Remote Medical International Mining Indaba Booth Visit Competition February 2020 Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

OPEN TO ELIGIBLE PERSONS WHO, AS OF THE TIME OF ENTRY, ARE AT LEAST 18 YEARS OLD AND WHO ATTEND THE AFRICA OIL WEEK TRADE SHOW ON 4 NOVEMBER 2019.

# EXCLUDES ALL PERSONS FROM JURISDICTIONS WHERE SUCH COMPETITION IS PROHIBITED OR RESTRICTED BY LAW.

# 1. Eligibility

The Remote Medical International Incorporated Booth Visit Competition February 2020 (the "**Competition**") is open only to persons who are (i) eighteen (18) years of age or older at the time of entry and (ii) are from jurisdictions that do not prohibit or restrict participation in the Competition. The following individuals are not eligible to enter or win a prize: directors, members, partners, agents, employees or consultants of the Sponsor and/ or any other person who directly or indirectly controls or is controlled by the Sponsor or any supplier of goods or services in connection with the Competition. By participating in this Competition, participants agree to be bound by these official rules ("**Official Rules**") and by the decisions of the Sponsor in all matters relating to the Competition.

## 2. How to Enter

NO PURCHASE NECESSARY AND NO ENTRY FEE, PAYMENT OR PROOF OF PURCHASE IS NECESSARY TO PARTICIPATE.

Entry into the contest requires an in person visit to the Sponsor booth at the Mining Indaba 2020 trade show in Cape Town South Africa held on the 3rd to 6th of February 2020 (**"Trade Show"**)" and submission of your business card to the booth attendant or a scan of your badge at the booth. Limit (1) entry per person, regardless of method of entry used. Multiple entries will be disqualified. All completed and submitted surveys will be submitted into a draw to win one (1) \$500 (United States Dollars) gift card or one of two (2) \$100 (United States Dollars) gift cards.

Compliance with the entry requirements will be determined by Sponsor in its sole discretion. Submissions that violate, as determined by the Sponsor, in its sole discretion, these entry requirements or do not meet the submission deadlines will be disqualified from the Competition.

## Method 1: Visit the Remote Medical International Booth

To participate in the Competition, you must visit the Remote Medical International Booth at the Mining Indaba 2020 trade show and either leave a business card with the attendant or have your badge scanned before February 7, 2020. In order to be entered, the information submitted must contain current contact information.

You will receive one (1) entry for submitting a business card or having your badge scanned before February 7, 2020. All entries become the property of Sponsor and none will be acknowledged or returned.

## 3. Odds of Winning

The odds of winning depend on the number of eligible entries received.

## 4. Winner Selection and Notification

On or about February 21 2020, the winner(s) will be randomly selected from all eligible entries received. Sponsor will notify the winners via the phone number or e-mail address registered on the Competition survey within 30 days of the Competition closing date.

## 5. Prizes and Prize Claim

One (1) prize winner[s] will win a \$500 (United States Dollars) gift card and two (2) prize winner[s] will win one of two \$100 (United States Dollars) gift cards. Limit of one prize per contestant.

Winners are subject to verification, including verification of age and residency. The prizes are non-transferable and no prize substitution is permitted, except at the sole discretion of the Sponsor. If a prize cannot be awarded for any reason, Sponsor reserves the right in its sole discretion to substitute a prize with one of comparable or greater value.

Each winner is solely responsible for all applicable taxes associated with the acceptance and use of a prize. All costs and expenses associated with prize acceptance and use not specifically provided herein are the responsibility of the winner.

As a condition of receiving a prize, each winner must sign and return any documents requested by Sponsor. Failure to sign and return any requested documents by the specified return date will result in disqualification of the winner and the forfeiture of all interest in the prize.

The method of shipping and the carrier will be determined in the sole discretion of Sponsor.

If a winner (i) is determined to be ineligible, (ii) fails to respond to the initial message regarding prize winning within one (1) week of notification or after three (3) attempts (whichever occurs first), (iii) fails to sign and return all requested documents by the specified return date, or (iv) if it is unlawful for the Sponsor to supply such a prize to the winner, the winner forfeits the prize in its entirety and an alternate winner will be announced based upon a random drawing of the other eligible entries received.

