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# ***The Synergist Vendor Directory*** **Scavenger Hunt Contest 2021**

If you're a resident of North America, register to participate in AIHA's *The Synergist Vendor Directory Scavenger Hunt Contest* ("Contest") between November 1, 2021 and December 31, 2021 to automatically be entered into our prize drawing for four Amazon e-gift cards each valued at twenty-five U.S. dollars (USD \$25) each.

## **Rules**

YOU MUST FILL OUT THE CONTEST FORM AND GET ALL THE QUESTIONS RIGHT TO BE AUTOMATICALLY ENTERED INTO THE DRAWING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

### **1. Eligibility**

Drawing for four Amazon e-gift cards each valued at twenty-five U.S. dollars (USD \$25) is open to legal residents of Canada, Mexico, and the United States who are at least eighteen (18) years old at the time of entry. Employees of AIHA and other companies associated with the promotion of the Contest, and their respective parents, 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, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee, are not eligible. The Contest is subject to federal, state, and local laws and regulations.

### **2. Sponsor**

The Contest is sponsored by AIHA, located at 3141 Fairview Park Dr., Ste. 777, Falls Church, Virginia 22042.

### **3. Agreement to Official Rules**

Participation in the Contest 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 being compliant with these Official Rules and fulfilling all other requirements set forth herein.

### **4. Contest Period**

The Contest begins on November 1, 2021 at 12:00 a.m. ET and ends on December 31, 2021 at 11:59 p.m. ET (the "Contest Period"). Entries that are submitted before or after the Contest Period will be disqualified. Entries must be submitted during the Contest Period to qualify for consideration.



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## 5. How to Enter

Online: This method of entry will be available by visiting <https://www.aiha.org/the-synergist-vendor-directory-scavenger-hunt>, and following the directions provided to fill out the entry information and submit.

Limit one (1) entry per person, per email address, and per household for the duration of the Contest Period, regardless of method of entry. Entries received from any person, email address, or household in excess of the stated limitation will be void. All entries become the property of Sponsor and will not be acknowledged or returned.

## 6. Prize Drawing

On or by January 10, 2022, the Sponsor will select the potential winners in a random drawing from among all eligible entries received. The odds of being selected depend on the number of entries received. The Sponsor will attempt to notify the potential winners via telephone or email on or around January 17, 2022. If the potential winners cannot be contacted within five (5) days after the date of the first attempt to contact them, the Sponsor may select an alternate potential winner in their place at random from the remaining non-winning, eligible entries.

## 7. Winners Notification

The winners will be notified by email, mail, or phone. The winners (parent/legal guardian if a minor in his/her state of residence) will be required to complete, electronically sign, and submit a Declaration of Compliance within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a winner cannot be contacted or fails to submit the Declaration of Compliance within the required time period (if applicable), or the prize is returned as undeliverable, the winner forfeits the prize. If the winner is at least 18 but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian, who will be required to sign the Declaration of Compliance on the winner's behalf and fulfill any other requirements imposed on winner set forth herein. The winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. In the event that the winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain unawarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Contest.

## 8. Prize

AIHA will provide four Amazon e-gift cards each valued at twenty-five U.S. dollars (USD \$25).

## 9. General Conditions

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to, fraud, virus, bug, worm, unauthorized human



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intervention, or other technical problem, or in the event the Contest 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 Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Contest 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 Contest 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 Contest 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 Contest, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, 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 Contest 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 Contest, 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 Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads; (e) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the event, if applicable, the incorrect downloading of the application, the processing of entries application downloads or in any Contest-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 Contest or acceptance, receipt, 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 Contest, 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



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Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

The Sponsor shall have the following rights with respect to use of photos of the Contest winner: (a) to publish the photos in (1) *The Synergist Magazine* (and in reprints therefrom), and to reproduce, use, and distribute the photos as part of such issue throughout the world; and (b) to display the photos on the Synergist website, AIHA website, and their respective social media accounts.

## 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 Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Virginia. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, entrants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Virginia, 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 Virginia.

## 12. Privacy

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