consultants, ASHHRA survey partner at 313.965.7545, 4) By email, SEND to Maria Petryshyn at IRI Consultants, [mpetryshyn@iriconsultants.com](mailto:mpetryshyn@iriconsultants.com). **LIMIT ONE (1) ENTRY PER PERSON (?) AND PER HOUSEHOLD DURING THE SWEEPSTAKES PERIOD [CONFIRM]**. Entries received from any person or household in excess of the stated limitation will be void. Entries by any means which subvert the entry process are void. All entries must be received by 11:59 P.M. on 7/30/2012 to be eligible. All entries become the sole property of the Sponsor and will not be acknowledged or returned.

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

**PRIZE: ONE (1) ASHHRA NEW OR RENEWAL MEMBERSHIP PRIZE AT A VALUE OF \$160 OR ONE (1) 50 PERCENT DISCOUNT ON FULL CONFERENCE REGISTRATION (VALUED AT \$347.50) AT THE ASHHRA 48TH ANNUAL CONFERENCE & EXPOSITION USD.**

**DRAWING/ODDS:** One winner for each potential Grand Prize winner will be determined in a random drawing on or about 8/30/2012 from eligible entries received for the entire Sweepstakes Period. Odds of winning prize depend on the number of eligible entries received for the entire Sweepstakes Period. Drawing will be conducted by an **ASHHRA** representative, whose decisions are final and binding on all matters relating to this Sweepstakes. Potential winner will be announced via email. If potential winner does not claim prize by 9/30/2012 or in the event of noncompliance with these Official Rules, prize may be forfeited and, at Sponsor's discretion, awarded to an alternate winner.

**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 THE SPONSOR. Sponsor 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 Sponsor's sole discretion. Prize will be awarded in the name of the Winner. 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 the Sponsor ASHHRA and the administrators 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: \$507.50. 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 Sponsor. Sponsor 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 Sponsor's sole discretion. Upon disqualification, no compensation will be given. Should a potential winner decide to decline his/her prize for any reason whatsoever, Sponsor 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 once ASHHRA received the Prize Redemption Form must be completed and submitted by the winners.

**5. GENERAL CONDITIONS:** Released Parties (as defined below) are not responsible for illegible, lost, late, damaged, incomplete, inaccurate, forged, or stolen entries or for lost or stolen entry boxes and all such entries will be void. Entrants agree that Sponsor **AND ADMINISTRATOR**, and their respective parents, subsidiaries and affiliated companies and advertising and promotion agencies, and each of their respective officers, directors, employees, representatives and agents (collectively, the "Released Parties") will have no liability whatsoever for, and are released and shall be held harmless by entrants against, any and all liability, for any injuries, losses or damages of any kind, to persons, including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize or participation in this Sweepstakes or in any Sweepstakes-related activity. By entering the Sweepstakes, each entrant consents to the use of his/her name, city and state of residence, statements, voice, and likeness by Sponsor and its designees for advertising and promotional purposes online and off-line in any and all media now or hereafter known throughout the world in perpetuity without additional compensation, notification or permission, unless prohibited by law. Released Parties are not responsible for mechanical, technical, typographical, printing, human or other errors relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in connection with the administration of the Sweepstakes, the processing of entries, the cancellation or postponement of the **IRI CONSULTANTS & ASHHRA LABOR IN HEALTHCARE SURVEY PROMOTION**, the announcement of the prize or in any Sweepstakes-related materials (including these Official Rules). Sponsor may disqualify anyone from participating in the Sweepstakes or winning the prize if, in its sole discretion, it determines that such person is attempting to undermine the legitimate operation of the Sweepstakes by cheating, deception or other unfair playing practices, or intending to annoy, abuse, threaten or harass any other participant or Sponsor's representatives. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes and, if terminated, at its discretion, select the potential winner from all eligible, non-suspect entries received prior to such action. Entrant hereby acknowledges that Released Parties 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.

**6. 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 Sponsor 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.

**7. DISPUTE RESOLUTION:** The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor 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. Sponsor 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.

**8. WHO WON:** For the names of the prize winners, available from 9/1/2012 to 9/30/2012, please access: [www.ashhra.org](http://www.ashhra.org). **[OR FOR NAMES OF WINNERS/AVAILABLE AFTER 9/1/2012, SEND A SELF-ADDRESSED, STAMPED, ENVELOPE, BY 9/15/2012, TO ASHHRA Tradeshow Sweepstakes Winner's Name Request, ASHHRA, 155 North Wacker Drive, Suite 400, Chicago, IL 60606.**

**9. SPONSOR: ASHHRA, 155 North Wacker Drive, Suite 400, Chicago, IL 60606.**

**10. 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. Sponsor'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, Sponsor 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 Sponsor's sole and absolute discretion.