

Together in Care Giveaway Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited by law. Subject to all federal, state, and local laws, regulations, and ordinances.

1. **Eligibility:** The Together in Care, Together in Celebration giveaway (the “Sweepstakes”) is open to legal residents of the fifty (50) United States and the District of Columbia, who are at least the age of majority in their jurisdiction of residence (18 years of age in most states, 19 in Alabama and Nebraska, 21 in Mississippi). Employees, officers, and directors of Shiftkey, LLC (“Sponsor”) or any of its parents, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies (collectively, the “Sweepstakes Entities”) and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter or win. Participation constitutes entrant’s full and unconditional agreement to be bound by these Official Rules and to Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to verify the eligibility of winners. An entrant can only win on one Sweepstakes Day in the Sweepstakes Period. All potential winners are subject to verification as to eligibility and identity before any prize will be awarded. Mail-In Entry participants must provide accurate information and the failure to do so will invalidate their Sweepstakes Entry. Participants must act in good faith; if Sponsor determines in its sole discretion that a participant has filled multiple shifts without the intention of completing the shifts, Sponsor may, in its sole discretion, exclude such participant.

2. **Sponsor:** Shiftkey, LLC 5221 N O’Connor Boulevard, Suite 1400, Irving, TX 75039

3. **Sweepstakes Period:** Sweepstakes begins on Friday, November 15, 2024 at 12 a.m. Central Time (“CT”) and ends on Saturday, December 14, 2024 at 11:59 p.m. CT (the “Sweepstakes Period”). Eligible participants can enter each day during the Sweepstakes Period between 12:00 a.m. CT to 11:59 pm CT (each day during the Sweepstakes Period, a “Sweepstakes Day”). There will be one winner for each Sweepstakes Day, for a total of 30 winners.

4. **How to Enter:** There are two (2) ways to enter during the Sweepstakes Period:

Method 1: Accept a shift bid request via the ShiftKey Facilities Mobile App between November 15 and December 14, 2024. *Each shift acceptance that occurs within a Sweepstakes Day counts as 1 entry for that Sweepstakes Day.* To enter using Method 1 during the Sweepstakes Period, login to the ShiftKey platform via the ShiftKey Facilities Mobile App and accept a shift request from one of the independent professionals who has requested a shift. If you do not have the mobile app installed, you can download it from the App store on iOS devices or from Google Play on Android devices. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply.

Method 2: Free, Alternate Method of Entry (“AMOE”) / Mail-in Entry. To enter without using the ShiftKey mobile app, mail a postcard (the “Mail-In Entry”), including your name, complete address, email address and phone number to the address indicated below (in paragraph 12) to receive one (1) entry into the Sweepstakes. Each real person may only submit one Mail-In Entry per Sweepstakes Day, and using variations on a name, alternate names, false names, or alternate or false email addresses will invalidate a Mail-In Entry. The Mail-In Entry will be included on the Sweepstakes Day for the date it was received, unless it was received prior to November 15, 2024, in which case it will be counted for the November 15, 2024 Sweepstakes Day; you may submit a Mail-In Entry for each Sweepstakes Day if the Mail-In Entry is received on that Sweepstakes Day. Mail-In Entries received after the Sweepstakes Period will not be valid.

5. **Selection of Winners:** The Sponsor will randomly select a winner for valid entries for each Sweepstakes Day (each a potential “Winner”, and, if eligibility requirements are met a “Winner”). The odds of winning are based on the number of eligible entries received. The Sponsor will notify potential winners by emailing them to the email address associated with their ShiftKey user login or on the Mail-In Entry. Allow up to 7 days to be notified. Except where legally prohibited, each potential Winner may be required to return, within seven (7) days of being notified, a Declaration of Eligibility, Liability & Publicity Release in order to claim their prize. If a potential Winner cannot be contacted in person via the method listed above after the first attempt to contact them, or if they fail to sign and return the Declaration of Eligibility, Liability & Publicity Release within the required time period (if applicable), fail to return a required W9 form or take any other action required in these Rules, or in the event that a potential Winner is disqualified for any other reason, Sponsor will award the applicable prize to an alternate winner selected by a random drawing from among all remaining eligible entries.

ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT’S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

6. **Prizes/Values/Odds:** Prize Winners will each be awarded 1 link valued at \$50 to be redeemed via Alyce by Sendoso (each a “Prize”). Retail Value of each Prize \$50USD. Total ARV of all (30) Prizes: \$1,500USD. Only one Prize per entrant.

