

## **Giveaway Rules**

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

#### 1. Eligibility

Cotiviti, Inc. ("Cotiviti") Trade Show Travel Kit Giveaway (the "Giveaway") and Theragun Mini Raffle (the "Raffle") is open to all registered participants of the 2024 NHCAA Annual Training Conference (the "Conference"). Employees of Cotiviti, Conference vendors, and other companies associated with the promotion of the Giveaway, and their respective parent companies, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Giveaway is subject to federal, state, and local laws and regulations, and is limited to participants who reside in the United States or Canada.

## 2. Sponsor

The Giveaway is sponsored by Cotiviti, located at 10701 South River Front Parkway, South Jordan, Utah 84095.

## 3. Agreement to Official Rules

Participation in the Giveaway constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon the participant being compliant with these Official Rules and fulfilling all other requirements set forth herein.

# 4. Giveaway and Raffle Period

The Giveaway begins on Tuesday, November 19 at 4:30 pm CST and ends on Thursday, November 21 at 1:00 pm CST (the "Giveaway Period"). Entries that are submitted before or after the Giveaway Period will be disqualified. Submissions will be accepted for the duration of the Giveaway using the entry method set forth in Section 5, below.

#### 5. How to Enter

To enter the Giveaway, participants must: visit the Cotiviti booth during the Giveaway Period and complete the "Expert Eye" game using an iPad, which will be provided by Cotiviti. Entrants will only be eligible for one (1) prize under this Giveaway.

To enter the Raffle, participants must attend **one** of Cotiviti's speaking sessions and be scanned in by Cotiviti staff. Sessions are scheduled as follows: Wednesday, November 20 at 11:30 am – 12:30 pm CST and 5:15 – 5:35 pm CST. Participants scanned by Cotiviti staff will be entered in the Raffle to win a Theragun Mini, valued at \$199 USD. Three winners will be randomly selected by Cotiviti. Entrants will only be eligible for one (1) prize under this Raffle.

#### 6. Winner Notification

All participants that complete "Expert Eye" will select their Travel Kit immediately after, at the Cotiviti Booth. The Raffle winners will be selected and notified by email from Cotiviti within five (5) business days of the event's conclusion. Winners must continue to comply with all terms and conditions of these Official Rules. If a prize winner does not redeem the prize within the timeframe specified in the notification email, the prize will be forfeited.



Once redeemed, Raffle prizes will be provided by direct mail to the address provided by the winners within a reasonable timeframe, no more than two weeks.

### 7. Prizes

Giveaway Prize: On-the-go Travel Kit (limit one prize per eligible entrant, while supplies last). Raffle Prize: Theragun Mini (limit one prize per eligible entrant; three winners will be selected).

# Note: Theragun is not a Sponsor of this Raffle and is not affiliated in any way.

#### 8. General Conditions

In the event that the operation, security, or administration of the Giveaway is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Giveaway is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Giveaway to address the impairment and then resume the Giveaway in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Giveaway and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Giveaway or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Giveaway may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person 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.

## 10. Release and Limitations of Liability

By participating in the Giveaway, entrants agree to release and hold harmless the Sponsor, and its parent, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Giveaway, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Giveaway or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Giveaway, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Giveaway; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Giveaway, including, without limitation, errors that may occur in the administration of the Giveaway, the announcement of the winner, shipment and/or delivery of the prize, the cancellation or postponement of the event, the incorrect downloading of the application, the processing of entries application downloads or in any Giveaway-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused,



directly or indirectly, in whole or in part, from entrants participation in the Giveaway or acceptance, receipt, use or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Giveaway, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Giveaway. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

## 11. Disputes

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Delaware, and matters related to the Giveaway, shall be governed by, and construed in accordance with, the laws of Delaware, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Delaware.

# 12. Privacy

Information collected from entrants is subject to sponsor's privacy policy.