

## EXERGEN GIVEAWAY

**Official Rules** NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. **Eligibility:** "Exergen Giveaway" (the "**Giveaway**") is open only to legal residents of the fifty (50) United States (and the District of Columbia) who are at least eighteen (18) years old at the time of entry. Void in Quebec and where prohibited by law. Employees of Exergen Corporation and their affiliate and subsidiary companies, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee, are not eligible. Subject to all applicable federal, state, provincial, municipal, territorial and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator'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.
2. **Sponsor:** Exergen Corporation, 400 Pleasant Street, Watertown, MA 02472
3. **Dates of Sweepstakes:** The Giveaway begins on 12/3/14, at 12:00:00 a.m. Eastern Time ("**ET**") and ends on 12/10/2014, at 11:59:59 p.m. ET (the "**Entry Period**"). Administrator's database clock is the official time-keeping device for the Sweepstakes.
4. **How to Enter:** During the Entry Period, complete the full survey and submit. Limit: Each entrant may enter once during the Entry Period. Multiple entrants are not permitted to share the same email. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email accounts will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified.
5. **Drawings:** One (1) Grand Prize winner will be determined based upon a random drawing from among all eligible entries received (the "**Grand Prize Winner**"). The random drawing will be conducted on or about 12/11/14. The random drawing will be conducted by Sponsor or Administrator, whose decisions on all matters relating to this Giveaway are final and binding. The selected winner and awarding of the prize is subject to the eligibility and forfeiture provisions set forth herein. Odds of winning depend on the number of eligible entries received. Winner will be contacted by email within five (5) business days of the conclusion of the Entry Period ("**Prize Notification**") with instructions on how to claim the prize. Failure to respond to Sponsor's Prize Notification within five (5) days will result in forfeiture of the prize and selection of an alternate winner. Return of Prize Notification and/or the Affidavit as undeliverable will result in disqualification and an alternate winner will be selected. Sponsor shall have no liability for any potential Prize Notification that is lost, intercepted or not received by any potential winner for any reason. It is your sole responsibility to notify Sponsor in writing if you change your email address. **POTENTIAL WINNERS ARE SUBJECT TO**

**VERIFICATION BY SPONSOR, AND THE DECISIONS OF SPONSOR SHALL BE FINAL AND BINDING IN ALL MATTERS RELATED TO THE GIVEAWAY.**

6. **Prizes:** ONE (1) GRAND PRIZE: A \$100 American Express gift card.
7. **Release:** By receipt of any prize, winner agrees to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "**Released Parties**") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Giveaway or receipt or use or misuse of any prize, except where prohibited by law.
8. **General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Giveaway, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Giveaway, as determined by Sponsor in its sole discretion. 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 Giveaway or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Giveaway may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
9. **Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Giveaway; (2) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in cellular networks, phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Giveaway; (4) technical or human error which may occur in the administration of the Giveaway or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Giveaway or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Giveaway, provided that, if it is not possible to award another entry due to discontinuance of the Giveaway, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

10. **Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway, 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 Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Massachusetts, U.S.A., without giving effect to any choice of law or conflict of law rules (whether of the State of Massachusetts or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Massachusetts, U.S.A.
11. **Privacy:** The information that you provide in connection with the Giveaway may be used for Sponsor's internal purposes and to send you information about Sponsor's products and special promotions, but will not be provided to third parties except as necessary for the administration of the Giveaway or as required by law or legal process.