



2021 Flex Your HR Giveaway

Official Sweepstakes Rules

NO PURCHASE IS NECESSARY TO ENTER. YOUR CHANCES OF WINNING DO NOT INCREASE WITH A PURCHASE.

1. **Eligibility:** The 2021 Flex Your HR Giveaway is open to legal residents of Michigan who sign up at <https://hrcollaborative.com/flex>. Entrants must be 18 years of age or older as of their date of entry in this promotion in order to qualify. This giveaway is subject to federal, state, and local laws and regulations and void where prohibited by law. HR Collaborative's employees, its subsidiaries, affiliates, suppliers, partners, advertising and promotion agencies, and directors (collectively the "Employees"), as well as members of an Employees' immediate family and/or those living in the same household of Employees are ineligible to participate in the 2021 Flex Your HR Giveaway.
2. **Sponsorship.** The sponsor is HR Collaborative ("Sponsor"), located at 678 Front Ave NW, Ste 190, Grand Rapids, MI 49504. Sponsor will conduct the Giveaway substantially as described in these Official Rules.
3. **Agreement to Rules:** By entering this Giveaway, the Entrant ("You") agrees to abide by the Sponsor's Official Rules and decisions, which are fully and unconditionally binding in all respects. The Sponsor reserve the right to refuse, withdraw, or disqualify any entry at any time at the Sponsor's sole discretion. By entering this Giveaway You represent and warrant that You are eligible to participate based on eligibility requirements explained in the Official Rules. You also agree to accept the decisions of the Sponsor as final and binding as it relates to the content of this 2021 Flex Your HR Giveaway.

4. 2021 Flex Your HR Giveaway Entry Period: This promotion begins on October 13, 2021 at 12:01 am EDT and ends on November 12, 2021 at 11:59 pm EST (“Entry Period”). To be eligible for the Giveaway, entries must be received within the specified Entry Period.

5. How to Enter: Eligible entrants can enter The 2021 Flex Your HR Giveaway by signing up for a meeting via the online form provided at <https://hrcollaborative.com/flex>. As a participant, your entry must fully meet all Giveaway requirements, as specified in the Official Rules, in order to be eligible to win the prize. Incomplete entries or those that do not adhere to the Official Rules or specifications will be disqualified at the Sponsor's sole discretion.

Only the first meeting You schedule will be used in the random drawing. Fraudulent methods of entry or circumvention of the rules may result in the Sponsor invalidating your entries and removing them from the Giveaway at the Sponsor’s sole discretion.

6. Prizes: The Winner of the 2021 Flex Your HR Giveaway (the “Winner”) will receive a \$500 credit toward any HR Collaborative or HR Select services. The Winner, upon acceptance of the prize, is solely responsible for all expenses related to the prize, including without limitation any and all local, state, and federal taxes. The Winner shall not transfer assignment of the prize to others outside of the organization submitted on the online form. By accepting the prize, the selected Winner grants permission for the Sponsor to use the Winner’s likeness, entry, and name for purposes of advertising and trade without further compensation unless prohibited by law.

7. Odds: The total number of eligible entries received determines the odds of winning.

8. Selection and Notification of Winner: The Winner will be selected by a random drawing under the supervision of the Sponsor. The Sponsor will notify the Winner by email within five business days following the Winner’s selection. The Sponsor is not responsible for nor shall have no liability for Winner’s failure to receive notices due to email security settings that may cause notifications to be marked as spam or junk email. Nor shall be Sponsor be liable for the Winner’s provision of incorrect or otherwise non-functioning contact information. If the Winner 1) fails to claim the prize within 21 days from the time the award notification was sent, 2) is found ineligible, or 3) does not complete and return an executed declaration and release within the specified timeframe, the prize may be forfeited and an alternate Winner may be selected. Receipt of the prize (offered in the 2021 Flex Your HR Giveaway) by the Winner is upon the condition of compliance with any and all federal, state, and local laws and regulations. IF THE WINNER VIOLATES ANY OF THESE OFFICIAL RULES, THE WINNER (AT THE SPONSOR’S SOLE DISCRETION) WILL BE DISQUALIFIED, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

9. Rights Granted by You: By submitting an entry (by scheduling a meeting) into this Giveaway, You understand and agree that the Sponsor, any individual acting on the Sponsor’s

behalf, and the licensees successors, and assigns of the Sponsor shall, where permitted by law, have the right to print, publish, broadcast, distribute and use in any media known now or hereafter developed, in perpetuity, worldwide, and without limitation, your name, job title, and company for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration.

10. **Terms & Conditions:** In its sole discretion, the Sponsor reserves the right to modify, suspend, cancel, or terminate the 2021 Flex Your HR Giveaway should non-authorized human intervention, a bug or virus, fraud, or other causes beyond the Sponsor's control, impact or corrupt the security, fairness, proper conduct, or administration of the 2021 Flex Your HR Giveaway. The Sponsor, in the event of any of the above issues, may determine the Winner based on all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. Individuals who tamper with or attempt to tamper with the operation or entry process of the Giveaway or website or violates these Terms & Conditions will be disqualified by the Sponsor in its sole discretion. In its sole discretion, the Sponsor has the right to maintain the integrity of the 2021 Flex Your HR Giveaway, to void votes for any reason, including, but not limited to: multiple entries from the same user or the use of bots, macros, scripts, or other technical means for entering. Attempts by any entrant to deliberately damage any website or undermine the legitimate operation of the 2021 Flex Your HR Giveaway may be a violation of criminal and civil laws. If any such attempt is made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.

11. **Limitation of Liability:** Your entry into this Giveaway constitutes Your agreement to release and hold harmless the Sponsor and its subsidiaries, representatives, affiliates, partners, advertising and promotion agencies, successors, agents, assigns, directors, employees, and officers against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the Giveaway and/or the 1) Winner accepting, possessing, using, or misusing of any awarded prize or any portion thereof; 2) any type of technical failure; 3) the unavailability or inaccessibility of any transmissions, phone, or Internet service; 4) unauthorized intervention in any part of the entry process or the Promotion; 5) electronic error or human error in the Promotion administration or the processing of entries.

12. **Disputes:** THIS GIVEAWAY IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF MICHIGAN, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. The Entrant agrees, as a condition of participating in this promotion, that if any disputes cannot be resolved between the Entrant and the Sponsor, and if causes of action arise out of or are connected with this Giveaway, they shall be individually resolved exclusively before a court located in Michigan having jurisdiction, without resorting to any form of class action. Under no circumstances in any such dispute shall the participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs

associated with entering this Giveaway. The participant waives all rights to have damages multiplied or increased.

13. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the HR Collaborative's website. To read the Privacy Policy, visit <https://hrcollaborative.com/privacy-policy/>

14. Winners List: You may obtain a copy of the Winner's name or a copy of these Official Rules, by sending your request via mail with a stamped, self-addressed envelope to: HR Collaborative, 678 Front Ave NW, Ste 190, Grand Rapids, MI 49504. Requests must be postmarked no later than December 31, 2021 at 11:59 pm EST.

16. By scheduling a meeting through the online form at <https://hrcollaborative.com/flex>, You, the Entrant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.