



# Easter Egg Hunt Contest

## Rules

1. NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.
2. Eligibility. Midwest Express Clinic Easter Egg Hunt Contest is open to all APPLICABLE REGIONS, 18 years or older at the time of entry. Employees of Midwest Express Clinic, and their immediate family members, and any persons domiciled with such employees, are not eligible.
3. Entry. The Sweepstakes will begin at 10:00 am on 4/2/19 and all entries must be received by 3:30 pm on 4/22/19 (the "Sweepstakes Period").
4. Only ten (10) prizes will be awarded to ten (10) people.
5. One must follow the following rules in order to be entered into the Sweepstakes:
  - a. The entry request must have your first and last name, zip code, and email.
  - b. Midwest Express Clinic will not be responsible for incomplete, lost, late, misdirected or illegible entries whether originating with sender or Sponsor.
6. Prizes and Odds. Ten (10) Grand Prize Winners from Midwest Express Clinic will be selected in a random drawing from among all eligible entries to be held on or about 4/23/19 and will win one (1) a \$25 Amazon Gift Card. No returns or exchanges. Odds of winning depend on the number of eligible entries received.
7. Winner Notification and Acceptance. Winners will be notified by telephone and/or email on or about 4/23/19. Return of prize notification as undeliverable or no response within one (1) day may result in disqualification and an alternate winner may be selected. Winners may waive their right to receive prizes. Prizes are non-assignable and nontransferable. No substitutions allowed, except that prizes and individual components of prize packages are subject to availability and Sponsor reserves the right to substitute prizes of equal or greater value. Winners are solely responsible for reporting and payment of any taxes on prizes. Winners may be required to complete a W9 tax form, an affidavit of eligibility, and a liability and publicity release (except where prohibited by law), which must be returned within ten (10) days of date of postmark. Failure to sign and return the affidavit or release within ten (10) days, or to comply with any term or condition of these Official Rules, may result in a winner's disqualification, the forfeiture of his or her interest in the prize, and the award of the prize to an alternate winner. Except where prohibited, participation in the Sweepstakes constitutes entrant's consent to the publication of his or her name, biographical information and likeness in any media for any commercial or promotional purpose, without limitation or further compensation.
8. Participation. By participating, entrants agree to be bound by these Official Rules and the decisions of the judges. Sponsor reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this sweepstakes as solely determined by Midwest Express Clinic. In the event the sweepstakes is compromised by a virus, non-authorized human intervention, tampering or other causes beyond the reasonable control of Sponsor which corrupts or impairs the administration, security, fairness or proper

operation of the Sweepstakes, Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Sweepstakes. Should the Sweepstakes be terminated prior to the stated expiration date, Sponsor reserves the right to award prizes based on the entries received before the termination date.

9. **Limitations of Liability.** By entering the Sweepstakes, entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, or any prizes awarded, shall be resolved individually without resort to any form of class action, and entrant waives his or her right to a jury trial for such disputes, claims, and causes of action; (2) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.
10. **Construction.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any contestant and Sponsor, shall be governed by, and construed in accordance with the laws of the State of Illinois without giving effect to any choice of law or conflict of law rules or provisions (whether of Illinois (or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Illinois. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the valid or enforceable provision was not contained therein.
11. **General Release.** By entering the Sweepstakes, contestants release Midwest Express Clinic and any other promotional sponsors, and each of their respective affiliated companies, directors, officers, employees, representatives, partners and agents from any liability whatsoever for any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Sweepstakes or with the acceptance, possession or use of any prize (including, without limitation, claims, costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light).
12. **Sponsor.** Midwest Express Clinic (the "Sponsors") whose decisions regarding the selection of winners and all other aspects of the Sweepstakes shall be final and binding in all respects. No returns, or exchanges. Sponsor will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials relating to the Sweepstakes. If you have any questions regarding this Sweepstakes, please contact Midwest Express Clinic.

