

## PDI IIPW Apparel Sweepstakes OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. PDI IIPW Apparel Sweepstakes ("Sweepstakes") begins at 8:00:00 AM Eastern Time ("ET") on October 16, 2023 and ends at 11:59:59 PM ET on October 20, 2023 ("Sweepstakes Period"). The computer clock of Administrator is the official time-keeping device in the Sweepstakes.

- 1. ELIGIBILITY: The Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia (the "Territory"), who are (i) at least eighteen (18) (except Alabama and Nebraska 19, and Mississippi 21) years of age at the time of Sweepstakes registration, and (ii) environmental services employees of a hospital in the Territory ("Associated Hospital"). Employees of Professional Disposables International, Inc. ("Sponsor"), Nice-Pak Products, Inc., Sani Professional, Tru-D SmartUVC, LLC, and their respective parent companies, affiliates, subsidiaries, advertising, and fulfillment and marketing agencies, (collectively, "Sweepstakes Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Sweepstakes. By participating, you agree to these official rules ("Official Rules") and to the decisions of the Sponsor, which are final and binding in all respects. Void in any state not listed above and where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.
- 2. HOW TO ENTER: Entrants may enter this Sweepstakes during the Sweepstakes Period via one of the below methods (entrant's choice) only. Responsibility for proper submission rests solely with entrant. Sponsor is not responsible for any lost, late, damaged, incomplete, misdirected or ineligible entries. Proof of sending will not be deemed to be proof of receipt by Sponsor:
  - **a. Online Form:** Complete the required fields of the online form at <a href="https://pdihc.com/iipw-2023/">https://pdihc.com/iipw-2023/</a> and click the "Submit" button at the bottom of the form. Providing information other than name, email address, and physical mailing address is optional and not a requirement to win, as entrants may use the alternate method of entry below.
  - **b. ALTERNATIVE METHOD OF ENTRY (AMOE):** Send an email with your name, email address, and physical mailing address within the Territory to <u>pdihccommunications@pdihc.com</u> with "PDI IIPW Apparel Sweepstakes" in the subject line. All e-mail entries must be received by October 20, 2023 at 11:59:59 PM ET.
- 3. PRIZES/PRIZE RESTRICTIONS: Five (5) winners will be selected by random drawing at a rate of one (1) winner per day beginning on October 16, 2023 and ending on October 20, 2023. There will be a total of five (5) grand prizes awarded, each grand prize consisting of an apparel gift basket (each with an approximate value of up to \$100) to be provided to each winner. Entrants are not required to be present to win. Odds of winning depend on the total number of valid and qualifying entries received. AN ENTRANT IS NOT AN OFFICIAL WINNER UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN ADVISED BY SPONSOR THAT VERIFICATION IS COMPLETED. One prize per winner only. Each winner must complete an Affidavit of Eligibility and Liability/Publicity Release before being awarded a grand prize.
- 4. GENERAL PRIZE RESTRICTIONS: Acceptance of prize constitutes permission to use winner's name, photograph and likeness for publicity purposes without further compensation in any and all media now known or hereinafter without territorial restriction (except where prohibited by law). By entering, you agree that Sweepstakes Parties and their respective subsidiaries, affiliates, directors, employees, agents, successors and/or assigns and their advertising and promotional agencies shall have no liability for, and to release and hold all such parties harmless from, any damage, loss or liability to person or property, due in whole or part, directly or indirectly, by reason of the acceptance, possession, use or misuse of prize or participation in this Sweepstakes. Any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration.



Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorney's fees. Sponsor reserves the right, in its sole discretion to terminate, modify, cancel or suspend this Sweepstakes and award the prize(s) from among all eligible entries received prior to action taken by Sponsor, should fraud, virus, bugs or other causes beyond the control of Sponsor corrupt the administration, security or proper play of the game. Sponsor is not responsible for computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions or network connections that are human or technical in nature. Sponsor reserves the right at its sole discretion, to disqualify any individual, and all of his/her entries, who tampers with the entry process. By entering, you agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules, and you consent to the jurisdiction and venue of the federal, state and local courts located in New York. For details regarding the use of personal information collected in connection with this Sweepstakes, please see Sponsor's Privacy Policy found at <a href="https://pdihc.com/privacy/">https://pdihc.com/privacy/</a>.

