

# NextGen Healthcare's Excellence In Healthcare Awards 2023

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 Excellence in Healthcare Awards 2023 (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 being (i) a current client of Sponsor, (ii) on a production environment of NextGen Enterprise ("Software") no later than July 3, 2022, and (iii) by submitting application(s) created by you or your company vis the [submission form](#) in one of more of the four (4) categories: Integration, Financial Ops, Community Outreach, Clinical Care, and Innovation ("Entrant"). All content submitted must be in English and created and owned by Entrant's company. No copyrighted or third-party materials may be submitted. Entrant must have authority to submit the entry on behalf of their company. Entrant will automatically be entered into the Contest and their company will be eligible to win the prize when the presentation is submitted.

Entrants understand that Sponser and third parties may (i) use the ideas presented for any purpose and in any way, without any compensation to Entrant, (ii) there is no obligation on Sponsor or any third party to keep any submission and/or its contents therein confidential, and (iii) Entrant will not assert, either directly or indirectly, against Sponsor or any third party any intellectual property infringement claim based upon any templates provided hereunder, or any related feedback thereon.

All entries must be submitted between 8:00 AM EST and June 12, 2023 11:59 PM EST on September 29, 2023. All entries received after 11:59 PM EST on September 29, 2023 will not be eligible for the Contest and will not be considered. One entry per category, per client. Additional entries will be disqualified.

All finalists will be contacted via email no later than October 20, 2023.

In order to win, all finalists in the Innovation category must attend NextGen UGM 2023 and present their submission live during a NextGen UGM 2023 session during which live voting shall take place.

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

NO PURCHASE IS NECESSARY TO ENTER OR WIN.

**III. PRIZE SELECTION:**

**A. Prize**

Up to three (3) finalists in each category will be selected and will each receive one (1) registration pass to NextGen UGM 2023 valued at approximately \$1,399.00 via email no later than October 23, 2023. On November 30, 2023, Sponsor will announce the winners at NextGen UGM. One company, in each category, will be awarded two (2) registration passes no later than July 15, 2024 and VIP treatment at NextGen UGM 2024 valued at approximately \$3,000.00 and lunch valued at approximately \$650.00 provided by Sponsor for a team of ten (10) in your city to be scheduled no later than March 31, 2024. The winners must be current clients of Sponsor during NextGen UGM 2024 in order to utilize the NextGen UGM 2024 registration passes and VIP treatment. The winners shall be recognized at the NextGen UGM 2023 Awards Ceremony, receive an excellence in Healthcare Award trophy and be the subject of a press release and social campaign highlighting their innovation and healthcare leadership.

**B. Notification**

The winner of the prizes will be announced during NextGen UGM 2023 General Session on November 30, 2023. Winners need not be present to win. If the winner does not accept the prizes within thirty (30) days of the announcement, Sponsor may, in its sole discretion, award the prize to the 2<sup>nd</sup> place winner via the judges initial votes . ALL DETERMINATIONS MADE BY SPONSOR ARE FINAL, BINDING AND NON-APPEALABLE IN ALL RESPECTS.

**IV. THE PRIZE:**

The prize: Up to three (3) Finalists in each category will be awarded a registration pass to NextGen UGM 2023 valued at approximately \$1,399.00. One (1) winner in each category will be awarded two (2) registration passes and VIP treatment NextGen UGM 2024 valued at approximately \$3,000.00 and lunch for up to ten (10) coworkers valued at approximately \$650.00.

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

The prizes are valued at approximately \$1,399.00, \$3,000.00 and \$650.00 each. 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 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 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 may 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, Delaware 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 Delaware 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, email [ugm@nextgen.com](mailto:ugm@nextgen.com).

**X. ADMINISTRATOR AND SPONSOR:**

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