## Midwest Express Clinic Terms of Service

### End User Agreement Terms of Service

Welcome to the Midwest Express Clinic Easter Egg Hunt Contest. This service is offered free of charge to users. Your ("End User") use of the Service is, however, conditioned upon completion and acceptance of the "End User Agreement" Terms of Service, as well as continued compliance with its provisions. PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THIS SITE. BY INTERACTING WITH THIS SITE, YOU ACCEPT AND AGREE TO BE BOUND BY ALL OF THE TERMS OF SERVICE, WITHOUT LIMITATION OR QUALIFICATION. IF AFTER READING THIS AGREEMENT, YOU DO NOT WISH TO AGREE TO ALL OF THE TERMS OF SERVICE, PLEASE DO NOT ACCESS OR OTHERWISE USE THIS SITE OR ANY INFORMATION CONTAINED THEREIN.

## General

This site is operated in part by Midwest Express Clinic, who owns and maintains the services (the "Service") offered on this site. End User understands and agrees that the Service is provided to him/her exclusively under this End User Terms of Service. By completing the registration process, End User is stating that he/she has read and understands the End User Terms of Service, and that he/she agrees to be bound by them. Midwest Express Clinic may modify this End User agreement at any time, and may terminate End User's use of the Service or otherwise revise any or all aspects of the Service in its sole discretion and without prior notice. End User's continued use of the Service now, or following the posting of notice of any changes in this End User Agreement, will constitute a binding acceptance by End User of such rules, changes or modifications. End User represents that he/she is at least 18 years of age and, if acting on behalf of a group or organization, has the authority to do so. Any minor using the system shall do so only with the consent of a supervising parent or guardian who shall execute an End User Agreement on behalf of such minor. End User is responsible for all use of the Service under End User's password. End User acknowledges that he/she is aware that areas accessible on or through the Service may contain material that is unsuitable for minors (persons under 18 years of age). End User, or parent or guardian, as the case may be, agrees to supervise usage of the Service by minors, if any, whom End User permits to use the Service.

## End User Responsibilities

End User is responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of the Service and all charges related thereto. End User acknowledges and agrees that he/she is solely responsible for maintaining the confidentiality of his/her account number and/or password. End User agrees that he/she is entirely responsible for all uses of his/her account, whether or not authorized by End User. End User agrees to notify Midwest Express Clinic immediately of any unauthorized use of his/her account. End User agrees to ensure that any content or information he/she provides will at all times be accurate, complete and not misleading. End User agrees not to place on this site any content that violates, plagiarizes or infringes upon the rights of others, including copyright, trademark, the right of privacy or the right of publicity, or that would be abusive, profane, obscene, indecent, threatening, defaming, slanderous, libelous, offensive, or otherwise illegal. End user agrees not to solicit the performance of any activity that is prohibited by law. End User agrees to comply with all applicable laws, rules and regulations in connection with this End User Agreement. End User agrees not use the Service in connection with surveys, junk email, spamming, or any duplicative or unsolicited messages (commercial or otherwise). End user agrees not to restrict or inhibit any other user from using and enjoying the Service. If End User uses this site from outside the United States of America, he/she is entirely responsible for compliance with applicable local laws, including, without limitation, the export and import regulations of other countries in relation to the Service.

## Privacy

As part of the registration process, End User will provide certain personal information to Midwest Express Clinic. Except as provided herein, Midwest Express Clinic agrees to use the End User individualized information only for internal purposes; Midwest Express Clinic, or any person or entity involved in creating, producing or distributing the Service or

the content included therein, be liable to End User or any third party in contract, in tort (including for its own negligence) or under any other legal theory (including strict liability) for any damages, including, without limitation, direct, indirect, extraordinary, exemplary, incidental, special, punitive, consequential or similar damages, including, without limitation, business interruption, loss of data, lost profits or revenues, loss of use or similar economic loss, arising out of the use of or inability to use the Service. End User hereby acknowledges that the provisions of this section shall apply to all use of and content on the Service. End User acknowledges that the content on the Service, by its nature, may involve a level of risk, including, without limitation, personal injury, property damage or other dangers. In no event shall Midwest Express Clinic's total liability to End User for all damages, losses and causes of action whether in contract, tort (including its own negligence) or under any other legal theory (including strict liability) exceed the amount paid by End User, if any, for accessing the Service. This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, inaccuracy, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of the Service and content therein, under any legal theory or cause of action.

