

D. A. Surgical Product Giveaway

OFFICIAL RULES

1. NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

2. **Eligibility.** Subject to the additional restrictions below, the **D. A. Surgical Product Giveaway** (the "Sweepstakes") is open to legal residents of the United States who are 18 years or older at the time of entry. Employees of D. A. Surgical ("Sponsor") and each of its respective affiliated companies, subsidiaries, and advertising and promotional agencies, and the family members of, and any persons domiciled with, any such employees, are not eligible to enter or to win. The term "family members" includes spouses, parents, grandparents, siblings, children, grandchildren and in-laws, regardless of where they live.

3. **How To Enter.** The Sweepstakes will begin at 4:00 p.m. (E.T.) on Sunday, April 7, 2019 and end at 2:00 p.m. (E.T.) on Tuesday, April 9, 2019 (the "Sweepstakes Period"). Sponsor will be the official timekeeper for the Sweepstakes.

There are two ways to enter the Sweepstakes:

- (1) Enter in person by visiting the D. A. Surgical booth #2136 at AORN Expo 2019 in Nashville, completing an Official Entry Form, and depositing your entry form in the designated entry box.
- (2) Enter online at: www.da-surgical.com. Complete the required information and follow all posted instructions to enter the Sweepstakes.

Maximum one (1) entry per person and per email address during the Sweepstakes Period.

The use of multiple identities and/or accounts is prohibited, and any attempt to obtain more than the stated number of entries will void that participant's entries and may result in participant's disqualification. Incomplete, forged, altered, automated, mechanically-reproduced, lost, late, misdirected, garbled, or illegible entries will be disqualified. Sponsor will not be responsible for failure to receive entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender, Sponsor, or Sponsor's Sweepstakes application service provider. In the event of a dispute, all online entries will be deemed to have been submitted by the owner of the ISP account from which they were sent, provided that such person satisfies all other Sweepstakes eligibility requirements. For these purposes, an ISP account holder shall mean the natural person assigned to such ISP account by the Internet access provider, online service provider or other organization responsible for assigning ISP addresses for the domain associated with such ISP account.

All entries become property of Sponsor and none will be returned. Any questions regarding the number of entries submitted shall be determined by Sponsor in its sole discretion, and Sponsor reserves the right to disqualify any entries by persons who submit false or misleading entry information or who Sponsor determines to be tampering with or abusing any aspect of the Sweepstakes.

4. **Winner Selection and Odds.** At the conclusion of the Sweepstakes Period, Sponsor will select two (2) Grand Prize Winners in a random drawing from among all eligible entries received. Odds of winning depend on the number of eligible entries received.

5. **Prize Description.** Subject to verification of eligibility and compliance with these Official Rules, two (2) Grand Prize Winners will each receive his or her choice of one of the following:

- TrenGuard™ Trendelenburg Patient Restraint, consisting of TrenGuard™ Patient Support Frame plus case of 12 single-use procedure packs and optional staff in-service on Trendelenburg positioning safety. Prize valued at \$4,775.
- ArmGuard™ Patient Arm Protector, consisting of ArmGuard™ Rail-Mounted Sled Kit plus case of 12 single-use procedure packs and optional staff in-service on no-tuck arm protection for surgery. Prize valued at \$2,511.
- FaceGuard™ Patient Face Shield & Instrument Tray, dual-angle or flat tray. Prize valued at \$1,695.
- ShroudGuard™ OR Table Pedestal Protector. Prize valued at \$1,495.

6. **Winner Notification and Acceptance.** Potential winners will be notified by May 8, 2019 at the email address provided on the potential winner's entry form. In order to claim a prize, potential winner must respond to Sponsor's notification within seventy-two (72) hours of notice or attempted notice.

Potential winners may be required to complete an affidavit of eligibility, and a liability and publicity release (except where prohibited by law), which must be notarized and returned within five (5) business days of notification.

Sponsor's inability to reach a potential winner after a reasonable (as solely determined by Sponsor) effort has been made, the failure of a potential winner to timely respond to a prize notification, the return of any prize notification as undeliverable, and/or a potential winner's failure to comply with any term or condition of these Official Rules may, in Sponsor's sole discretion, result in the potential winner's disqualification and the selection of a substitute winner by a random drawing from among all remaining eligible entries received during the Sweepstakes Period.

