

**MEDLINE 2016 PINK GLOVE DANCE® CONTEST
OFFICIAL RULES FOR NORTH AMERICA**

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

1. **CONTEST PERIOD:** The Medline Pink Glove Dance® Contest (the “Contest”) begins on May 2, 2016 at 9:00:00 a.m. Central Time (CT) and ends on September 30, 2016 at 6:00:00 p.m. CT (the “Contest Period”).
2. **SPONSOR:** Medline Industries, Inc., One Medline Place, Mundelein, Illinois 60060.
3. **ELIGIBILITY: THE CONTEST IS NOT OPEN TO INDIVIDUALS. PLEASE READ THE FOLLOWING ELIGIBILITY CRITERIA CAREFULLY, AS CERTAIN TERMS MAY BE DIFFERENT FROM PAST YEARS’ PINK GLOVE DANCE CONTESTS.**
 - a. An eligible entrant must consist of a team made up of **two (2)** of the same or different group categories listed below (each, a “Group,” and the two Groups will partner together to make a “Team”).
 - b. The Group that takes the lead in assembling the Team and creating and submitting the Entry will determine the Team’s categorization as described below. **Sponsor will make the ultimate determination as to the appropriateness of any categorization of a Group or Team, regardless of a Group or Team’s designated categorization in an Entry. Sponsor will notify the Entrant Spokesperson (as defined below) of any categorization change.**
 - (i) **Category I:** Healthcare entity (acute or long-term healthcare system or standalone healthcare provider) with 1 to 299 beds (excluding bassinets) physically existing and actually available for patient overnight use, as of May 2, 2016;
 - (ii) **Category II:** Healthcare entity (acute or long-term healthcare system or standalone healthcare provider) with 300 or more beds (excluding bassinets) physically existing and actually available for patient overnight use, as of May 2, 2016; and
 - (iii) **Category III:** Any other eligible entity including but not limited to: (a) a healthcare entity that does not admit patients overnight; or (b) a non-healthcare entity, such as a school, city/municipal department, for-profit or not-for-profit business, or club.
 - c. Each Group making up a Team must satisfy all of the following criteria:
 - (i) Be comprised of three (3) or more people;
 - (ii) Be duly organized, incorporated, established and have been in existence since

- before May 2, 2016;
 - (iii) Not be a member of any guild, union or other organization that would prohibit Group members from participating in this Contest or being awarded a Prize; and
 - (iv) Be incorporated, located in, and/or have its principal operations located in the **one of the 50 United States, the District of Columbia, Puerto Rico (excluding all other U.S. territories), or Canada (excluding Quebec).**
- d. Each eligible Team and its members (hereinafter collectively referred to as a “Team” or “Entrant,” and each member thereof also referred to herein as an “Entrant”) must designate a spokesperson (“Entrant Spokesperson”) whose Group will take the lead in assembling the Team and creating and submitting the Entry (as defined below).
- e. The Entrant Spokesperson will represent the Team in all matters related to the Contest and will communicate with Sponsor on behalf of the Team. All communications with the Entrant Spokesperson will be deemed to represent communications from the Team.
- f. The Entrant Spokesperson’s Group name will be used as the Team name for the Entrant in the Contest.
- g. Each Entrant Spokesperson must:
- (i) Be at least 18 years old or the age of majority in his/her place of legal residence, as of May 2, 2016 (whichever is older);
 - (ii) Represent and warrant that the appropriate corporate officers, executives, managers and/or other persons of the Spokesperson’s Team who have the authority to approve the Team’s participation into this Contest:
 1. Have approved the Team’s participation in the Contest and the Team’s Entry;
 2. Understand that these Official Rules will be binding on the Team; and
 3. Will validate and provide any necessary information in the event that the Team is selected as a potential winner in the Contest.
- h. Entities in any of the following categories are not eligible to participate or win a Prize in the Contest:
- (i) Employees or agents of Sponsor;
 - (ii) Sponsor's participating advertising and Contest agencies and Prize suppliers;
 - (iii) Immediate family members (defined as parents, children, siblings, spouses, or domestic partners, regardless of where they reside) and/or those living in the same household as any person in (i) or (ii) above; and
 - (iv) Entities that prohibit participation in the Contest or acceptance of a Prize.

- i. By participating in the Contest, each Entrant acknowledges that the Contest is subject to these Official Rules. The Sponsor will make the final determination of eligibility in its sole right and discretion.