### Content and Monitoring

Midwest Express Clinic has the right, but not the obligation, to monitor and review the content on the Service and End User's account to determine compliance with the conditions of use and operating rules established by Midwest Express Clinic, to satisfy any law, regulation or authorized government request, or for other reasonable purposes. If Midwest Express Clinic becomes aware of any use of the Service which may be considered inappropriate, it will respond accordingly, which response may include, but is not limited to, sharing the name and contact information of End Users of the Service with law enforcement agencies. End User assumes all risk and liability with respect to use of the Service, including End User's continued compliance with the End User Agreement. By using the Service, End User irrevocably grants Midwest Express Clinic and their assigns a non-exclusive, perpetual, irrevocable, royalty-free license to: (i) copy, display, distribute, publish, and create derivative works from, communicate to the public, perform and display the Content (in whole or in part) worldwide and/or to incorporate in other works in any form, media or technology now known or later developed, solely in connection with fulfilling its obligations in this Agreement, and (ii) to use and disclose the Content in aggregated form, including, but not limited to, analysis and extrapolation of the Content and the demographic trends resulting therefrom for marketing and other geo-targeting purposes; provided, however, that such use shall not personally identify End User. Except as otherwise expressly noted on this site, End User is hereby authorized to use the contents solely for his/her noncommercial, personal use. Except as otherwise provided by copyright law, all other copying, redistribution, or publication must be with the expressed permission of owner of such material. Copying, redistribution, or publication of copyrighted material, or changes to or deletion of author attribution or copyright notice are prohibited. Downloaded software may not be reverse engineered unless specifically authorized by owner of the software. End User may download public domain content for its own use. End User assumes all risks regarding the determination of whether any content is in public domain.

### Third Party Interaction

This site may be linked to other sites on the World Wide Web or Internet which are not under the control of or maintained by Midwest Express Clinic. Such links do not constitute an endorsement by Midwest Express Clinic of those sites. End User agrees that Midwest Express Clinic is providing these links to End User only as a convenience, and further agree that Midwest Express Clinic is not responsible for the content of such sites. In End User's use of this site, he/she may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers, sponsors and other users of this site. Any such correspondence, purchase or participation, including the delivery of and the payment for goods and/or services, and any other term, condition, warranty or representation associated with such correspondence, purchase or participation is solely between End User and the applicable third party. End User agrees that Midwest Express Clinic has no liability, obligation or responsibility for any such correspondence, purchase or participation between End User and any third party.

### Trademarks

Certain of the names, logos, and other materials displayed in the Service constitute trademarks or intellectual property of Midwest Express Clinic or other entities. End User is not authorized to use any such marks. Ownership of all such trademarks and other intellectual property remains with Midwest Express Clinic or those other entities. No permission is granted to hyperlink other Internet sites with any page in this site. End User agrees not to "frame" or "mirror" any of the contents or pages contained on or accessible from this site on any other server or Internet-based device without the advance written authorization of Midwest Express Clinic, as applicable. This authorization terminates automatically, without notice to the End User, if he/she breaches any of the Terms of Service.

### Disclaimer of Warranty; Limitation of Liability

END USER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT END USER'S SOLE RISK. NEITHER MIDWEST EXPRESS CLINIC NOR ANY OF THEIR INFORMATION OR CONTENT PROVIDERS, SERVICE PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES PUBLISHER, NOR ANY OF THEIR INFORMATION OR CONTENT PROVIDERS, SERVICE PROVIDERS, LICENSORS, EMPLOYEES OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE SERVICE IS DISTRIBUTED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. NEITHER MIDWEST EXPRESS CLINIC NOR ANY OF THEIR INFORMATION OR CONTENT PROVIDERS, SERVICE PROVIDERS, LICENSORS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF (A) DAMAGES RESULTING FROM ANY ACCESSING, ALTERING, OR DESTROYING OF DATA; (B) DAMAGES FROM THE INACCURACY OF THE SOFTWARE EITHER NOW OR IN THE FUTURE; (C) DAMAGES FROM LOSS OF BUSINESS, PROFITS, OR BUSINESS OPPORTUNITIES; (D) DAMAGES FROM THE INTRODUCTION OF COMPUTER VIRUSES; OR (E) LOSSES FROM INTERRUPTION, TERMINATION, OR FAILED OPERATION OF THE INTERNET, PRIVATE INTRANET OR OF THIRD PARTY

