

## **Terms and Conditions PHS Website Launch Giveaway**

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. **Eligibility:** This Campaign is open only to those who are 18 years of age or older as of the date of entry. The Campaign is only open to legal U.S. residents, and is void where prohibited by law. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.
2. **Agreement to Rules:** By participating, 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 Public Health Solutions as final and binding as it relates to the content of this Campaign.
3. **Campaign Period:** Entries will be accepted online starting on September 5, 2017 at 12:00 a.m. EST and ending September 30, 2017 at midnight EST. All online entries must be received by September 30, 2017 at midnight EST.
4. **How to Enter:** There are three ways to enter. The Campaign must be entered by 1) subscribing to [Public Health Solutions’ mail list](#), 2) following [Public Health Solutions’ Twitter](#), or/and by 3) Liking a *PHS Website Launch Giveaway* post on [Facebook](#) and [Instagram](#), and tell us **why you care about public health** in words in the comments. You do not have to enter all ways to win. You may enter more than one way to win. The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Public Health Solutions.
5. **Prizes:** The Winner(s) of the Campaign (the “Winner”) will receive a \$50 Amazon.com Gift Card. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Public Health Solutions. No cash or other prize substitution shall be permitted except at Public Health Solutions 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. Acceptance of

prize constitutes permission for Public Health Solutions to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner Selection and Notification: Winner will be selected by a random drawing under the supervision of Public Health Solutions. Winner will be notified by email within five (5) days following selection of Winner. Public Health Solutions shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 10 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT PUBLIC HEALTH SOLUTIONS' SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by You: By entering this content, You understand and agree that Public Health Solutions, anyone acting on behalf of Public Health Solutions, and Public Health Solutions' 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, voice, likeness, image, statements about the Campaign, 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, does not contain false claims or defamatory statements and does not invade a third party's privacy rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of Public Health Solutions. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party or any other rights identified above, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Public Health Solutions from and against any suit, proceeding, claims,

liability, loss, damage, costs or expense, which Public Health Solutions may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

9. Terms & Conditions: Public Health Solutions reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Public Health Solutions' control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Public Health Solutions may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Public Health Solutions. Public Health Solutions 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 Campaign or website or violates these Terms & Conditions. Public Health Solutions has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP or Twitter addresses; multiple entries from the same computer in excess of that allowed by Campaign 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 Campaign may be a violation of criminal and civil laws. Should such attempt be made, Public Health Solutions reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, You agree to release and hold harmless Public Health Solutions and its 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 Campaign 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 Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

11. Disputes: THIS Campaign IS GOVERNED BY THE LAWS OF United States AND NEW YORK, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, 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 Campaign, shall be resolved individually, without resort to any form of class action, exclusively before

a court located in New York 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 Campaign). Participant further waives all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Public Health Solutions website. To read the Privacy Policy, [click here](#).

13. Winners List: To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Public Health Solutions, 40 Worth Street, New York, NY 10013. Requests must be received no later than March 1, 2018, 12 a.m. EST.

14. Sponsor: The Sponsor of the Campaign is Public Health Solutions, 40 Worth Street, New York, NY 10013

15. Social Media: The Campaign hosted by Public Health Solutions is in no way sponsored, endorsed, administered by, or associated with Facebook, Instagram, Twitter, or MailChimp. By entering this contest, you agree that you release Facebook, Instagram, Twitter and MailChimp from liability arising from this contest.

16. Amazon.com is not a sponsor of this promotion. Except as required by law, Amazon.com Gift Cards ("GCs") cannot be transferred for value or redeemed for cash. GCs may be used only for purchases of eligible goods at Amazon.com or certain of its affiliated websites. For complete terms and conditions,

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