

Gifted Healthcare Photo and Video Submission Contest Official Rules

1. **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. THE COMPETITION IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. EACH INDIVIDUAL WHO HAS SUCCESSFULLY ENTERED THE COMPETITION WILL BE CONSIDERED TO BE AN ENTRANT. INTERNET ACCESS AND A VALID E-MAIL ADDRESS ARE REQUIRED. (For the purpose of this Contest an email address provided by a temporary and/or disposable email address service provider will not be considered to be a valid entry).**
2. **ELIGIBILITY:** To enter the Gifted Healthcare Photo and Video Submission Contest (the "Contest") an entrant must be eighteen years (18) of age or older at the time of entry, a U.S. citizen, a legal resident of the fifty United States, and a current or former clinician employed by Gifted Healthcare. Contest is void outside of the United States and where prohibited by law. Entrant must abide by these Official Rules and by the decisions of Gifted Healthcare (the "Sponsor"), and which are final and binding in all matters related to this Contest and are not open to appeal. By entering Contest, each entrant warrants that he/she has read and agrees to abide and be bound by these Official Rules. Entrant and attempted entrant agree to waive any right to claim ambiguity in this Contest, and that Sponsor shall retain full authority, in its sole discretion, to interpret and administer the Official Rules, and to be bound by all decisions and interpretations made in good faith by Sponsor. Winning and receiving a prize is contingent upon compliance with these Official Rules and fulfilling all requirements. The following persons are not eligible to enter the Contest: Employees, directors and officers, agents or representatives of Sponsor, any subsidiary, or affiliate of Sponsor, and suppliers who are directly involved with providing prizes and/or services in connection with this Contest, including promotional agencies, (collectively, the "Excluded Individuals"); and any immediate family members of Excluded Individuals (defined as spouse, parent, child, sibling, grandparent, grandchild, and/or "step" of each) and those persons living in the same households of Excluded Individuals whether or not related.
3. **HOW TO ENTER CONTEST:**
 - a. **ONLINE METHOD OF ENTRY:** During the Contest Period, (defined below in Rule #5), an entrant may enter the Contest by visiting [<https://giftedhealthcare.com/photo-video-submission-contest/>] and following the instructions to enter the Contest. An entrant must successfully complete an online registration form (the "form") and submit either a video or photo showing why you love to work for Gifted Healthcare. An entrant's form must include the following information: a) entrant's name (as it appears on his/her driver's license or government issued document), b) mailing address (no P.O. Boxes are permitted), c) daytime telephone number, d) confirmation of entrant's email address and confirmation entrant is at least eighteen years of age (18). An entrant's photo or video must comply with the Contest Photo & Video Submission Guidelines set forth in Rule #4. An entrant may submit one (1) photo or one (1) video into this Contest. In the event an entrant fails to provide his/her information on the form, and/or if the information is not valid, and/or if the form and/or photo or video are not successfully submitted, any such attempted entries will become null and void. If a problem would occur in an entrant's online submission, an entrant should receive an "Error" message. Sponsor is not responsible for any entry, photo, or video not actually received due to incomplete or improper transmission. Sponsor does not have any obligation to advise an entrant of an incomplete entry. Each entrant may use only one (1) email address to participate in this Contest, and such email address may be used by only one person, regardless of whether the email address is shared by two (2) or more people. Entrants are not permitted to share the same email account. Any entrant who uses more than one (1) email address to enter this Contest may be disqualified and any prizes won may be forfeited subject to Sponsor's sole discretion. In case of a dispute as to the identity of an entrant, entry will be considered to have been made by the authorized account holder of the email account identified with the entry through which the submission occurred, regardless of the individual that submitted the entry. In the event of a dispute regarding entries received from multiple entrants using or having the same email address, the authorized account holder of the email address at the time of submission will be deemed to be the entrant. Sponsor reserves the right to deem that the entry was submitted by the authorized account holder of the email

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address. "Authorized Account Holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or any organization that is responsible for assigning email addresses. No mass, automated or mechanically reproduced entries will be accepted. No group entries or collaborations permitted. Sponsor is not liable for any disputes between collaborators related to an entry.

