

Rules for Aya's TikTok Giveaway Sweepstakes

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.

PURCHASE, PAYMENT OR DONATION WILL NOT INCREASE YOUR CHANCES OF WINNING.

THESE RULES GOVERN ALL ASPECTS OF PARTICIPATION AND PRIZE AWARDS.

VOID WHERE PROHIBITED.

1. **The Sweepstakes.** These Rules for the Aya's TikTok Giveaway Sweepstakes (the "**Rules**") set forth the terms and conditions of the Sweepstakes (the "**Sweepstakes**") sponsored by Aya Healthcare, Inc. ("**Aya**"). This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram or TikTok.
2. **Eligibility.** The Sweepstakes is only open to individuals who meet all of the following requirements at the time of entry: (i) is age 18 years or older; and (ii) is a legal resident of the United States; . Corporate employees of Aya, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "**Corporate Employees**"), and immediate family members or those living in the same household of Corporate Employees are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.
3. **Agreement to Rules.** By participating in the Sweepstakes, the Contestant ("**You**") agree to be fully unconditionally bound by these Rules, Instagram's [Terms of Use](#), and TikTok's [Terms of Service](#), and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Aya as final and binding as it relates to the content of this Sweepstakes.
4. **Sweepstakes Period.** Entries will be accepted online starting at 12:00 a.m. PST on May 1, 2022, and ending at 11:59 p.m. PST on May 31, 2022. All entries must be received by 11:59 p.m. PST on May 31, 2022.
5. **How to Enter.** You may enter the Sweepstakes by completing an entry form on the Aya website. After submitting the required information, the entrant will receive one (1) entry into the drawing. Mass entries or mechanical reproductions, or late, lost, stolen, ineligible, misdirected, damaged, inaccurate, incomplete, and/or postage due entries are void. Any attempt at entry except as above stated is void. All entries become the property of Aya and will not be returned.

The content submitted in an entry (a "**Submission**") must be original and may not contain any material that is inappropriate, unlawful, indecent, obscene, controversial, hateful, tortious, discriminatory, defamatory, slanderous, libelous, generally not in keeping with the image of Aya, or that violates or infringes any third party's rights, including privacy, publicity, and intellectual property rights.

6. **Additional Entry Conditions.** Aya has no obligation to advise an entrant of an incomplete or otherwise non-compliant entry. Aya is not responsible for lost, late, invalid, unintelligible, incomplete, garbled, or misdirected entries, which will be disqualified. No mailed, telephoned, faxed, or mechanically reproduced entries will be accepted. Proof of submission of an entry will not be deemed proof of receipt. Receipt of entries will not be acknowledged. In the event of a dispute as to any entry, the authorized account holder of the e-mail account used to enter will be deemed to be the entrant. The "authorized account" holder is the natural person assigned the e-mail account. Potential winners may be required to show proof of being the authorized account holder.

7. **Alternative Method of Entry.** You may also enter the Sweepstakes by emailing ayahealthcare@ayahealthcare.com with the subject line "Attn: Aya's TikTok Giveaway Sweepstakes." The email must include your name and email address. The email must be received by 11:59 p.m. PST on May 31, 2022. There is no donation required to enter the Sweepstakes.
8. **Prizes.** The Winner(s) of the Sweepstakes (the "**Winner**") will receive a scrubs jacket (estimated fair market value of up to \$108). Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Aya. No cash or other prize substitution shall be permitted except at Aya's discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Aya to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
9. **Winner Selection.** All eligible entries received during the drawing period will be entered into a drawing. Fifteen (15) winners will be randomly selected on June 1, 2022, from among the eligible entries received prior to 11:59 p.m. PST on May 31, 2022.

By entering this Sweepstakes, the Winner agrees to grant Aya and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors, the right to print, publish, broadcast, and use universe-wide in any media now known or later developed at any time or times, the Winner's name, portrait, picture, voice, likeness, and biographical information for any purpose, including without limitation, for advertising and promotional purposes without additional consideration, except where prohibited by law.

10. **Winner Notification.** Winners will be notified via email. Each entrant is responsible for monitoring their email account for prize notifications and other communications related to this Sweepstakes. If a potential prize winner cannot be reached by Sponsor within two (2) days using the contact information provided at the time of entry, or if prize notification is returned as undeliverable, that potential prize winner shall forfeit the prize.
11. **Odds:** The odds of winning depend on the number of eligible entries received.
12. **Rights Granted by You:** By entering this content (e.g., photo, video, text, etc.), You understand and agree that Aya, anyone acting on behalf of Aya, and Aya's affiliates, subsidiaries, licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about Sweepstakes, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent. By entering this content, You represent and warrant that your entry is an original work of authorship, does not violate any third party's proprietary or intellectual property rights and does not violate the privacy rights of any third party. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of Aya. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Aya from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Aya may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.
13. **Terms & Conditions:** Aya reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes should virus, bug, non-authorized human intervention, fraud, or other cause beyond Aya control corrupt or affect the administration, security, fairness, or proper conduct of the Sweepstakes. In such case, Aya may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Aya. Aya reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry

process or the operation of the submission website or violates these Terms & Conditions. Aya has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by these Rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws. Should such attempt be made, Aya reserves the right to seek damages to the fullest extent permitted by law.

14. **Limitation of Liability:** By entering, You agree to release and hold harmless Aya, Instagram, and TikTok, and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Sweepstakes; (v) electronic or human error in the administration of the Sweepstakes or the processing of Submissions.
15. **Disputes:** THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND CALIFORNIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in Sweepstakes, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in San Diego, California having jurisdiction. Further, in any such dispute, under no circumstances shall 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 Sweepstakes). Participant further waives all rights to have damages multiplied or increased.
16. **Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the Aya website. To read the Privacy Policy, www.ayahealthcare.com/privacy-policy
17. **Winner List.** To obtain a copy of the name of any winners or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope (where permitted by law) to: Aya Healthcare, Inc., Attn: Marketing – Contests & Sweepstakes, 5930 Cornerstone Court West Suite 300, San Diego, CA 92121. Requests must be received no later than sixty (60) days after the End Date.
18. **Sponsor.** The sponsor of the Sweepstakes is Aya Healthcare, Inc., 5930 Cornerstone Court West Suite 300, San Diego, CA 92121, United States.