

NextGen Healthcare

NextGen® UGM Engagement Game

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN
PURCHASE OF A PRODUCT OR SERVICE OFFERED BY
NEXTGEN HEALTHCARE, INC. AND ITS SUBSIDIARIES AND AFFILIATES
WILL NOT INCREASE YOUR CHANCES OF WINNING

I. ELIGIBILITY:

NextGen Healthcare's NextGen UGM Engagement Game (the "Contest" or "Promotion") is open to legal residents of the District of Columbia and each of the 50 United States who are 18 years of age or older at time of entry.

The foregoing notwithstanding, employees, officers and directors (including, without limitation, their children, parents, siblings, spouses, significant others and/or other individuals living in the same household) of NextGen Healthcare, Inc. (the "Sponsor"), its subsidiaries and affiliate and any other business entity or person associated with the advertising, development or the administration of this Promotion, as well as their respective parents, subsidiaries, divisions and/or affiliates, are not eligible to participate.

THIS CONTEST IS VOID OUTSIDE OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA. THE CONTEST IS ALSO VOID WHERE OTHERWISE PROHIBITED BY LAW.

II. TO ENTER:

Enter to win the Contest by virtually attending NextGen UGM 21 and participating in the Engagement Game located in the Attendee Hub between 11 AM ET November 8, 2021 and 4 PM ET November 10, 2021. Each game shall state the number of points it is worth and the Attendee Hub shall automatically track your points. You will automatically be entered into the Contest and be eligible to win a prize when you complete your first game in the Attendee Hub.

NextGen Healthcare, Inc. reserves the right, in its sole discretion, to disqualify any entry that violates these rules.

All games must be completed between 11 AM ET on November 8, 2021 and 4 PM ET on November 10, 2021 (the "Contest Period"). All games completed after 4 PM ET on November 10, 2021 will not be eligible for the Contest and will not be considered.

NO PURCHASE IS NECESSARY TO ENTER OR WIN.

III. PRIZE SELECTION:

A. Prize

No later than November 15, 2021, NextGen Healthcare, Inc. will tally all points and the top four (4) scoring eligible entrants will then be entered into a random draw for the four (4) prizes.

B. Notification

The winners of the prizes will be notified by email no later than November 19, 2021. If the winner does not respond within thirty (30) days of receiving the notification email,

or otherwise declines the prize, Sponsor may, in its sole discretion, award the prize to the next highest scoring eligible entrant outside of those who have already won. ALL DETERMINATIONS MADE BY SPONSOR ARE FINAL, BINDING AND NON-APPEALABLE IN ALL RESPECTS.

IV. THE PRIZES:

The prizes: One (1) winner will win a Soundbar valued at approximately \$1,300.00, one (1) winner will win a Big Green Egg® grill valued at approximately \$1,168.00, one (1) winner will win a flat screen tv valued at approximately \$1,000.00, and one (1) winner will win an iPad Pro® 11inch with Wi-Fi valued at approximately \$799.

V. VALUE OF PRIZES/ODDS OF WINNING:

Four (4) prizes will be awarded each with a value of between \$799 and \$1,300.00. The prizes may not be redeemed for cash, and are non-returnable and non-transferable. If for any reason an initial winner cannot use or declines a prize, he or she must notify NextGen Healthcare, Inc. in a writing postmarked no later than thirty (30) days after notice was sent that the prize had been awarded.

If a winner does not respond within thirty (30) days, or otherwise declines a prize, NextGen Healthcare, Inc. may, in its sole discretion, award the prize to the next highest scoring eligible entrant outside of those who have already won.

Odds of winning a prize will depend on the number of promotion entries.

VI. PRIVACY:

In connection with your entry in this Contest, you may be asked to submit certain personal information. Participation in this Contest constitutes consent for Sponsor to transfer such personal information as necessary for the administration of the Contest and for such other purposes to which Contest entrants may consent as outlined in these Official Rules. Personal information will not be shared with any non-affiliated third parties other than those providing services in connection with this Contest. Subject to the terms of these Official Rules applicable to prize winners, all information submitted to the Sponsor as part of this Contest will be treated in accordance with the Sponsor's privacy policy.