4. **CONTEST PHOTO & VIDEO SUBMISSION GUIDELINES:** All entries, photos, and videos must be submitted during the Contest Period. Sponsor and/or representative acting on behalf of Sponsor reserves the right to screen entries, photos and/or video submissions. In Sponsor's sole discretion, Sponsor reserves the right to disqualify and remove any entry submission, photo, and/or video submission it deems as inappropriate/unacceptable, and/or does not meet Contest guidelines, and/or does not comply with these Official Rules. Entrant agrees if his/her entry and/or video is contested in any manner for any reason whatsoever, Sponsor may disqualify that entry, photo, and/or video and discontinue use of the photo or video without notification. **By entering and submitting a photo or video entrant acknowledges, understands and grants to Sponsor and/or representative acting on behalf of Sponsor the right to have his/her photo or video in its entirety or portion thereof (in Sponsor's sole discretion) be posted on the Website, and/or any other selected medium by Sponsor.** Entrant must comply with the following guidelines:

- a. **Originality:** The photo or video submission must be an original work of the entrant and must have been created in a legal manner. Photo or video may not have been previously published or awaiting publication and cannot have been previously distributed in any media. Photo or video cannot have been entered in any previous contests or sweepstakes and cannot have won an award or prize of any kind.
- b. **Video Submission:** Video must be in English, must be between 15 and 60 seconds in duration, in 1080p resolution, may not exceed 5 MB in file size, and may not use any filters. Video must be submitted in .mp4 or .mov format. No other format will be accepted. Only entrant may appear in the video. Videos taken inside any retail establishment, in Sponsor's sole discretion, are not permitted, and will be disqualified.
- c. **Photo Submission:** Photos must be in at least 1080p resolution, may not exceed 5 MB in file size, and may not use any filters. Video must be submitted in .jpeg, heic, or .png format. Only entrant may appear in the photo. Photos taken inside any retail establishment, in Sponsor's sole discretion, are not permitted, and will be disqualified. Each submission must include a written description of at least 100 characters explaining the context of the photo or video. The description must provide insight into why the moment captured is significant to the clinician, how it reflects their experience with Gifted Healthcare, or what makes being a part of the Gifted family special. The submission must be original, truthful, and relevant to the contest theme. Failure to meet this requirement may result in disqualification from the contest.
- d. **Non-infringing:** Photos and videos must be the sole property of the entrant and entrant must have all rights necessary to submit, reproduce and distribute his/her photo or video in the Contest, and video cannot contain any material that would violate or infringe upon the rights of any third party, including copyrights, trademarks, or rights of privacy or publicity, and video cannot be copied from any other material. Photo and video submissions cannot contain materials embodying the names, images, or other identifying elements of any person other than Entrant. Entrant must be able to provide upon request all appropriate clearances, permissions, and releases for the photo or video (in the event an entrant cannot provide all required releases, Sponsor reserves the right, in Sponsor's sole discretion, to disqualify the applicable photo or video, or seek to secure the releases and clearances for Sponsor's benefit). No logos or branded products are permitted in the photo or video.
- e. **Content:** Photo or video submission cannot contain profanity, inappropriate or explicit language, pornographic, or sexual content, content promoting alcoholic beverage use, illegal drugs, tobacco, firearms, or weapons, hateful content of any kind (including racism, sexism etc.) nor can it contain any content that promotes violence or harm to another living creature, or any other offensive, obscene, or inappropriate content. Photo or video submission cannot violate any applicable laws or promote any unsafe behavior. Photo or video submission must not defame, misrepresent, or contain disparaging remarks about people, animals, or

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companies, including but not limited to Sponsor. Photo or video submission must not promote a political agenda regardless of the political affiliation.

