

**REHAB ESSENTIALS, INC. PRESENTS: ELC Free Course Giveaway Sweepstakes
OFFICIAL RULES**

SUBMISSION OF A COMPLETED ELC FREE UP COURSE & BUNDLE REVIEW SIGNUP FORM IS REQUIRED TO ENTER. NO PURCHASE NECESSARY. SCHEDULING A MEETING OR MAKING A PAYMENT OF ANY KIND WILL NOT AFFECT OR INCREASE YOUR CHANCES OF WINNING. YOU HAVE NOT YET WON. NEED NOT BE PRESENT TO WIN. VOID WHERE PROHIBITED BY LAW.

1. Sponsor: Rehab Essentials, Inc., PO Box 1310, Nederland, CO 80466 (“Sponsor”). Sponsor presents these Official Rules (“Official Rules”).

2. Description: Sponsor is conducting a random drawing (the “Sweepstakes”) from the eligible entries collected as a result of Eligible Participants (as such term is defined herein) submitting complete surveys (each an “Entry”). The start date for the Sweepstakes is July 26, 2019, at 12:00 AM (Mountain Time (“MT”)), and the end date of the Sweepstakes will be October 17 2019 at 11:59 PM MT (the “Sweepstakes Period”). Entries submitted outside of the Sweepstakes Period will not be accepted. Sponsor’s method of timekeeping is the official time clock for the Sweepstakes and is final and undisputable.

3. Eligibility:

(a) To be eligible to participate (in each case as an “Eligible Participant”) in the Sweepstakes, you must:

- i. Be a legal resident of the fifty (50) United States or the District of Colombia (excluding residents of Puerto Rico), who is eighteen (18) years of age or older as of the date of entry;
- ii. Complete a signup form for news and information from Rehab Essentials distributed by e-mail related to Sponsor’s franchise system and its services, and;
- iii. Provide a valid e-mail address. Winner will be notified by e-mail.

(b) The following entities or persons are disqualified from entering the Sweepstakes:

- i. any individuals (including but not limited to employees, consultants, independent contractors and interns) who have, within six months prior to the beginning of the Sweepstakes Period, held employment with or performed services for Sponsor (collectively, “Sweepstakes Entities”);
- ii. any organizations or individuals affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or promotion of the Sweepstakes; or
- iii. any immediate family and household members of the foregoing individuals.

(c) Participation constitutes full and unconditional agreement to, and acceptance of, these Official Rules. This Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

4. How to Enter the Sweepstakes:

iv. (a) Internet access is required. All Entries must be submitted during the Sweepstakes Period. To participate in the Sweepstakes, Eligible Participants must complete a signup form for news and information from Rehab Essentials distributed by e-mail related to Sponsor’s services.

(b) **LIMIT ONE (1) ENTRY PER ELIGIBLE PARTICIPANT.** You may not enter more times than indicated by using multiple e-mail addresses, identities, registrations and logins, devices, or any other methods in an attempt to circumvent the Official Rules. If you use fraudulent methods or otherwise attempt to circumvent the Official Rules, your Entry(ies) may be removed from eligibility

at the sole discretion of Sponsor. Normal time, toll, connection, and usage rates, if any, charged by Internet service providers will apply, and users will be solely responsible for the same. No other means of transmission or delivery will be accepted. Late, garbled, incomplete, or misdirected entries will be declared void and will be ineligible to win. Proof of submission (screen captures, etc.) does not constitute proof of entry.

- (c) If a dispute arises regarding who submitted an Entry, the Entry will be deemed to be submitted by the authorized account holder of the e-mail address provided at time of Entry, and he/she must comply with these Official Rules. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

- 5. **Selection of Winner & Notification:** On October 22, 2019 (the "Drawing Date") on or about 12:01 PM MT, Sponsor shall conduct random drawings to select the one (1) winner for the Sweepstakes (each a "Winner") from all eligible Entries received during the Sweepstakes Period. In the event that there are no Entries during the Sweepstakes Period, there will not be any random drawings on the Drawing Date and the prizes (each a "Prize") will remain un-awarded.

The Winner shall be notified by email. Sponsor shall have no liability for a potential Winner's failure to receive notices due to a potential Winner's spam, junk e-mail or other security settings or for the potential Winner's provision of incorrect or otherwise non-functioning contact information.

