AONL FOUNDATION 2024 SOIRE Sweepstakes OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE CHANCES OF WINNING. SWEEPSTAKES IS OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA, WHO ARE ATTENDEES OF THE AONL Foundation 2024 SOIREE 21 YEARS OF AGE OR OLDER. VOID WHERE PROHIBITED BY LAW.

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.

2. ELIGIBILITY: Sweepstakes is open to only US residents. THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA, who are attendees of the AONL Foundation 2024 Soiree Conference/Tradeshow, 21 years of age or older. All employees of AONL Foundation ("Sponsor"), and its respective parent companies, affiliates, subsidiaries, divisions, fulfillment and advertising and promotion agencies ("Sweepstakes Entities") 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: By purchasing a 2024 SOIREE ticket, you have been entered into the AONL Foundation's 2024 Soiree sweepstakes.

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

<u>PRIZE</u>: GRAND PRIZES - 2 Complimentary tickets to Soiree in 2025 -- \$260 value; 2 Complimentary tickets to Soiree in 2025 -- \$260 value; 1-year complimentary membership to AONL -- \$249 value; 1-year complimentary membership to AONL -- \$249 value and 1 complimentary conference registration to AONL 2025 in Boston -- \$1,700 value

<u>DRAWING/ODDS</u>: Five potential Grand Prize winners will be determined in a random drawing on or about _04_/_10_/ 2024___ 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 AONL FOUNDATION OR AONL FOUNDATION BOARD MEMBER representative, whose decisions are final and binding on all matters relating to this Sweepstakes. Potential winner will be announced and need not be present to win. If potential winner is not present to claim prize, and all efforts to contact them have been exhausted or in the event of noncompliance with these Official Rules, prize may be forfeited and, at Sponsor's discretion, awarded to an alternate winner

<u>PRIZE DETAILS</u>: 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 are final in all respects of the Sweepstakes and no correspondence shall be entered into. All prizes awarded are subject to verification of eligibility and compliance with these Official Rules.

<u>PRIZE AWARDING</u>: 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 in person at the Soiree, email and/or phone 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.

GENERAL CONDITIONS: Entrants agree that Sponsor AONL FOUNDATION, and their respective parents, 5. 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. 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 AONL Foundation 2024 Soiree Conference/Tradeshow, the announcement of the prize or in any Sweepstakes-related materials (including these Official Rules). Sponsor may disgualify 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. 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.