TELECOMMUNICATION SERVICES. To the maximum extent permitted by applicable law, in no event will Midwest Express Clinic, or any person or entity involved in creating, producing or distributing the Service or the content included therein, be liable to End User or any third party in contract, in tort (including for its own negligence) or under any other legal theory (including strict liability) for any damages, including, without limitation, direct, indirect, extraordinary, exemplary, incidental, special, punitive, consequential or similar damages, including, without limitation, business interruption, loss of data, lost profits or revenues, loss of use or similar economic loss, arising out of the use of or inability to use the Service. End User hereby acknowledges that the provisions of this section shall apply to all use of and content on the Service. End User acknowledges that the content on the Service, by its nature, may involve a level of risk, including, without limitation, personal injury, property damage or other dangers. In no event shall Midwest Express Clinic's total liability to End User for all damages, losses and causes of action whether in contract, tort (including its own negligence) or under any other legal theory (including strict liability) exceed the amount paid by End User, if any, for accessing the Service. This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, inaccuracy, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of the Service and content therein, under any legal theory or cause of action.

#### **Indemnification**

End User agrees to indemnify, defend and hold harmless Midwest Express Clinic, its affiliates, licensors, officers, directors, employees, consultants, licensees and agents from and against any and all claims, demands, liability, damages and/or costs (including, but not limited to, investigation and attorneys' fees) arising from End User's use or any user of End User's account of the Service or content therein, their violation of the Terms of Service, or their infringement, or infringement by any other user of their account, of any intellectual property or other right of any person or entity.

#### **Miscellaneous**

The Terms of Service will inure to the benefit of Midwest Express Clinic's successors and assigns. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by Midwest Express Clinic. If any provision of these Terms of Service is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties, with all other provisions remaining in full force and effect. The failure of Midwest Express Clinic to enforce any right or provision in these Terms of Service shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Midwest Express Clinic in writing. These Terms of Service constitute the entire agreement between End User and Midwest Express Clinic with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding this subject matter. Midwest Express Clinic can revise these Terms of Service at any time without notice by updating this posting, and End User agrees that their continued use of the Service after such revisions have been posted constitutes their acceptance of such revised Terms of Service.

Neither party may assign or transfer this Agreement to any other person or entity without the prior written consent of

the other party, (which consent shall not be unreasonably withheld), provided however that Midwest Express Clinic may assign the Agreement to another entity: (i) owning a majority of its outstanding stock; (ii) into which it merges, or (iii) which acquires all or substantially all of its assets. The provisions of this Terms of Service are for the benefit of Midwest Express Clinic and their contractors, information providers, service providers, licensors, employees, licensees and agents; and each shall have the right to assert and enforce such provisions directly on its own behalf. Any acknowledgment of an e-mail or other communication from End User that is in any way inconsistent with, or adds to, the provisions of these Terms of Service is null and void. Neither the course of conduct between parties nor trade practice shall act to modify the provisions of these Terms of Service. Midwest Express Clinic may authorize or allow its contractors and other third parties to provide to Midwest Express Clinic and/or to End User services necessary or related to making the Service available and to perform obligations and exercise rights of Midwest Express Clinic under these Terms of Service. Any obligations or duties which by their nature extend beyond the termination of these Terms of Service shall survive any expiration or termination of these Terms of Service. Midwest Express Clinic and/or third parties may from time to time send e-mail messages to End User containing advertisements, promotions and other such information. Midwest Express Clinic makes no representation or warranty with respect to the content of such email messages or any goods or services which may be obtained from such third parties, and End User agrees that neither Midwest Express Clinic nor such third party shall have any liability with respect thereto. Recognizing the above, End User chooses to voluntarily enter this space and to use the Service and to not hold Midwest Express Clinic responsible for any action or inaction on either of their parts. End User chooses to use the service and to abide by the terms and conditions set forth here.

