

TIMELYMD CONTEST

(a) OFFICIAL RULES

Participation in the **TIMELYMD CONTEST** (the “Contest”) constitutes your agreement to be bound by these Official Rules (“Official Rules”).

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR TO WIN THE CONTEST. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR LIKELIHOOD OF WINNING.

ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. PARTICIPATION IN THE CONTEST IS VOID WHERE PROHIBITED.

- 1. Sponsor & Administrator:** TimelyMD is the administrator of the Contest (the “Administrator”). The Administrator’s address is [address]. National University (“NU”) is the sponsor of the Contest (“Sponsor”). Sponsor’s address is 9388 Lightwave Ave., San Diego, CA 9213. Sponsor and Administrator may sometimes be collectively referred to herein as the “Contest Entities.”
- 2. Eligibility:** The Contest is open to legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older at the time of entry. All entrants under the age of eighteen (18) must have consent from their parents or guardians to enter the Contest and be bound by these Official Rules. Participation in this Contest constitutes entrant’s full and unconditional agreement to these Official Rules and to the Contest Entities’ decisions, which are final and binding in all matters related to the Contest. The Contest Entities reserve the right to verify the eligibility of any person during and after the Contest Period.
- 3. Contest Period:** The Contest begins at 12AM Pacific Time on August 1, 2022, and ends at 11:59PM Pacific Time on September 20, 2022 (the “Contest Period”).
- 4. How to Enter:** To qualify for entry, you must have a valid NU student email account. To enter the Contest, you must complete *all* of the following actions during the Contest Period: (1) register for a TimelyCare account.

By submitting your Entry, you agree that it conforms to the guidelines, permissions, and content restrictions below and that NU, in its sole discretion may disqualify you if it believes that it fails to conform. **Important: If you are participating in this Contest via a mobile device, message and data rates may apply.** You should consult your wireless service provider regarding its pricing plans. Participation may not be available on all mobile devices, as not all mobile devices or cellular telephone providers have the capabilities or carry the service necessary to participate in this method of entry.

- 5. Entry Guidelines and Permissions:** You must be the National University student registering for the TimelyCare account. Contest Entities reserve the right to change these Terms and Conditions from time to time, as necessary. Although Contest Entities may attempt to notify entrants when major changes are made to these Terms and Conditions, applicants should periodically review the most up-to-date version found at [web address]. Contest entities may, in their sole discretion, modify or revise these Terms and Conditions at any time, and entrants registration will signify assent and acceptance to the Terms and Conditions, including any such modifications or revisions. Nothing in these Terms and Conditions shall be deemed to confer any third-party rights or benefits.

- 6. Limitations on Entry:** Limit one (1) entry per person during the Contest Period. Any Entry received from any person in excess of the stated limit will be void. An Entry generated by script, macro or other automated means are void. Multiple entrants are not permitted to share the same e-mail account. Any attempt by any entrant to obtain more than one (1) entry by using multiple/different e-mail accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. In the event of a dispute as to any registration, the authorized account holder of the e-mail account used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization. Each potential winner may be required to show proof of being an authorized account holder. Released Parties (as defined in Section 12 below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed, or misdirected Submissions or failure to receive Submissions due to limitations of third-party platforms; all of which will be void.
- 7. Prizes:** At the end of the Contest Period, Twelve (12) Contest Prize Winners will be randomly selected to receive the following prizes: The first two (2) will each receive a \$25 Amazon gift card and the next ten (10) will receive NU t-shirts.

No substitution, cash equivalent, or transfer of prize permitted except at the sole discretion of the Sponsor, who reserves the right to substitute the prize (or portion thereof) with one of equal or greater value, except as otherwise set forth herein. All prizes awarded are subject to the restrictions and limitations noted in these Official Rules, on the prizes and/or included with the prizes and the winner must abide by all such limitations and restrictions. Winners agree to accept their prize "as is." The Contest Entities have the right to resolve any concerns, questions, or complaints related to the prizes in its sole discretion. Each winner is solely responsible for any and all federal, state and/or local taxes, fees, and any other costs in connection with receipt of a prize. THE CONTEST ENTITIES WILL NOT BE HELD LIABLE FOR ANY WARRANTY, COSTS, DAMAGE, INJURY, OR ANY OTHER CLAIMS INCURRED AS A RESULT OF USE OF A PRIZE ONCE POSSESSION HAS BEEN TAKEN OF THE PRIZE BY THE WINNER.

Selection of Winners; Odds of Winning: Two (2) Contest Prize Winners will be selected from all eligible entries received at the conclusion of the Contest Period. Odds of winning a prize depend on the number of eligible entries received. Contest Prize Winner will be selected at random.

