

We're on a mission.

## "MVP PREP TO ACHIEVE PROGRAM" CONTEST OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. NO PURCHASE OR PAYMENT OF ANY KIND WILL INCREASE YOUR CHANCES OF WINNING.

Mission Veterinary Partners ("MVP") has developed the MVP Prep to Achieve Program and has partnered with Edcetera in connection with Edcetera's VetPrep Educational Course ("VetPrep Course") that helps individuals prepare for the North American Veterinary Licensing Examination ("NAVLE"). As part of the MVP Prep to Achieve Program, MVP is offering a prize ("Prize"), either in the form of a refund for the VetPrep Course from Edcetera in the amount of the tuition paid for the VetPrep Course (if the winner has already paid tuition on or before the date on which he/she won the Prize), or the ability to participate in the VetPrep Course without charge (if the winner had not yet paid tuition for the VetPrep Course before the date on which he/she wins the Prize).

MVP shall give away 100 Prizes with 2 opportunities to win ("Contest"):

- (1) On or before December 31, 2023, a total of 90 Prizes will be offered to individuals who have elected to apply for the Prize during the Contest Period, and who have accomplished certain academic achievements (as determined by MVP) based on information provided to MVP either through registration for the VetPrep Course (if the individual elects to apply) or through the Alternative Method of Entry described in Section 5(b) below (each an "Academic Achievement Winner").
- (2) On or before April 3, 2023, a total of 10 additional Prizes will be offered to individuals, provided that individual has not been selected as an Academic Achievement Winner, through a second type of drawing where individuals are randomly selected to win a Prize (each a "Random Winner").

BY PARTICIPATING IN THE CONTEST, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO MVP AND THE PROMOTION ENTITIES (DEFINED BELOW) FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

- 1. <u>Contest Period</u>. The entry period for the Contest begins at 9:00 a.m. Eastern Standard Time ("*EST*") on January 16, 2023 and ends at 11:59 p.m. EST on March 27, 2023 ("*Contest Period*").
- 2. <u>Eligibility</u>. The Contest is only open to legal residents of the United States, except New York and Florida (the "*Territory*"), who are eighteen (18) years of age or older at the time of play and have either graduated from an accredited veterinary school within the previous twelve (12) month period or will be graduating from an accredited veterinary school within twelve (12) months following the date of entry. Employees, officers, and directors of MVP, and any promotion agencies engaged by MVP for purposes of the Contest (collectively, the "*Promotion Agencies*"), and their immediate family members (mother, father, sister, brother, husband, wife, daughter, son, step-father, step-mother, step-daughter, step-son, step-brother, step-sister, half-brother, half-sister and as more fully defined by the IRS) and/or those living in the same household of each are not eligible to participate in the Contest. The Contest is void outside of the Territory and where prohibited or restricted by law. Eligibility is subject to all federal, state, and local laws and regulations.

- 3. Acceptance of Official Rules. By entering this Contest, each entrant ("Entrant") represents and warrants that he/she meets the eligibility requirements described above and has read, accepts and will comply with these "Official Rules", and each Entrant acknowledges that any violation of these Official Rules may disqualify Entrant from the Contest. By participating in the Contest, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of MVP, including the interpretation of these Official Rules, which will be final and binding in all respects.
- 4. <u>Limitation on Entries</u>. Each Entrant may submit one (1) entry to the Contest. Individuals submitting more than one (1) entry will automatically be disqualified. MVP reserves the right, in its sole and absolute discretion, to disqualify any entry that, or Entrant who, does not comply with these Official Rules. Entrants are not eligible to win the Contest more than once.
- 5. <u>How to Enter the Contest</u>. During the Contest Period, individuals may enter the Contest as follows (each an "*Entry*" or "*Entries*"):
  - (a) Entry During Registration for VetPrep Course. Individuals will have the opportunity to enter the Contest at the time he/she is registering for the VetPrep Course. If an individual elects to enter the Contest while registering for the VetPrep Course, after providing the necessary information requested by VetPrep during the registration process, the Entrant will be asked to answer additional questions relating to the Entrant's post-graduation goals, including but not limited to, the intended focus of his/her practice, internship/residency interests, practice location preferences, veterinary membership affiliations, etc.
  - (b) Alternative Method of Entry. Individuals may also enter the Contest by emailing MVP during the Contest Period at <a href="mailto:sweepstakes@mvetpartners.com">sweepstakes@mvetpartners.com</a>. The email must be titled "MVP PREP TO ACHIEVE PROGRAM". Upon request, an Entry form will be emailed to the Entrant requesting the information detailed above, along with additional information, including but not limited to the following: first and last name of Entrant, email address, home address, the school from which the Entrant is graduating and the anticipated date of graduation. By emailing MVP, each Entrant agrees to these Official Rules. Subsequent Entries determined to be submitted from the same email address or from the same individual using different email addresses are in violation of this rule and will be declared ineligible.

