

# **NextGen Office Voice of the Client (VOC) Survey Raffle**

## **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 Office Voice of the Client (VOC) Survey Raffle (the "Promotion") is open to our NextGen® Office clients who receive an email to participate in the survey and are 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 ENTER:**

Participants will receive a survey via email. To register, participants must complete the survey using the link provided in the email. Only those who complete the survey through their email invitation will be considered registered.

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:**

No later than fifteen (15) days after the survey ends, NextGen Healthcare, Inc. will randomly draw three (3) winners from all eligible entrants to each win a One Hundred Dollar (\$100.00) Amazon® gift card.

### **IV. THE PROMOTION:**

Three (3) eligible entries will win a One Hundred Dollar (\$100.00) Amazon® gift card.

### **V. VALUE OF PROMOTIONS/ODDS OF WINNING:**

The promotion may not be redeemed for cash, and are non-returnable and non-transferable.

### **VI. 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 prize winners, all information submitted to the Sponsor

as part of this Promotion will be treated in accordance with the Sponsor's privacy policy located at <https://www.nextgen.com/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 Promotion 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 **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 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 **Promotion** (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 **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 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.
7. These terms are intended to comply with 42 U.S.C. Section 1320a-7b, (the “Anti-Kickback Statute”). No provision of these terms shall be constructed to induce or encourage the referral, recommendation of the purchase of healthcare services or items payable by any plan or program providing healthcare benefits, whether directly or indirectly, that is funded by a federal healthcare program. Further, there is no requirement under these terms that the entrant refer any other person or entity for the provision of healthcare services or items to Sponsor.

#### **VIII. APPLICABLE LAWS AND JURISDICTION:**

The **Promotion** 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 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 Office Voice of the Client, 1551 Emancipation Hwy., Ste 200; Unit 1256, Fredericksburg, VA 22401-4683

#### **X. ADMINISTRATOR AND SPONSOR:**

This Promotion is being administered and sponsored by NextGen Healthcare, Inc., 1551  
Emancipation Hwy., Ste 200; Unit 1256, Fredericksburg, VA 22401-4683