

Terms and Conditions

- 1. Eligibility:** The Dudley DeBosier Nurse Appreciation Giveaway is open to legal residents of Louisiana. Employees, officers, directors, agents, and representatives of our law firm (“Administrator”), and each of their respective parents, affiliates, subsidiaries, wholesalers, retailers, distributors, suppliers, advertising & promotion agencies (hereafter collectively, the “Released Parties”), and each such individual’s immediate family members (mother, father, sister, brother, child, husband, wife, and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related, are not eligible to participate or win. Void outside Louisiana and where prohibited by law. All applicable federal, state, and local laws apply. Must be 18 or older to participate.
- 2. Promotion Period:** Nominations will be accepted starting on 04/01/2021 up until 05/05/2021 at 7:00:00 PM CT (“Promotion Period”).
- 3. How to Participate:** During the Promotion Period, nominate a nurse by:
Online: Visit www.dudleydebosier.com/nurses
 - and follow the instructions provided to complete and submit the registration form to submit one (1) nomination.
 - Nominations must be received by 07:00:00 PM CT on 05/05/2021 to be eligible. For the purposes of this giveaway, a day is understood to begin at 12:00:00 AM and end at 11:59:59 PM that same day. Limit one (1) nomination per person. Released Parties are not responsible for incomplete, late, garbled, lost, illegible, delayed, misdirected, or stolen nominations, purchases, or text messages, failures or malfunctions of phones (including wireless phones/handsets), phone lines, cellular equipment towers, telephone systems, lost nominations, text messages, or transmissions, interrupted or unavailable network, server, wireless service provider, or other connections, miscommunications, failed computer hardware or software or technical failures, garbled, misrouted, scrambled transmissions, printing, typographical, or other errors in these Official Rules, in any giveaway-related advertisements, or other materials, or other errors or problems of any kind whether computer, network, cellular, human, electronic, or otherwise relating to or in connection with this giveaway, including, without limitation, any errors or problems which may occur in connection with the administration of the giveaway, the processing of nominations or text messages, or in the announcement of the prize. The use of automated or similar devices, including but not limited to nominations submitted using any bot, macro, script, or giveaway service (or any other devices intended to automate any aspect of entry) to enter this giveaway is prohibited and any nominations made through such means are void. Mechanically reproduced nominations are void. Released Parties are not responsible for any injury or damage to nominators’ or any other person’s wireless phone/handset/computer/device related to or resulting from participation in this giveaway. Nominators will be given the option to receive commercial e-mails from our firm; however, eligibility to participate in the

giveaway is not dependent upon consent to receive such e-mails and consenting to receive such e-mails does not impact nominees' chances of winning.

4. **Winner Selection/Odds:** Ten (10) winners will be selected on May 6, 2021 from all eligible nominations received by Sponsor. Winners will be selected at random. The potential winners will be notified by e-mail and/or telephone number on or before May 6, 2021. In the event of a dispute as to the identity of any potential winner, winner will be deemed the person named on the applicable nomination form. Proof (to Sponsor's satisfaction) of being the primary account holder may be required by Sponsor. The Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in nominees' e-mail accounts to receive e-mail messages. The Released Parties are not responsible for false, incorrect, changed, incomplete or illegible contact information. Ten (10) winners will each receive \$500. One grand prize winner will be selected from among the ten winners to receive a vacation get-away of their choice worth up to \$3,000.
5. **Miscellaneous:** No transfer, assignment, cash redemption, or substitution of prize (or portion thereof) except by Sponsor, who reserves the right to substitute a prize(s) with one of comparable or greater value (except as otherwise provided above), at its sole discretion. Winners will be required to execute and return an Affidavit of Eligibility, Liability Release, and (where legal) Publicity Release and any other documents required by Sponsor within five (5) days of date of notification. Non-compliance with the foregoing, with these Official Rules, or return of prize notification as non-deliverable may result in disqualification and, at Sponsor's discretion and time permitting, awarding of prize to an alternate winner. Winners agree, by accepting the prize, that 1) Sponsor and its designees may use (unless prohibited by law), winner's name, city and state of residence, photograph, any recording (voice, film, or video), and/or likeness for advertising, trade, and/or any other purposes in any media now or hereafter known throughout the world in perpetuity, without further compensation, permission, or notification; 2) Sponsor reserves the right to conduct a background check and participation in the giveaway constitutes nominee's permission for Sponsor to conduct such background check, provided that, to the extent additional authorization is necessary under law, entrants shall authorize such check. Sponsor reserves the right (at its sole discretion) to disqualify any entrant based on the results of the background check or failure of the entrant to properly authorize such check; and 3) the Released Parties shall have no liability and will be held harmless by entrant for any claim, action, liability, loss, injury, or damage to entrant or any other person or entity, including, without limitation, personal injury or death to entrant or any other person or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use, or misuse of the prize and any travel or travel-related activity thereto or participation in this giveaway. Sponsor reserves the right, in its sole discretion, to modify, suspend, and/or terminate this Sweepstakes (or portion thereof) for any reason, including should virus, bugs, non-authorized human intervention, or other causes corrupt or impair the administration, security, fairness, or proper play of the giveaway and, in the case of termination, at its discretion, select the winner from

eligible non-suspect nominations received prior to the event that required such termination. CAUTION: Any attempt to deliberately damage the website or undermine the legitimate operation of this giveaway is a violation of criminal and civil laws and should such an attempt be made; the Sponsor reserves the right to seek any and all remedies available from any such person(s) responsible for the attempt to the fullest extent permitted by law.

6. **Arbitration:** Except where prohibited by law, as a condition of participating in this Sweepstakes, entrant agrees that 1) any and all disputes 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 final and binding arbitration under the rules of the American Arbitration Association (“AAA”) and held at the AAA regional office nearest the entrant; 2) the Federal Arbitration Act shall govern the interpretation, enforcement, and all proceedings at such arbitration; and 3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, or consequential damages, or any other damages, including attorneys’ fees, other than entrant’s actual out-of-pocket expenses (e.g., costs associated with participating in this giveaway), and entrant further waives all rights to have damages multiplied or increased.
7. **Choice of Law:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with the giveaway, shall be governed by, and construed in accordance with, the substantive laws of Louisiana.
8. **Winner’s Name:** The winners will be announced on our Facebook page on May 6, 2021. For the name of the winners, visit www.facebook.com/DudleyDeBosier.
9. **Sponsor:** Dudley DeBosier Injury Lawyers