

**ASCP MEMBERSHIP REFERRAL GIVEAWAY  
OFFICIAL RULES AND REGULATIONS**

**Please read this Official Rules. You must agree to accept and comply with these Rules to participate in the Giveaway.**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING. THE ODDS OF WINNING DEPEND ON THE NUMBER OF VALID ENTRIES RECEIVED DURING THE ENTRY PERIOD.**

**Entry Period:** The ASCP Membership Referral Giveaway (the "Giveaway"), sponsored by the American Society for Clinical Pathology ("ASCP" or "Sponsor"), begins on August 17, 2020 at 9:00 a.m. Central Time ("CT") and ends on August 16, 2021 at 5:00 p.m. CT (the "Entry Period"), during which time all entries must be received in order to be eligible. The computer clock of Sponsor's webmaster is the official timekeeping device of the Giveaway.

**Eligibility:** The Giveaway is open to individuals who have reached the age of majority in their jurisdictions of residence as of August 17, 2021 and who do not reside in Cuba, Iran, North Korea, Sudan or Syria. The Giveaway is void where prohibited by law. Employees, and members of their immediate families (defined for these purposes as including parents, spouses, children, siblings, grandparents, and each of their respective spouses) or households (whether related or not) are not eligible to participate. **By participating in the Giveaway, you agree to be bound by these Official Rules and the decisions of the judges which are final.** Winning a prize is contingent upon fulfilling all the requirements in these Rules.

**How to Enter:** There are two ways to enter:

(1) All eligible individuals who purchase or renew their ASCP membership online by January 1, 2021 will be given a referral code which they can give to any individual who has never previously paid for an ASCP membership. All eligible individuals whose referral code is used by a new ASCP member to pay for their ASCP 2021 membership (of any category) during the Entry Period will be automatically entered into the Giveaway.

(2) All eligible individuals may also enter the Giveaway by legibly printing their name, mailing address, telephone number and email address, and the words "ASCP Membership Referral Giveaway Entry" on a 5" x 3" or 6" x 4" card and mailing it to: ASCP, 33 W. Monroe, Suite 1600, Chicago, Illinois 60603, ATTENTION: ASCP Membership Referral Giveaway (Membership).

All entries must be received by the close of the Entry Period in order to be eligible. All entries become the property of Sponsor and will not be acknowledged or returned. If you do not provide your name, mailing address, email address and telephone number, you will NOT be eligible for the Giveaway.

Each entrant is eligible to win only one of the prizes to be awarded. **YOUR MEMBERSHIP RENEWAL OR PURCHASE DOES NOT INCREASE YOUR CHANCE OF WINNING. NO PURCHASE OR RENEWAL IS NECESSARY TO BE ENTERED IN THE GIVEAWAY.**

Sponsor reserves the right to disqualify illegible, incomplete, misdirected, late, or falsified entries. Sponsor is not responsible for lost, illegible, incomplete, misdirected, late, or falsified entries, whether or not such circumstances were caused in any way by Sponsor or one of Sponsor's agents. Sponsor is not responsible for the unavailability or inaccessibility of any transmissions, telephone, mail, or Internet service, or unauthorized human intervention in any part of the entry process or the Giveaway.

By entering this Giveaway, you acknowledge that the judges and Sponsor, as well as their respective officers, directors, employees, representatives and agents, do not make, nor are in any manner responsible for, any warranty or representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness, or merchantability of any aspect of any prize.

**Selection of Winners.** You have not yet won. Two winners will be determined by a random selection on a monthly basis from all eligible entries received during the Entry Period. Each winner will only be eligible to receive one (1) prize. Selection will take place on a monthly basis during the Entry Period, with the final selection taking place within thirty (30) days following the closing of the Entry Period. Winner selection will be conducted by the Sponsor, the decision of which is final. By participating, you agree to be bound by the selection of the winner by the Sponsor, which shall be final and binding in all respects. The odds of winning depend on the total number of eligible entries received by the dates of the monthly random selections.

Each winner will be notified by at least one of the following methods: U.S. Mail, email, telephone or overnight courier. Sponsor will send a prize to each winner within twenty (20) days following winner verification. A winner's failure to claim the prize or failure to comply with any of the Official Rules will result in disqualification and an alternate winner may be selected. If a winner's address is incorrect, illegible, or invalid, the winner will be disqualified and an alternate winner may be selected. Sponsor is not liable for awarding any prize to an entrant who has violated these Official Rules. If a winner has already won a prize in the Giveaway, then an alternate winner may be selected.

By entering the Contest and submitting an Entry, each entrant: (i) grants to the Sponsor an irrevocable, perpetual, fully paid, worldwide non-exclusive license to the Sponsor to reproduce, distribute, or display the name provided on the Entry in connection with the Giveaway and advertising or promotion of the Giveaway or for any other reason, in any media now or hereafter known; and (ii) agrees to release and hold harmless the Sponsor and its agents, employees, directors, successors, assigns, and contractors ("Releasees") from and against any and all claims that in any way relate to the Giveaway or the entries. The Sponsor reserves the right, in its sole and absolute discretion, to post any name from any entry on its Website, as well on any or all of the Sponsor's social media sites ("Social Site(s)") or any other affiliated media channels and applications, without further consent or compensation to the entrant. Display or publication of any name from any Entry on any website owned, maintained or affiliated with the Sponsor does not indicate the entrant will be selected as a winner under the terms of the Contest. Sponsor will not be required to pay any additional consideration or seek

any additional approval in connection with such use. Additionally, by entering, each entrant grants to Sponsor the unrestricted right to use all statements made in connection with the Giveaway, and pictures or likenesses of the Contest entrants, or choose not to do so, at its sole discretion. Sponsor will not be required to pay any additional consideration or seek any additional approval in connection with such use.