A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL SPONSOR HAS COMPLETED ITS VERIFICATION OF PARTICIPANT'S ELIGIBILITY.

A winner may waive the right to receive a prize. Prizes cannot be redeemed for cash. Prizes and individual components of prize packages are subject to availability. Sponsor reserves the right to substitute prizes or components of prize packages with a prize or component of equal or greater value. Winner may be required to complete an IRS W-9 form in order to claim a prize. Winners are solely responsible for all federal, state and local taxes on prize value and, as applicable, will be issued an IRS Form 1099 based on the prize value determined by Sponsor. Prizes not won and claimed by eligible winners in accordance with these Official Rules will not be awarded and will remain the property of Sponsor.

7. **Publicity**. Except where prohibited, acceptance of any prize constitutes the winner's irrevocable consent to the publication or other use by Sponsor and its licensees of his or her name, biographical information and likeness in any media, including the Internet, for any commercial, publicity or promotional purpose, without limitation, review or approval, or additional compensation.

8. **Participation**. By participating, participants agree to be bound by these Official Rules and the decisions of Sponsor and any Sweepstakes judges or administrators selected by Sponsor, which are final and binding in all respects. Sponsor reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Sweepstakes as solely determined by Sponsor. In the event the Sweepstakes is compromised by a virus, non-authorized human intervention, tampering or other causes beyond the reasonable control of Sponsor which corrupt or impair the administration, security, fairness or proper operation of the Sweepstakes, Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Sweepstakes. Should the Sweepstakes be terminated prior to the stated expiration date, Sponsor reserves the right to award prizes based on the entries received before the termination date. Proof of sending or submission of an entry will not be deemed proof of receipt by Sponsor.

9. **Release**. BY PARTICIPATING IN THE SWEEPSTAKES, EACH PARTICIPANT AGREES TO FULLY RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS SPONSOR, D. A. SURGICAL, AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND PRIZE SUPPLIERS AND EACH SUCH COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY CLAIMS, COSTS, LIABILITIES, LOSSES, INJURIES, AND DAMAGES ARISING OUT OF THE SWEEPSTAKES, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, LOSS OF ENJOYMENT, OR ANY OTHER HARM WHATSOEVER ARISING OUT OF: (1) PARTICIPATION IN THE SWEEPSTAKES; (2) THE QUALITY, RECEIPT, POSSESSION, USE, OR MISUSE OF ANY PRIZE; OR (3) ANY TRAVEL OR ACTIVITY THAT IS RELATED TO THE SWEEPSTAKES OR ANY PRIZE.

10. **Limitations of Liability**. By participating in the Sweepstakes, participants acknowledge and agree that everything regarding this Sweepstakes, including the website and the prize(s), are provided "as is" and that Sponsor makes no representations or warranties of any kind, express or implied, about the prize(s) and Sponsor hereby disclaims all such warranties, including, but

not limited to, any implied warranties of merchantability or fitness for a particular purpose. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF THE RELEASED PARTIES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.)

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants, printing or production errors, or by any of the equipment or programming associated with or employed in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes, the processing of entries, or the notification of any winner; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from a participant's participation in the Sweepstakes or receipt or use or misuse of any prize.

Only the number of prizes stated in these Official Rules is available to be won in the Sweepstakes. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award the prizes by a random drawing among all legitimate eligible prize claims.

11. **Construction.** The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

12. **Sponsor. D. A. Surgical Product Giveaway** is sponsored by D. A. Surgical, whose principal place of business is 12373 Kinsman Road, Building C Suites 1-9, Newbury, Ohio 44065. The decisions of Sponsor regarding the selection of winners and all other aspects of the Sweepstakes shall be final and binding in all respects. Sponsor will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials or announcements relating to the Sweepstakes. For a list of winners (available after May 15, 2019) or a copy of these Official Rules, visit www.da-surgical.com or send a self-addressed, stamped envelope to "Winners List/Official Rules" (as applicable), D. A. Surgical Product Giveaway, 12373 Kinsman Road, Building C Suites 1-9, Newbury, Ohio 44065. If you have any questions regarding this Sweepstakes, please email info@da-surgical.com.