VII. GENERAL TERMS:

Taxes: Each prize winner shall bear sole responsibility for any and all local, state and/or federal taxes on prizes and any expenses not specified herein relating to winner's acceptance and use of the prize. [Prize winner will be required to supply a complete and valid IRS Form W-9.](#)

Conditions of Participation: By participating in this Promotion, each entrant agrees:

1. That these rules and all related decisions of NextGen Healthcare, Inc. and its employees, officers, directors and agents shall be final in all respects relating to this Promotion.
2. To release, discharge, and hold harmless NextGen Healthcare, Inc., its subsidiaries and affiliates, as well as each of their respective directors, officers, shareholders, agents, and employees (collectively, "Releasees") from any and all injuries, liability, losses, and damages of any kind resulting from their participating in the Contest or their acceptance, use, or misuse of any prize, or while preparing for, participating in, and/or traveling to and from any prize-related activity including, without limitation, illness, personal injury, death and property damage.

- a. The Releasees have not made any warranty, representation or guarantee, expressed, or implied, in fact or in law, with respect to the prize and specifically disclaim all such warranties, including, without limitation, any warranty of merchantability or fitness for a particular purpose. The prize will be awarded “AS IS” and WITHOUT WARRANTY OF ANY KIND either expressed or implied. The prize may not be sold, traded or commissioned, and is not exchangeable, transferable (except as set forth herein), or redeemable for cash. There are no substitutions unless specified by the Sponsor. The Sponsor reserves the right at its sole discretion to substitute any prize component with another prize of equal or greater value.
3. Releasees are not responsible for and shall not be liable for: (a) any human, typographical, printing or other error relating to or in connection with the Promotion, including, without limitation, errors which may occur in the administration of the Promotion, processing of entries, the announcement of the prizes or in any Promotion-related materials; (b) late, lost, misdirected, incomplete, illegible, mutilated, stolen, delayed, or untimely entries; (c) any condition caused by events that may cause the Contest to be disrupted or corrupted; (d) any defect in, failure or malfunction of any telephone line, computer line, network, scanner, other computer equipment or software or any combination thereof; (e) any corrupted, delayed, garbled, lost or otherwise incomplete data transmissions of any kind; or (f) any injury or damage to a Participant’s computer relating to or resulting from entering the Contest online.

UNDER NO CIRCUMSTANCES WILL ANY RELEASEE BE LIABLE FOR PUNITIVE, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, GENERAL OR ANY OTHER DAMAGES.

4. That NextGen Healthcare, Inc. reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Contest if fraud, technical failures or any other factor beyond its reasonable control impairs the integrity, administration, security, proper play and/or feasibility of the Contest (or portion thereof) as determined by NextGen Healthcare, Inc. in its sole discretion. In the event that NextGen Healthcare, Inc. terminates the Contest for any reason, any remaining prizes will be awarded to winners randomly selected from the entries received prior to the termination.
5. That any dispute concerning this Contest shall be brought individually, without resort to class action, in a federal or state court located in Fulton County, Georgia, and that any damages awarded by such court shall be limited to actual “out-of-pocket” expenses (excluding attorneys’ fees) arising from participation in this Contest and shall not include consequential, incidental, indirect and/or punitive damages;
6. In the event of a dispute regarding who submitted an entry, online entries will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry. “Authorized account holder” is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. A selected participant may be required to provide proof that he/she is the authorized account holder of the email address associated with the selected entry.

VIII. APPLICABLE LAWS AND JURISDICTION:

The Contest is subject to all applicable local, state and federal laws. The foregoing notwithstanding, Fulton County, Georgia law shall govern any dispute concerning the construction, validity, interpretation and enforceability of this Official Rules and any conflict between Georgia law and the law in any other jurisdiction shall be resolved in favor of Georgia law.

IX. MISCELLANEOUS:

Sponsor makes no representations or warranties regarding the appearance, safety or performance of the prizes.

For a copy of these Official Rules, or to receive the name of each prize winner, mail a self-addressed, stamped envelope to NextGen Healthcare, Inc.

Attention: NextGen UGM Engagment Game, 18111 Von Karman Ave., Suite 700, Irvine, CA 92612

X. ADMINISTRATOR AND SPONSOR:

This promotion is being administered and sponsored by NextGen Healthcare, Inc., 3525 Piedmont Rd., NE, Building 6, Suite 700, Atlanta, GA 30305