

Nurse's Week 2023 Raffle
Official Entry requirements, Terms and Conditions

Program Overview

To help celebrate Nurses Week, Epic Staffing Group will award two separate winners a Vacation weekend for two people to a US domestic location, to be taken within the next 12 months. The raffle is open to Epic International Staffing Nurses subject to the terms and conditions set forth herein.

All Nurses that worked for Epic International Staffing during 2023 are eligible to enter a random drawing to win the prize. To qualify for the drawing, entrants would need to have already started their qualifying staffing assignment. An assignment is considered qualifying if the staffing assignment started before May 6, 2023, and there was no termination for cause or breach of contract status. The odds of winning depend on the number of eligible entries received.

The raffle will be promoted via email, website, and social media during May 11–19, 2023. To enter, candidates must complete and submit an online form, which will be provided via email, social media and made available at www.epicinternationalstaffing.com.

To qualify for the drawing, entries must be completed and submitted by 11:59:59 p.m. Eastern Daylight Time, Friday, May 19, 2023.

Winners will be announced on or about: Wednesday, May 24, 2023.

Winners must acknowledge and confirm acceptance by 11:59:59 p.m. Eastern Daylight Time, Wednesday, June 7, 2023.

If the selected winner(s) does not acknowledge by this time, another winner will be chosen from a new random drawing.

The prize provided to the winners will include:

1. Airfare for two (2) individuals
 - a. Roundtrip, basic economy flights from any commercial airport in the domestic United States served by recognized commercial airlines.
 - i. *Flights are round-trip, returning to same airport as departure.*
 - ii. *Winners are not able to select which airline is used. Airline selection is at the sole discretion of Epic International Staffing.*
 - iii. *Airfare not to exceed \$1,000 per person.*
 - iv. *Flights must be selected and paid for no later than Friday, August 18, 2023*
2. One hotel room at the destination
 - a. Check-in Wednesday
 - b. Check-out Sunday
 - c. Standard room with two double beds
 - d. Guest will be required to present a credit card to the hotel upon arrival; room service, incidentals and any additional hotel costs are not included, and are at the sole expense of the winner(s).
3. Meals & Transportation
 - a. \$500 Visa gift card will be issued for meals and ground transportation at the destination.

[Additional] Terms & Conditions

- No purchase or payment is necessary to enter or win this raffle.
- No purchase or payment of any kind will increase your chances of winning.
- This raffle is void where prohibited or restricted by law or regulation.
- BY ENTERING THE RAFFLE, EXPRESSLY AGREE TO ALL OF THESE TERMS AND CONDITIONS, WHICH FORM AN ENFORCEABLE CONTRACT.
- **Eligibility.** The Nurses Week Trip raffle is only open to Epic International Staffing Nurses residing in the United States and who are (18) years or older. Persons in any of the following categories are NOT eligible to a prize: (a) directors, members, partners, employees, consultants or agents of Sponsor and their respective affiliates, and each of their respective companies, subsidiaries, advertising and promotion agencies, (b) suppliers of goods or services in connection with the Competition, including individuals engaged in the development, production or distribution of materials for the Competition; 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), unless also actively on assignment and employed by Company, regardless of where they live. All eligibility is subject to all national, provincial, municipal, territorial, federal, state, and local laws and regulations.
- **Raffle.** The raffle begins on May 11, 2023, and ends at 11:59:59 p.m. Eastern Daylight Time, Friday, May 19, 2023 (the "**Entry Period**"). There will be two (2) unique random drawings to award two (2) Prizes. Entry in the raffle does not constitute entry into any other promotion, raffle, or Competition. By participating in the raffle, each Entrant unconditionally and expressly accepts and agrees to comply with and abide by these Terms and Conditions 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.
- **Winner Selection and Notification. A random drawing will be conducted on or about Monday, May 24, 2023 by the Administrator from all eligible entries received during the Entry Period.**
 - The prize, valued at an estimated maximum amount of **\$4,500.00** USD, the Sponsor will select a potential winner from all entries during the Entry Period. Limit one (1) prize per person or household. Potential winners will be notified by e-mail, or phone using the contact information provided at the time of hire. Sponsor shall have no liability for any notification that is lost, intercepted, or not received for any reason. If, despite reasonable efforts, any potential winner does not respond with requested information and documentation [see section 7] within fourteen (14) days of the first notification attempt, or if prize notification is returned as unclaimed or undeliverable, such potential winner will forfeit the prize and, at Sponsor's discretion, an alternate potential winner may be selected. If any potential winner is found to be ineligible, or if the potential winner has not complied with the Terms and Conditions, or declines a prize for any reason, such potential

