

1. Eligibility: The **CMHC Battle Bracket Contest** is open to legal residents of the United States who enter a submission on the **Cardiometabolic Health Congress (CMHC)** Facebook page at <https://www.facebook.com/CardiometabolicHealth> or Instagram page at <https://www.instagram.com/cardiometabolichealthcongress>. Entrants must be 18 as of their date of entry in this promotion in order to qualify. This contest is subject to federal, state, and local laws and regulations and void where prohibited by law. CMHC's employees, its subsidiaries, affiliates, suppliers, partners, advertising and promotion agencies, and directors (collectively the “Employees”), as well as members of an Employees' immediate family and/or those living in the same household of Employees are ineligible to participate in the CMHC Battle Bracket Contest.

2. Sponsorship. The sponsor is CMHC (“Sponsor”), located at 1801 N. Military Trail Suite 110 Boca Raton, Florida 33431. Sponsor will conduct the Contest substantially as described in these Official Rules.

3. Agreement to Rules: By entering this Contest, the Entrant (“You”) agrees to abide by the Sponsor's Official Rules and decisions, which are fully and unconditionally binding in all respects. The Sponsor reserve the right to refuse, withdraw, or disqualify any entry at any time at the Sponsor’s sole discretion. By entering this Contest, You represent and warrant that You are eligible to participate based on eligibility requirements explained in the Official Rules. You also agree to accept the decisions of the Sponsor as final and binding as it relates to the content of this CMHC Battle Bracket Contest.

4. CMHC Battle Bracket Contest. Entry Period: This promotion begins on 02/23/2022 at 12:00 am EST and ends on 04/13/2022 at 11:59 EST (“Entry Period”). To be eligible for the Contest, entries must be received within the specified Entry Period.

5. How to Enter: Eligible entrants can enter The CMHC Battle Bracket Contest by submitting an entry via Sponsors website. To enter, a participant must fill out required information and complete the quiz found on the entry page. The Sponsor will review cumulative quiz scores and move highest scoring entrants to another round of questions. To win the contest Grand Prize, you must complete both quizzes and be the highest cumulative score of both quizzes. To be a runner up, you must have one of ten (10) highest cumulative combined scores. By submitting your information you are granting the Sponsor full permission to contact you with marketing messages through email or other means until or unless you unsubscribe from future messages. You are also granting the Sponsor permission to publish your name as a participant, finalist, winner, or runner up on any of the Sponsor’s channels online, or otherwise as the Sponsor deems appropriate in perpetuity. Further usage of your entry and likeness are found in Section 9 of these rules. As a participant, your entry must fully meet all Contest requirements, as specified in the Official Rules, in order to be eligible to win a prize. Incomplete entries or those that do not adhere to the Official Rules or specifications will be disqualified at the Sponsor's sole discretion.

6. Prizes: The Grand Prize Winner of the CMHC Battle Bracket Contest (the “Winner”) will receive a \$50 Amazon gift card AND their choice of free registration to one of the Sponsors upcoming live events including *CMHC Spring 2023: Taming the Flames (valued at \$195 USD)*, *Women’s Health Masterclass (valued at \$195 USD)* or *CMHC Annual (valued at \$195 USD)*. Winners will be awarded the gift card and only one of the available options based on their

choice. Ten (10) runner up Winners will be given a code for \$100 off registration to one of the Sponsors upcoming live events including *CMHC Spring 2023: Taming the Flames (valued at \$195 USD)*, *Women's Health Masterclass (valued at \$195 USD)* or *CMHC Annual (valued at \$195 USD)*. The actual/appraised prize value may differ at the time the prize is awarded. The prize(s) shall be determined solely by the Sponsor. There shall be no cash or other prize substitution permitted except at the Sponsor's discretion. The prize is non-transferable. The prize is non-transferable. The Winner, upon acceptance of the prize, is solely responsible for all expenses related to the prize, including without limitation any and all local, state, and federal taxes. The Winner shall not transfer assignment of the prize to others nor shall the Winner request the cash equivalent or prize substitution. By accepting the prize, the selected Winner grants permission for the Sponsor to use the Winner's likeness, entry, and name for purposes of advertising and trade without further compensation unless prohibited by law.