5. **CONTEST PERIOD & DRAWING DATES:** All entries must be submitted and received during the Contest Period, which begins on **April 1, 2025, at 12:00:00am CST and ends on June 30, 2025 at 11:59:59pm CST**. Once an entry/photo/video is submitted, it cannot be deleted, canceled or modified by an entrant. No substitutions of new versions of an entry/photo/video will be accepted under any circumstances once the original entry/photo/video are submitted for consideration. Sponsor is the official timekeeper of the Contest. **Drawing Date:** Beginning on or about **July 1, 2025, and ending on or about July 15, 2025**, a drawing will be held at the sole discretion of stated below in Rule #6.
6. **Drawing Criteria:** The one (1) photo entry and one (1) video entry selected at random will be declared the potential Prize Winners. There is a limit of one prize per person in this Contest, regardless of whether an entrant submitted a photo or a video submission. Potential prize winners will be declared a Prize Winner upon confirmation of eligibility, acceptance of the terms and conditions of the Official Rules, Affidavit of Eligibility and Liability Release and Publicity Release Form (the "Documents").
7. **PRIVACY STATEMENT:** Sponsor's privacy policy can be accessed by visiting <https://giftedhealthcare.com/privacy-policy/>.
8. **General Contest Information:** By submitting an entry/photo/video into the Contest, each entrant warrants and represents to Sponsor that the information contained in the entry is true and correct in all material respects and that Sponsor may rely on such information in its effort to comply with applicable laws and regulations. False or deceptive entries or acts, including misrepresentation of age, shall render such entries ineligible. An entrant may be required to produce proof of identity, address, and/or birth date. Entries, photos, and videos become the sole property of the Sponsor and may not be acknowledged or returned. Entrants and prize winners acknowledge and agree their entries, photos, and videos become the property of the Sponsor, which thereby has the right to promote and otherwise use entries, photos, and videos in any way Sponsor sees fit. Entrant agrees Sponsor, or agency acting on behalf of Sponsor may edit, electronically manipulate, or otherwise alter video without notice or consent. Sponsor reserves the right to publish any video submitted in the Contest by an entrant, without notice, without credit and without compensation except where prohibited by law. Entrant grants to Sponsor, and/or any representative acting on behalf of Sponsor the right to use all information related to the Contest, for marketing purposes, administration of Contest, or any other purpose Sponsor believes may be of interest to entrant about products and services offered by Sponsor, unless prohibited by law. Sponsor assumes no liability for any entry and/or video submitted into Contest that violates these Official Rules. In the event an entrant wins a prize and is later found to be in violation of these Official Rules, entrant will be required to forfeit the prize or, if the violation is discovered after the prize winner has used or redeemed the prize, to reimburse Sponsor for the stated approximate retail value (the "ARV") of the prize listed in these Official Rules. Sponsor shall have the absolute right to determine if an entry/video is in compliance with these Official Rules without notice to the entrant. Sponsor reserves the right to verify the eligibility of any entrant. Any entry and/or entrant not in compliance with these Official Rules will be disqualified. In the event of failure to capture any information for any reason whatsoever, including but not limited to as a result of the effects of hackers or the failure of any electronic equipment, computer or cellular transmission, or network connections, any such attempted entries will be null and void. Sponsor is not responsible for any lost, late, illegal, intercepted, incomplete, misdirected, damaged, destroyed, mutilated, or not received entries and/or videos, or for errors, omissions, interruptions, deletions, defects, delays in operations, in transmissions of entries and/or videos. Proof of sending an entry and/or video submission will not be deemed to be proof of receipt by Sponsor. If for any reason whatsoever data is not available to contact a potential prize winner, the entry will become null and void and the entrant will be disqualified from the Contest. Any other attempted form or method of entry, except as outlined above will void that entrant's entry and that entrant will be disqualified from the Contest. An entrant's entry, photo, and video must be compliant with these Official Rules.
9. **WARRANTIES, ASSIGNMENTS AND TRANSFER OF RIGHTS:** By submitting an entry, including photo or video submitted with it, each entrant warrants and represents to Sponsor that entrant has all the rights and authority necessary to submit the photo or video for entry in the Contest, the photo or video does not infringe the intellectual property rights of any third party including, but not limited

