

VETERINARY MANAGEMENT GROUPS

VMG UNIVERSAL POT OF GOLD

CONTEST OFFICIAL RULES

**NO PURCHASE IS NECESSARY TO ENTER OR WIN A PRIZE.
MUST BE 18 YEARS OF AGE TO ENTER.**

READ CAREFULLY, YOUR LEGAL RIGHTS ARE AFFECTED BY PARTICIPATING

Veterinary Study Groups, Inc. ("VSG") is offering members of Veterinary Management Groups a chance to win one of three cash prizes during the period of May 4, 2020 and May 10, 2020 (the "Contest Period") in the "Universal VMG Pot of Gold Contest" (the "Contest"). The cash prizes will be \$2,000.00 for first place, \$1,500.00 for second place and \$1,000.00 for third place. The Contest is governed by these Official VMG Universal Pot of Gold Contest Rules ("Rules") and any individual who enters, attempts to enter or in any way participates or attempts to participate in the Contest ("Participant") agrees to be bound by the terms and conditions set forth in these Rules, as well as by all interpretations of these Rules by VSG and by all other decisions of VSG which are final and binding in all matters relating to the Contest.

NO PURCHASE NECESSARY:

No purchase is necessary to enter or win a prize. A purchase will not improve your chances of winning.

APPLICABLE LAW (VOID WHERE PROHIBITED):

The Contest is subject to and governed by applicable federal, state and local laws and regulations. Participation in this Contest is void where prohibited or otherwise restricted by law, including without limitation, in Quebec, Canada.

CONTEST SPONSOR:

The sponsor of the Contest is VSG (the "Sponsor").

CONTEST CANCELLATION, SUSPENSION OR MODIFICATION:

VSG reserves the right to cancel, terminate, modify or suspend the Contest if it is not capable of being completed as planned for any reason, including, but not limited to, computer virus, "bugs", tampering, unauthorized intervention, fraud, or technical failures of any kind or any other causes that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest. VSG's decision to cancel, terminate, modify or suspend the Contest shall be final in all respects.

ELIGIBILITY:

Geographical and Age: The Contest is open to any legal resident of the United States or Canada that is a member of a Veterinary Management Group organized by VSG as of April 28, 2020, who is at least 18 years of age or older.

Contest Entity and Immediate Family Member Ineligibility: The officers, directors, employees, staff, volunteers, contractors and agents of VSG and any other entity involved in the sponsorship, development, production, implementation and distribution of the Contest and prizes as well as their respective parents, affiliates, divisions, subsidiaries and successor companies (collectively the "Contest Entities"), and their immediate family members (and those living in the same household, whether or not related), are prohibited from participating in the Contest and do not qualify as Participants. "Immediate family members" include spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws", or by current or past marriage, remarriage, adoption, co-habitation or other familial extension.

HOW TO ENTER:

Entry Period: The Contest begins at 12:00:01 AM Eastern Daylight Savings Time on Monday of such week and ends at 11:59:59 PM Eastern Daylight Savings Time on the following Sunday (the "Entry Period").

How to Enter: To enter, Eligible Participants must submit during the Entry Period a response to the required survey questions linked to the announcement email.

Inappropriate Content: Submissions must be: (1) entirely original and created by the Participant and (2) not infringe upon or violate any person's or entity's rights (e.g. intellectual property rights, rights of publicity, rights of privacy and moral rights).

Submissions may not feature, reference or contain any unlawful, libelous, threatening, defamatory, obscene, vulgar, pornographic, abusive or profane materials. Submissions also may not feature, reference or contain tobacco, alcohol, drugs, rebel flags, sexual connotations or other material deemed to be potentially inflammatory by VSG (in VSG's sole discretion).

Submissions that do not comply with the above or these Rules or that otherwise contain prohibited or inappropriate content as determined by VSG, in its sole discretion, will be disqualified and ineligible to win.

Group Participation: If any group of individuals elects to collaborate on a Submission, they are required to designate **one (1) rostered VMG member** to enter the Contest and accept the prize on behalf of the group. VSG is not liable for any disputes between collaborators related to a Submission. In the event of a dispute, the individual named on the Contest Entry Form will be deemed the Participant.

Submission Transfer of Ownership and License: Once a Submission is entered and the Contest Registration Form completed, the Submission is final and may not be modified or edited without

permission from VSG. Participant also agrees that upon Submission, all license and/or ownership rights as set forth in these Rules become effective.

