

National Nurses Week 2024 Contest Official Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW OR REGULATION.

BY ENTERING THE CONTEST, YOU AGREE TO THESE OFFICIAL RULES, WHICH FORM A CONTRACT. SUBJECT TO APPLICABLE LAWS, THIS CONTRACT INCLUDES INDEMNITY OBLIGATIONS ON YOUR PART AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

ELIGIBILITY: The Vivian National Nurses Week 2024 Contest (the “**Contest**”) is organized by Vivian health, Inc, 100 Pine Street, Suite 1250, PMB A140, San Francisco, CA 94111 (“**Sponsor**”) and only open to entrants who: (a) a registered nurse with a US nursing license, (b) are legal residents of the United States and the District of Columbia, and (c) are eighteen (18) years of age or older (“**Entrant**”). Persons in any of the following categories are NOT eligible to win an award: (a) directors, members, partners, marketing affiliates, employees, consultants or agents of Sponsor and its respective affiliates, and its respective companies, subsidiaries, advertising and promotion agencies, (b) suppliers of goods or services in connection with the Contest, including individuals engaged in the development, production or distribution of materials for the Contest; and (c) persons who (i) are in the immediate family of any person in any of the preceding categories (including mother, father, sister, brother, daughter, son, spouse, grandmother, grandfather, children or grandchildren), regardless of where they live, or (ii) reside in the same household, whether related or not, as any person in any of the preceding categories. All eligibility is subject to all national, provincial, municipal, territorial, federal, state and local laws and regulations.

By participating in the Contest, you unconditionally accept and agree to comply with and abide by these Official Rules (“**Official Rules**”) and the decisions of Sponsor, whose decisions shall be final and legally binding in all respects.

Contest Period: The Contest begins on April 3 , 2024 at _6_ a.m. Pacific Daylight Time (“PDT”), and ends on May 12, 2024 at 11:59 p.m. PDT (the “**Contest Period**”). Entrants may enter the Contest at any time during the Contest Period and do not need to re-enter for each calendar month. The winner will be selected from entries properly submitted and timely received during the Contest Period. The winner will be announced on May 31, 2024.

HOW TO ENTER: In order to entry, you must:

1. Have filled in your entry submission at <https://discover.vivian.com/nurses-week-2024>;
2. Agree to these Official Rules; and
3. Provide your credentials as a registered nurse in the United States.

Entrants will receive a confirmation email upon successful submission of an entry. There can be only one entry per individual. An individual may only create an entry for themselves. No entry can be created or submitted on behalf of someone else. The database of Entrants will be maintained by the Sponsor and will serve as the timekeeper for this Contest. Entry in the Contest does not constitute entry into any other promotion, contest, or sweepstakes organized by Sponsor.

By participating in the Contest, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the Sponsor, whose decisions shall be final and legally binding in all respects and not subject to further review in any forum. Entries not compliant with these Official Rules or via any means that subverts the entry process, will be void. Any attempted form of entry other than as described herein is void. Sponsor will determine, in its sole discretion, what constitutes a valid entry, and reserves the right to reject any submissions that it deems, in its sole discretion, to violate any of Sponsor's policies, standards, or practices.

If you have entered the Contest and no longer wish to participate, you may contact _____.

MEDIA RELEASE: By participating in the Contest, Entrants grant the Sponsor the right to use their names, images, and biographical information included in their submission for promotional, advertising, and media purposes, without further compensation, notification, or permission, unless prohibited by law. Entrants agree to participate in any media or promotional activity resulting from the contest as reasonably requested by Sponsor at Sponsor's expense and agree and consent to use of their likeness and/or voice in such publicity.

LICENSE FOR USE OF SUBMISSIONS

1. **Grant of License:** By submitting an entry to the Contest, Entrants hereby grant Sponsor a non-exclusive, perpetual, worldwide, royalty-free license to use, publish, reproduce, display, perform, modify, transmit, distribute, and promote their submission in any media, including but not limited to, Sponsor's website, social media platforms, and any other digital and print marketing materials.
2. **Purpose of Use:** The license granted includes the right for Sponsor to use the submission for any purpose related to the contest, including but not limited to, showcasing the entries, promoting other nurses recognition events, and highlighting the work and achievements of nurses in the healthcare industry.
3. **Credit and Acknowledgment:** Sponsor agrees to provide appropriate credit to the entrant when using the submission, whenever feasible. The manner of crediting will be at Sponsor's discretion but will be done in a way that acknowledges the entrant's contribution.
4. **No Obligation to Use:** Entrants understand and agree that Sponsor is under no obligation to use any submission or any part thereof for any purpose.
5. **Representation and Warranty:** Entrants represent and warrant that their submissions are their original work, do not infringe on the rights of third parties, and that they have the right to grant the license as set forth herein.