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to, privacy or publicity rights, or any other legal or moral rights of any third party and will not constitute libel or defamation of any third party. Entrant further represents that he/she owns all rights to each element of his/her entry/photo/video, including, without limitation, the copyrights in the photo or video and description. If someone other than the entrant contributed to the production of the entry in any manner, including taking the picture or writing the description, entrant must obtain a written assignment of rights to the materials produced by such a person. Entrant unconditionally and irrevocably assigns and transfers to Sponsor and any of Sponsor's Partners/Representatives the right, title and interest in and to the photo or video/description, including without limitation, the copyright and other rights therein. Entrant represents and warrants that he/she is authorized to grant such rights to Sponsor, and that its reproduction, publishing, displaying and/or other use or exploitation of his/her photo or video and/or description submitted will not infringe on any rights of any third party, entrant will indemnify and hold harmless Sponsor from any claims made to the contrary. Upon Sponsor's request entrant will execute any documents necessary to effectuate such ownership of photo or video and/or description to Sponsor. Entrant agrees and acknowledges for the avoidance of doubt, by entering the Contest, entrant does grant, and has the permission to grant Sponsor the royalty-free, irrevocable, perpetual worldwide right and license to use, reproduce, copy, publish, display, distribute, perform, translate, adapt, edit, modify, and otherwise exploit the photo or video and/or description in any way, in any and all markets, in any and all media, now known, or hereafter devised without limitation and without notice or consideration. If an entrant submits a photo or video or description that is copyrighted by another individual, it will be the sole responsibility of that entrant for any legal action the legal copyright holder may take against entrant, Sponsor assumes no liability for any such action. Entrant grants to Sponsor and its affiliates, legal representatives, assigns, agents the unlimited right, unconditional perpetual right and permission to reproduce, modify, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, edit, exhibit and/or otherwise use or reuse in whole or in part in any manner (without limitation as to when or to the number of times used), each element of the entry, including but not limited to, the entrant's name, city and state of residence, likeness, image, voice (collectively "Likeness"), and/or statements regarding his/her participation in this Contest (with or without using the entrant's name) in any and all media in any and all means, devices, processes, and technology, and in all language, now known or hereafter invented, contemplated or devised, including without limitation, the internet, television, film, video cassettes, video discs, and other audio-video devices, and radio broadcast and print publications for advertising, promotional, regulatory compliance and/or other purposes related to the Contest without limitation as to time or territory, and without compensation or approval from the entrant or any other party, except where prohibited by law.

10. **CONTEST PRIZES** There will be a total of four prizes awarded. The top one entrant that receives the highest score for the photo submission will receive a \$250 VISA gift card, and their recruiter will also receive a matching \$250 VISA gift card. The top one entrant that receives the highest score for the video submission will receive a \$250 VISA gift card, and their recruiter will also receive a matching \$250 VISA gift card. The total ARV of all prizes being awarded is \$1,000. Gift cards are subject to terms and conditions. Prize winners must accept the prize as stated, or the prize may be forfeited and awarded to an alternate winner. Any difference between the stated ARV of a prize and its actual value will not be awarded. No cash value or substitution of prizes will be permitted, except that the Sponsor, in its sole discretion, may provide prizes of comparable or greater value. Prizes are non-transferable, except at the discretion of the Sponsor. The Sponsor reserves the right to substitute a prize (or component thereof) of equal or greater value in the event a prize is unavailable for any reason. Prize winners assume all risk of loss or damage upon receipt, and the Sponsor is not obligated to replace lost, damaged, or stolen prizes. The Sponsor is not responsible for any fees, costs, or additional charges incurred by entrants or prize winners in connection with participating in the Contest or receiving and using a prize.
11. **ODDS OF WINNING THE CONTEST** will depend upon the number of eligible entries received. Sponsor reserves the right not to award a prize if Sponsor determines, in its sole discretion, that an insufficient number of eligible entries were received during the Contest Period. An unclaimed prize will not be awarded.
12. **PRIZE WINNER NOTIFICATION/VERIFICATION: Prize winner will be considered to be a potential prize winner until Sponsor confirms his/her prize winner status.** Sponsor will make