## **Midwest Express Clinic Privacy Policy**

### **Our Commitment to Privacy**

Midwest Express Clinic respects the privacy of users on the Internet and has developed this privacy policy to protect user privacy on its Web sites. The purpose of this policy is to explain the types of information Midwest Express Clinic obtains about the users of the Midwest Express Clinic Easter Egg Hunt Contest, how the information is obtained, how it is used, how it may be disclosed to others, and how users can restrict its use or disclosure.

### **Personally Identifiable Information**

Online privacy concerns focus on the protection of "personally identifiable" information which an individual or customer reasonable expects to be kept private. As the term suggests, "personally identifiable" information is information that can be associated with a specific individual or entity.

The only personally identifiable information Midwest Express Clinic obtains about individual users through our web sites is information supplied voluntarily by the user. Users interacting with our sites may provide Midwest Express Clinic with name, address, telephone number, e-mail address, domain name or URL or other personally identifiable information that Midwest Express Clinic may use for its own business purposes. Midwest Express Clinic will collect and

use this information for the ability to provide and change service, to anticipate and resolve problems with your service, for billing purposes, or to create or inform you of products and services that better meet your needs.

### **Non-Personally Identifiable Information**

Midwest Express Clinic does collect some non-personally identifiable generic information about our users as a means of measuring the effectiveness of our web sites. Midwest Express Clinic identifies certain user information in the normal course of operation, but such information does not reveal a user's personal identity. We collect this information only in the aggregate and use it to evaluate and improve our web sites. The following are examples of non-personally identifiable generic information:

**IP Addresses:** An IP address is a number that is assigned to a user's computer whenever that user is using the World Wide Web. Web site servers must be able to identify individual computers by their IP address. Midwest Express Clinic collects IP addresses for the purposes of system administration security and to report aggregate usage information. Midwest Express Clinic does not link IP addresses to any personally identifiable information.

**Computer settings:** Settings, technical and other information from your computer, such as your operating system, browser version, connectivity, various communication parameters and other information related to the operation and interaction of Midwest Express Clinic web sites may be collected by Midwest Express Clinic. Except as otherwise provided in this policy, Midwest Express Clinic will use such information solely in order to provide technically appropriate formatting of information provided by Midwest Express Clinic. The collection of this information will not include any personally identifiable information about you or any individual user.

### **Cookies**

Cookies are pieces of information that are used for record keeping purposes. Cookies allow Midwest Express Clinic to save certain information about a user, such as individual preferences, in order to facilitate and enhance the user's future activity on the Midwest Express Clinic web site. Midwest Express Clinic will not use cookies to retrieve information from a user's computer that was not originally sent in a cookie. Except as otherwise provided in this policy, Midwest Express Clinic shall not use information transferred through cookies for any promotional or marketing purposes, and shall not share that information with any third parties for any reason. A user may refuse cookies by turning off that feature on their web browser.

### **Disclosure**

Midwest Express Clinic will not sell, trade, or disclose to third parties any personally identifiable information derived from registration for or use of a Midwest Express Clinic service without the consent of the customer, except as required by subpoena, search warrant, or court order pursuant to applicable law, regulation or legal process or in the case of imminent physical harm to the customer or others.



## Non-Participation

Any user who does not wish to receive further contacts from Midwest Express Clinic may write to <https://midwestexpressclinic.com/locations/>.

## Data Security

Midwest Express Clinic will protect the confidentiality of its customer's personally identifiable information to the fullest extent possible and consistent with law and legitimate interests of Midwest Express Clinic and its employees. To protect the loss, misuse, and alteration of such information, Midwest Express Clinic has appropriate physical, electronic and management procedures in place.

## Contact Us

If you have any questions about this privacy policy, the practices of this site, or your dealings with this web site, you can contact us by writing to <https://midwestexpressclinic.com/locations/>

Midwest Express Clinic is not responsible for the content or the privacy practices of non-Midwest Express Clinic web sites, including web sites reached through a link on a Midwest Express Clinic web site. Other web sites may have different privacy policies, or no policy. Users should review the privacy policies of any web site before providing personal information.

Should Midwest Express Clinic modify its practices regarding the collection and use of information obtained from users in the future, this privacy policy will be amended to reflect such modifications.