- 5. NOTIFICATION/PRIZE ACCEPTANCE: Sponsor will notify the potential winner(s) within five days after each respective random drawing is held. The potential winner(s) will be notified via the email provided in their submissions. The potential winner(s) must respond to Sponsor's email message within five business days of Sponsor's first notification attempt – failure to do so will result in forfeiture of the prize. If the potential Winner entered via the AMOE, such potential winner will be notified via the e-mail address contained in such entry, and such potential winner must respond via email to Sponsor within five business days of Sponsor's first notification attempt – failure to do so will result in the forfeiture of the prize. Upon verification by Sponsor of the potential winner's eligibility under these Official Rules, the potential winner(s) must accept the prize by returning to Sponsor a completed and personally signed Affidavit of Eligibility and Liability/Publicity Release, except where prohibited by law, and an IRS tax from W-0 within ten business days of Sponsor's first notification attempt – failure to do so will result in forfeiture of the prize. Sponsor shall have no liability for any notification that is not received by the potential winner(s) for any reason. If a potential winner does not respond to notification and accept the prize as required or if prize notification is returned as unclaimed or undeliverable, such potential winner will be disqualified and forfeit the prize. If a potential winner is found to be ineligible, has not complied with these Official Rules or declines the prize, such potential winner will be disqualified and forfeit the prize. If a potential winner is disqualified or forfeits the prize. Sponsor may, but shall not be required to, select an alternate potential winner from amongst all remaining eligible entries.
- **RELEASE OF LIABILITY:** Sponsor shall not be responsible or liable for entries that are entered by other than human means (such as by an automated computer program or any non-human mechanism, entity, or device), in excess of the stated limit, or for Entries that are late, forged, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, garbled, or otherwise not in compliance with these official rules, and all such Entries will be disqualified. By entering the Sweepstakes, you agree: (i) to be bound by these Official Rules and by all applicable laws and all decisions of the judges which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to the Official Rules: (iii) to waive all of his/her rights to bring any claim. action, or proceeding against any of the Sweepstakes Parties; and (iv) to release, indemnify, and hold harmless each of the Sweepstakes Parties and each of their respective officers, directors, employees, agents and representatives, from any liability (including, but not limited to, liability for any property loss, damage, personal injury, bodily injury, death, loss, expense, accident, delay, inconvenience or irregularity), costs and expenses (including without limitation, reasonable outside attorney's fees) that may arise in connection with: (a) your participation or inability to participate in the Sweepstakes, (b) typographical errors in the Official Rules or any Sweepstakes promotional materials, (c) acceptance or possession, defects in, use, misuse or inability to use an prize (or any component thereof), (d) any change by any company or any other person providing any of the components of a prize due to reasons beyond any of the Sweepstakes Parties' control or as otherwise permitted hereunder, (e) any interruptions in or postponement, cancellation, or modification of the Sweepstakes, (f) human error, (g) incorrect or inaccurate transcription, receipt or transmission of any part of an entry (including, without limitation, the entry information or any parts thereof), (h) any technical malfunctions or unavailability of the Sweepstakes site or any telephone network, computer online system, computer dating mechanism, computer



equipment, software, or internet service provider utilized by any of the Sweepstakes Parties or by you, (i) interruption or inability to access the Sweepstakes, any Sweepstakes-related web pages, or any online service via the internet due to hardware or software compatibility problems, (j) any damage to your (or any third person's) computer and/or its contents related to or resulting from any part of the Sweepstakes, (k) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (l) any wrongful, negligent, or unauthorized act or omissions on the part of any of the Sweepstakes Parties, or any of their agents or employees, or (m) any other cause, condition or event whatsoever beyond the control of any one or more of the Sweepstakes Parties. Each winner hereby acknowledges that the Sweepstakes Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize or component thereof, including any express or implied warranties provided by any of the prize suppliers associated with this Sweepstakes.

- 7. CHOICE OF LAW AND JURISDICTION: Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of yours or winners, Sponsor, and administrator in connection with this Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of New York. Any action seeking legal or equitable relief arising out of or relating to the Sweepstakes or these Official Rules shall be brought only in the courts of the State of New York. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.
- 8. DISQUALIFICATION/FORCE MAJEURE: Sponsor reserves the right to modify, extend or terminate this Sweepstakes if it determines, in its sole discretion, that this Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of this Sweepstakes as contemplated herein. If an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding the prize or continuing with this Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic or pandemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state or local government law, order, or regulation, public health crisis (e.g. Coronavirus COVID-19), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, extend or terminate this Sweepstakes. If this Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select the potential winner(s) in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.
- **9. TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner(s).
- **10. WINNER LIST:** For the name of the winner(s) send a #10 self-addressed stamped envelope for receipt by November 30, 2023 to:

PDI IIPW Apparel Sweepstakes Professional Disposables International, Inc. 400 Chestnut Ridge Road Woodcliff Lake, NJ 07677

SPONSOR: Professional Disposables International, Inc., 400 Chestnut Ridge Road, Woodcliff Lake, NJ 07677

**ADMINISTRATOR:** Professional Disposables International, Inc., 400 Chestnut Ridge Road, Woodcliff Lake, NJ 07677