4. CONTEST DATES:

May 2, 2016 at 9:00:00 a.m. CT

Registration and period for the submission of Entries opens (Entries will not be accepted prior to this date)

August 5, 2016 at 6:00:00 p.m. CT

(*Sponsor reserves the right to extend the period of entry depending on the number of Entries received and other potential factors to meet the objectives and retain the integrity of the Contest. Any such extension will be indicated on the Site.)

Period for the submission of Entries ends

September 12, 2016 at 12:00:00 p.m. CT (noon)

Voting Period begins

September 23, 2016 at 6:00:00 p.m. CT

Voting Period ends

September 30, 2016

Winners announced on or about this date on <http://www.pinkglovedance.com> (the "Site")

Sponsor may extend the time for, vary, modify or terminate this Contest at any time as Sponsor deems necessary with notice on the Site.

5. HOW TO ENTER

- a. The Entrant Spokesperson must go to the Site, register for the Contest, and access the "Pink Glove Dance Launch Package" link, which provides access to materials that may be used to promote the Contest. Each Team (except for Teams located in Vermont) will receive in the mail one (1) box containing 200 Medline GENERATION PINK® gloves for use in the video component of the entry ("Video"). Once your request is received, you should receive the Medline GENERATION PINK® gloves within five (5) to ten (10) business days.
- b. Follow the instructions to upload your Video featuring your Team wearing Medline GENERATION PINK® gloves and dancing during all or a part of **a 90 second (or less) clip** of one (1) or more of the officially licensed songs (each a "Song") listed below with links to where the Songs are available on Amazon and iTunes:

Song and Artist	iTunes	Amazon
"Gold" by Brit Nicole	https://itunes.apple.com/us/album/gold/id715836662?i=715836746	https://www.amazon.com/dp/B00BA5CSHW/ref=dm_ws_tlw_trk1
"Shut Up and Dance" by Walk	https://itunes.apple.com/us/album/shut-up-and-	https://www.amazon.com/dp/B00P6Y1OJG/ref=dm

the Moon	dance/id936832274?i=936832279	ws_tlw_trk3
“Better When I’m Dancin’” by Meghan Trainor	https://itunes.apple.com/us/album/better-when-im-dancin/id1047341055?i=1047341074	https://www.amazon.com/Better-When-Im-Dancin/dp/B016E5Q134/ref=sr_1_1?s=dmusic&ie=UTF8&qid=1458160998&sr=1-1&keywords=better+when+im+dancing
“Good to Be Alive” by Andy Grammer	https://itunes.apple.com/us/album/good-to-be-alive-hallelujah/id1050300320?i=1050300336	https://www.amazon.com/Good-To-Be-Alive-Hallelujah/dp/B017757QG6/ref=sr_1_1?s=dmusic&ie=UTF8&qid=1458161068&sr=1-1&keywords=good+to+be+alive+andy+grammer
“Raise Your Glass” by Pink	https://itunes.apple.com/us/album/raise-your-glass/id396912367?i=396912432	https://www.amazon.com/Raise-Your-Glass-Clean/dp/B00468CJGK/ref=sr_1_1?s=dmusic&ie=UTF8&qid=1458161117&sr=1-1&keywords=raise+your+glass

- c. You may not use any other version(s) of a Song or Songs in your Video, and you must maintain the integrity of each Song's lyrics and melody.
- d. If you use more than one (1) Song in your Video, you must use the selected portion of each downloaded Song as-is, one Song after the other in the Video. This means that the Songs may not be mixed or blended.
- e. You may use part of or any 90-second portion of a Song in a Video. However, the length of the Video must be 90 seconds or less.
- f. The Entry Spokesperson must submit the Video on behalf of his/her Team and all persons depicted in the Video.
- g. Videos must comply with YouTube's Terms and Conditions at <http://www.youtube.com/t/terms>, and YouTube’s Community Guidelines at http://www.youtube.com/t/community_guidelines.
- h. Also, each Team must, at the time of entry, submit:

