

## Exergen Survey December 2016 Sweepstakes

**Official Rules** NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. This promotion is in no way sponsored, endorsed, or administered by, or associated with, SurveyMonkey. You understand that you are providing your information to Sponsor and not to SurveyMonkey. Any questions, comments or complaints regarding this promotion should be directed to Sponsor, and not SurveyMonkey. The information you provide will only be used for identification of Winners of the Sweepstakes.

- 1. Eligibility:** " Exergen Survey December 2016 Sweepstakes" (the "**Sweepstakes**") 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 where prohibited by law. Employees of Exergen Corporation, Rosica Public Relations, 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 St., Watertown, MA 02472.  
**Administrator:** Rosica Public Relations, 21-00 Route 208 South, Suite 130, Fair Lawn, NJ 07410.
- 3. Dates of Sweepstakes:** The Sweepstakes begins on 12/27/16 at 12:00:00 a.m. Eastern Time ("**ET**") and ends on 01/06/17, 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, respond to the Exergen Survey sent to you by email, or click here to access the survey <https://www.surveymonkey.com/r/PRFNSDL>. You will then be directed to a

screen where you will be able to complete the survey and follow the instructions located there. Once you complete the survey, you will be entered to win one of one hundred (100) Exergen Temporal Scanners.

**Alternate Method of Entry ("AMOE"):**

A Participant can request an entry without completing the survey by mailing a 3"x5" index card with their first and last name, street address, city, state, ZIP or postal code, and email address to: Exergen December 2016 Survey, Rosica Public Relations, 21-00 Route 208 South, Suite 130, Fair Lawn, NJ 07410. Mail-in requests, including both outer envelope and 3"x5" index card, must be handwritten. Outer envelope must include a return address in the upper left hand corner that matches the requestor's street address, and must be postmarked no sooner than 12/27/16, and no later than 01/06/17, and received by Sponsor no later than 01/06/17. Requests that are sent in business reply envelopes that utilize address labels or stickers (for any address), that are photocopied, hand-stamped, computer-generated or otherwise mechanically or digitally produced or reproduced, or that otherwise fail to comply with these Official Rules will NOT be honored, acknowledged or returned, and the persons submitting such requests will forfeit any corresponding postage and envelopes.

Limit: Each entrant may enter one (1) time 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. In the event of a dispute as to any entry, the authorized account holder of the Facebook account used to enter will be deemed to be the entrant. Potential Winners may be required to show proof of being the authorized account holder.

5. **Drawings:** One hundred (100) Winners will be determined based upon a random drawing from among all eligible entries received (the "**Winner**"). The random drawing will be conducted on or about 01/13/17. The random drawing will be conducted by Sponsor or Administrator, whose decisions on all matters relating to this Sweepstakes are final and binding. The selected Winners 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. Winners 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. Winners will be required to complete an Affidavit of Eligibility and a Liability/Publicity Release ("**Affidavit**"), unless prohibited by law, and will be asked to confirm acceptance of the prize. The Affidavit must be returned within five (5) days of Sponsor's first provision of these documents. Non-compliance with any of these requirements will result in disqualification, in which case an alternate Winner will be chosen. 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. Acceptance of any prize constitutes permission for Sponsor to use Winner's name and likeness solely for advertising and promotional purposes as Sponsor so determines without notice or further compensation, in any media, worldwide, except where prohibited by law. 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 SWEEPSTAKES.**

6. **Prizes:** ONE HUNDRED (100) PRIZES: An Exergen Temporal Scanner Thermometer (Approximate Retail Value ("ARV") \$40.00 USD). All taxes, expenses, fees and costs associated with the acceptance and use of the Grand Prize are the sole responsibility of the Winners. No cash substitution, assignment, or transfer of any prize is permitted. In the event a prize component is unavailable, Sponsor reserves the right to substitute a prize component of equal or greater value. No prize recipient shall be permitted to (a) replace his/her designated prize or prize component with another prize or prize component, (b) transfer or assign his/her designated prize to another person, or (c) redeem his/her prize for cash. Any costs associated with prize acceptance and use, including all federal, state, local, and other taxes, are the Winner's sole responsibility.
  
7. **Release:** By receipt of any prize, Winners agree 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 Sweepstakes 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 Sweepstakes, 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 Sweepstakes, 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 Sweepstakes 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 Sweepstakes 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 Sweepstakes; (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 Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes 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 Sweepstakes 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 Sweepstakes, provided that, if it is not possible to award another entry due to discontinuance of the Sweepstakes, 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 Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for Massachusetts (Boston Division) or the appropriate Massachusetts State Court located in Middlesex County, Massachusetts, U.S.A.; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, 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 Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, U.S.A., 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, U.S.A.

**11. Privacy:** The information that you provide in connection with the Sweepstakes 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 Sweepstakes or as required by law or legal process. For additional information about Sponsor's Privacy Policy go to

<http://www.exergen.com/medical/TAT/exergenprivacypolicy.pdf>

12. **Winner List:** Winner List requests will only be accepted after the promotion end date (listed above) and no later than 01/31/17. For the Winner List, send an email with subject line: "Exergen December 2016 Survey Sweepstakes, Winner List Request," to [victoria@rosica.com](mailto:victoria@rosica.com).