## InvoiceCloud, Inc.

## Official Rules: InvoiceCloud Sweepstakes ("Sweepstakes")

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING. THIS SWEEPSTAKES IS INTENDED FOR THE UNITED STATES ONLY, INCLUDING WASHINGTON D.C. DO NOT PARTICIPATE IF RESIDING OUTSIDE THE UNITED STATES AT THE TIME OF ENTRY. SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. VOID IN PUERTO RICO AND WHERE PROHIBITED BY LAW. INCORRECT AND INCOMPLETE ENTRIES ARE VOID.

Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules ("Official Rules") and the decisions of InvoiceCloud, Inc. ("Sponsor") as final in all matters relating to this Sweepstakes. By participating, you agree to be contacted by Sponsor with Sweepstakes related communications.

**Eligibility:** Sweepstakes is open to legal U.S. residents, excluding residents of Puerto Rico, who are age of majority or older in their state of residence (19+ in AL and NE; 21+ in MS; 18+ in all other states). All federal, state and local laws and regulations regarding the eligibility of participants apply. This Sweepstakes is void where prohibited or restricted by law. This Sweepstakes is only open to natural persons and the following are ineligible: corporations, businesses, non-profit organizations, governmental agencies or other similar entities. Employees of InvoiceCloud, Inc. and their respective affiliates, employees of InvoiceCloud Billers or clients, prize suppliers, advertising and promotion agencies, and their immediate families (spouse, parents, children and siblings and their respective spouses) and individuals living in the same households, whether related or not, are ineligible. For purposes of these Sweepstakes, an InvoiceCloud "Biller" means the direct InvoiceCloud customer that has executed a services agreement with InvoiceCloud.

**Sweepstakes Period:** Sweepstakes begins July1, 2023 and ends at 11:59 p.m. EST on August 31, 2023 ("Sweepstakes Period").

## How to Enter:

You (the "entrant" or "payer") may enter the Sweepstakes through one or more of the following methods:

- 1) By paying your bill online with an enrolled InvoiceCloud Biller during the Sweepstakes Period;
- 2) Mailing a 3X5 index card via the alternate method of entry described below.

When you pay your bill online with an enrolled InvoiceCloud Biller between July 1, 2023 and August 31, 2023, you will be entered in the sweepstakes with one entry per bill paid with a maximum of two entries. The InvoiceCloud service website's database clock will be the official timekeeper for the Sweepstakes. Internet entry must be made by the entrant, through participating Billers on the InvoiceCloud payment portal. In addition, any payer that is enrolled in autopay and pays a bill during the Sweepstakes Period will be auto-enrolled into the Sweepstakes ("Auto-Enrolled Entrant"). Auto-Enrolled Entrants may click the opt-out link provided below to be removed from the Sweepstakes.

To opt-out of the Sweepstakes, click the opt-out link <u>CLICK HERE</u> when presented with the Sweepstakes announcement.

If you would like to enter the Sweepstakes other than through paying your bill online with an enrolled InvoiceCloud Biller, you may do so by sending a 3x5 index card with the following hand printed words: InvoiceCloud Sweepstakes, your name, address, email address, and telephone number. Send the card to: InvoiceCloud, 30 Braintree Hill Office Park, Suite 303, Braintree, MA, 02184; Attn: Sweepstakes Department. Entries must be postmarked by August 31, 2023. Entries become the property of the Sponsor and will not be acknowledged or returned. Mechanically reproduced entries will not be accepted. Entries using macro, robotic, script or other forms of automatic entry will be disqualified. Proof of submission does not constitute proof of entry. Sponsor is not responsible for: lost, late, incomplete, illegible, incorrect, delayed, garbled, undelivered, or misdirected entries. The Sponsor and InvoiceCloud Billers are not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by the Sponsor or presenter on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. If for any reason the Internet portion of the program is not capable of running as planned, including 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 this Sweepstakes, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes.

