

NPL Home Medical Sweepstakes Rules

These rules, along with the information regarding ongoing Sweepstakes provided on the NPL Medical sweepstakes page (<https://nplhomemedical.com/giveaways/>) (the "Sweepstakes Page") (collectively "Sweepstakes Rules") are the complete, official rules for any NPL Sweepstakes. Sponsor reserves the right to disqualify any Participant who is found to breach these Sweepstakes Rules.

The Sweepstakes is sponsored and hosted by N.P.L. HomeCare, LLC, located 7033 Lake Ave, Elyria, OH 44035, the Sweepstakes Sponsor ("Sponsor").

SWEEPSTAKES PERIOD: Beginning on the Sweepstakes Start Date (provided on the Sweepstakes Page), each Sweepstakes will be open to receive Submissions at 12:00:01 A.M. Eastern Time ("ET") and close to Submissions on the Sweepstakes End Date (provided on the Sweepstakes Page) at 11:59:59 P.M. ET (the "Submission Period"). Submissions received after the Submission Period will not be considered valid submissions.

It is the Participant's responsibility to check the Sweepstakes Page regularly throughout the Sweepstakes to stay informed of any new or updated deadlines. NPL is not responsible for any Participant's failure to do so.

Note: Sponsor's computer is the official timekeeping device for this Sweepstakes.

ELIGIBILITY: The Sweepstakes is open only to legal permanent residents of Ohio, who are 18 years of age or older. The following individuals are not eligible to participate or to submit Submissions: (i) employees of NPL, and any of their affiliate companies or subsidiaries; (ii) family members (spouse, parents, siblings and children) of any individual referred to in clause (i), and (iii) persons living in the same household (whether or not related) with any person referred to in clause (i) or (ii) above. This Sweepstakes is subject to all federal, state, and local laws and regulations and is void outside the United States and where prohibited by law.

NPL is the sole judge of eligibility and may determine that a Submission or Participant is ineligible to participate in the Sweepstakes for a variety of reasons not described here but at the sole discretion of NPL.

AGREEMENT TO OFFICIAL RULES: Entrant's participation in the Sweepstakes constitutes Entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor, which are final and binding. If you are submitting a nomination on behalf of a third party, you expressly represent that they are aware that you are nominating them for the sweepstakes and have agreed to be bound by these Official Rules.

SUBMISSION REQUIREMENTS: HOW TO ENTER: You may enter the sweepstakes as provided on the Sweepstakes Page.

All eligible submissions will be given equal weight when selecting a winner. No purchase is necessary to enter. One entry per Eligible Participant per Submission Period. If multiple entries are received nominating the same individual all but one entry will be discarded.

Submissions must be received prior to the Sweepstake deadline and adhere to the guidelines for Submissions specified on the Sweepstakes Page.

Submissions that do not meet the requirements set forth in these Official Rules and the Sweepstakes Page, in the sole discretion of Sponsor, will be void and ineligible for a prize.

PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"): The prize and its approximate retail value for each Sweepstakes will be provided on the Sweepstakes Page. Prizes will vary depending upon the ongoing Sweepstakes and are only awarded to Submissions that were submitted during the Submission Period for a particular Sweepstakes.

Each prize is nontransferable and non-refundable and must be accepted as awarded. No cash or other substitution may be made except by Sponsor, who reserves the right to substitute a prize with another prize of equal or greater value for any reason as determined by Sponsor in its sole discretion. All other costs and expenses not specifically mentioned herein, Winner will be responsible for all applicable federal and local taxes on the receipt and use of the prize.

SELECTION OF POTENTIAL WINNERS: On the date provided on the Sweepstakes Page, the winner(s) will be selected in a random drawing. All drawings will be made on a strictly random basis. Winners will be notified by email and phone and listed on the Sweepstakes Page on or before the Tuesday following the drawing. Odds of winning prizes depend on the number of eligible entries received during Entry Period. All entries are subject to verification and approval by the Sponsor. All decisions regarding prize awards will be made by Sponsor and are final and binding. In the event of noncompliance with these Official Rules and Regulations, or if the prize is unclaimed or returned as undeliverable, the prize will be forfeited and may be awarded to an alternate winner drawn from remaining eligible entries.

Sponsor shall not be responsible for lost, late, misdirected, damaged, illegible, incomplete, garbled, or incorrect entries. *Entries become the property of Sponsor and will not be returned.* Participation constitutes acceptance of these Official Rules in their entirety. Participant warrants that it is eligible to participate in the Sweepstakes and agrees to indemnify and hold harmless Sponsor from any loss, damage or expense arising out of or in connection with participation in this Sweepstakes or the acceptance, use or misuse of any prize.

WINNERS' OBLIGATIONS (DELIVERY & DOCUMENTATION): Before being declared a winner the selected Participant will be contacted by email and by phone and notified that they are eligible to win. The selected Participant must reply within one (1) business day of notification and provide the Sponsor with a contact phone number, email and address. The Sponsor will then email the Winner and he/she will be required to sign and return within one (1) business day of notification a declaration of eligibility and a liability/publicity release, which:

- a. confirms compliance with the Sweepstakes rules;
- b. releases the Sponsor, its affiliated companies and agents, advertising and promotion agencies, the Sweepstakes judges and each of their respective officers, directors, agents, representatives, successors and assigns from any liability in connection with the Sweepstakes, the entrant's participation therein and/or the awarding and use or misuse of the prize or any portion thereof; and
- c. grants to the Sponsor the right to use the selected entrant's name, address and likeness in any form of advertising relating to the Sweepstakes without further notice or compensation.