- (i) An essay of 150 words or less ("Essay") summarizing the idea behind or inspiration for the Video. The Essay must be included with the Video at the time of entry and upload; and
 - (ii) Evidence in the form of a scanned copy of an official invoice evidencing Entrant has made a donation in the amount of \$2,000 USD or greater to a nonprofit organization or charity "Charity" located in a country or territory located in Subsection 3(b)(iv) that is a fully registered and recognized United States 501(c)(3) nonprofit organization (or the equivalent) in Canada (excluding Quebec) that supports breast cancer research, advocacy, awareness, and/or care ("Donation"), subject to Medline's review and approval. For more information about 501(c)(3) organizations, see <http://www.irs.gov/Charities-&-Non-Profits/Charitable-Organizations/Exemption-Requirements-Section-501%28c%29%283%29-Organizations>.
 - (iii) **The Donation must have been made during the Contest Period (meaning, not made before May 2, 2016) and must have been made to a bona fide, registered Charity. Donations made before May 2, 2016 will not qualify for entry.**
 - (iv) **Recipients of the Donations may not be related to or affiliated with either of the Groups making up a Team.**
- i. Each Team must also identify at the time of entry a Charity that it has selected as the recipient of a Prize should the Team be deemed a winner in the Contest. **A Team may not change its identified Charity in its Entry after the Team's Entry has been submitted to Sponsor.** The selected Charity must satisfy the criteria set forth above for the Donation made at the time of entry. **The Charity a Team selects to receive the Donation and the Charity a Team selects to receive a Prize do not have to be the same Charity.**
- j. The Contest registration form, Video, Essay, and Donation are collectively referred to herein as an "Entry." **All Entries must be submitted by no later than August 5, 2016.**
- k. At the time of entry, the Entry Spokesperson must also provide the following information:
- (i) Contact information for Entry Spokesperson;
 - (ii) Team name (which is the name of the Entry Spokesperson's Group);
 - (iii) Categories of Groups making up the Team (see Paragraph 3(a) for definitions);
 - (iv) Title of the Video;
 - (v) Team address;
 - (vi) Names of the Groups making up the Team; and
 - (vii) An estimate of the number of people shown in the Video.
- l. **By submitting an Entry, the Entrant Spokesperson represents and warrants that he/she has the necessary written consent, release and/or permission of the participants depicted in the Entry to participate in the Contest as described in these Official Rules. Sponsor reserves the right to require proof of permissions of the participants depicted in a Video in a form acceptable to Sponsor. Failure to provide such proof may result in disqualification.**

- m. **If an Entrant Spokesperson's Team is deemed a winner, its Entrant Spokesperson will be required to execute a release of liability and affidavit of eligibility/declaration of compliance (as applicable) to confirm his/her representations made on behalf of his/her Team pursuant to these Official Rules as a condition of being awarded a Prize in the Contest.**
- n. An Entrant's Entry into the Contest grants to Sponsor and to other such persons as Sponsor may designate, the absolute, irrevocable, worldwide, perpetual right and permission to use, reproduce, publish, broadcast in any media, publicly display, publicly perform, distribute, modify and prepare derivative works of the Entry, the name, voice, portrait, likeness, photograph(s), or characterization or other resemblance of any participant in an Entry, and any written, taped, or recorded testimonial and/or interview, in whole or in part ("Likeness") and/or motion picture(s) incorporating the Likeness, either alone or accompanied by other material, in any manner, form, or format now or hereinafter created, including on the Internet, and for any purpose, including, but not limited to, advertising of Sponsor, the Contest, and Sponsor's products and services, all without further notice, consent or payment. An Entry in the Contest also grants Sponsor the right to print, publish, broadcast and use for public relations, advertising and other purposes as may be determined by Sponsor, in any media now known or hereinafter known (including without limitation on the Site, Facebook, YouTube, Twitter, Pinterest, Tumblr or other third party websites) submitted Entries and each participating Entrant's name, location, and Likeness, without additional compensation, except where legally prohibited. By submitting the Entry, Entrants further waive any and all moral rights they may have in and to the Entry with respect to the uses contemplated herein.
- o. As a condition of entry, each Team agrees to make a potential appearance(s) relating to the Contest on a local or national television news show.
- p. Teams are responsible for any costs associated with the production of their Entries.
- q. Sponsor is not responsible for lost, late, misdirected or incomplete Entries. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. An Entry will be deemed to have been submitted by the authorized account holder of the e-mail address from which the Contest registration and Entry submission was made. The authorized email account holder is deemed to be the entity assigned to an e-mail address by an Internet access provider, service provider or other organization that is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. In the event of a dispute regarding the identity of any party or parties submitting an Entry, and/or the designation of the members of any Team, Sponsor shall, in its sole and absolute discretion, make a formal determination in resolution of such dispute.
- r. **Entrants may not upload their Videos to any website other than as required when submitting an Entry to the Site. However, an Entrant may provide a link of its Video elsewhere where others may link to the Site to view Entrant's Video.**
- s. **BY SUBMITTING AN ENTRY, THE ENTRY SPOKESPERSON ACKNOWLEDGES ON BEHALF OF HIS/HER TEAM THAT THE ENTRY SUBMITTED MAY BE POSTED ON SPONSOR'S SITE, YOUTUBE CHANNEL, FACEBOOK PAGE, TWITTER PAGE, PINTEREST PAGE, TUMBLR PAGE, AND ELSEWHERE IN SPONSOR'S RIGHT AND DISCRETION AND THAT VIEWERS WILL BE INVITED TO VOTE ON THE POSTED VIDEO.**

