

The American Academy of Pediatrics Virtual NCE 2020 Book Giveaway Official Rules

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. BY ENTERING THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SWEEPSTAKES ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

HOW TO ENTER: This sweepstakes promotion begins at 8:00 a.m. (CT) October 2, 2020 and ends at 4:00 p.m. (CT) October 5, 2020 (the "Sweepstakes Period"). Enter this promotion by visiting the promotion website <https://cdmcd.co/ZwqK9M> and following the posted instructions. Limit one entry per person. Multiple participants are not permitted to share the same email address. In the event of a dispute regarding the identity of the person submitting an electronic entry, the entry will be deemed to be submitted by the authorized account holder in whose name the provided email account is registered. Entries made by any mass duplication, automatic, robotic, or programmed method, or through any promotion entry, notification, or related service, or in any manner not in compliance with the requirements of these Official Rules are invalid and will be disqualified.

ELIGIBILITY: For mailed prizes, this promotion is open only to legal residents of the fifty United States and District of Columbia (except New York and Florida), who have reached the age of majority at time of entry. Void in Puerto Rico, and all other U.S. and foreign territories and possessions, and wherever else prohibited or restricted by law. Except for residents of New York and Florida, no location restrictions for digital prizes which will be emailed to the address provided in this contest. Employees of the American Academy of Pediatrics, Evolve BioSystems ("Sponsor"), Mead Johnson Nutrition ("Sponsor"), and their affiliates, subsidiaries, divisions, advertising and promotion agencies (collectively, "Sweepstake Entities"), and their immediate families and household members are not eligible. All participants must be registered attendees of the 2020 National Conference and Exhibition (email address entered for book giveaway must match NCE registration).

CONDITIONS OF ENTRY: Incomplete entries will not be accepted. All entries become the property of Sponsor. All entries will be submitted as the email of the individual person. Prizes can only be awarded to the person whose name is listed on the account. Entries generated by script, macro, robotic or by any other automatic or mechanical means are void. By participating, entrants agree to these Official Rules, including all eligibility requirements. Sponsor reserves the right to disqualify participants who violate these Official Rules or interfere with this Sweepstakes in any manner. If a participant is disqualified, Sponsor reserves the right to terminate that participant's eligibility to participate in the Sweepstakes. This Sweepstakes is subject to all federal, state, and local laws. Neither Sweepstakes Entities nor any service providers are responsible for incorrect or inaccurate transcription of entry information, or for any human error, technical malfunctions, lost/delayed data transmission, omission or failures of any network, computer equipment, web site or software, or any other error or malfunction, or late, lost or misdirected entries. Sweepstakes Entities are not responsible for any liability for damage to any computer system resulting from participation in or accessing or downloading information in connection with this promotion.

DRAWING: 1,800 prize winners will be randomly selected from all eligible entries received during the Sweeps Period. The random drawings shall be conducted on or about October 6, 2020 by representatives designated by Administrator. Odds of winning depend on number of eligible entries received during the

Sweepstakes Period. Administrator decisions are final and binding on all matters relating to this Sweepstakes. Potential winners will be notified via email. As a condition of awarding the prize: (1) you consent to Sponsor's use of your name for promotional purposes, including posting of the winner's name in a winners list, in social media (such as Twitter® and Facebook®) and via online announcements, without additional compensation, except where prohibited by law, and (2) if requested by Sponsor, the winner is required to sign and return an affidavit of eligibility/publicity and liability release within the time specified by Sponsor. If a winner is ineligible, cannot be contacted, fails to timely return an affidavit/release as specified by Sponsor, declines the prize, or if the prize is returned as undeliverable, an alternate winner will be selected. If, in Sponsor's opinion, there is any suspected or actual evidence of tampering with any portion of the promotion, or if technical difficulties compromise the integrity of the promotion, Sponsor reserves the right to terminate the promotion and conduct a random drawing to award the prize using all entries received as of the termination date.

PRIZES: 600 winners will be awarded the following prize: a print Baby Book Bundle (approximate retail value [ARV] \$26.94; includes one printed copy each of *Heading Home With Your Newborn* and *Your Baby's First Year*); 400 winners will be awarded a digital Baby Book Bundle (ARV=\$26.94; includes the same titles in ebook [digital] format); 200 winners will be awarded ebook (digital) copies of the following titles: *Building Resilience in Children and Teens* (ARV=\$16.95), *Protecting Your Child's Health* (ARV=\$16.95), *The New Baby Blueprint* (ARV=\$14.95), and *Co-parenting Through Separation and Divorce* (ARV=\$16.95).

PRIZES WILL BE ACCEPTED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). Sweepstakes Entities 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 manufacturer that may be sent along with a prize. All taxes, if applicable, are the sole responsibility of the winner. No prize substitution, cash substitution, or assignment or transfer of prizes is permitted, except by Sponsor for reason of unavailability in which case a prize of equal or greater value will be awarded. Odds of winning depend upon the number of eligible entries received. Limit one prize per household. Winners should allow 6 to 8 weeks from notification for delivery of the prizes. The total ARV of all prizes available to be won is \$29,930. All prizes awarded are subject to verification of eligibility and compliance with these Official Rules.

PRIVACY: By participating in the sweepstakes, you agree to receive email communications from Evolve BioSystems and/or Mead Johnson Nutrition. You may unsubscribe from these emails at any time.

LIABILITY LIMITS AND INDEMNITY: By entering and/or participating, all entrants and winners, on behalf of themselves, their executors, heirs and assigns hereby: (a) release Sweepstake Entities from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses of any kind to persons or property, including death and bodily injury, which may be sustained in connection with the conduct or outcome of the promotion or the receipt, ownership or use or misuse of any prize awarded, (b) indemnify and hold harmless Sweepstakes Entities from and against any and all claims arising from the foregoing, and (c) indemnify and hold harmless Sweepstake Entities from and against any and all claims arising from the acts or omissions of entrant or winner. Under no circumstances will Sweepstake Entities be liable for punitive, incidental, consequential, or special damages (including lost profits) or any other damages in excess of actual out-of-pocket costs incurred (if any) not to exceed \$50, but in no event will attorneys' fees be awarded or recoverable.

GENERAL: This promotion is governed by U.S. law, subject to all federal, state, and local laws. The decisions of Sponsor are final with respect to all aspects of the promotion. The Sponsor reserves the right to verify eligibility qualifications of any winner. Except where prohibited, all disputes arising out of or connected with this sweepstakes will be resolved on an individual basis by binding arbitration subject to the rules of the American Arbitration Association. The foregoing shall not limit any party's right to seek injunctive or equitable relief in any court with jurisdiction over the parties or to bring qualifying claims in small claims court. If an in-person hearing is required then it will take place in Chicago, IL, New York City, NY, San Francisco, 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 arbitrator's decision and award will be final and binding and judgment on the award may be entered in any court with jurisdiction. The invalidity or unenforceability of any portion or provision of these Official Rules or an Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or an Affidavit 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. If there is a discrepancy between these Official Rules and any other promotion materials, the Official Rules will control and govern this sweepstakes. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision.

WINNERS LIST: The winners will be announced on https://downloads.aap.org/AAP/PDF/Book_Giveaway_Winners_List.pdf as soon as all winners are confirmed. Sponsor: American Academy of Pediatrics, 345 Park Blvd; Itasca IL, 60143.