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up to two (2) attempts to notify entrants who are selected as potential prize winners by email or telephone. Sponsor is not obligated to leave voice mail or answering machine or other message. In Sponsor's sole discretion, an entrant selected as a potential prize winner may be disqualified and required to forfeit the prize if: a) there was a failure of the potential prize winner to receive Sponsor's email or telephone message, or for the inability of such potential prize winner to return Sponsor's email or telephone message for any reason; b) failed, returned or misdirected notifications due to inaccurate information provided by an entrant; c) potential prize winner is unreachable and/or unresponsive after two (2) attempts of notification; d) potential prize winner declines or cannot accept, receive or use the prize or any component of the prize for any reason; e) potential prize winner does not meet eligibility requirements and/or fails to comply with these Official Rules; f) potential prize winner submits a response after the allocated response by date; g) potential prize winner does not return the Documents within the date specified by Sponsor. Sponsor reserves the right to modify the notification process. Sponsor is not responsible for any change in entrant's name, mailing address, email address, and/or phone number. If attempted notification is returned as undeliverable, if prize winner cannot be verified, if any mail is returned to Sponsor as undeliverable without any forwarding address, if prize winner is disqualified, or if prize winner is unable to accept the prize as stated for any reason whatsoever, the prize will be forfeited without compensation of any kind and at the Sponsor's discretion, an alternate prize winner may be selected. Winning a prize is subject to verification of eligibility and Sponsor may require potential prize winner to show proof of identity. Potential prize winner will be required to complete and sign his/her Affidavit of Eligibility/Liability Release (the "affidavit"), have the affidavit notarized by an authorized notary public and return the affidavit to Sponsor for verification purposes and prior to receiving a prize within the date specified by Sponsor.

13. **REQUIREMENTS OF PRIZE WINNER:** As permitted by law, a prize winner will be required to submit back to Sponsor a Publicity Release form within the date specified by Sponsor. Prize winner must continue to comply with the Official Rules; and winning is contingent upon fulfilling all requirements. Prize winner accepts and will be bound to the terms and conditions of these Official Rules and the affidavit and Publicity Release form. The value of the prize is taxable as income to the prize winner. The prize winner is solely responsible, at his/her own cost, for all matters relating to the prize, including but not limited to, all federal, state, and local taxes. It is the prize winner's responsibility to seek independent counsel regarding tax implications.
14. **GENERAL CONDITIONS:** Failure to comply with these Official Rules and the decisions made by the Sponsor may result in the entrant being disqualified from the Contest. Any entry obtained outside of an authorized, legitimate channel, not in compliance with these Official Rules, or, use of any script, macro, automated system or, made via robotic, mechanical, programmed or like method will void all such entries and disqualify any entrant using such methods. The use of automated software or unauthorized computer programs to register for Sponsor's Contest is prohibited. Any entrant who uses or attempts to use such methods to enter Contest will be disqualified, and that entry will become null and void. Sponsor reserves the right to disqualify any person found or suspected of, tampering with the entry process, or the operation of this Contest, acting in violation of these Official Rules, acting in a non-sportsmanlike or disruptive manner, or acting with intent to annoy, abuse, threaten, or harass any other person. Any entrant who attempts to enter the Contest with multiple identities, uses any other device or artifice to enter multiple times and/or that is not in accordance with the method or number of allowable entries into the Contest as outlined in these Official Rules, or interferes with the proper entry of this Contest will be disqualified. **ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE THIS WEBSITE OR INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.** Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.
15. **RELEASE AND LIMITATIONS OF LIABILITY: BY PARTICIPATING IN THIS CONTEST ENTRANT AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SPONSOR, AND THEIR PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY FOR ANY**

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INJURIES (INCLUDING EMOTIONAL DISTRESS), FROM ANY AND ALL CAUSE OF ACTION, LIABILITIES, SUITS, CLAIMS (INCLUDING BUT NOT LIMITED TO, THIRD PARTY CLAIMS THAT MAY BE MADE AGAINST ENTRANTS, AND CLAIMS ARISING OUT OF OR RELATING TO ACCEPTANCE, RECEIPT, POSSESSION OR USE/MISUSE OF ANY PRIZE, OR ANY PUBLICITY OR OTHER PUBLIC EXPOSURE OF ENTRANT, INCLUDING WITHOUT LIMITATION, CLAIMS CONCERNING INFRINGEMENT OR INVASION OF ENTRANT'S PRIVACY OR PUBLICITY RIGHTS, OR DEFAMATION, OR ACTS UNDERTAKEN IN PREPARATION FOR, OR PARTICIPATION IN, THE CONTEST, AND LOSSES AND/OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING DEATH, OR PROPERTY ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ANY PRIZE OR RESULTING FROM AWARDED, ACCEPTANCE, NOTIFICATION, POSSESSION, USE, MISUSE, LOSS OR MISDIRECTION OF ANY PRIZE OR RESULTING FROM PARTICIPATING OR INABILITY TO PARTICIPATE IN THIS CONTEST PROMOTION OR ANY CONTEST PROMOTION OR PRIZE RELATED ACTIVITIES. The Released

