

PROMOTIONS DISCLOSURES / TERMS

OFFICIAL RULES REGARDING SWEEPSTAKES, CONTEST OR ANY PROMOTION AT THE LEADERSHIP SUMMIT

REMINDER TO ALL EXHIBITORS: You may not use any Health Forum or American Hospital Association trademark, trade name, logo, slogan, or other designation in the advertising or administration of any promotion which you provide without the express written permission of Health Forum or the AHA.

1. NO AFFILIATION WITH AHA: Any Sweepstakes, Raffle, Contest or Promotion ("Promotion") is not affiliated with, sponsored by, approved by or provided by **HEALTH FORUM** or the **AMERICAN HOSPITAL ASSOCIATION** ("Conference Host"). Conference Host has not marketed or advertised, has not reviewed, does not administer, and is not otherwise involved in any aspect of the Promotion. The Promotion and any prizes to be awarded pursuant to the Promotion are the sole and exclusive responsibility of the Sponsor of the Promotion ("Sponsor").

2. LIMITATIONS: Conference Host, and its subsidiaries and affiliated companies and advertising and promotion agencies, and each of their respective officers, directors, employees, representatives and agents (collectively, the "Released Parties") are not responsible for illegible, lost, late, damaged, incomplete, inaccurate, forged, or stolen entries or for lost or stolen entry boxes and all such entries will be void. Released Parties will have no liability whatsoever for, and are released and shall be held harmless by entrants against, any and all liability, for any injuries, losses or damages of any kind, to persons, including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize or participation in this Promotion or in any Promotion-related activity, or any actions or omissions of Sponsor. Released Parties are not responsible for mechanical, technical, typographical, printing, human or other errors relating to or in connection with the Promotion, including, without limitation, errors which may occur in connection with the administration of the Promotion, the processing of entries, the cancellation or postponement of the **Health Forum / AHA Leadership Summit**, the announcement of the prize or in any Promotion-related materials (including these Official Rules). Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a prize, including express warranties provided exclusively by a prize provider that may be sent along with a prize nor any implied warranties, including but not limited to any warranties of fitness for a particular purpose, merchantability, or non-infringement. **THE RELEASED PARTIES SHALL NOT BE LIABLE, AND DISCLAIM ANY LIABILITY, FOR ANY CLAIM, LOSS OR DAMAGE, DIRECT OR INDIRECT, INCLUDING, WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER IN CONNECTION WITH, AS A RESULT OF, OR ARISING OUT OF THE PROMOTION, THE AWARDING, DELIVERY OR USE OF ANY PRIZE, OR ANY ACTIONS OR OMISSIONS OF SPONSOR OR ANY THIRD-PARTY.**

3. DISPUTES: Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of the Promotion, **OR** the rights and obligations of the participant and Conference Host in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of Illinois, without giving effect to any choice of law or conflict of law rules (whether of Illinois, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than in Illinois.

The parties each agree to finally settle all disputes involving the Conference Host only through arbitration; provided, however, the Conference Host shall be entitled to seek injunctive or equitable relief in the state and federal courts in Cook County, Illinois and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, **WITH** limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Promotion shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Chicago, IL, Washington, DC, New York City, NY, Los Angeles, CA, Atlanta, GA or Dallas, TX (whichever is closest to entrant's residence); provided, however, if none of these locations are convenient for the hearing, the parties may mutually agree on an alternative location. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court

or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Cook County, Illinois. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Any party may, notwithstanding this provision, bring qualifying claims in small claims court.

BY ENTERING THE PROMOTION, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION BROUGHT AGAINST CONFERENCE HOST, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIFTY DOLLARS (\$50.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND (3) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

4. MISCELLANEOUS: The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials, privacy policy or terms of use on the Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.