6. VIDEO REQUIREMENTS:

a. Each submitted Video:

- Must feature some or all of the people shown in the Video wearing Medline GENERATION PINK® gloves and dancing to a Song (or Songs) (although dancing throughout the entire length of the 90-second Video is not required).
- Must be no longer than 90 seconds in length.
- May contain dialogue not set to music (although dialogue is not required).
- Must be a deinterlaced, high-definition (HD) recording in one (1) of the following formats:
 1. .mov
 2. .mpeg4
 3. .avi
 4. .wmv
 5. .mpegps
 6. .flv
 7. 3gpp
 8. WebM
- Must be 2 GB or less in size.
- Must be an original work not entered in any prior or concurrent contests.
- Must not include any footage of any person whose permission to use his/her Likeness has not been obtained.
- Must be in keeping with Sponsor's image, subject to Sponsor's sole discretion.
- May not include unsuitable, offensive or otherwise objectionable content, subject to Sponsor's sole discretion.
- May not cast Sponsor, its employees, officers, parent companies, affiliates, products, services, or the like, in a disparaging or derogatory light, subject to Sponsor's sole discretion.
- May not violate or infringe third party intellectual property rights, including but not limited to, copyrights, trademarks, and/or rights of publicity or privacy. Findings of whether third party intellectual property rights are violated or infringed are subject to Sponsor's sole discretion. Fleeting images of third party intellectual property in Videos, such as trademarks or copyrighted material, will not disqualify an Entry, subject to Sponsor's sole discretion.
- May not contain or mention the name or Likeness of any celebrity or public figure, living or dead, unless written permission is obtained and is provided to Sponsor at the time of entry from the celebrity or public figure or their estate if deceased.

- Must not include in the title of a Video the title(s) of the Song(s) used.
 - Must comply with all Representations and Warranties contained in these Official Rules.
- b. Any Video that does not comply with the above requirements is subject to disqualification at Sponsor's sole discretion. Sponsor reserves the right, with regard to any Entry, to waive any of these requirements as Sponsor deems necessary to preserve the integrity and running of the Contest at any time and without notice.
- c. Entrants are not authorized to use Sponsor's name, trademarks, materials subject to copyright, or other proprietary material ("Sponsor's Intellectual Property") for any purpose other than as part of an Entry in this Contest. Any use of Sponsor's Intellectual Property by an Entrant outside of this Contest in the absence of Sponsor's permission is expressly prohibited. Sponsor reserves the right to take all action necessary and appropriate to protect, enforce, and maintain Sponsor's Intellectual Property rights.

7. VOTING:

- a. Public voting will be open from 12:00:00 p.m. CT (noon) on **September 12, 2016** through 11:59:59 p.m. CT on **September 23, 2016** (the "Voting Period"). Each day of the Voting Period begins at 12:00:00 a.m. CT (midnight) and ends at 11:59:59 p.m. CT (a "Day").
- b. Visitors to the Site will be directed to vote for the Video they determine to be the "best" Video in accordance with the following judging criteria:
- i. Overall effectiveness of Video in Raising Breast Cancer Awareness: 50%
 - ii. Creativity 25%: For example, how creative are the dance routine and the participants' use of Medline GENERATION PINK® gloves in the dance performance?
 - iii. Video Production Quality 25%: For example, how is the quality of the Video, including the quality of the video recording, scene transitions, etc.?
- c. **There is a limit of one (1) vote per person/email address per Video per Day during the Voting Period. Please note that your vote may take up to three (3) hours to post online. Vote totals will not be viewable on the Site on the final Day of the Contest.**
- d. Entrants may vote for themselves.
- e. All online voting will be under the supervision of the Sponsor, whose decisions are final in all matters relating to this Contest.
- f. In the case of a tie, a panel of judges selected by Sponsor shall determine the winners based on the "Effectiveness in Raising Breast Cancer Awareness" criteria. All such decisions of the judges are final.
- g. Entries receiving an inordinate number of votes indicative of tampering with the voting process or other malicious or inappropriate conduct may be subject to disqualification of the Entry or voiding of suspicious votes at Sponsor's sole and absolute discretion. Any Entrant found to be encouraging fraudulent voting will be disqualified. Subsequent votes submitted in excess of the stated maximum will be void.