7. Odds: The total number of eligible entries received determines the odds of winning.

8. Selection and Notification of Winner: There is no purchase necessary to enter. Being a customer of CMHC does not increase your likelihood of winning. There will be a total of eleven (11) winners throughout the Contest entry period. The Grand Prize Winner will be selected by having the highest combined cumulative score out of the finalist pool. In the event there are two matching scores, the Winner will be selected by the highest cumulative score of the second quiz. In the event that there are two matching second quiz scores from the potential Grand Prize Winner candidates, one will be selected at random by the Sponsor. Ten (10) runner up Winners will be selected based on cumulative combined quiz scores at random under the supervision of the Sponsor. The Sponsor will notify the Winner(s) on social and via Sponsor's emails on at the end of the entry period. The Sponsor is not responsible for nor shall have no liability for Winner's failure to receive notices due to email security settings that may cause notifications to be marked as spam or junk email nor is the Sponsor responsible for a Winner not checking the designated social media channels from Section 1 to see if their name was selected. Sponsor will not be liable for the Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner 1) fails to claim the prize within seven (7) days from the time the award notification was sent, 2) is found ineligible, or 3) does not complete and return an executed declaration and release within the specified timeframe, the prize may be forfeited and an alternate Winner may be selected. Receipt of the prize (offered in the CMHC Battle Bracket Contest by the Winner is upon the condition of compliance with any and all federal, state, and local laws and regulations. IF THE WINNER VIOLATES ANY OF THESE OFFICIAL RULES, THE WINNER (AT THE SPONSOR'S SOLE DISCRETION) WILL BE DISQUALIFIED, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

9. Rights Granted by You: By submitting an entry (e.g., text, video, photo, etc.) into this Contest, You understand and agree that the Sponsor, any individual acting on the Sponsor's behalf, and the licensees successors, and assigns of the Sponsor shall, where permitted by law, have the right to print, publish, broadcast, distribute and use in any media known now or hereafter developed, in perpetuity, worldwide, and without limitation, your submission, name, photo, portrait, voice, likeness, image, statements about the CMHC Battle Bracket Contest, and your biographical

information for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration. If it is determined that your entry is not valid, You may be disqualified from the CMHC Battle Bracket Contest and future contests held by the Sponsor. By submitting your photo or video, you are granting the Sponsor full ownership of your content to be used as the Sponsor deems appropriate in perpetuity.

10. Terms & Conditions: In its sole discretion, the Sponsor reserves the right to modify, suspend, cancel, or terminate the CMHC Battle Bracket Contest should non-authorized human intervention, a bug or virus, fraud, or other causes beyond the Sponsor's control, impact or corrupt the security, fairness, proper conduct, or administration of the CMHC Battle Bracket Contest. The Sponsor, in the event of any of the above issues, may determine the Winner based on all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. Individuals who tamper with or attempt to tamper with the operation or entry process of the Contest or website or violates these Terms & Conditions will be disqualified by the Sponsor in its sole discretion. In its sole discretion, the Sponsor has the right to maintain the integrity of the CMHC Battle Bracket Contest, to void votes for any reason, including, but not limited to: identify any disallowed entry methods that will result in votes/entries being voided; examples: multiple entries from the same user; multiple entries from the same computer beyond the number allowed by the Contest rules; or the use of bots, macros, scripts, or other technical means for entering. Attempts by any entrant to deliberately damage any website or undermine the legitimate operation of the CMHC Battle Bracket Contest may be a violation of criminal and civil laws. If any such attempt is made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.

11. Limitation of Liability: Your entry into this Contest constitutes Your agreement to release and hold harmless the Sponsor and its subsidiaries, representatives, affiliates, partners, advertising and promotion agencies, successors, agents, assigns, directors, employees, and officers against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the Contest and/or the 1) Winner accepting, possessing, using, or misusing of any awarded prize or any portion thereof; 2) any type of technical failure; 3) the unavailability or inaccessibility of any transmissions, phone, or Internet service; 4) unauthorized intervention in any part of the entry process or the Promotion; 5) electronic error or human error in the Promotion administration or the processing of entries.

12. Disputes: THIS CONTEST IS GOVERNED BY THE LAWS OF THE UNITED STATES AND FLORIDA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. The Entrant agrees, as a condition of participating in this promotion, that if any disputes cannot be resolved between the Entrant and the Sponsor, and if causes of action arise out of or are connected with this Contest, they shall be individually resolved exclusively before a court located in Florida having jurisdiction, without resorting to any form of class action. Under no circumstances in any such dispute shall the participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest. The participant waives all rights to have damages multiplied or increased.

13. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the CMHC website. Click here <https://www.cardiometabolicehealth.org/privacy-policy/> to read the Privacy Policy.

14. Winners List: You may obtain a copy of the Winner's name(s) or a copy of these Official Rules, by sending your request via mail with a stamped, self-addressed envelope to: CMHC Social Team 1801 N. Military Trail Suite 110 Boca Raton, Florida 33431. Requests must be postmarked no later than 04/13/2023.

15. To enter this Contest, you must have access to the internet and a valid Facebook or Instagram account. You can create an account at [www.facebook.com](http://www.facebook.com) or [www.instagram.com](http://www.instagram.com) The sponsor is not affiliated with Facebook, Instagram, or its parent company Meta. The CMHC Battle Bracket Contest hosted by CMHC is in no way sponsored, endorsed, administered by, or associated with Facebook, Instagram, or its parent company Meta. The sponsor is not affiliated with Amazon. The CMHC Battle Bracket Contest hosted by CMHC is in no way sponsored, endorsed, administered by, or associated with Amazon.

16. By entering the contest, You, the Entrant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.