Disclaimer of Responsibility for Entries: VSG is not responsible for problems with Contest entries, including but not limited to, entries which are lost, late, misdirected, damaged, incomplete, illegible, or cannot be completed due to electronic or technical difficulties, even if the problem is the result of the sole or partial negligence of VSG.

False, Fraudulent or Deceptive Submissions, Entries or Acts: Participants who, in the view of VSG, provide false, fraudulent or deceptive Submissions or Registration Form entries or who engage in false, fraudulent or deceptive acts in connection with the Contest will be disqualified and subject to criminal prosecution.

PARTICIPATION PROBLEM DISCLAIMER:

Even if alleged to be caused by the sole or partial negligence of VSG, VSG is not responsible for any problems which affect or result from participation or attempted participation in the Contest, including, but not limited to the following:

1. Incorrect, incomplete or inaccurate entry information;
2. Human errors;
3. Failures, omissions, interruptions, deletions or defects of any wireless network, telephone network, internet service, computer systems, servers, utility providers, or software;
4. Identity theft;
5. Tampering, destruction or unauthorized access to, or alteration of, entries or computer data;
6. Network hackers or other unauthorized access to VSG's computer network;
7. Data that is processed late or incorrectly or is incomplete or lost due to wireless network, telephone network, computer or electronic malfunction or traffic congestion on wireless or telephone networks;
8. Printing errors;
9. Electronic or technical difficulties;
10. Equipment malfunctions; and
11. Late, misdirected or lost entries.

TAXES:

Each Participant prize-winner is solely responsible for determining and paying all federal, state and local taxes (including any sales taxes). Any person winning over \$600 in prizes during any one year period will receive an IRS Form 1099 at the end of the calendar year, and a copy of such form will be filed with the IRS.

JUDGING CRITERIA/WINNER SELECTION:

All eligible entries will be judged by a panel of judges comprised of five members of VSG staff, Executive Committee Chairs, VMG Facilitators and Strategic Opportunities Committee members selected by VSG ("Panel"). The Panel will judge the Submissions based upon the following criteria: 40% based on uniqueness, 40% based on the potential value to a member practice, and 20% based on the ease of implementation. The winner will be notified by email or phone on or before June 1, 2020.

HOW TO CLAIM A PRIZE:

Prerequisites to Prize Award: Prior to receiving the prize, the winner will be required to provide:
(a) A valid taxpayer identification number or social security number. The social security number will be used for tax-reporting purposes. VSG reserves the right to deny awarding the prize if the winner fails to provide satisfactory identification, as determined in VSG's sole discretion.

The winner is required to execute an Affidavit of Eligibility/Release of Liability, a completed IRS W-9 and a Publicity Release before the prize is awarded. By entering the Contest, Participant agrees to execute these documents if selected as a winner. Except where prohibited by law, failure to execute any of these documents or comply with any of these terms will result in forfeiture of the prize.

Claiming the Prize: VSG will initially send, via mail or electronic mail, the winner any required documents which need to be completed along with a return, pre-paid overnight delivery air bill (or pre-paid postage authorization). The winner must execute and return the completed forms within five (5) business days of receipt of the forms. Failure to return completed forms within five (5) business days of receipt of the forms may lead to forfeiture of the prize.

Once VSG receives the completed forms and/or all other prerequisites have been satisfied, VSG will transmit the prize to the winner.

Prize Forfeiture: Where the winner is found to be ineligible or to have violated any Rules, or if VSG is unable to contact a winner within thirty (30) days after selection for any reason, the prize may be forfeited. Any such forfeiture decision will be made solely by VSG. VSG reserves the right, in its sole discretion, to award unclaimed prizes to alternate Participants or not to award the unclaimed prizes.

Additional Costs: Any incident and other costs relating to the prize are the sole responsibility of the winner.

WARRANTIES AND REPRESENTATIONS:

By entering and participating in the Contest, and in consideration thereof, each Participant individually warrants and represents to the Contest Entities that they: (i) meet the eligibility requirements at the time of entry; (ii) will not violate the Submission criteria; (iii) agree to abide and be bound by these Rules, and by all applicable laws and regulations, and the decisions of VSG; (iv) waive any rights to claim ambiguity with respect to these Rules; (v) are (in conjunction with any collaborators) the sole creator and owner of the Submission and Submission content and that any use thereof, shall not violate any law and shall not infringe upon or violate the rights of any person or entity (including, without limitation, contractual rights, copyrights, trademarks, rights of publicity and rights of privacy).