## 6. Publicity

Except where declined to by the winner, the winner's acceptance of a prize constitutes permission for the Sponsor and its agents to use the winner's name, hometown, and likeness, worldwide and in all forms of media, in perpetuity, without further compensation or approval.

## 7. Limitation of Liability

Lost or Corrupted Entries: The Competition Parties assume no liability and are not responsible for, and participant hereby waives any rights to any claim in connection with, lost, late, incomplete, corrupted, stolen, misdirected or illegible, if applicable; or for any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, unauthorized human intervention, or the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information. The Competition Parties, and their parents, affiliated and subsidiary companies, licensors,

production companies, advertising and promotion agencies, are not responsible for any incorrect or inaccurate information, whether caused by entry information submitted by participants or tampering, hacking, or by any of the equipment or programming associated with or utilized in this Competition, and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Competition.

<u>Damaged Property</u>: The Competition Parties assume no liability and are not responsible for, and participant hereby waives any rights to any claim in connection with, injury or damage to any participants or to any other person's computer or property related to or resulting from participating in this Competition.

<u>Prizes and Winners</u>: The Competition Parties assume no liability and are not responsible for, and participant hereby waives any rights to any claim in connection with, the selection and announcement of any winner, the distribution of any prize, the acceptance/possession and/or use/misuse of any part of a prize and/or any injury or damage to any participant's or third person's property related to or resulting from any part of a prize or any part of this Competition.

<u>Release and Indemnity</u>: Each participant in this Competition, including, without limitation, each winner, hereby releases and agrees to hold harmless the Competition Parties from any and all liability for any injuries, loss or damage of any kind to person, including death and property arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Competition prize, participation in this Competition and participation in any activity related to this Competition.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPETITION PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF PARTICIPANT'S PARTICIPATION IN THE COMPETITION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. <u>LEGAL WARNING</u>: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT A PARTICIPANT, TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS COMPETITION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND PURSUE ALL OTHER REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

## 9. Sponsor's Reservation of Rights

If the Competition is not capable of running as planned for any reason, including without limitation, due to a force majeure event or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Competition, Sponsor reserves the right, at its sole discretion, to disqualify any individual who is responsible or who tampers with the entry process or otherwise acts in violation of these Official Rules, and to cancel, modify, or terminate the Competition. In the event of cancellation, Sponsor reserves the right to randomly draw an alternate winner from all eligible, non-suspect entries received prior to cancellation. In the event that an entry is confirmed to have been erroneously deleted, lost or destroyed, participant's sole remedy shall be another entry into the Competition.

#### 10. Governing Law and Jurisdiction

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, the rights and obligations of any participant, or the rights and obligations of the Sponsor in connection with the Competition, shall be governed by, and construed in accordance with, the laws of South Africa without giving effect to any choice of law or conflict of law rules. By entering, you consent to the jurisdiction and venue of the state and local courts located in Johannesburg, South Africa and agree that any and all disputes shall be resolved exclusively in those courts.

#### 11. Waiver and Severability

Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.

#### 12. Privacy

Any personally identifiable information collected during a participant's participation in the Competition will be collected and used by Sponsor and its designees (i) for the proper administration and fulfillment of the Competition and as otherwise described in these Official Rules, (ii) to send participant newsletters relating to Sponsor's events, products, and services which may be of interest to participant, and (iii) if a participant elects to be contacted by phone, to contact participant with regards to Sponsor's products and services which may be of interest to participant.

To unsubscribe from Sponsor commercial e-mail lists, use the unsubscribe link in any commercial e-mail message you receive.

Receipt of communications from Remote Medical, including the receipt of any commercial e-mail messages or sales calls, is not a requirement to participate in this Competition and will not affect your eligibility to win the Competition.

#### 13. Winners List

For the names of the winners, send an email to [marketing@remotemedical.com]. Requests must be received no later than 31 December 2019.

#### 14. Sponsor

Remote Medical International Incorporated Inc., 4259 23<sup>rd</sup> Avenue West, Seattle, WA 98199.