

Official Rules - 2024 TravCon Entry Ticket - Giveaway

Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN THE SWEEPSTAKES.

A purchase will not improve your chance of winning. Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of Barton Healthcare Staffing, LLC ("Sponsor" or "Barton Healthcare Staffing") as final in all matters relating to this Sweepstakes.

Eligibility: The Sweepstakes are open to U.S. residents who are at least 18 years old and who enter the Sweepstakes according to these Official Rules from July 29th, 2024 at 12:01 am, Eastern Time, through August 4th, 2024 at 11:59 pm, Eastern Time. Employees of Barton Healthcare Staffing and its affiliates, as well as its prize suppliers, advertising and promotion agencies (all such individuals and entities collectively referred to herein as the "Promotion Entities" and each a "Promotion Entity"), and Barton Healthcare Staffing employees' immediate families (spouses, parents, children, siblings, and their respective spouses), as well as individuals living in the same households, whether related or not, are ineligible to enter or win the Sweepstakes. Void where prohibited by law.

Sweepstakes Period: The Sweepstakes begins July, 29th 2024 at 12:01 am, Eastern Time, and ends at 11:59 pm, Eastern Time, on August 4th, 2024.

How to Enter:

1. On the Google Form (LINK): Submit First Name, Last Name, Specialty, Email, and Phone Number.

Limit of One (1) total entry per person.

If you would like to enter the Sweepstakes other than through the Google Form, you may do so by sending a 3x5 card with the following information: Barton Healthcare Staffing TravCon Entry Ticket Giveaway, your email address or your name, your address, and your telephone number. Send the card to: Barton Healthcare Staffing, LLC, 300 Jubilee Drive, Peabody, 01960 MA, Attn: Michelle Lowry, Marketing. Entries must be postmarked by August 4th, 2024.

All entries and associated data and information, regardless of medium, become the property of the Sponsor and will not be acknowledged or returned. Mechanically reproduced entries will not be accepted. Entries using macro, robotic, script, or other forms of automatic entry will be disqualified. Proof of submission does not constitute proof of entry. The Sponsor is not responsible for lost, late, incomplete, illegible, incorrect, delayed, garbled, undelivered, or misdirected entries. The Sponsor reserves the right to disqualify any person that submits, or is reasonably suspected to have submitted, more than one allowed entry. Barton Healthcare Staffing is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or

transmission, theft, destruction, or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware, or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information, or on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof. If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right in its sole discretion to cancel, terminate, modify, or suspend the Sweepstakes.

Winners Selection/Odds: The prize winner will be selected in a random drawing on or about August 9th, 2024, from among all eligible entries received. The drawing will be conducted by the Sponsor, whose decisions are final in all matters relating to the Sweepstakes. The actual odds of winning will depend upon the total number of actual eligible entries received during the Sweepstakes Period.

Prizes: One (1) Sweepstakes prize will be awarded during the Sweepstakes Period. The prize is a Visa gift card covering one (1) General Admission ticket for TravCon 2024, a \$449.00 value (ticket includes: [\[More Info\]](#)), and \$151 to cover other expenses, a total not to exceed \$600. All details and other restrictions of the prize not specified in these Official Rules will be determined by Sponsor in its sole discretion. No cash alternative or substitution of the prize will be allowed, except by the Sponsor which reserves the right to substitute a prize of equal value. If the actual value of any prize turns out to be less than the stated ARV, the difference will not be awarded in cash. The prize is provided “AS-IS” and the Sponsor provides no warranty. To the extent that the third-party manufacturer of the product provides any warranty with the prize, Sponsor shall pass such warranty through to the winners. TravCon and all other vendors (if any) associated with the prizes are in no way affiliated with this promotion or with the Sponsor. Neither the use of these services as prizes nor the use of their names, logos, trademarks, or other intellectual property in connection with this Sweepstakes are intended to create a sense of endorsement or sponsorship by, or other association with TravCon, any other vendor associated with the prizes, or any of their respective products or services. In the event the prize is not available, the Sponsor, in its sole discretion, may substitute a prize of equal or greater value. Taxes on the prize are the sole responsibility of the winner.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT.

Prize Notification: Prizes will only be awarded if the winner fully complies with these Official Rules. The winner will be notified by email, phone, or regular mail based upon the winner’s contact information that is available to the Sponsor at the time of the drawing. The winner will have fourteen (14) calendar days to claim the prize after notification. The prize will be delivered between two (2) and six (6) weeks after the prize is claimed by the winner. If the Sponsor is not able to contact the

prize winner for any reason, the prize will be forfeited and awarded to an alternate winner chosen by the same method outlined above. The winner is solely responsible for applicable taxes. By accepting a prize, the winner consents to the use of his or her name and likeness for publicity purposes without further compensation or consideration, unless otherwise prohibited by law. For the name of the winner, which will become available on or about August 9th, 2024, send a self-addressed stamped envelope by August 15th, 2024 to: Barton Associates, 300 Jubilee Drive, Peabody, 01960 MA, Attn: Michelle Lowry, Marketing.

These Official Rules will be available on the Sponsor's website during the Sweepstakes Period.

General Conditions: Acceptance of a prize constitutes the winner's permission for the Promotion Entities to use the winner's name, photograph, likeness, voice, biographical information, statements, and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants (and any minor entrant's parent or legal guardian) agree that Sponsor, Facebook, and Instagram: (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses, or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants' acceptance, receipt, possession, and/or use or misuse of any prize; and (B) have not made any warranty, representation, or guarantee, express or implied, in fact or in law, with respect to any prize, including, without limitation, such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's, or any other person's, computer system which is occasioned by accessing the applicable websites or applications or otherwise participating in the Sweepstakes, or for any computer system, phone line, hardware, software, or program malfunctions, or other errors, failures, delayed computer transmissions, or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; or for lost, interrupted, inaccessible, or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone, or cable transmissions; or for any technical malfunctions, failures, difficulties, or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information.

Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes or the applicable websites or applications, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten, or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated, or other automated multiple entries will be accepted. If a dispute as to the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that

fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein.

In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes, or if continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. These Official Rules are governed by and shall be interpreted exclusively in accordance with Massachusetts law.

By participating in this Sweepstakes, each entrant agrees that: (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) the entrant may have against the Promotion Entities arising out of, relating to, or connected in any way with the Sweepstakes, the awarding or redemption of any prize, and/or the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) the arbitration shall be held in Boston, Massachusetts; (4) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable participant may have entered into in connection with the Sweepstakes; (5) the arbitrator shall apply Massachusetts law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (6) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only the entrant's and/or the applicable Promotion Entities' individual claims;

the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) the arbitrator shall not have the power to award punitive damages against the entrant or any Promotion Entity; (8) in the event that the administrative fees and deposits that must be paid to initiate arbitration against any Promotion Entity exceed \$125.00 USD, and the entrant is unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on the entrant's behalf, subject to ultimate allocation by the arbitrator. In addition, if entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of entrant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive, and with the exception of subpart (6) above, if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal, or conflicting provision were not contained herein. If, however, subpart (6) is found to be invalid, unenforceable, or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com.

Data Collection & Use: Information and data collected from Entrants, including but not limited to, responses, may be used by Barton Healthcare Staffing and its affiliates for any and all commercial, business, or other purposes, including without limitation future marketing campaigns, solicitations, and other communications. Information is being collected by Sponsor, and not by Facebook or Instagram.