RELEASE OF LIABILITY AND INDEMNIFICATION:

As consideration for entering the Contest, all Participants agree to **RELEASE, DISCHARGE AND COVENANT NOT TO SUE** Veterinary Study Groups, Inc. and any other of the Contest Entities (as described above) and each of their respective direct and indirect affiliates, divisions, parent and subsidiary companies, officers, employees, volunteers, shareholders, representatives, managers, members, directors, owners, agents, insurers, attorneys, predecessors, successors, and assigns thereof (collectively, the "Released Parties"), from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to their participation in the Contest, including, but not limited to, any claim that the act or omission complained of was **caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

Additionally, as consideration for entering the Contest, all Participants agree to **INDEMNIFY, HOLD HARMLESS, AND DEFEND** the Released Parties in any action or proceeding from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to their participation in the Contest or for their failure to comply with the terms of the above release provision. This agreement to indemnify, hold harmless and defend applies even if the act or omission complained of was allegedly **caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

PUBLICITY RELEASE:

Unless prohibited by applicable law, Participant authorizes and irrevocably grants to VSG and the other Contest Entities (as defined above) permission to, from time to time, reference and discuss Participant and their participation in the Contest on their website, in photographs, video recordings, digital images, audio recordings, publications, newsletters, news releases, promotional or other printed materials, and in materials made available on the Internet or in other media now known or hereafter developed for

any purpose VSG and/or the Released Parties deem proper. Such reference and discussion may include (but not be limited to) Participant's name and other personal/biographical material as well as the content of the Submission.

LICENSE AND TRANSFER OF OWNERSHIP RIGHTS:

By participating in the Contest, Participant irrevocably grants to VSG the perpetual right, without any liability to any person or entity, to reproduce, adapt, transmit, distribute, communicate, make available, sub-license and otherwise use the Submission and associated content, without payment or any compensation to Participant. This license applies perpetually throughout the universe in any medium and in any manner, now or hereafter known, including, without limitation, radio and television broadcasts, internet, cable and satellite transmissions, and print and other publications. Submissions will not be returned and may be used by any Contest Entity for any purpose whatsoever, without additional compensation to the Participant or any other individual or entity. Participant specifically agrees that the right to sublicense a Submission, includes the right to publicize the Submission to other members of Veterinary Management Groups and for such members to use the Submission without payment or compensation to Participant.

DISQUALIFICATION:

Participant agrees to be bound by these Rules. Non-compliance with any of these Rules will result in disqualification and all privileges as a Participant will be immediately terminated. VSG, in its sole discretion, further reserves the right to disqualify any person for: (i) tampering with the entry process or the operation of the Contest; (ii) gaining an unfair advantage in participating in the Contest; (iii) obtaining winner status using false, fraudulent or deceptive means; or (iv) engaging in otherwise unsportsmanlike, disruptive, annoying, harassing, or threatening behavior.

CAUTION: ANY ATTEMPT BY ANY PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF ANY CONTEST, TELEPHONE SYSTEMS OR WEBSITE, OR UNDERMINE THE LEGITIMATE OPERATION OF ANY CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, VSG RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

RULES CHANGES AND INTERPRETATIONS:

VSG reserves the right in its sole discretion to supplement or make changes to these Rules at any time without notice. VSG also reserves the right in its sole discretion to interpret the Rules, and such interpretation shall be binding upon all participants.

GOVERNING LAW AND JURISDICTION:

This Contest shall be governed by and construed in accordance with the laws of the State of Georgia, without reference to conflict of laws principles. By entering the Contest, Participants hereby submit to the exclusive jurisdiction and venue of the federal and state court(s) residing in [Cobb] County,

Georgia, and waive the right to have disputes arising out of the subject matter hereof adjudicated in any other forum. In no event, will any Participant be entitled to injunctive relief or equitable relief of any kind, or restrain the continuation of the Contest.

GENERAL RULES/LIST OF WINNERS:

Copies of these Rules may be obtained by sending a self-addressed stamped envelope to: Veterinary Study Groups, Inc., Official VMG Pot of Gold Contest Rules, 6455 East Johns Crossing, Suite 125, Johns Creek, GA 30097 or by emailing Rebecca Kilmartin at rebeccakilmartin@vsgservices.com

For a list of the Contest winner(s) send a self-addressed, stamped envelope to: Veterinary Study Groups, Inc., Official VMG Pot of Gold Winners List, 6455 East Johns Crossing, Suite 125, Johns Creek, GA 30097 or by emailing bencoe@vsgservices.com

SPONSOR:

Veterinary Study Groups, Inc.
6455 East Johns Crossing, Suite 125
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