Parties shall not have any obligation, responsibility or liability, including any responsibility to award any prize to entrants, with regard to: (1) Entries, videos, photos, and/or Documents that are forged or altered or contain inaccurate information or do not comply with or violate these Official Rules; (2) Entries, videos, photos, Documents that are lost, late, incomplete, illegible, unintelligible, damaged, garbled, misaddressed, postage due or misdirected, for 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 data corruption, theft, destruction, unauthorized access to, or alteration of, entry materials, loss or otherwise; (3) Electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in an entrant's e-mail account to receive e-mail messages; failures or malfunctions of phones, phone lines or telephone or data transmission systems; interrupted or unavailable network, server or other connections; any error omission, interruption, defect or delay in any transmission or communication; traffic congestion on the Internet or any technical problem (4) Any typographical errors resulting in errors of printing of Contest offer/administration, announcement of prize winner and/or prize, or any errors of any kind that may result in the selection and notification of a prize winner; (5) Entrants who have committed fraud or deception in entering or participating in the Contest or claiming a prize; (6) Any inability of the prize winner to accept the prize in whole or in part for any reason whatsoever; (7) If a prize cannot be awarded to a prize winner due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather, war, fire, labor dispute or strike, transportation interruption or any similar event beyond the Sponsor's reasonable control; (8) Human error, unauthorized human intervention, inaccurate capture or mis-entry of any information; and (9) Any entrant, prize winner or any other person for damage to such person's computer or its contents and/or mobile device. Entrant/prize winner acknowledges he/she will release and hold harmless Released Parties, and any representative acting on behalf of Sponsor for any claims or causes of action based on publicity rights, defamation or invasion of privacy and the condition and features of a prize, merchandise delivery, be it a prize or potential prize winner's Documents. Sponsor reserves the right to correct any typographical errors or any errors pertaining to this Contest for any reason whatsoever. Proof of submitting Documents is not considered to be proof of delivery or receipt. If for any reason whatsoever the Contest (in whole or in part) is not capable of running as planned due to but not limited to, computer virus, worm, bug, tampering, hacking, unauthorized intervention, fraud, technical difficulties or failures or any other causes which in the sole opinion of Sponsor, could corrupt or affect the administration, security, integrity, fairness, or proper conduct of this Contest, the discretion of only the Sponsor, reserve the right to cancel, modify, suspend or terminate the Contest and determine prize winner from entries already received or as otherwise deemed fair and equitable by Sponsor.

16. **DISPUTES:** Except where prohibited, by participating, entrant, prize winner agree that all issues and questions concerning the construction, validity, interpretation, administration, and enforceability of the Official Rules, or the rights and obligations of an entrant and/or prize winner and Sponsor shall be governed by and construed exclusively in accordance with the laws of the state of the Louisiana without giving effect to any principles of conflicts of law of any jurisdiction and that: (1) any and all disputes, claims, and causes of actions arising out of, or connected with the Contest, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards

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shall be limited to actual out-of-pocket costs incurred, including costs associated with participating, but in no event attorney's fees; (3) under no circumstances will any entrant and/or prize winner be permitted to obtain awards for and 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. By entering the Contest, all participants agree to be subject to jurisdiction in the Federal and State court of Louisiana and agree that all disputes relating in any way to this Contest must be resolved in the courts of Louisiana.

17. **SPONSOR:** Gifted Nurses, LLC d/b/a Gifted Healthcare, 3330 W Esplanade Ave S. Suite 505, Metairie, LA 70002.
18. **WINNERS LIST:** To obtain the list of prize winners, send a self-addressed, stamped envelope to Gifted Healthcare, 3330 W Esplanade Ave S. Suite 505, Metairie, LA 70002, ATTN: Gifted Healthcare Photo and Video Submission Competition Winners List. Requests must be received by December 15, 2025.
19. **OFFICIAL RULES:** For a copy of Official Rules visit <https://giftedhealthcare.com/photo-video-submission-contest/>.