PLEASE NOTE THAT EVEN IF YOUR ENTRY QUALIFIES YOU AS A POTENTIAL WINNER AT THE CLOSE OF THE CONTEST, YOU HAVE NOT YET WON A PRIZE. POTENTIAL WINNERS MAY BE SUBJECT TO VERIFICATION BY THE CONTEST ENTITIES, AND MUST MEET ALL ELIGIBILITY REQUIREMENTS BEFORE AN ENTRANT WILL BE CONFIRMED AS A WINNER AND A PRIZE WILL BE AWARDED.

- 8. Notification:** The winner will be notified via their student e-mail no later than September 30, 2022. If, despite the Contest Entities' reasonable efforts, the winner does not respond within five (5) days of the first notification attempt, or if a notification is returned as unclaimed or undeliverable to any winner, such winner will forfeit his or her prize and an alternate winner may be selected. The winner must comply with all instructions in the prize notification letter within five (5) days of the date on the prize notification letter; otherwise prize will be forfeited and an alternate winner will be selected.

Winners may be required to complete, sign and return within three (3) business days of date of transmission an Affidavit of Eligibility, Liability Release and Indemnification, a Publicity Release where allowed by law, as well as other documents that Sponsor may require. If applicable, an IRS Form 1099 reporting the value of prizes as earned income will be issued to winner(s). Prizes won by winners who are minors will be awarded to the parent or legal guardian, who must sign all required affidavits and

releases. If required documents are not returned on a timely basis, or if any notification or prize is returned as non-deliverable, or if winner is found to be ineligible or not in compliance with these Official Rules, the prize may be forfeited and an alternate winner may be selected.

9. **Your Representations to the Sponsor:** By entering the Contest, you represent and warrant that: the information and documents that you have submitted or will submit to the Contest Entities in connection with the Contest are true, correct, and complete in all material respects and not misleading.

Releases: By entering the Contest, each entrant agrees to release, discharge, defend and hold harmless the Contest Entities, and each of their respective subsidiaries, affiliates, successors and assigns, and each of their respective directors, officers, employees, agents, and representatives (the “Released Parties”), from and against any and all claims, demands, expenses, losses or liabilities including but not limited to reasonable attorney's fees and punitive damages that may be asserted against or incurred by any of the Released Parties at any time in connection with entrant’s participation in the Contest, any Contest-related activity and/or entrant’s acceptance, use or misuse of any prize, including any element thereof.

10. **Limitation of Liability:** By participating in the Contest, entrants agree that the Released Parties shall have no liability for any liability, loss, injury or damage, including, without limitation, personal injury, death or damage to personal or real property, to entrant or any other person or entity due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of prize or participation in this Contest. BY ENTERING THE CONTEST EACH ENTRANT AGREES TO RELEASE, HOLD HARMLESS AND INDEMNIFY THE RELEASED PARTIES, AND THEIR RESPECTIVE PARENTS, DIVISIONS, SUBSIDIARIES, AFFILIATES, ADVERTISING, PROMOTION, AND PUBLIC RELATIONS AGENCIES, AND THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF EACH FOR ANY LIABILITY WHATSOEVER FOR INJURIES, LOSSES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE ACCEPTANCE, POSSESSION, USE OR MISUSE OR AWARDING OF THE PRIZE OR WHILE PREPARING FOR, PARTICIPATING IN AND/OR TRAVELING TO OR FROM ANY PRIZE- OR PROMOTION-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY.

11. **Emails and Privacy Policy:** Any personally identifiable information collected during your participation in the Contest will be collected by the Contest Entities, and will be used by the Contest Entities for purposes of the proper administration and fulfillment of the Contest as described in these Official Rules and in accordance with Sponsor's Privacy Policy as stated at <https://www.nu.edu/privacy/>, and any communications you may agree during the registration process to receive in the future.

12. **General Conditions:** The Contest Entities are not responsible for and are not liable for: (i) misdirected or delayed mail or e-mail; (ii) telephone, telecommunications, internet, hardware or third party software malfunctions, failures, or difficulties of any kind; (iii) any condition caused by events beyond the Sponsor’s control that may cause the Contest to be disrupted, corrupted or terminated; (iv) any injuries, losses, or damages of any kind arising in connection with or as a result of participating in the Contest or use of the prize; or (v) any printing or typographical errors in any materials associated with the Contest. The Contest Entities reserve the right to disqualify, in their sole discretion, any person tampering with the entry process, the operation of the systems required to conduct the Contest or operate the Contest Entities’ web sites, or who is otherwise in violation of these Official Rules. All decisions of the Contest Entities are final.

13. **Disputes:** Any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the courts located in Los Angeles County in the State of California, and subject to the laws

of the State of California. Should there be a conflict between the laws of the State of California and any other laws, the conflict will be resolved in favor of the laws of the State of California.