- h. Entrants may encourage others to vote for their Video(s); however, no form of incentive, inducement, prize or chance of receiving any incentive or prize may be offered as part of such encouragement in furtherance of receiving such individual's vote for any Video. Sponsor may require an Entrant to provide an explanation of how they promoted their Entry to accumulate votes.
- i. Proxy voting schemes, including any scheme involving the submission of votes by someone other than the registered voter and/or a scheme involving a third party submitting votes on behalf of any individual or any group of people (or anything reasonably resembling a proxy voting scheme, as determined by Sponsor in its sole and absolute discretion), are expressly prohibited. Any Entrant discovered by Sponsor and/or its representative(s) to be engaging in any such behavior(s) and/or in violation of the letter and/or spirit of these Official Rules may be disqualified, and the corresponding votes, voter(s), and therefore the applicable Entrant(s), is/are subject to disqualification in Sponsor's sole discretion.
- j. Entrants are prohibited from using any script, macro, or other automated or artificial system to vote, or with the intent or effect of impairing the integrity of the voting process, and any such resulting votes will void and may lead to the disqualification of the Entrant.
- k. **In the event of a technical problem caused by a third party service for which Sponsor is not responsible relating to the collection and registration of Entries or votes, such Entries and votes may not be counted in the Contest. Sponsor will make every effort to see to it that any such third party technical problem is resolved as quickly as possible. However, Sponsor is not responsible for and cannot guarantee that Entries or votes not registered because of a third party technical problem will be registered in the Contest.**

8. **PRIZES AND AWARDS/APPROXIMATE RETAIL VALUES (ARV):**

- a. Prizes will be awarded to the three (3) Teams in each category that receive the highest number of votes as of the end of the Voting Period, as follows:
 - i. Category I:
 - 1. First Place: \$10,000 USD donation to a Charity of the winning Team's choice that supports breast cancer awareness and/or research (subject to Sponsor's approval).
 - 2. Second Place: \$5,000 USD donation to a Charity of the winning Team's choice that supports breast cancer awareness and/or research (subject to Sponsor's approval).
 - 3. Third Place: \$2,500 USD donation to a Charity of the winning Team's choice that supports breast cancer awareness and/or research (subject to Sponsor's approval).
 - ii. Category II:

1. First Place: \$10,000 USD donation to a Charity of the winning Team's choice that supports breast cancer awareness and/or research (subject to Sponsor's approval).
2. Second Place: \$5,000 USD donation to a Charity of the winning Team's choice that supports breast cancer awareness and/or research (subject to Sponsor's approval).
3. Third Place: \$2,500 USD donation to a Charity of the winning Team's choice that supports breast cancer awareness and/or research (subject to Sponsor's approval).

iii. Category III:

1. First Place: \$10,000 USD donation to a Charity of the winning Team's choice that supports breast cancer awareness and/or research (subject to Sponsor's approval).
2. Second Place: \$5,000 USD donation to a Charity of the winning Team's choice that supports breast cancer awareness and/or research (subject to Sponsor's approval).
3. Third Place: \$2,500 USD donation to a Charity of the winning Team's choice that supports breast cancer awareness and/or research (subject to Sponsor's approval).

- iv. Overall Winning Entry: The Team that receives the highest number of votes as of the end of the Voting Period, regardless of Team categorization, will receive an additional \$5,000 USD donation to the Charity the winning Team selects (subject to Sponsor's approval).