**LIMIT TWO ENTRIES PER PERSON REGARDLESS OF ENTRY METHOD**. Sponsor reserves the right to disqualify any person or e-mail address that submits more than maximum allowed entries.

## CAUTION: ANY ATTEMPT BY YOU TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM YOU TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**Winner Selection/Odds:** The prize winners will be selected by InvoiceCloud from among all eligible entries received by InvoiceCloud in a random drawing on or about the following drawing date(s): September 14, 2023. The drawing will be conducted by the Sponsor, whose decisions are final in all matters relating to the Sweepstakes. The actual odds of winning will depend upon the total number of actual eligible entries received during the Sweepstakes Period.

**Prizes:** A total of thirty five (35) Sweepstakes prizes will be awarded during the Sweepstakes Period. The prizes consist of: (i) twenty (20) \$200 Amazon gift cards (with an ARV of \$200 each), (ii) ten (10) iPad Airs, (with an ARV of \$749 each); and (iii) five (5) AirPod Maxs', (with an ARV of \$549 each); All prizes are non-transferable, except by Sponsor which reserves the right to substitute a prize of equal value. If the actual value of any prize turns out to be less than the stated ARV or APV, the difference will not be awarded in cash. The winning prize is provided "AS-IS" and Sponsor provides no warranty. To the extent that the third-party manufacturer of the product provides any warranty with the prize, Sponsor shall pass such warranty through to the winner. Experiencegift, Apple, and Sendoso are in no way affiliated with this Sweepstakes or with the Sponsor. Neither the use of Experiencegift, Apple, and/or Sendoso products as prizes, nor the use of Experiencegift's, Apple's, and/or Sendoso's trademarks in connection with this Sweepstakes, are intended to create a sense of endorsement or sponsorship by, or other false association with, Experiencegift, Apple, and/or Sendoso or their products. In the event an advertised prize is not available, the Sponsor may substitute a prize of equal or greater value. All costs, taxes, fees, and expenses associated with any element of the prize not specifically addressed above are the sole responsibility of the respective winners and any accompanying guest(s).

**Prize Notification:** The thirty five (35) winners will be notified by email, phone or mail based upon available contact information ("Notification"). If a prize winner does not respond to InvoiceCloud's Notification within 48 hours of InvoiceCloud's first Notification attempt, the prize will be forfeited and awarded to an alternate winner. Once a prize winner responds to InvoiceCloud's Notification within the 48-hour window, the prize winner will thereafter have 48 hours to accept or reject the prize after their initial response to InvoiceCloud's Notification. Winners of a grand prize have 7 days to claim the prize after InvoiceCloud's first Notification attempt. Grand prizes will be sent directly to the winner. All other prizes may be shipped by InvoiceCloud to valid U.S. addresses, excluding addresses of Puerto Rico. By accepting a prize, the winner consents to the use of their name and likeness for publicity purposes without further compensation, unless otherwise prohibited by law. Please see "Publicity Rights" section below for more information.

**Winners:** For the names of the thirty-five (35) winners, available on or about September 30, 2023, send a self-addressed stamped envelope by mail to: InvoiceCloud, Inc., 30 Braintree Hill Office Park, Suite 303, Braintree, MA 02184; Attn: Sweepstakes Department. These Official Rules will be available on participating InvoiceCloud Payer Portal websites during the Sweepstakes Period.