By entering the contest, Entrant acknowledges and agrees to these terms, ensuring a clear understanding of the media release and licensing requirements related to their submissions.

WINNING CRITERIA: The Entrant who will receive the Award will be the one who receives the highest grade based on the criteria listed below, as decided by a panel of independent judges, each of whom is a registered nurse with extensive professional experience.

The judges will evaluate submissions based on the following criteria, each weighted equally:

1. **Impact on patients and colleagues:** This criterion evaluates the extent to which the nurse has positively impacted the lives of their patients and colleagues through their work. Higher scores will be attributed to submissions that include examples of exceptional patient care, effective teamwork and mentoring of fellow nurses.

2. **Compassion and empathy:** This criterion assesses the nominee's ability to demonstrate compassion and empathy towards their patients, colleagues and the community. Higher scores will be attributed to submissions that include examples of how the nurse went above and beyond to provide emotional support and comfort to those in need.
3. **Leadership and innovation:** This criterion evaluates the nominee's leadership skills and ability to drive innovation in the nursing field. Higher scores will be attributed to submissions that include examples of initiatives or projects the nurse has spearheaded to improve patient care or efficiency in the workplace.
4. **Personal challenges and growth:** This criterion recognizes the personal challenges and obstacles the nurse has faced in their education and career. It also considers their personal and professional growth and development as a result of these challenges. Higher scores will be attributed to submissions that include descriptions of overcoming personal challenges and obstacles.

The judges will independently review and score each submission based on these criteria. The scores will then be aggregated to determine the finalists. A panel of judges will convene to discuss and decide the winner among the finalists, based on a consensus.

INDEPENDENCE AND QUALIFICATION OF JUDGES: To uphold the integrity of the contest, the following measures are in place:

1. **Conflict of Interest:** Judges are required to disclose any potential conflicts of interest that may affect their impartiality. This includes, but is not limited to, personal or professional relationships with any Entrant. Should a conflict of interest be identified, the judge will be recused from evaluating the relevant Entrant's submission.
2. **Non-Interference:** Judges agree not to seek or receive any external influence or pressure regarding their decisions, and the Sponsor shall not exercise any influence on the judges' decisions or deliberations. All deliberations and decisions will be based solely on the criteria set forth above.
3. **Confidentiality:** Judges are bound by a confidentiality agreement to protect the privacy and intellectual property of all contest submissions. Information about Entrants and their submissions will not be disclosed outside of the judging process.

WINNER SELECTION: The selection of the winners is to be held on or before May 31, 2024 and the winner will be announced on May 31, 2024. The Winner will be selected from valid entries received during the Contest Period.

The potential winner will be notified by email using the Entrant's contact information provided in their Contest submission. Sponsor shall have no liability for any notification that is lost, intercepted, or not received for any reason. Sponsor will issue only one (1) email notification that will include the winning confirmation notice, details about how to claim the award, and a request for additional information for verification of qualification criteria, information necessary for processing the payment of the award, and a photo of the winner for posting on Sponsor's website and social media or blog post. If any potential winner is found to be ineligible, or if the potential winner has not complied with the Official Rules, or declines the award for any reason, or if the potential winner is not responsive to the email notification within five (5) calendar days, such potential winner may be disqualified and the award may be attributed to the Entrant whose submission received the next highest score in accordance with the Winning criteria set forth above.

VERIFICATION: Sponsor reserves the right to request verification of qualification and winner selection criteria set forth above, such as verifying the veracity of the facts stated in the Entrant's submission, to

verify compliance with the Entrant qualifications and winner criteria. To enable such verification, Sponsor may request any supporting documentation.

AWARD: The Award to be received by the winner is a payment of \$5,000, subject to income tax, that the winner may use to pay their student debt.

ADDITIONAL REQUISITES FOR RECEIVING THE AWARD: As a prerequisite for receiving the award, a potential winner will be required to consent within seven (7) days of attempted notification to an Agreement of Publicity (except where prohibited) and a liability release. The potential winner must also agree to provide Sponsor or its third party payment processing provider any information needed to receive the award, including creating an account with such third party payment processing provider. In addition the potential winner must provide the Sponsor with a duly filled in W9 tax form. A potential winner who satisfies all of the Contest requirements, including, without limitation, those set forth in this paragraph, will be designated an official winner. The Winner is responsible for any applicable income taxes.