The failure to respond in ten (10) business days to the notification shall result in forfeiture of the Prize and, in such case, Sponsor shall randomly select an alternate Winner from among the remaining eligible Entries. If an alternate Winner fails to respond to the notification, Sponsor shall repeat this process a maximum of three (3) times. In the event that all three (3) selected Winner fail to respond to the notification, the Prize will be forfeited.

Following successful notification, Sponsor will send Prize information including how to enroll in the course to the Winner. By accepting a Prize, the Winner agrees to release and hold Sponsor harmless for any loss or injury including, without limitation, any personal injury or property damage resulting from participation in the Sweepstakes or acceptance or use/misuse of any Prize.

To the extent permitted by law, Sponsor reserves the right to require Winner to sign and return Affidavits of Eligibility/Liability Releases and Publicity Releases within a timely period of attempted notification or their respective Prizes may be forfeited.

6. Prizes:

- (a) Subject to verification of eligibility and compliance with these Official Rules, the following Prize will be awarded to one Winner of the Sweepstakes selected on the Drawing Date:
 - i. One (1) free single license which includes access to a one chosen course for 6 months for up to 40 students. The courses to choose from are each Implementation of Therapeutic Modalities in PT, Pain Management for the Practicing Physical Therapist, Pelvic and Women's Health or Clinical Informatics & Outcome.
 - ii. The approximate retail value ("ARV") is two thousand dollars (\$2,000.00 USD).

- 7. **Prize Award:** You are not guaranteed to win a Prize. If the Prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right at its sole discretion to substitute a Prize with another Prize of equal or greater value. Prizes are not transferable and not assignable. It is expressly understood that the Sponsor is under no obligation to Winner other than as expressly set forth herein. **The Winner is solely responsible for all federal, state and local taxes and fees associated with the receipt of a Prize.** Should any law impose any tax reporting or filing obligations on Sponsor arising out of a Winner's participation in the Sweepstakes, the Winner agrees to timely provide Sponsor with any information that is reasonably needed for Sponsor to comply with any such reporting or filing obligations.

- 8. Limitations of Liability and Release:** By entering, you agree: (a) to release and hold harmless Sponsor 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) your participation in the Sweepstakes and/or your acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Sweepstakes; (v) electronic or human error which may occur in the administration of the Sweepstakes or the processing of Entries; (b) that under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim punitive, incidental, consequential, or any other damages (other than for actual out-of-pocket expenses) from Sponsor; (c) that all causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action; (d) Sponsor is not responsible for any typographical errors in the announcement of any Prize or these Official Rules; and (e) that any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, and in no event shall you be entitled to receive attorneys' fees or court costs. Some jurisdictions may not allow certain limitations on damages or the ability to seek damages through a class action; so some of these restrictions may not be applicable.
- 9. Governing Law:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants or Sponsor in connection with the Sweepstakes, shall be governed by and construed in accordance with the internal laws of the state of Colorado without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws. By entering the Sweepstakes, all participants consent to the jurisdiction and venue of the federal, state, and local courts of Colorado.
- 10. Publicity Release:** Except where prohibited by law, participation in the Sweepstakes constitutes your consent to Sponsor and its agents' use of your name, likeness, biographical information, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration or any right of approval over such uses.
- 11. Terms:** Sponsor reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes or any portion thereof should a virus, bugs, tampering, actions by individuals, non-authorized human intervention, fraud, technical failures, or any other causes beyond its control corrupt or affect the administration, security, fairness, integrity, or proper operation of the Sweepstakes. In such case, Sponsor may select Winner from all eligible Entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor additionally reserves the right, at its sole discretion, to disqualify any individual implicated in any of the foregoing activities. Any attempt by individuals to deliberately damage any website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.
- 12. General:** Information collected by Sponsor is subject to Sponsor's Privacy Policy, which is available at: <http://fit36fitness.com/privacy-policy>. Sponsor does not have any joint venture, agency, employment, or partnership relationship with: (i) independent REHAB ESSENTIALS, INC. franchise owners and their employees, and (ii) entities, organizations, and/or individuals affiliated with the provision, fulfillment, and/or use of any Prize.
- 13. Winner List:** For the name of the Winner, send a self-addressed, stamped envelope specifying "Winner List," to: Rehab Essentials, Inc., PO Box 1310, Nederland, CO 80466. Requests for the Winner List must be received by November 30, 2019.
- 14. Odds of Winning:** Odds of winning depend on the number of Entries received during the Sweepstakes Period.