

OFFICIAL RULES FOR #WHYAYATRAVEL VIDEO CONTEST

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 PARTICPATION AND PRIZE AWARDS.

VOID WHERE PROHIBITED.

1. **The Contest.** These Rules for the #WhyAyaTravel Video Contest (the “**Rules**”) set forth the terms and conditions of the #WhyAyaTravel Video Contest of Aya Healthcare (the “**Contest**”). This Contest is sponsored by Aya Healthcare (“**Sponsor**”).
2. **Eligibility.** The Contest 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 Healthcare, 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 Contest. The Contest 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 Contest, the Contestant (“**You**”) agree to be fully unconditionally bound by these Rules and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Aya Healthcare, Inc. as final and binding as it relates to the content of this Contest.
4. **Contest Period.** The Contest Period will be from 8:00 AM Pacific Time on Tuesday, January 17, 2023 to 11:59 PM Pacific Time Tuesday, January 31, 2023. All entries must be received on or before 11:59 PM Pacific Time Tuesday, January 31, 2023.
5. **How to Enter.** You may enter the Contest by doing the below.
 - Please go to the Aya landing page and submit at least one video that describes why you would choose Aya as your travel nurse staffing agency. Topics for these videos can include, but are not limited to: The ease of finding jobs on Aya’s website, how only Aya could get you an assignment in a bucket list location, how seamless the licensing process is, the support received while on assignment and throughout your career.
6. After submitting the required information, the entrant will receive one (1) entry per video submitted. Mass entries or mechanical reproductions, or late, lost, stolen, illegible, 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 Healthcare and will not be returned.

The content submitted in an entry (a “**Submission**”) must be original and may not contain any material that violates or infringes any third party's rights, including privacy, publicity or intellectual property rights, or contain any material that is inappropriate, unlawful, indecent, obscene, controversial, hateful, tortious, discriminatory, defamatory, slanderous or libelous or generally not in keeping with the image of Sponsor. Entries that are incomplete or do not adhere to the Rules may be disqualified at the sole discretion of Aya Healthcare.

Additional Entry Conditions: Aya Healthcare has no obligation to advise an entrant of an incomplete or otherwise non-compliant entry. Aya Healthcare 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. **Prizes.** The Winner(s) of the Contest (the “**Winner**”) will receive \$200.00 store credit to Aya Healthcare’s online store. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Aya Healthcare. No cash or other prize substitution shall be permitted except at Aya Healthcare’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 Healthcare to use Winner’s name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
8. **Winner Selection.** All eligible entries received during the contest period will be judged by a panel of judges selected by Aya. The videos will be judged on: (1) Most compelling video about the service/support Aya provides and (2) Best explains the benefits of traveling with Aya. Each entrant is only eligible to receive one prize. Up to ten (10) winners total will be selected and announced two weeks following the end of the Contest period. By entering this Contest, the winner agrees to grant Sponsor and of 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, video, 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.
9. **Winner Notification.** The potential prize winners will be notified via email. Each entrant is responsible for monitoring his/her e-mail account for prize notification or other communications related to this Contest. If a potential prize winner cannot be reached 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.
10. **Odds:** The odds of winning depend the number of eligible entries received.
11. **Rights Granted by You:** By entering this content (e.g., photo, video, text, etc.), You understand and agree that Aya Healthcare, Inc., anyone acting on behalf of Aya Healthcare, Inc., and Aya Healthcare, Inc.’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, video, voice, likeness, image, comments, statements about the Contest, 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, and 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 Healthcare, Inc. 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 Healthcare, Inc. from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Aya Healthcare, Inc. may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party’s right.
12. **Terms & Conditions:** Aya Healthcare, Inc. reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest should virus, bug, non-authorized human intervention, fraud, or other cause beyond Aya Healthcare’s control corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such case, Aya Healthcare, Inc. may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Aya Healthcare. Aya Healthcare 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 Contest or website or violates these Terms & Conditions. Aya Healthcare has the right, in its sole discretion, to maintain the integrity of the Contest, 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 Contest 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 Contest may be a violation of criminal and civil laws. Should such attempt be made, Aya Healthcare reserves the right to seek damages to the fullest extent permitted by law.

13. **Limitation of Liability:** By entering, You agree to release and hold harmless Aya Healthcare, and their 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 Contest 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 Contest; (v) electronic or human error in the administration of the Contest or the processing of entries.
14. **Disputes:** THIS CONTEST 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 this Contest, 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 Contest, 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 Contest). Participant further waives all rights to have damages multiplied or increased.
15. **Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the Aya Healthcare website. To read the Privacy Policy, www.ayahealthcare.com/privacy-policy
16. **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, Attn: Marketing – Contests, 5930 Cornerstone Court West Suite 300, San Diego, CA 92121. Requests must be received no later than sixth (60) days after the last day of the Sweepstakes Period.
17. **Sponsor.** The Sponsor of the Contest is Aya Healthcare, Inc., 5930 Cornerstone Court West Suite 300, San Diego, CA 92121, United States.