# **NextGen Enterprise**

# Fun Friday Sweepstakes

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 Enterprise Fun Friday Sweekstakes (the "Sweepstakes" 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 SWEEPSTAKES IS VOID OUTSIDE OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA. THE SWEEPSTAKES IS ALSO VOID WHERE OTHERWISE PROHIBITED BY LAW.

## II. TO ENTER:

Enter to win the Sweepstakes by joining The Breakroom chatter group via Sponsors Success Community and participating in the Fun Friday giveaway the first Friday of each month. You will automatically be entered into the Sweepstake and be eligible to win the prize when you follow the instrucitons provided via The Breakroom chatter group.

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

All entries must be submitted no later than 11:59 p.m. PT seven (7) days after the Sweepstakes is launched ("Deadline"). All entries received after 11:59 p.m. PT on the Deadline will not be eligible for the Sweepstakes and will not be considered.

NO PURCHASE IS NECESSARY TO ENTER OR WIN.

## III. PRIZE SELECTION:

## A. Prize

No later than seven (7) days after the Deadline, NextGen Healthcare, Inc. will randomly draw one (1) winner from all eligible entries submitted. The winner will be awarded a \$50 Amazon® gift card.

#### B. Notification

The winners of the prizes will be notified by email the same day as the random drawing. 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 an alternate winner whose entry will be selected at random. ALL DETERMINATIONS MADE BY SPONSOR ARE FINAL, BINDING AND NON-APPEALABLE IN ALL RESPECTS.

#### IV. THE PRIZE:

The prize: One (1) eligible entries will be awarded a \$50 Amazon® gift card.

## V. VALUE OF PRIZES/ODDS OF WINNING:

One (1) prize will be awarded with a value of \$50.00. The prize 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 an alternate winner.

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

## VI. PRIVACY:

In connection with your entry in this Sweepstake, you may be asked to submit certain personal information. Participation in this Sweepstake constitutes consent for Sponsor to transfer such personal information as necessary for the administration of the Sweepstake and for such other purposes to which Sweepstake 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 Sweepstake. Subject to the terms of these Official Rules applicable to prize winners, all information submitted to the Sponsor as part of this Sweepstake 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 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 Sweepstake 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 is 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 Sweepstake 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 Sweepstake 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 Sweepstake if fraud, technical failures or any other factor beyond its reasonable control impairs the integrity, administration, security, proper play and/or feasibility of the Sweepstake (or portion thereof) as determined by NextGen Healthcare, Inc. in its sole discretion. In the event that NextGen Healthcare, Inc. terminates the Sweepstake 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 Sweepstake 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 Sweepstake 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 Sweepstake is subject to all applicable local, state and federal laws. The foregoing notwithstanding, Deleware 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 Enterprise Fun Friday Sweepstakes, 18111 Von Karman Ave., Suite 600, Irvine, CA 92612

## X. ADMINISTRATOR AND SPONSOR:

This Promotion is being administered and sponsored by NextGen Healthcare, Inc., , 18111 Von Karman Ave., Suite 600, Irvine, CA 92612