

AAPACN Refer a Friend Campaign Sweepstakes Official Rules

NO PURCHASE OR PAYMENT FROM PARTICIPANT IS NECESSARY TO ENTER OR WIN SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING.

1. GENERAL. AAPACN Refer a Friend Campaign Sweepstakes (the “Sweepstakes”) is a sweepstakes where an eligible entrant will win one (1) prize, as described in more detail below. The foregoing is a general description only of the Sweepstakes and is qualified in its entirety by these Official Rules.

2. ELIGIBILITY; BUSINESS RESTRICTIONS. The Sweepstakes is only open to entrants who, as of the entry date, are (a) permanent legal residents of the fifty (50) United States or the District of Columbia, and (b) at least eighteen (18) years old. The Sweepstakes is void outside the fifty (50) United States and the District of Columbia; and where prohibited or restricted by law. Employees, officers and directors of AAPACN, and its affiliates, divisions, advertising and promotion agencies, and the immediate families (defined as parents, spouses, children, siblings, grandparents, and their respective spouses) or members of the same household (whether related or not) of each such employee, officer and director, are not eligible to enter. If a prize in this Sweepstakes cannot be awarded by AAPACN to a Sweepstakes winner for any reason (including, without limitation, if corporate or other policies of entrant’s employer precludes him/her from receiving a prize), AAPACN, in its sole discretion, may award the item, award or prize directly to the employer, or disqualify the entrant and select a new winner. Each winner must be a current member at the time of the drawing to qualify.

3. TIMING. The Sweepstakes entry period begins at 12:01 a.m. Mountain Time (“MT”) on **1/01/2023** and ends at 11:59 p.m. MT on **6/30/2023** (the “Entry Period”). AAPACN’s computer is the official timekeeping device for the Sweepstakes.

4. HOW TO ENTER; There is one (1) way to enter this Sweepstakes, in which a friend or colleague that entrant refers to join submits entrant’s name in the “Who referred you?” field online, by mail, faxed application, or by verbal dialogue. TO ENTER, for each friend the entrant refers that joins by June 30 AND includes entrant’s name in the “Who referred you?” field, entrant will be entered to win a \$200 Amazon gift cards.

5. AGREEMENT TO OFFICIAL RULES AND DECISIONS. By participating in the Sweepstakes, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of AAPACN or its designee (including, without limitation, decisions regarding eligibility of entries, the selection of entrants and winners, and the awarding of prizes), which are final and binding in all respects.

6. DRAWING; ODDS; NOTIFICATION. On or about **07/15/2023**, AAPACN or its designee will select two (2) random drawing of qualified entrants for one (1) \$200 gift card. Odds of winning a prize depend on the number of eligible entries received by AAPACN in the Sweepstakes. A potential winner must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. A potential winner will be notified by phone and/or email.

7. PRIZE. Subject to the terms and conditions of these Official Rules, one (1) prize will be awarded in this Sweepstakes. The maximum retail value (“MRV”) of the one (1) prize is one hundred dollars (\$200.00). A “prize” consists of a pre-loaded Amazon gift card. Prize must be accepted as awarded, and prize is awarded “AS IS” with no warranty, representation, or guarantee, express or implied, in fact or in law, made by AAPACN or for which AAPACN shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No substitution, assignment or transfer of a prize is permitted, except by AAPACN. Winner is solely responsible for any and all costs, fees, taxes and expenses associated with prize award, receipt and use, including, without limitation, all federal, state and local taxes on the prize.

8. PUBLICITY. Except where prohibited by law, participation in the Sweepstakes constitutes winner’s consent to AAPACN’s (and its designees’, successors’ and assigns’) use of winner’s name, biography, likeness, voice, photographs, video, opinions, statements, hometown, state and country for promotional purposes in any manner or media (including, without limitation, online), worldwide, in perpetuity, and without further payment, consideration, notice, review or consent.

9. GENERAL CONDITIONS. AAPACN reserves the right, in its sole discretion, to terminate, modify or suspend the Sweepstakes if, in AAPACN’s opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond AAPACN’s reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. In such event, AAPACN reserves the right (but

does not have the obligation) in its sole discretion to award prizes at random from among eligible, non-suspect entries received up to the time of suspected impairment. AAPACN reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws, and, should such an attempt be made, AAPACN reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. AAPACN's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

10. RELEASE. By entering, each entrant forever and irrevocably releases and holds harmless AAPACN, its parents, subsidiaries, divisions and affiliates, and their respective agents, advertising and promotion agencies, affiliates, Sweepstakes partners and prize suppliers, and all of their respective employees, officers, directors, shareholders and agents from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in the Sweepstakes and/or entrant's award, receipt or use of any prize awarded in the Sweepstakes.

11. LIMITATIONS OF LIABILITY. AAPACN is not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, misdirected or postage-due entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Sweepstakes; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Sweepstakes or the processing of entries; or (f) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes, or from viewing, playing or downloading any material from AAPACN's website, regardless of whether the material was prepared by AAPACN or a third party, and regardless of whether the material is connected to AAPACN's website by a hypertext link.

12. DISPUTES. Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in the City and County of Denver, Colorado; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of Colorado for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or AAPACN in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Colorado, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Colorado the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Colorado.

13. OFFICIAL RULES. These Official Rules are available on the website.

14. SPONSOR. The sponsor of the Sweepstakes and the address at which the Sponsor may be contacted AAPACN, 400 S. Colorado Blvd., Suite 500, Denver, CO 80246.