General Conditions: These Official Rules shall be interpreted exclusively in accordance with Massachusetts law. BY PARTICIPATING IN THE SWEEPSTAKES AND/OR ACCEPTING ANY PRIZE. ALL ENTRANTS, PRIZE WINNERS, ACCOMPANYING GUEST(S), AND THEIR RESPECTIVE HEIRS, EXECUTORS, AND ADMINISTRATORS AGREE TO RELEASE, INDEMNIFY, AND HOLD HARMLESS THE SPONSOR AND SPONSOR'S CUSTOMERS, BILLERS, PARTNERS, EMPLOYEES, OFFICERS, DIRECTORS, PARENTS, SUBSIDIARIES, AGENTS, REPRESENTATIVES, AFFILIATES, DISTRIBUTORS, SALES REPRESENTATIVES, SUCCESSORS, ASSIGNS, INSURERS, ADVERTISING AND PROMOTIONAL AGENCIES, AND ANY IMMEDIATE FAMILY MEMBERS THEREOF (COLLECTIVELY, "RELEASED PARTIES"), FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES, HARM, DAMAGES, COSTS OR EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES), CLAIMS OR CAUSES OF ACTION OF ANY KIND ARISING DIRECTLY OR INDIRECTLY FROM PARTICIPATION IN THE SWEEPSTAKES, THE RECEIPT, ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY SWEEPSTAKES PRIZE (INCLUDING ANY ASSOCIATED TAX OR SIMILAR LIABILITY), OR ANY PUBLICITY ABOUT THE SWEEPSTAKES, INCLUDING BUT NOT LIMITED TO: (A) ANY TECHNICAL ERRORS THAT MAY PREVENT ENTRY SUBMISSION; (B) UNAUTHORIZED HUMAN INTERVENTION IN THE SWEEPSTAKES; (C) PRINTING ERRORS; (D) LOST, LATE, POSTAGE-DUE, MISDIRECTED, OR UNDELIVERABLE MAIL; (E) ERRORS IN THE ADMINISTRATION OF THE SWEEPSTAKES OR THE PROCESSING OF ENTRIES OR PRIZE DELIVERY; (F) INJURY, DEATH, OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM PARTICIPATION IN THE SWEEPSTAKES OR RECEIPT OF ANY PRIZE, OR WHILE PREPARING FOR, PARTICIPATING IN AND/OR TRAVELING TO OR FROM ANY PRIZE RELATED ACTIVITY; OR (G) ANY CLAIMS BASED ON RIGHTS OF PUBLICITY, RIGHTS OF PRIVACY, OR DEFAMATION. RELEASED PARTIES DO NOT ASSUME OR HAVE ANY RESPONSIBILITY OR LIABILITY WHATSOEVER FOR TECHNICAL, HARDWARE. SOFTWARE OR TELEPHONE MALFUNCTIONS OF ANY KIND. LOST OR UNAVAILABLE NETWORK CONNECTIONS, PRINTING, TYPOGRAPHICAL, HUMAN OR OTHER ERRORS, INCLUDING, WITHOUT LIMITATION, THE AWARD OF THE PRIZES, THE PROCESSING OF ENTRIES OR IN ANY SWEEPSTAKES RELATED MATERIALS; FOR ENTRIES OR SIGNUPS THAT ARE CORRUPTED, MISDIRECTED, INCOMPLETE, LOST, STOLEN, LATE, UNDELIVERED, DELAYED, GARBLED, DAMAGED, ILLEGIBLE OR POSTAGE DUE; FOR TRANSACTIONS OR ENTRIES THAT FAIL TO ENTER INTO THE PROCESSING SYSTEM. OR ARE REPORTED OR TRANSMITTED LATE OR INCORRECTLY OR ARE LOST FOR ANY REASON; OR FOR ANY INJURY OR DAMAGE TO AN ENTRANT'S OR ANY OTHER PERSON'S COMPUTER RELATING TO OR **RESULTING FROM PARTICIPATION IN THIS SWEEPSTAKES OR DOWNLOADING ANY** MATERIALS IN THIS SWEEPSTAKES. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, ALL ENTRANTS, PRIZE WINNERS, AND ACCOMPANYING GUEST(S) FURTHER AGREE THAT IN ANY CAUSE OF ACTION, THE RELEASED PARTIES' LIABILITY WILL BE LIMITED TO THE COST OF ENTERING AND PARTICIPATING IN THE SWEEPSTAKES, AND IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR ATTORNEY'S FEES. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, ALL ENTRANTS, PRIZE WINNERS, AND ACCOMPANYING GUEST(S) WAIVE THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, CONSEQUENTIAL, DIRECT, EXEMPLARY, INCIDENTAL OR INDIRECT DAMAGES. Sponsor reserves the right in its sole discretion to disgualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules. If, in the Sponsor's opinion, there is any suspected or actual evidence of tampering or corruption or if the Sweepstakes is compromised by virus, bugs, or any unauthorized human intervention, or any other causes beyond the control of the Sponsor and it is not capable of running as planned, Sponsor reserves the right to modify, suspend or to terminate the Sweepstakes and conduct a random drawing to award the prize(s) using all eligible non-suspect entries received as of the Sweepstakes termination date. If the Sweepstakes is terminated prior to the Sweepstakes Period, notice will be posted on the InvoiceCloud website. In addition, all entrants waive any right to rescind these Official Rules or seek any injunctive or any other equitable relief. Any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually and in the entrant's individual capacity, without resort to any form of class action, whether as a named plaintiff or class member in any purported class or representative proceeding. All dispute resolution shall be made by the Sponsor in its sole discretion. Prize winners and any accompanying guest(s) fully understand and agree that: (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, "COVID-19") is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are or have been present; (b) no precautions, including the protocols that may be implemented from time to time based upon public health and governmentsponsored guidelines, can eliminate the risk of exposure to COVID-19; (c) while people of all ages and