If a selected Participant: (i) cannot be contacted by email or phone within one (1) calendar days of selection or there is a return of any prior notification as undeliverable; or (ii) fails to return the Sweepstakes documents within the specified time, then he/she will be disqualified and will forfeit the prize, and the Sponsor reserves the right to select an alternate entrant from among the remaining eligible entries.

A Participant may decline to be a Winner by notifying Sponsor within one business day following notification, in which case the declining Participant forgoes any prize or other features associated with

winning the Sweepstakes. Sponsor reserves the right to disqualify a Participant if Sponsor deems disqualification appropriate.

Sweepstakes winner will be announced on the Sweepstakes Page on the date provided on the Sweepstakes Page.

If a prize is valued at \$600 or more the potential winner must also sign and return an IRS W-9 form, within the stated time in order to claim the prize.

Potential winners will be disqualified, and the prize may be awarded to an alternate winner if:

- the required documentation is not returned within 14 days after receipt of any request to provide documentation;
- prize notification letter/email or prize is returned as undeliverable; or
- potential winner is disqualified for any reason.

By accepting any Prize, each Participant receiving a Prize thereby agrees to use of his/her name, address, likeness and/or Prize information by NPL for promotional purposes in any medium without additional compensation.

DECLINING PRIZES: A Participant may decline to be a Winner by notifying NPL directly within one week following the Sweepstakes deadline, in which case the declining Participant forgoes any prize or other features associated with winning the Sweepstakes. NPL reserves the right to disqualify a Participant if NPL deems disqualification appropriate.

RECEIVING PRIZES: After verification of eligibility, each Prize winner will receive the prize through personal delivery to your address to be arranged by NPL and the winner. All 30 days from final confirmation for Prize delivery. Any winners that receive prizes valued over \$600 will receive IRS 1099 form in the amount of their prize at the appropriate time. Prize winners are responsible for any taxes, fees or other liability resulting from their receipt of a Prize regardless of the value of the prize.

WARRANTIES AND OBLIGATIONS

PARTICIPANT WARRANTIES AND OBLIGATIONS: By registering or submitting a Submission, you agree that you have full right and authority to submit the Submission. You are solely responsible for your Submission. All registration information is deemed collected in the United States.

Participation is subject to all federal, state and local laws and regulations. Void where prohibited or restricted by law. You are responsible for checking applicable laws and regulations in your jurisdiction before participating in the Sweepstakes to make sure that your participation is legal. You are responsible for all taxes and reporting related to any award that you may receive as part of the Sweepstakes.

Each Participant is solely responsible for all equipment, including but not necessarily limited to a camera, computer and internet connection necessary to access the Website and to develop and upload any Submission, as well as all costs incurred by or behalf of the Entrant in participating in the Sweepstakes.

By entering a Submission, you represent and warrant that you have the right and authority to make the Submission on your own behalf and that your Submission:

- does not contain confidential information or any personal information about a child under 13 years of age;

- does not violate or infringe upon the intellectual property rights, copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity;
- does not and will not violate any applicable law, statute, ordinance, rule or regulation; and
- does not trigger any reporting or royalty obligation to any third party

A breach of any of these warranties will result in the corresponding Submission being invalid.

LIMITATION OF LIABILITY: By participating in the Sweepstakes, each Participant agrees to release, indemnify and hold harmless NPL, their respective affiliates, subsidiaries, advertising and promotions agencies, as applicable, and each of their respective agents, representatives, officers, directors, shareholders, and employees from and against any injuries, losses, damages, claims, actions and any liability of any kind resulting from or arising out of your participation in or association with the Sweepstakes. Sweepstakes Sponsor is not responsible for any miscommunications such as technical failures related to computer, telephone, cable, and unavailable network or server connections, related technical failures, or other failures related to hardware, software or virus, or incomplete, late or misdirected Submissions. Sweepstakes Sponsor reserves the right to cancel, modify or suspend the Sweepstakes should any computer virus, bug or other technical difficulty or other causes beyond the control of Sweepstakes Sponsor corrupt the administration, security or proper play of the Sweepstakes, and to determine winners from among Submission not affected by the corruption, if any, in its sole discretion.

NPL is not responsible for (a) late, lost, stolen, damaged, garbled, incomplete, incorrect or misdirected Submissions or other communications, (b) errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices, or transmission lines, or (c) data corruption, theft, destruction, unauthorized access to or alteration of Submission materials, loss or otherwise. NPL is not responsible for electronic communications or emails which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in any email account to receive email messages. Sweepstakes Sponsor disclaims any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with, the Sweepstakes.

RESERVATION OF RIGHTS: Sweepstakes Sponsor reserves the right to modify the Start Date, End Date, and the right to modify, add or remove additional Sweepstakes deadlines for any reason. Any changes will be communicated through the Sweepstakes Website.

MISCELLANEOUS

PRIVACY: Participants agree that personal data submitted and any other information provided in connection with the Sweepstakes may be processed, shared, and otherwise used for the purposes and within the context of the Sweepstakes and any other purposes outlined in these Official Rules and the Privacy Policy found at <https://nplhomemedical.com/resources>.

In addition to the uses of personal information described in that Policy, Sponsor will use information you provide through entry into the Sweepstakes to administer the Sweepstakes.

SEVERABILITY: The invalidity or un-enforceability of any provision of these Sweepstakes Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Sweepstakes Rules shall otherwise remain in effect

and be construed in accordance with their terms as if the invalid or illegal provision was not contained herein.

GOVERNING LAW AND VENUE: Participant agrees that: (a) any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually without resort to any form of class action, and exclusively by the appropriate courts located Lorain County, Ohio; and (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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with this Sweepstakes, shall be governed by and construed in accordance with, the laws of the state of Ohio, without giving effect to any choice of law or conflict of law rules.