winner will be disqualified and, at Sponsor's discretion, an alternate potential winner may be selected.

- **DISCLAIMER.** SUBJECT TO APPLICABLE LAWS, THIS CONTRACT INCLUDES INDEMNITY OBLIGATIONS ON THE PART OF ENTRANT AND A LIMITATION OF ENTRANT'S RIGHTS AND REMEDIES.

- SUBJECT TO APPLICABLE LAWS, PRIZES 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.

- **Winner Publicity Requirements.** Acceptance of the prize shall constitute the Winner's agreement and consent for Sponsor and its designees to use winner's name, likeness, photo, avatar, and/or prize information in connection with this raffle for promotional, advertising or other purposes, in any manner, worldwide, in any and all media, whether now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration.

- **Release of Liability / Conditions of Participation.**

- A. Transmission of Information. Sponsor and each of 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 Entrant or not, printing, typographical or other errors, or by any of the equipment or programming associated with or utilized in the Competition; (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 Competition; (4) printing, typographical, technical, computer, network or human error which may occur in (a) the administration of the Competition, (b) the uploading, processing, or random selection of entries, (c) the announcement of the Winner or potential winner, or (d) the prizes or any Competition-related materials; (5) late, lost, garbled, misdirected, inaccurate, incorrect, undeliverable, damaged or stolen entries or mail; (6) costs associated with claiming or redeeming the prizes; 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, mis-transcribed, 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 e-mail account to receive e-mail. Sponsor shall not be responsible for any damage (whether material or non-material) caused to Entrant's computer equipment or to data which is stored on such equipment, or to Entrant's personal, professional, or commercial activities. Proof of submitting entries will not be deemed to be proof of receipt by Sponsor.

- **B. Fraud; Reservation of Rights.** Sponsor reserves the right to cancel, suspend, and/or modify this Competition, or any part of it, if any fraud, technical failures, or any other factors impair the integrity or proper functioning of the Competition, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine winners from among all non-suspect, eligible entries received up to time of such action or as otherwise deemed fair and appropriate by Sponsor. 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 Competition, (b) acting in violation of the Official Rules of this or any other promotion, or (c) acting in an 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.

- **C. Release and Indemnity.** By participating, Entrant hereby releases the Released Parties, and agrees to indemnify, defend, and hold the Released Parties, and the other persons and entities involved in the development, production, and/or administration of the Competition, harmless, from any and all liability for losses, harm, damage, injury, acts or omissions, costs, fees, and expenses, including without limitation, property damage, personal injury (including emotional distress), and/or death, arising from participating in the Competition, any Competition-related activity, and/or acceptance, receipt, possession or use/misuse of any prize, and for any claims or causes of action based on publicity rights, defamation, or invasion of privacy and merchandise delivery.

- **FORCE MAJEURE.** If, for any reason, the Competition-(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, epidemics, pandemics, quarantines, 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, limits or affects the administration, security, fairness, integrity or proper conduct of the Competition (or any part

thereof), Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Competition, or to thereafter conduct the Competition by selecting the prize winner(s) for affected Competition drawing from among all eligible entries received for such affected Competition 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, Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Competition, or any prize 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 Commonwealth of Massachusetts; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Competition but in no event including attorneys' fees; and (d) unless otherwise prohibited, under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to, any indirect, punitive, incidental, special 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 the Entrant and Sponsor in connection with the Competition, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Massachusetts or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts, USA.

- **Taxes:** The winner is responsible for all federal, state, and local taxes associated with the prize. Epic will issue a Form 1099 to the winner for the fair market value of the prize.