ODDS OF WINNING AWARD: The Award will be attributed based solely on the criteria listed above as determined by the panel of independent judges, and will not be in any way based on chance. Overall odds of winning depend on the number of entries received during the Contest Period.

DISCLAIMER: Subject to applicable laws, Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any award furnished in connection with the Contest. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUBJECT TO APPLICABLE LAWS, AWARDS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

RELEASE OF LIABILITY; CONDITIONS OF PARTICIPATION:

- Transmission of Information. Sponsor and its officers, directors, employees, agents, affiliates, successors, and assigns (all collectively the "**Released Parties**") are not responsible for: (1) any incorrect or inaccurate information, whether caused by you or not, printing, typographical or other errors, or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in (a) the administration of the Contest, (b) the uploading, processing, or selection of entries, (c) the announcement of the winners or potential winner, or (d) the awards or any Contest-related materials; (5) late, lost, garbled, misdirected, inaccurate, incorrect, undeliverable, damaged or stolen entries or email; (6) costs associated with claiming or redeeming the awards; and/or (7) losses or damages resulting from an Entrant's connection to the Internet via any of the websites referenced herein. The Released Parties are not responsible for any (a) incorrect, mistranscribed, misdirected or undeliverable entries or e-mail transmissions, (b) incorrect announcements, (c) technical problems, including, without limitation, malfunctions of computer systems, servers, providers, or any hardware/software, (d) lost or unavailable network connections or failed, incomplete, garbled or delayed

computer transmission, or (e) a combination of any of the foregoing. Sponsor assumes no responsibility for (i) late, lost, incomplete, inaccurate or damaged entries, (ii) undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user's Internet service provider and/or e-mail client, or (iii) insufficient space in user's email account to receive e-mail. Sponsor shall not be responsible for any damage (whether material or non-material) caused to your computer equipment or to data which is stored on such equipment, or to your personal, professional or commercial activities. Proof of submitting entries will not be deemed to be proof of receipt by Sponsor.

- **Fraud; Reservation of Rights.** Sponsor reserves the right to cancel, suspend, and/or modify this Contest, or any part of it, if any fraud, technical failures, or any other factors impair the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be (a) tampering with the entry process or the operation of the Contest, (b) acting in violation of the Official Rules of this or any other promotion, or (c) acting in a dishonest, fraudulent, unsportsmanlike or disruptive manner, and to void all associated entries. The preceding remedy in no way precludes Sponsor from taking legal or other actions against such individuals so as to protect its rights. Sponsor's failure to enforce any provision of these Official Rules in a given circumstance does not constitute the waiver of such provision.
- **Release and Indemnity.** By participating, you hereby release the Released Parties, and agree to indemnify, defend, and hold the Released Parties, and the other persons and entities involved in the development, production, and/or administration of the Contest, harmless, from any and all liability for losses, harm, damage, injury, costs, fees, and expenses, including without limitation, property damage, personal injury (including emotional distress), and/or death, arising from participating in the Contest, any Contest-related activity, and/or acceptance, receipt, possession or use/misuse of the award, and for any claims or causes of action based on publicity rights, defamation, or invasion of privacy.

FORCE MAJEURE: If, for any reason, the Contest (or any part thereof) is not capable of running as planned by reason of computer virus, bug, system malfunction, tampering, unauthorized intervention, fraud, technical failures, fire, flood, earthquake, storm or other natural cataclysm, riot, strike, terrorist activity, civil commotion, governmental regulation, or any other causes beyond the control of Sponsor which, in its sole opinion, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Contest (or any part thereof), Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest, or to thereafter conduct the Contest by selecting the award winner for affected Contest drawing from among all eligible entries received for such affected Contest drawing prior to the action taken by Sponsor or otherwise in a manner which is fair, equitable and in accordance with these Official Rules, as determined by Sponsor in its sole discretion.

DISPUTES: Except where prohibited by law, you agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Contest, or any award awarded, shall be resolved individually, without resort to any form of class action; (b) all claims must be resolved in the state or federal courts located in the State of California, USA; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event including attorneys' fees; and (d) unless otherwise prohibited, under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to, any indirect, punitive, incidental, and

consequential damages, or damages of any kind (other than actual out of pocket expenses), and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of you and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California, USA.

USE OF DATA: Sponsor will be collecting personal data about potential winners online, in accordance with its privacy policy. Please review Sponsor's privacy policy at <https://www.vivian.com/privacy-policy.html>. By participating in the Contest, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

WINNERS LIST: The winner will be announced on May 31, 2024 at <https://www.vivian.com/community/events/nurses-week/>.