Entries that are not received during the Contest Period will not qualify for Entry in the Contest. All Entries become the sole and exclusive property of MVP and receipt of Entries will not be acknowledged or returned. MVP is not responsible for lost, late, illegible, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled Entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt by MVP. By entering this Contest, each Entrant gives MVP his/her permission to hold and use his/her personal details, including but not limited to his/her name, postal address, email address, and telephone number for the purposes of operating the Contest, as applicable. Released Entities (as defined in Section 11 below) are not responsible for incomplete, invalid, delayed or misdirected Entries, all of which will be void.

- 6. <u>Drawings</u>. Those individuals who have not been selected as an Academic Achievement Winner will be entered into a drawing pool. There will be 10 random drawings from the drawing pool (each a "*Drawing*"). One (1) Random Winner will win a Prize at each Drawing. The first Drawing will occur during the first week of the Contest Period, and Drawings will continue once each week thereafter, with the last drawing to occur on or before April 3, 2023 (for a total of 10 Random Winners). Odds of winning a Prize during a Drawing depend upon the number of eligible Entries received during the applicable Contest Period. Prize award is subject to verification of eligibility and compliance with these Office Rules, and each Winner agrees to be bound by the Official Rules and all decisions of MVP, whose decisions are final on all matters relating to this Contest.
- 7. <u>Prizes</u>. Each Academic Achievement Winner and each Random Winner (each a "*Winner*" and collectively, the "*Winners*") will receive a Prize. If the Prize is in the form of a refund from Edcetera for

the VetPrep Course, the amount shall be refunded in the same manner and to the same account utilized by Entrant when he/she paid the tuition for the VetPrep Course. The value of the each Prize is \$450. All taxes and costs associated with acceptance and use of the Prizes not otherwise set forth in these Official Rules are the obligation of the Winners. Prizes are not transferable. No assignment, transfer, cash redemption, or substitution of Prize is permitted, except that MVP reserves the right to award a prize of equal or greater value in the event the Prize is unavailable for any reason. The Winners may be required to provide MVP with a valid Social Security Number or tax identification number before the Prize will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of each Winner for the actual value of the Prize received. MVP will not replace any Prize that is undeliverable or does not reach the Winner because of incorrect or changed Entrant information. If MVP determines at any time, in its sole discretion, that a Winner is disqualified, ineligible or in violation of these Official Rules, MVP reserves the right to disqualify that Winner. MVP makes no guaranties relating to the VetPrep Course or the Entrant's ability to pass the NAVLE, and hereby disclaims any and all such guaranties, express or implied.

- 8. <u>How to Claim a Prize</u>. To claim a Prize that is won on or before April 3, 2023, you must contact MVP during normal business hours at the contact information provided for in the email notifying you that your Entry has been selected as a Winner. All Prizes awarded to Academic Achievement Winners and Random Winners on or before April 3, 2023 must be redeemed by May 31, 2023. All Prizes awarded to Academic Achievement Winners after April 3, 2023 must be redeemed by March 1, 2024. Any Prize that is not claimed on or before the foregoing respective dates will be forfeited.
- 9. <u>Verification</u>. All Entries are subject to verification prior to the awarding of any Prize. Entries are null and void and will be rejected if not obtained in accordance with these Official Rules, or if it is determined by MVP, whose decisions will be final in all matters relating to this Contest, to be inaccurate, reproduced, counterfeited, altered, or tampered with in any way, or if any Entry contains printing, production, typographical, mechanical, or other errors. In the event of a programing or other error resulting in more Random Winners during a Drawing than the number of Prizes as stated in these Official Rules, an additional random drawing will be held among those Random Winners to award the number of Prizes as stated in these Official Rules for Prize. In no event will MVP be obligated to award more than the number of Prizes stated herein.
- 10. <u>Publicity Release</u>. Subject to applicable law, each Winner irrevocably grants MVP and the Promotion Entities, if any, and each of their licensees, and its and their successors, assigns and sub-licensees the right and permission to use his/her name, voice, likeness, and/or biographical material for advertising, promotional and/or publicity purposes in connection with the Contest, in all forms of media and by all manner (now and hereafter known), and on and in connection with related products, services, advertising and promotional materials (now known or hereafter developed), worldwide, in perpetuity, without any obligation, notice or consideration except for the awarding of the Prize to such Winner. Entrant releases MVP, the Contest and/or Promotion Entities from all claims arising out of the use of the attributes described above. Entrants agree not to disparage MVP, the Contest or the Promotion Entities, if any, at any time.
- 11. <u>Conditions</u>. BY PARTICIPATING, ENTRANTS AND WINNERS AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, AND THE PROMOTION AGENCIES AND THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS (COLLECTIVELY, "*Released Entities*"), FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE OR INJURY, COST OR EXPENSE WHATSOEVER INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WHICH MAY OCCUR IN CONNECTION WITH, PREPARATION FOR OR PARTICIPATION IN THE CONTEST, OR ACCEPTANCE OF A PRIZE OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY AND FOR ALL CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION.
- 12. <u>Tampering with the Contest/Disqualification</u>. Neither MVP nor the Promotion Entities, if any, are responsible for the actions of Entrants in connection with the Contest, including Entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or

proper conduct of the Contest. Persons found tampering with or abusing any aspect of this Contest, or whom MVP believes to be causing malfunction, error, disruption or damage may be disqualified and may be prosecuted. Additionally, any attempt to cheat the Contest, as determined at the sole and absolute discretion of MVP, may result in immediate disqualification of the Entrant, as well as other possible consequences, including disqualification from any and all existing and future Contest(s) and/or prosecution. ANY ATTEMPT BY A PERSON TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ALL LEGAL AND EQUITABLE REMEDIES FROM AND AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. MVP reserves the right, at its sole and absolute discretion, to disqualify (or terminate the Prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