health conditions have been adversely affected by COVID-19, certain people have been identified by public health authorities as having greater risk based on age and/or underlying medical conditions; and (d) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition.

Some jurisdictions do not allow certain limitation or exclusion of liability, so the foregoing may not apply to every entrant. Entrants, prize winners, and any accompanying guest(s) further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing and other releases contained herein are hereby expressly and forever waived. Entrants, prize winners, and any accompanying guest(s) acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

**Data Collection:** Information collected from entrants, prize winners, and any accompanying guest(s) is subject to Sponsor's privacy policy, located at: <u>https://invoicecloud.net/privacy-policy</u>

**Publicity Rights:** To the fullest extent permitted by law, each winner grants to Released Parties the right to use his/her name, likeness, hometown and biographical information, for any lawful purpose (including but not limited to advertising and promotion), in perpetuity, in any media now known or hereafter developed, worldwide and on the Internet and World Wide Web, without further permission or compensation, except where prohibited by law.

**Social Media Disclosure:** This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram, Twitter, YouTube, Google or any other social media, mobile application, over-the-top application, or similar platform where this Sweepstakes may be promoted, advertised or otherwise used to disseminate information relating to the Sweepstakes. You understand that all information is being provided to Sponsor and not to Facebook, Instagram, Twitter, YouTube, Google or any other social media where this Sweepstakes may be promoted, advertised or otherwise used to disseminate information relating to the Sweepstakes. You understand that all information is being provided to Sponsor and not to Facebook, Instagram, Twitter, YouTube, Google or any other social media where this Sweepstakes. Sponsor is not responsible for practices, terms or actions taken by any of these or other social media and web services sites. You understand that you are required to comply with the applicable terms and conditions of those social media platforms.

**Force Majeure**: Sponsor shall not be liable to entrants, prize winners or any other person or entity for failure to execute the Sweepstakes, or supply a prize or any part thereof, by reason of any act of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulation, order or request proves to be invalid), equipment failure, terrorist act, cyber-attack, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, epidemics, pandemics, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, cancellation or delay of any event, or any similar or dissimilar event beyond Sponsor's reasonable control.

**Severability**: The invalidity, illegality, or unenforceability of any provision of these Official Rules shall in no way affect the validity, legality, or enforceability of any other provision hereof. Any invalid, illegal, or unenforceable provision shall be deemed severed from these Official Rules and the balance of these Official Rules shall be construed and enforced as if these Official Rules did not contain such invalid, illegal, or unenforceable provision.

**Sponsor:** The Sponsor of the Sweepstakes is InvoiceCloud, Inc., 30 Braintree Hill Office Park, Suite 303, Braintree, MA 02184.