- b. **The Charity selected by each winning Team to receive a Prize may not be a Charity affiliated with either Group that is part of the winning Team.**
- c. **Sponsor reserves the right to approve or disapprove of the Charity or Charities selected by an Entrant to receive a Donation or a Prize in the Contest. If Sponsor disapproves of a selected Charity for any reason, Entrant will be afforded the opportunity to choose a different Charity (which will also be subject to Sponsor's approval) within five (5) days of receipt of notification from Sponsor.**
- d. The winning Entrant will have no federal, state, or other tax liabilities for the donated portion of a Prize awarded in this Contest, as the Prize monies go directly from Sponsor to the Charities. All federal, state and/or local income and other taxes and other expenses not specified in these Official Rules as being provided as part of a Prize are each winner's sole responsibility.
- e. The total actual retail value (ARV) of all Prizes is \$57,500 USD. The Prizes will each be awarded in the form of a check in USD made payable directly to each winning Team's selected Charity, and include delivery to one (1) address. Sponsor is not responsible for the

conversion of the USD check amount into other currencies. No substitutions or transfers of the Prizes are permitted by winners. Sponsor reserves the right to substitute a Prize of equal or greater value.

9. **GENERAL CONDITIONS:**

- a. Sponsor is not responsible for lost, late or misdirected Entries, complimentary care packages, or votes in the Contest caused by telephonic/cellular transmission errors, delay in operations or the malfunction of software or limitations of any kind, or for any other reason causing Sponsor not to receive an Entry or vote.
- b. If the Contest is not capable of running as planned for any reason, including (without limitation) infection by computer virus, tampering, unauthorized intervention, fraud, technical failures or any other cause which may impact the administration of this Contest or its integrity, security, or fairness, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Contest in whole or in part, and/or to proceed to the judging phase and awarding of the Prizes from among all eligible Entries received prior to action taken by Sponsor, if feasible.
- c. Any attempt to deliberately damage the Site or any associated website or undermine the legitimate operation of the 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 remedies to the fullest extent of the law.

10. **REPRESENTATIONS AND WARRANTIES:** By participating in and entering the Contest, each Entrant Spokesperson represents and warrants to Sponsor (a) that the Entries do not contain content that: (i) violates or infringes any third party intellectual property rights including, but not limited to copyrights (including music copyrights) trademarks, and/or rights of publicity; (ii) is unsuitable or offensive; (b) that he or she (i) has all rights necessary to submit the Entry in accordance with these Official Rules; (ii) that he/she owns or possesses all corresponding rights to the Entry (excluding the copyright to the Song(s) used) and (iii) he/she has obtained permission from each party for whom a Likeness is included in the Entry and has obtained all necessary rights to use each such Likeness, and that written copies of such permissions may be made available to Sponsor upon request; and (c) that with respect to any e-mail communications he/she sends in conjunction with the Contest, all such e-mail communications shall conform to the Controlling the Assault of Non-Solicited Pornography and Marketing Act ("CAN-SPAM Act"), Canada's Anti-Spam Legislation (CASL), and any equivalent law in force in a participating country or territory listed in Subsection 3(b)(iv).

11. **POTENTIAL WINNERS:** Each potentially winning Entrant must comply with all Contest requirements in order to be confirmed as a winner and be awarded its Prize. The Entry Spokesperson for each potentially winning Entry will be notified on or about **September 30, 2016**, by phone, email and/or by mail at Sponsor's discretion. If a potentially winning Entrant cannot be reached after a reasonable effort has been exerted (as determined by Sponsor in its discretion), is found to be ineligible, or cannot or does not comply with these Official Rules, the potentially winning Entrant will be disqualified and an alternate winning Entrant will be selected. The actual awarding of a Prize is contingent on verification of eligibility and compliance with all rules and requirements. **A Canadian winner's Entrant Spokesperson must correctly answer a time-limited mathematical skill-testing question to be awarded a Prize, which shall be conducted by telephone at a mutually convenient time.** The decisions of the Sponsor are final on all matters of fact, interpretation, eligibility, procedure and fulfillment.

