FRAMES Data® "I My Frame Gallery" OFFICIAL PROMOTION RULES

<u>Sponsor</u>: Frames Data Inc. ("<u>FDI</u>", "<u>we</u>" or "<u>us</u>"), a subsidiary of Jobson Medical Information LLC, 395 Hudson Street, NY, NY 10014.

ELIGIBILITY

This promotion (the or this "Promotion") is open to all legal U.S. residents, who are age 21 or over, and who are subscribers to the Frames Data® product My Frame Gallery, except residents of Puerto Rico, Rhode Island, any state requiring the posting of a bond for a prize of between \$100 (One Hundred Dollars) and \$1000 (One Thousand Dollars), and any state where prohibited by law. This promotion is not open to the general public or to employees, officers and directors of Frames Data Inc. or Jobson Medical Information LLC and their affiliated companies, subsidiaries, advertising and promotion agencies, or any other entities directly associated with this promotion, or members of their families who live in the same household.

HOW TO ENTER

From the page on which this Promotion is being advertised (the "Promotion Page"), go to the submission page on the Frames Data Web site at http://www.framesdata.com/heart/ (the "Submission Page"), fill out the entry form, including all required fields, and submit text with an accompanying photo or video that shows why you love My Frame Gallery, how you use it, and how it makes your job easier (a "Content Entry").

By submitting any Entry, you agree to be bound by these Official Rules.

We will accept one Entry per person.

WHAT HAPPENS AFTER YOU ENTER

First, we will determine whether your Entry is eligible to be posted. To be eligible for posting and review, your Entry must explain why you love My Frame Gallery, how you use it, and how it makes your job easier, and it must include a photo or video to illustrate how you use My Frame Gallery.

It **may not** (i) defame, misrepresent or contain disparaging remarks about other people, companies, or products, including FDI and Frames Data; (ii) be sexually explicit, profane, pornographic, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; (iii) promote the use of alcohol, illegal drugs, tobacco, firearms/weapons or a particular political agenda; (iv) be obscene or offensive; or (vi) contain materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, unless

you have written permission from that person to include his or her name, likeness, etc. in your Entry. We may reject any Entry that we determine, in our sole discretion, does not meet these criteria. We may edit any Entry in our discretion.

Once we determine that you have submitted an eligible Entry, if we wish, in our sole discretion, we may (and you hereby grant us an irrevocable, royalty-free, worldwide right and license to) reproduce and display your Entry in the Gallery, on the Frames Data® Facebook® page, via Twitter®, or otherwise as part of the Promotion, for as long as we want, without paying you or giving you anything other than a prize if you win. If you do not want to grant us these rights, or you are not willing to enter on these terms, please do not participate in this Promotion.

THEN WHAT?

Entries are then viewed by other people online. If someone likes your Entry, he or she will click on the "Love It" icon (a "Vote"). No single person can click on the same Entry more than once from one computer.

You may not use a robot to generate Votes for your Entry. If any Entry has so many more Votes than the Entry with the next highest number of Votes to be that the discrepancy cannot reasonably be explained by anything other than a robot, your Entry will be removed from the drawing.

DRAWING

On or about July 1, August 1, and September 1 2023, we will conduct a random drawings of all the Entries that have been submitted by the time of that particular drawing. The odds of winning depend on the total number of Entries at the time of the drawing. The winner of each monthly drawing will receive \$250.00 (Two Hundred and Fifty Dollars).

In addition, , the entry with the most **views** as of September 29, 2023 will win the 2nd place prize of \$500 (Five Hundred Dollars), and the entry with the most **votes** will win the Grand Prize of \$1000 (One Thousand Dollars). Views are defined as the number of times the entry was opened and viewed (but not necessarily "liked").

WHAT IS MY RESPONSIBILITY IN CONNECTION WITH ANY ENTRY THAT I SUBMIT?

You promise that (i) you created the Entry yourself; (ii) if the Entry contains any content created or owned by anyone else,including imagery, video, a quotation or a sound recording, you have written permission from that person or company to post, show or play that content as part of the Entry in the Gallery, on Facebook®, on Twitter®, and wherever else we may display or perform it if we use your Entry for general promotional purposes; (iii) if the Entry includes any name or photo, voice, or footage of any person, you have written permission to post, show or play that name, photo, voice or footage as part of the Entry in the Gallery, on Facebook®, on Twitter®, and wherever else we may display or perform it if we use your Entry for general promotional purposes; and (iv) the Entry doesn't say anything about any person or entity that is not true and does not reveal something private or embarrassing about any person or entity. If your Entry does not meet these requirements, and we are sued by someone as a result of posting it in the Gallery or elsewhere or using it for general promotional purposes, you will have to pay our legal fees.

TERMS AND CONDITIONS FOR REDEMPTION OF PRIZE

If your Entry is randomly selected in any monthly prize drawing, we will notify you by e-mail, to the address that you gave us when you submitted the winning Entry, by the end of the following month. You must claim your prize within fifteen (15) days of receiving notification from us that you have won. If you do not claim your prize within that time, we will hold a second drawing and award your prize to someone else. If you win the Grand Prize, you must sign a W-9 tax form before we can send you your prize check.

By accepting a prize, you give us permission to use your name, voice, statements, image and likeness for purposes of advertising, promotion and trade, in any medium, without paying you or giving you anything, whether or not we ask you to sign a separate permission/release document.

Each winner will be responsible for paying any applicable federal, state and local taxes. All federal, state and local laws and regulations apply.

RELEASE OF LIABILITY

You release FDI and its directors, employees, officers, parents, subsidiaries, affiliates, distributors, advertising and promotion agencies, and all others associated with the development and execution of the Promotion, from any and all liability with respect to or in any way arising from the Promotion, acceptance or use of any prize, and the posting of any Entry. If we ask you to sign a separate liability release, you will do so.

We are not responsible for any typographical or other error in the printing, the offering or the announcement of any prize or in the administration of the Promotion, whether caused by computer, technical or human error. Each winner

assumes all liability and agrees to hold us harmless for any injury or damage caused, or claimed to be caused, by participation in this promotion or use or redemption of any prize. We are not responsible for late, lost, damaged, incomplete, illegible, faulty, or incorrect entries or incorrect announcements of any kind. We reserve the right to cancel or modify the Promotion for any reason, including but not limited to, if fraud, misconduct or technical failures destroy the integrity of the Promotion; or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the Promotion as we may determine in our sole discretion. We reserve the right to disqualify, freeze or prohibit your participation in the Promotion if we suspect that you are engaging in fraud or tampering, or you fail to comply with any requirement of participation or with any provision in these Official Rules. ANY ATTEMPT TO DAMAGE OR UNDERMINE THE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. WE RESERVES THE RIGHT TO DISQUALIFY AND/OR SEEK DAMAGES FROM ANY INDIVIDUAL WHO MAKES ANY SUCH ATTEMPTS TO THE FULL EXTENT PERMITTED BY LAW.

WINNER NAMES

To request disclosure of the names of the monthly winners and/or the winner of the grand prize, you may send a self-addressed, stamped envelope to Frames Data Inc., 395 Hudson Street, New York, New York 10014, "Attention: I HEART FRAMES DATA".