

2023 AASM #SleepForSuccess Social Media Sweepstakes Official Rules

Terms & Conditions

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE ENTRANTS' CHANCES OF WINNING.

Sponsor. The Sweepstakes is sponsored by the American Academy of Sleep Medicine ("AASM"), 2510 North Frontage Road, Darien, IL 60561 ("Sponsor").

Eligibility. No purchase necessary to enter or claim prize. The 2023 AASM #SleepForSuccess Social Media Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least thirteen (13) years old at the time of entry who have a mobile device as of the start of the Contest. Minors must have permission from their parent/legal guardian to participate. Employees of the AASM, ("Sponsor"), L.C. Williams & Associates ("LCWA"), and other companies associated with the Sweepstakes, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee, are not eligible to enter. The Sweepstakes is subject to all federal, state and local laws. Void where prohibited or restricted by law or regulations.

Agreement to Official Rules. Participation in this Sweepstakes constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to this Sweepstakes. Winning the prize is contingent upon fulfilling all requirements set forth herein. We will not collect any data about entrants for future use.

Entry Period. The Sweepstakes begins at 7:00 a.m. Eastern Time ("ET") on September 11, 2023, and ends at 11:59 p.m. Eastern Time on September 15, 2023 (the "Sweepstakes Period").

How to Enter.

How to Participate: You must have an Instagram and/or TikTok account. There is no cost to create an Instagram and/or TikTok account, but it is subject to Instagram and/or TikTok's Terms of Service. Posting on Instagram and/or TikTok requires a mobile device; therefore, message and data rates may apply.

How to Complete Entry: During the Contest Period, (a) comment on an Instagram or TikTok post shared by the AASM during the Contest Period for one (1) entry, (b) repost an Instagram or TikTok post shared by the AASM during the Contest Period, tagging AASM on Instagram (@aasmorg) or TikTok (@aasm_sleeped) and using the hashtag "#SleepForSuccess" for two (2) entries and (c) create an Instagram Story or TikTok video highlighting the importance of healthy sleep during the Contest Period, tagging AASM on Instagram (@aasmorg) or TikTok (@aasm_sleeped) and using the hashtag "#SleepForSuccess" for three (3) entries. Participants can enter as many times as they want.

By posting your Contest Entry, you agree that it conforms to the above requirements as well as the permissions and content restrictions stated below and that Sponsor, in its sole discretion, may disqualify the Contest Entry if it believes that it fails to conform.

Permissions: Entrant must have permission from any recognizable individuals who appear in the Contest Entry to use their names and/or likenesses and to grant the rights set forth herein. Minors other than the entrant should not be included in your Contest Entry unless entrant is their

parent or legal guardian. If requested, entrant must be able to provide such permissions or proof in a form acceptable to Sponsor.

Content Restrictions:

- The Contest Entry must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Contest Entry must not contain any music other than the required music clip provided by Sponsor;
- The Contest Entry must not contain brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use in his/her Contest Entry in this Contest;
- The Contest Entry must not disparage Sponsor or any other person or party;
- The Contest Entry must not contain material that includes alcohol, tobacco, or any illegal substances, is inappropriate, offensive, indecent, obscene, criminal, defamatory, slanderous or libelous;
- The Contest Entry must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and
- The Contest Entry must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Contest Entry is created.

In the event of a dispute regarding any Contest Entry, the authorized account holder of the email address used to register will be deemed to be the entrant and must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address used to create the Instagram and/or TikTok Account. Each entrant may be required to show proof of being an authorized account holder.

Sponsor's Use of Contest Entries: Uploading a Contest Entry constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Contest Entries in whole or in part, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Contest Entry.

Winners. A total of five (5) Winners will be randomly selected from all cumulative entries received as of the time of the respective drawing. Odds of winning depend on the number of entries received. The drawing will occur before 10:00 a.m. Eastern Time on Friday, September 22, 2023. Winners may only win one (1) prize during the Sweepstakes Period and are not eligible for additional prizes. Winners will be notified by the AASM through Instagram or TikTok direct message and will be publicly announced on the AASM Instagram, TikTok and other social media pages once all winners have claimed their prizes.