12. GENERAL RELEASE:

- a. All participants in a Team (or parent or legal guardian of a participant if a minor), as a condition of Entry into the Contest and/or receipt of any Prize, agree to release and hold harmless Sponsor, YouTube, Facebook, YouTube, Twitter, Pinterest, Tumblr, and any other website used in connection with this Contest, and each of their respective parent companies, affiliates, directors, employees, officers and agents, including without limitation, their advertising/Contest agencies (collectively “Released Parties”) from and against any and all liability, claims, or actions of any kind whatsoever for damages, or losses, including but not limited to personal injury or death to persons or property which may be sustained in connection with accessing the Site, preparing or submitting an Entry, or otherwise participating or attempting to participate in any aspect of the Contest; and/or for any typographical, technological or other error in these Official Rules or the administration of the Contest.
- b. All individuals making up a winning Team acknowledge that the Released Parties have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any Prize, including, but not limited to, its quality, or fitness for a particular purpose. All individuals making up a winning Team assume liability for injuries caused or claimed to be caused by participating in and/or preparing for the Contest, or by the acceptance, possession, use of, or failure to receive any Prize.
- c. All participating Entrants understand and agree that all rights under Section 1542 of the Civil Code of California (“Section 1542”) and any similar law of any state, territory, or country that may be applicable with respect to the foregoing release are hereby expressly and forever waived. All participating Entrants 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.
- d. All participating Entrants acknowledge and agree that any Entry submitted may be deleted, disposed of and/or destroyed at Sponsor’s discretion, and that Sponsor has no obligation to provide copies of Entries to Entrants.

13. **DISPUTE RESOLUTION/GOVERNING LAW/JURISDICTION/VENUE:** Unless prohibited by law, as a condition of participation in this Contest or a Prize awarded by this Contest, each participating Entrant agrees that any dispute, controversy or claim arising out of or relating to (i) this Contest, (ii) the awarding or redemption of a Prize, and/or (iii) the determination of the scope of applicability of these Official Rules or their enforcement or interpretation, shall be resolved individually, without resort to any form of class action, and by final and binding individual arbitration. Arbitration will be conducted by JAMS in accordance with its rules for the resolution of consumer-related disputes. The arbitration will take place in **Chicago, Illinois, USA**. Under no circumstances will an Entrant be permitted to obtain awards for, and each Entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Entrant’s out-of-pocket expenses. Each participating Entrant further

waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrant and Sponsor in connection with the Contest shall be governed by and construed in accordance with the substantive laws of the State of Illinois without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other country's or state's laws. Any action at law or in equity relating to the arbitration provision of these Official Rules will be filed only in the state or federal courts located in Chicago, Illinois. By participating in the Contest, each participating Entrant consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action.

14. **CONDUCT/INDEMNIFICATION:** Sponsor reserves the right at its sole discretion to disqualify any Entrant found (i) tampering with the Entry process, the operation of the Contest, the Site, affiliated websites, or the voting process; (ii) acting in violation of the Official Rules; or (iii) acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person. By participating in this Contest, each participating Entrant, individually and jointly and severally as a member of a Team, agrees to indemnify and hold harmless the Released Parties against all claims, damages, liabilities, actions, costs and expenses asserted by Entrants or third parties who allege that the Contest includes obscenity, libel, slander, defamation, or infringes upon any the third party's intellectual property or privacy rights, including, but not limited to, any and all rights of publicity in or to any Likeness and any and all so called "moral rights," as a direct result of any Entrant's actions regarding the Contest.
15. **PRIVACY:** Sponsor will be collecting personal data about Entrants online in accordance with Sponsor's privacy policy. Entrants' contact information will not be sold or leased to any third party. Please review Sponsor's privacy policy at <http://www.medline.com/pages/privacy/medline-safe-harbor-privacy-policy>. By participating in this Contest, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy. All Entrants agree that personal information or data, especially name and contact information, may be processed, stored and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in these Official Rules, and will be stored in servers located in the United States and therefore subject to the laws of that jurisdiction. Entrants further agree that the personal information and data may also be used by Sponsor in order to verify an Entrant's identity, its email and/or postal address and telephone number, or to otherwise verify eligibility to participate in the Contest. If reasonably feasible, Entrants may ask to access any personal information and data held about them by Sponsor by writing to Sponsor at the address listed below.
16. **WINNERS:** For the names of the winners, go to <http://pinkglovedance.com> and submit a request. Winners list to be available after **September 30, 2016**.
17. **SPONSOR:** Medline Industries, Inc., One Medline Place, Mundelein, Illinois 60060.

Sponsor is not affiliated with YouTube®, Facebook®, Twitter®, Pinterest®, Tumblr®, or any other third party websites used in connection with the Contest. YouTube®, Facebook®, Twitter®, Pinterest®, and Tumblr® are not sponsors of this Contest. Entrant acknowledges that by participating in this Contest, Entrant is providing information to Sponsor and not to YouTube®, Facebook®, Twitter®, Pinterest®, Tumblr®, or any other third party websites used in connection with the Contest.