Each entrant further agrees to defend, indemnify and hold harmless the Releasees from any and all claims, liabilities, damages, expenses and costs (including legal fees) brought or asserted by or on behalf of any third party against any of the Releasees arising in connection with entrant's participation in the Giveaway or acceptance or use of a prize.

**Prizes:** Two winners will be selected on a monthly basis. Each winner will receive an American Express gift card in the amount of \$300\_United States Dollars. The prizes cannot be exchanged for cash or transferred. The Sponsor reserves the right to substitute a prize of equal or greater value in the event the offered prize is unavailable. No substitution or transfer of prize is permitted except as provided in these Official Rules. Sponsor is not liable for any damage to the prizes occurring during delivery to the winner's address. Sponsor reserves the right, in its sole and absolute discretion, to substitute a prize with a prize of equal or greater value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award.

The prizes shall be awarded without warranty from Sponsor of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

Each winner of the Giveaway is responsible for the reporting, filing and payment of all applicable federal, state, and local taxes on receipt of the prize.

**Rights Granted by you:** By entering this Sweepstakes, you understand that ASCP, anyone acting on behalf of ASCP, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your Entry, including, without limitation, the Entry and the winner's name, portrait, picture, voice, likeness, image or statements about the giveaway, and biographical information as news, publicity or information or for trade, advertising, public relations and promotional purposes without any further compensation.

**Terms:** Sponsor reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Giveaway or amend these Rules should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Giveaway, or for any other reason. In such case, Sponsor may select the recipients from all eligible Entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Giveaway or website or violates these Rules.

Sponsor has the right, in its sole discretion, to void Entries for any reason, so as to maintain the integrity of the Giveaway.

Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the Giveaway may be a violation of criminal and civil laws and should such an attempt be made; Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.

**Limitation of Liability and Release:** By entering, you agree to release and hold harmless ASCP and its subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, "Releasees") from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) your participation in the Giveaway or your acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, smart phone, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet; (iv) unauthorized human intervention in any part of the Entry process or the Giveaway; or (v) electronic or human error which may occur in the administration of the Giveaway or the processing of Entries.

**Disputes:** THIS GIVEAWAY IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND OF ILLINOIS, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Giveaway, you agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Giveaway, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Chicago, Illinois, having jurisdiction. Further, in any such dispute, under no circumstances will you be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than your actual out-of-pocket expenses (i.e. costs associated with entering the Giveaway), and you further waive all rights to have damages multiplied or increased.

**Privacy Policy:** Information submitted with an Entry is subject to the Privacy Policy stated on the Sponsor's Web Site. Sponsor's Privacy Policy can be found at: [www.ascp.org](http://www.ascp.org). By participating in the Giveaway you hereby agree to Sponsor's collection and usage and release of your personal information as described in Sponsor's privacy policy and as authorized in these rules.

**Winners List:** To obtain a copy of the winner's names or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: American Society for Clinical Pathology, 33 W. Monroe Street, Suite 1600, Chicago, Illinois, 60603, United States of America (ATTENTION: ASCP MEMBERSHIP REFFERAL GIVEAWAY (MEMBERSHIP)). Requests must be received no later than August 17, 2021.

**Sponsor:** The Sponsor of the Sweepstakes is American Society for Clinical Pathology, 33 W. Monroe Street, Suite 1600, Chicago, Illinois, 60603, United States of America.

**General Conditions:**

- a.** By entering the Giveaway, each entrant agrees to the use of their Entry, along with the name provided in connection with that Entry without further notice or compensation, in any publicity or advertisement carried out by the Sponsor in any manner whatsoever, including print, broadcast or the Internet.
  
- b.** The Releasees will not be liable for: (i) any failure of the Website or 3<sup>rd</sup> party sites during the Giveaway; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment, or software; (iii) the failure of any Entry to be received or recorded for any reason, including, but not limited to, technical problems or traffic congestion on the Internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Giveaway; and/or (v) any combination of the above.
  
- c.** The Releasees assume no responsibility for lost, delayed, incomplete or misdirected Entries. This Giveaway is subject to all applicable federal, state, provincial, municipal, or other applicable laws of whatever nature. The decisions of the Sponsor with respect to all aspects of this Giveaway are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entries and/or entrants.
  
- d.** The Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Giveaway (or to amend these Rules) in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Giveaway as contemplated by these Rules. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Giveaway in any way (as determined by Sponsor in its sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Giveaway, or to amend these Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason.
  
- e.** The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant or Entry with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Giveaway as contemplated in these Rules, or for any other reason.

**f.** All intellectual property used by the Sponsor in connection with the promotion and administration of the Giveaway, including, without limitation, all trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned (or licensed, as the case may be) by the Sponsor or its affiliates or licensors in the United States and elsewhere. All rights are reserved. Unauthorized copying or use of any such intellectual property without the express written consent of its owner is strictly prohibited.

**g.** In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Giveaway-related materials, including, but not limited to: the Website or any advertising or promotions for the Giveaway, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.

**h.** THIS GIVEAWAY IS VOID WHERE PROHIBITED. Entrants agree that this Giveaway shall be subject to and governed by the laws of the State of Illinois (without regard to conflicts of law principles), and the forum for any dispute shall be in the State of Illinois, United States of America. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and any entrant expressly waives any and all such rights.

American Society for Clinical Pathology.

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