- 13. Force Majeure. MVP reserves the right to modify, extend, suspend, or terminate the Contest if it determines, in its sole discretion that the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond MVP's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Contest as contemplated herein. In the event the Contest as contemplated herein cannot be conducted as planned for any reason whatsoever, MVP shall have the right, without notice, to modify, suspend, or terminate the Contest in whole or in part. In the event of termination of the Contest prior to the stated end date, MVP will post notice regarding the termination on MVP's website and will award only those Prizes for which valid Prize claims were received prior to the date/time of termination.
- 14. Entry Information and Contest Communications; Privacy; Use of Data. Each Entrant acknowledges that MVP collects and uses Entrants' personal information for the purpose of administering this Please MVP's Privacy **Policy** applicable Contest Contest. see to the https://missionvetpartners.com/preptoachieve-privacy-policy/. By participating in the Contest, Entrants hereby agree to MVP's collection and usage of their personal information and acknowledge that they have read and accept MVP's privacy policy. As a condition of entering the Contest, each Entrant gives consent for MVP and the Promotion Entities, if any, to obtain and deliver his/her name, address and other information to third parties for the purpose of administering this Contest and complying with applicable laws, regulations and rules. Any information Entrants provide to MVP may be used to communicate with Entrant in relation to this Contest.
- 15. <u>Governing Law</u>. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants or the Promotion Entities in connection with the Contest will be governed by and construed in accordance with the internal laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.
- 16. <u>Limitation of Liability; Disclaimer of Warranties</u>. IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF AN ENTRANT'S ACCESS TO AND USE OF THE SERVICE AND/OR THE CONTEST, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

The Released Entities are not responsible for: (a) any incorrect or inaccurate information, whether caused by Entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in this Contest; (b) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human

intervention in any part of the submission process of the Contest; (d) printing, typographical, technical, computer, network or human error which may occur in the administration of this Contest, the uploading, the processing or random selection of Entries, the announcement of the Prizes or in any Contest-related materials; (e) late, lost or undeliverable email; (f) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in this Contest or receipt of any Prize; (g) costs associated with claiming or redeeming the Prizes; or (h) loss or damages resulting from an Entrant's connection to the internet via any of the websites contained herein. The Released Entities are not responsible for any incorrect, mistranscribed, misdirected or undeliverable Entries, email transmissions, incorrect announcements of any kind, or for any technical problems of any kind, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. MVP assumes no responsibility for late, lost, incomplete, inaccurate or damaged Entries, or undeliverable emails resulting from any form of active or passive email filtering by a user's Internet service provider and/or email client or for insufficient space in user's email account to receive email. MVP shall not be responsible for any occurrences resulting from the Entrant's connection to the internet via MVP's Facebook Page. MVP does not accept responsibility for any damage (whether material or non-material) caused to Entrants, to their computer equipment or to data which is stored on them, or to their personal, professional or commercial activities. Proof of submitting Entries will not be deemed to be proof of receipt by MVP. The Released Entities are not responsible for any unauthorized third party use of any Entries.

- 17. Disputes and Governing Law. Entrants/Winners agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or the Prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in the state of Michigan; Entrants/Winners submit to sole and exclusive personal jurisdiction to said courts in the state of Michigan for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (c) under no circumstances will Entrants/Winners be permitted to obtain awards for and Entrants/Winners hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrants/Winners or the Released Parties in connection with this Contest shall be governed by, and construed in accordance with, the laws of the state of Michigan, without giving effect to any choice of law or conflict of law rules of provisions (whether of the state of Michigan, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of Michigan.
- 18. <u>Official Rules Requests/List of Contest Winners</u>. A copy of the Official Rules will be available at MVP's corporate offices and posted online at <a href="https://missionvetpartners.com/preptoachieve-official-rules">https://missionvetpartners.com/preptoachieve-official-rules</a>. To request a list of the Winners, Entrants may send an e-mail request to <a href="mailto:sweepstakes@mvetpartners.com">sweepstakes@mvetpartners.com</a>.
- 19. **Sponsor**. The Sponsor of this Contest is Mission Veterinary Partners, 20450 Civic Center Dr., Southfield, MI 48076.
- 20. <u>Miscellaneous</u>. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. MVP's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. When terms such as "may" are used in these Official Rules, MVP has sole and absolute discretion. Each Entrant agrees to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or

other statements contained in any Contest-related materials, privacy policy or terms of use on the Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in MVP's sole and absolute discretion. Only the Prizes described in these Official Rules will be awarded. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of MVP.