

Appointment Setter Mailer - NextGen Custom Nikes Promotion

OFFICIAL RULES
NO PURCHASE NECESSARY TO QUALIFY
PURCHASE OF A PRODUCT OR SERVICE OFFERED BY
NEXTGEN HEALTHCARE, INC. AND ITS SUBSIDIARIES AND AFFILIATES
WILL NOT INCREASE YOUR CHANCES OF QUALIFYING

I. ELIGIBILITY:

Appointment Setter Mailer -NextGen Custom Nikes Promotion (the "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 PROMOTION IS VOID OUTSIDE OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA. THE PROMOTION IS ALSO VOID WHERE OTHERWISE PROHIBITED BY LAW.

II. TO QUALIFY:

Qualify for the promotional item by 1) being a direct addressee of the Appointment Setter Mailer - NextGen Custom Nikes from Sponsor ("Mailer"), 2) following the directions provided as part of your Mailer, 3) completing the form at the listed website, and 4) scheduling and attending an approximately 60 minute exploratory call with Sponsor ("Eligible Recipients"). You will automatically be entered into the Promotion and qualify for the promotional item when you complete the exploratory call with Sponsor.

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

All exploratory calls must take place no later than December 31, 2021 at 5:30 PM ET.

NO PURCHASE IS NECESSARY TO QUALIFY.

III. THE PROMOTIONAL ITEM:

The promotional item: All Eligible Recipients who schedule and attend an approximately 60 minute exploratory call will receive one (1) custom pair of Nikes.

IV. VALUE OF PROMOTION ITEM/ODDS OF WINNING:

All Eligible Recipients will be awarded one (1) custom pair of Nikes valued at \$120.00. The promotional item may not be redeemed for cash, and is non-returnable and non-transferable. If for any reason an Eligible Recipients cannot use or decline the promotional item, 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.

V. PRIVACY:

In connection with your entry in this Promotion, you may be asked to submit certain personal information. Participation in this Promotion constitutes consent for Sponsor to transfer such personal information as necessary for the administration of the Promotion and for such other purposes to which Promotion 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 Promotion. Subject to the terms of these Official Rules applicable to Eligible Recipients, all information submitted to the Sponsor as part of this Promotion will be treated in accordance with the Sponsor's privacy policy.

VI. 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 if applicable.](#)

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 Promotion or their acceptance, use, or misuse of any promotional item, or while preparing for, participating in, and/or traveling to and from any promotional item -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 promotional item and specifically disclaim all such warranties, including, without limitation, any warranty of merchantability or fitness for a particular purpose. The promotional item will be awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND either expressed or implied. The promotional item 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 promotional item component with another promotional item 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 responses to Mailer, the announcement of the promotional item or in any Promotion-related materials; (b) late, lost, misdirected, incomplete, illegible, mutilated, stolen, delayed, or untimely Mailer; (c) any condition caused by events that may cause the Promotion 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 Promotion 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 Promotion if fraud, technical failures or any other factor beyond its reasonable control impairs the integrity, administration, security, proper play and/or feasibility of the Promotion (or portion thereof) as determined by NextGen Healthcare, Inc. in its sole discretion. In the event that NextGen Healthcare, Inc. terminates the Promotion 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 Promotion 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 Promotion and shall not include consequential, incidental, indirect and/or punitive damages;
6. In the event of a dispute regarding who submitted a response to a Mailer, online entries will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of response. "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 response to a Mailer.

VII. APPLICABLE LAWS AND JURISDICTION:

The Promotion is subject to all applicable local, state and federal laws. The foregoing notwithstanding, 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.

VIII. MISCELLANEOUS:

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

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: Appointment Setter Mailer -NextGen Custom Nikes Promotion, 18111 Von Karman Ave., Suite 800, Irvine, CA 92612

IX. 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