

## HEAR FOR THE HOLIDAYS RULES, TERMS AND CONDITIONS

- 1. Entry:** To enter, access [www.pthearingcenter.com](http://www.pthearingcenter.com) website. Click on "Hear for the Holidays" to access contest terms and conditions. Please nominate someone you know or yourself who is in need for hearing aids but cannot afford them. Write a nomination letter of 500 words or less and submit it to Thigpen Hearing Center, PLLC. You may submit the nomination letter by email through the website, postal mail or delivery to the office at Thigpen Hearing Center, 315 Robert Rose Drive, Suite E, Murfreesboro, TN 37129. Sweepstakes begins at 12:01 a.m. CT on November 11<sup>th</sup> and ends at 4:59 p.m. on December 11, 2020. Limit one (1) entry per person. No automatic, programmed, robotic, or similar means of entry are permitted. Once submitted, entries become the exclusive property of Sponsor and will not be returned. For a copy of these Official Rules, print them from the Website or send a self-addressed, stamped envelope by December 4, to Thigpen Hearing Center, 315 Robert Rose Drive, Suite E, Murfreesboro, TN 37129.
- 2. Eligibility:** This sweepstakes is only open to residents of Rutherford County and contiguous surrounding communities ages 18 and up. The contest is the intention to assist a nominee with hearing loss who could benefit from hearing aids but cannot afford them.
- 3. Drawing:** On or about December 14<sup>th</sup>, a sponsor panel of judges will select one (1) winner from all eligible entries. Winner must have a hearing loss that can be aided by the use of hearing aids. Eligibility will be determined by audiologic testing performed by Thigpen Hearing Center audiologist. If the top entrant is determined not to have an eligible hearing loss, an alternate winner may be selected. Based on a hearing evaluation establishing level of need and the submitted essay, the Grand Prize winner will be finalized. Entrants need not be present to win. Potential winner will be notified by phone. If winner does not respond to notification within 24 hours of the time of notification, prize will be forfeited, and an alternate winner may be selected. Except where prohibited by law, potential winner will be required to complete, sign, and return an Affidavit of Eligibility/Ownership/Liability Release and Publicity Release (the "Affidavit"); otherwise prize will be forfeited.
- 4. Prize/Odds:** Thigpen Hearing Center will award one (1) Grand Prize. Grand Prize consists of a pair of hearing devices selected by the audiologist at Thigpen Hearing Center (approximate retail value: \$6,500). Sponsor will determine specific prize components at Sponsor's sole discretion. Included with the hearing aids is the fitting, programming, orientation, 3-year warranty and insurance, 3 years of batteries, appointments and cleanings. Odds of winning depend on the number of eligible entries received. Purchase will not increase your chances of winning. Winner is responsible for all taxes on prizes and expenses, including, without limitation: federal, state, and local sales and income taxes; luxury taxes; and any other costs incurred in claiming or using the prize. Tennessee does not have state, federal or local sales taxes on hearing aids. Unclaimed prizes may not be awarded. No prize substitutions are permitted except at Thigpen Hearing Center's sole discretion, and then only for a prize of equal or lesser value. Prize will be delivered to the winner at Thigpen Hearing Center, in accordance with Tennessee state laws.
- 5. General:** Sweepstakes is subject to applicable federal, state, and local laws. Entrants agree to be bound by Official Rules and by the decisions of the judges, which are final and binding in all respects. By entering this Sweepstakes, entrants expressly acknowledge that these Official Rules have been drafted in the English language, and that any translation prepared for any reason will be of no legal effect, and the English version of these Official Rules shall govern any dispute. By participating, contestant releases Thigpen Hearing Center and their respective affiliates, directors, officers, employees, and agents from any and all liability for any injury, death, loss, tax liability, or damage of any kind arising from entrant's participation in this Sweepstakes, or resulting from entrant's acceptance, possession, use, or misuse of the prize. Except where prohibited by law,

acceptance of the prize constitutes and signifies winner's consent that Thigpen Hearing Center and/or its agents may use winner's entry, name, city and state only, prize information, and/or likeness for promotional purposes in any media now existing or hereinafter devised without additional compensation, subject to all federal, state, and local laws and regulations. Thigpen Hearing Center is not responsible for: (1) late, incomplete, delayed, destroyed, garbled, or incomplete entries; (2) incorrect or inaccurate transcription of entry or story information; (3) any human error, technical malfunctions, or lost/delayed data transmission; (4) any omission, interruption, deletion, defect, or line failures of any telephone network, computer equipment, or software; or (5) inability to access any website or online service, or any other error or malfunction. Thigpen Hearing Center reserves the right to: (i) disqualify from this or any Sweepstakes it sponsors, now or in the future, any person it finds, in its sole discretion, has intentionally violated these Official Rules or tampered with the entry process, the operation of the Sweepstakes or Website, or any other aspect of this Sweepstakes; and (ii) cancel or suspend the Sweepstakes in its entirety should tampering, unauthorized intervention, fraud, technical failures, or other causes beyond Thigpen Hearing Center's control corrupt the administration, security, fairness, integrity, or proper play of the Sweepstakes. Information collected from contestants is subject to Sponsor's privacy policy available on the Website. Winner agrees to have name published and/or photographs taken.

6. **WARNING:** ANY ATTEMPT BY AN ENTRANT OR ANY OTHER PERSON TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT OR OTHER PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING SEEKING CRIMINAL PROSECUTION.