Winner Requirements. Winners will be notified by AASM through Instagram or TikTok and will be asked to provide his/her name, date of birth and email address (when a potential winner is a minor, he/she will be required to provide their name, parent's name and parent's email) to Administrator within three (3) days of the date and time notification is sent. Upon receipt of this information, potential winner (parent/legal guardian if a minor in his/her state of residence) will

be required to sign and return a Liability Waiver, which must be received by Administrator within three (3) days of the date a notice or attempted notice is sent, in order to claim the Prize. If a potential winner cannot be contacted, fails to execute and return the Declaration within the required time period, does not comply with these Official Rules, or if Prize is returned as undeliverable, potential winner forfeits the prize.

Prizes. Five (5) total Prizes will be awarded for the 2023 #SleepForSuccess Social Media Sweepstakes. The Prizes include one (1) \$20 Panera Gift Card, one (1) \$150-200 Fit Bit, one (1) \$50 Barnes and Noble Gift Card, one (1) \$50 Target Gift Card and one (1) pair of \$170 Apple Headphones.

General Rules. Winners are responsible for paying any applicable federal, state and local taxes and any and all other costs and expenses not listed above. A Prize may not be transferred and must be accepted as awarded. Winners may not request cash or a substitute prize; however, Sponsor reserves the right to substitute a Prize with another prize of equal or greater value if the Prize is not available for any reason, as determined by Sponsor in its sole discretion. Potential Prize recipients will receive a direct message from Sponsor via the Instagram or TikTok platform requesting their name, date of birth and email address (when a potential winner is a minor, he/she will be required to provide their name, parent's name and parent's email) and must respond within three (3) business days of notification to claim their Prize. Winners may be required to execute and return an affidavit of eligibility, a liability release, necessary tax forms and, where lawful, a publicity release within three (3) days of date of issuance. If (i) such documents are not returned within the specified time period, (ii) the Prize notification is returned as undeliverable, or (iii) Sponsor is unable to contact a potential Prize recipient or a potential Prize recipient is not in compliance with these Official Rules, then the Prize will be forfeited. No alternate Winners will be selected. Prizes will be issued online via giftcards.com within 6 to 12 weeks of Sponsor's receipt and verification of the Winner's email address.

Sponsor's Rights. This Sweepstakes may be withdrawn without prior notice. Released Parties (as defined below) are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, incorrect, changed or non-functioning Instagram or TikTok accounts; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, printer errors, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer errors of any kind whether human, mechanical, electronic, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in connection with the administration of the Sweepstakes, the processing of entry requests, comments, or in any Sweepstakes-related materials. Released Parties are not responsible for injury or damage to participants' or to any other person's computer or printer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Sweepstakes, as solely determined by Sponsor, will be disqualified. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY/ALL REMEDIES AVAILABLE (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by bugs, virus, worms, non-authorized human intervention or other causes, which, in the sole opinion of Sponsor, corrupt or impair the administration, security, fairness or submission of information, Sponsor reserves the right at its sole discretion to terminate the Sweepstakes and, if terminated, at its discretion, select the potential Winner from all eligible, non-suspect entries/comments received prior to action taken. By participating, entrant agrees (i) to be bound by these Official Rules and the decisions of Sponsor which are final and binding, and (ii) to release and hold harmless Sponsor, LCWA, their respective subsidiaries, affiliates, retailers, and advertising and Sweepstakes

agencies, and all of their respective officers, directors, employees and agents against any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from participation in this Sweepstakes or acceptance and use of the Prize. This Sweepstakes is subject to all applicable federal, state and local laws. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram or TikTok. Entrant understands that they are providing their information to Sponsor and not to Instagram or TikTok.

Privacy and Publicity. Any information entrant submits as part of the Sweepstakes will be used for purposes of this Sweepstakes and treated in accordance with Sponsor's [Privacy Policy](#). Except where prohibited, participation in the Sweepstakes constitutes the entrant's consent to Sponsor's use of his/her name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration.

Disputes. Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Illinois. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of Illinois, without giving effect to any choice of law or conflict of law rules (whether of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Illinois.

Results. Winners will be notified via direct message on Instagram or TikTok. For names of Winners, please send a self-addressed stamped envelope clearly labeled 2023 #SleepForSuccess Social Media Sweepstakes Winner Names to: LCWA, 150 N. Michigan Ave., Suite 3800, Chicago, IL 60601.