



NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

1. **Giveaway Period.** The HIMSS19 Conference Giveaway (the "Giveaway") begins at 10:00 a.m. (EST) on Tuesday, February 12, 2019 and ends at 3:30 p.m. (EST) on Thursday, February 14, 2019, unless earlier terminated in accordance with Section 4 (the "Entry Period").

2. **Eligibility.** The Giveaway is open to HIMSS19 Conference attendees who are legal residents of the 50 United States or the District of Columbia age 18 or older who enter the Giveaway in accordance with directions set forth in Section 3. Employees and the immediate family members of Kronos Incorporated (the "Sponsor"), and its parent company, divisions, subsidiaries, affiliates, advertising and related agencies and any other persons involved with this Giveaway, or any developer and/or manufacturer of: human resources, payroll, scheduling, and time and labor solutions are not eligible to enter or win. The Giveaway is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.

3. **How to Enter.** To enter the Giveaway, you must scan your badge and complete a short survey at Booth #1358 located at the HIMSS19 Conference (the "Booth"). One drawing will take place on Thursday, February 14, 2019 at 3:30 p.m. (EST). No purchase necessary. Limit: One entry per person regardless of entry method. All entries become the property of Sponsor and will not be returned or acknowledged. Amazon, Bose, Visa and Apple are not sponsors or affiliated with this giveaway.

4. **Odds of winning.** The odds of winning are dependent on the total number of eligible entries received during the Entry Period.

5. **Prizes.** Three (3) winners will be selected in accordance with Section 6 below. The selected entries (the "Winners") will receive a choice of three (3) prizes, based on the order in which the names are drawn: (1) A Bose Home Speaker (\$399 value) and a \$250 Amazon gift card; (2) an Apple Watch (a \$399 value) and a \$250 Amazon gift card; and (3) A Bose Quiet Comfort Noise-Cancelling Headphones (a \$299 value) and a \$300 Visa gift card. The Prizes are non-transferable, non-returnable and not redeemable for cash. No Prize substitutions are permitted, provided however, that the Sponsor reserves the right to substitute a different prize or portion thereof of equal or greater value, in Sponsor's sole discretion. The Winner is solely responsible for the

reporting and payment of all federal, state and local taxes incurred by acceptance and use of the Prize (or any portion thereof), as applicable. Winner acknowledges that the Sponsor and all other businesses associated with this Giveaway do not make, nor are in any manner are responsible for any warranty, representations, quality or conditions of any aspect of the Prize except that, if applicable, the prize is subject to its manufacturer's standard warranty.

6. Prize Redemption. Winners will be named on Thursday, February 14, 2019, at or shortly after 3:30 pm (EST). If the winner (i) cannot accept the prize for any reason, or (ii) is not in compliance with these Official Rules, then such winner will be disqualified. Each entrant has the responsibility to review and understand his/her employer's policies and all applicable laws regarding entrant's eligibility to participate in and/or accept any Prize. If an entrant is participating and is in violation of such laws or his/her employer's policies, the entrant may be disqualified and become ineligible to receive a Prize. Sponsor disclaims any and all liability or responsibility for disputes related to this subject matter.

7. Consent and Release. By entering the Giveaway, each entrant releases and discharges the Sponsor and any other party associated with the development or administration of the Giveaway, their parent, subsidiary, and affiliated entities and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, transferees and assigns (collectively, the "Sponsor Entities") from any and all liability whatsoever in connection with this Giveaway, including, without limitation, all legal claims, cost, injuries, losses or damages, demands or actions of any kind (including, without limitation, personal injuries, death, damage to, loss or destruction or property, rights of publicity or privacy, defamation, or portrayal in a false light, collectively "Claims"). Except where prohibited: (i) acceptance of a prize constitutes the consent of the Winner, without further compensation, to use the name and likeness of such winner for editorial, advertising and publicity purposes by the Sponsor and/or others authorized by the Sponsor; (ii) acceptance of the Prize constitutes a release by the Winner of the Sponsor Entities of any and all Claims in connection with the administration of the Giveaway and the receipt, acceptance, use, misuse or possession of the Prize; and (iii) a potential Winner may be required to sign an affidavit of eligibility and a liability/publicity release. Affidavits and releases must be returned within (10) days from the day that Sponsor first tries to notify the potential winner. If Winner is deemed to be a minor under the jurisdiction of his/her residence, the Prize will be awarded in the name of his/her parent or legal guardian, who must execute any necessary affidavit and release.

8. Disclaimers. Except where prohibited by law:

(i) Entries that are lost, late, illegible, misdirected, incorrect, garbled or incompletely received for any reason will not be eligible.

(ii) Sponsor, in its sole discretion, reserves the right to disqualify any person who tampers or attempts to tamper with the entry process or the operation of the Giveaway.

(iii) Sponsor reserves the right to cancel, terminate or modify the Giveaway, if Sponsor determines, in its reasonable direction, that it is not capable of completing the Giveaway as planned or in a reasonably substantially and similarly fair manner, including, without limitation, by reason of tampering, unauthorized intervention, force majeure or technical failures of any sort.

(iv) The Sponsor Entities are not responsible for any error in the administration or fulfillment of this Giveaway, including, without limitation, in connection with any mechanical, human, printing, distribution or production error, and may modify or cancel this Giveaway based upon any such error, at their sole discretion, without liability.

(v) THE SPONSOR ENTITIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR LAW, WITH REGARD TO THIS GIVEAWAY OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THE PRIZE OR ANY COMPONENT OF ANY PRIZE.

9. **CAUTION.** ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS GIVEAWAY MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIC LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, WHICH MAY INCLUDE CRIMINAL PROSECUTION.

10. **Applicable Laws and Jurisdiction:** This Giveaway is subject to all applicable federal, state and local laws and regulations. The laws of the Commonwealth of Massachusetts shall govern issues concerning the construction, validity, interpretation and enforceability of these Official Rules. All disputes arising out of or connected with this Giveaway will be resolved individually and without resort to class action, exclusively by a state or federal court located in the Commonwealth of Massachusetts, Suffolk County. Should there be a conflict between the laws of the Commonwealth of Massachusetts and any other laws, the conflict will be resolved in favor of the laws of the Commonwealth of Massachusetts. All judgments' or awards shall be limited to actual out-of-pocket

damages (excluding attorneys' fees) associated with participation in this Giveaway and shall not include any indirect, punitive, incidental and/or consequential damages.

11. **Winners' List.** For the name of the Winners, send a self-addressed stamped envelope within six (6) months of February 14, 2019, to: Winner's List Request, c/o Manager, Marketing Promotions, Kronos Incorporated, 900 Chelmsford Street, Lowell, MA, 01851.

12. **Sponsor.** The official sponsor of the Giveaway is Kronos Incorporated, 900 Chelmsford Street, Lowell, MA, 01851.