Limit one prize per person and per household. Each Winner is solely responsible for all local, state and federal taxes on his/her Prize including sales or use taxes, as well as any expenses related to participation in the Sweepstakes or acceptance of a Prize. The United States Internal Revenue Service (IRS) requires Form 1099-MISC to be issued and filed for each Sweepstakes Winner who receives a Prize if the amount of the prize is \$600 or more or aggregate amounts of prizes or eligible payments is \$600 or more. Sponsor may send each potential Winner a W9 form, which must be completed and returned to Sponsor, for the Sweepstakes Winner to receive the Prize. If applicable, A copy of the Form 1099-MISC filed by Sponsor will be sent to Sweepstakes Winner. The Form 1099-MISC will be issued for the fair market value of the Prize. Any Sweepstakes Winner who fails to provide information sufficient to complete Form 1099-MISC

(including, without limitation, Sweepstakes Winner's social security number) when required, shall forfeit any and all rights to the applicable Prize. There will be no substitutions or cash redemptions made for any Prize. Sponsor will not replace any Prize or any component of the Prize that is lost, mutilated, or stolen. In the event there is a discrepancy or inconsistency between statements contained in any other materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control. The Sweepstakes Entities are not responsible for any cancellations, delays, diversions or substitutions, or any act or omission whatsoever with respect to the Prizes. Prizes are non-transferable. No substitutions or cash redemptions will be made, other than as provided herein. Sponsor reserves the right, as determined in its sole discretion, to substitute a prize, in whole or in part, of equal or greater monetary value if a Prize cannot be awarded, in whole or in part, as described for any reason. Only the number of prizes stated in these Official Rules is available to be won in the Sweepstakes. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, an alternate winner will be selected in accordance with the winner selection method described below from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available.

7. **General Conditions:** This Sweepstakes is governed by the laws of the United States. Participation constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Sponsor is not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications, telephone transmission problems; computer or software malfunctions or damage to a user's computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, the website, and/or the legitimate operation of the Sweepstakes; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect entries and (a) cancel or terminate the Sweepstakes (or any portion thereof); (b) modify the Sweepstakes or suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (c) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANT AGREES THAT SPONSOR, AND ITS PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL,

FULFILLMENT AND MARKETING, WEBSITE PROVIDERS, WEB MASTERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (THE "RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS SWEEPSTAKES OR IN ANY SWEEPSTAKES RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, ACTUAL OR THREATENED PUBLIC HEALTH CRISES (INCLUDING WITHOUT LIMITATION AN EPIDEMIC OR PANDEMIC) OR TERRORISM. THE SPONSOR ENTITIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, ACTUAL OR THREATENED PUBLIC HEALTH CRISES (INCLUDING WITHOUT LIMITATION AN EPIDEMIC OR PANDEMIC) OR TERRORISM.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE WEBSITE AND ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

8. **Publicity:** Except where prohibited by law, participation in the Sweepstakes constitutes winner's grant to Sponsor (which grant will be confirmed in writing on request of sponsor), and the Released Parties the right and permission to print, publish, broadcast, and use, world wide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, the winner's entry, name, portrait, picture, voice, likeness, opinions and biographical information (including but not limited to hometown and state) for advertising, trade, and promotional purposes (including the announcement of his or her name on television or radio broadcast) without additional consideration, compensation, permission, or notification.

9. **Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and 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, and exclusively by the United States District Court for the District of Northern District of Texas or the appropriate State Court located in Dallas County, Texas; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation and

enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

10. **Privacy:** Information collected from entrants is subject to the Sponsor's Privacy Policy, which can be found at <https://app.shiftkey.com/privacy-policy-provider> or <https://app.shiftkey.com/privacy-policy-clients> (as applicable). Sponsor and Sponsor's agents, affiliates, subsidiaries, representatives or service providers may use entrants' personal information submitted with entry for purposes of prize fulfillment and/or for future marketing by Sponsor, such as to notify them of a product or promotion that Sponsor thinks may be of interest.

11. **Official Rules And Winners List:** For a copy of the Official Rules or a list of winners available after December 16, 2024 send a self-addressed, stamped envelope for receipt to: Shiftkey, LLC 5221 N O'Connor Boulevard, Suite 1400, Irving, TX 75039. Clearly identify the sweepstakes for which you are seeking Official Rules. Vermont residents may exclude return postage on requests for Official Rules.

