

Official Rules for Elkridge 10 Year Anniversary Tik Tok Giveaway 2022

Official Rules for the Lorien Elkridge 10 Year Anniversary TikTok Giveaway

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES, OR TO CLAIM A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

THESE OFFICIAL RULES (THESE "RULES") CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST SPONSOR TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST SPONSOR ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

The Lorien Elkridge 10 Year Anniversary Tik Tok Giveaway (the "Sweepstakes") begins at 8 a.m. EST on June 20, 2022 (the "Sweepstakes Start Date") and ends at 8 a.m. EST on July 11, 2022 (the "Sweepstakes End Date") (such period referred to herein as the "Sweepstakes Period"). The Sweepstakes is sponsored by Lorien Health Services (the "Sponsor").

1. Eligibility: The Sweepstakes is only open to legal residents of the United States and the District of Columbia (excluding Puerto Rico and all U.S. territories and possessions) who are at least 18 years old as of the date of entry. Entries are limited to individuals only; commercial enterprises and business entities are not eligible. Employees of Lorien Health Services are eligible to participate. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. THE SWEEPSTAKES IS VOID WHERE RESTRICTED OR PROHIBITED BY LAW.
2. Agreement to Rules: By participating in the Sweepstakes, you agree to be fully and unconditionally bound by these Rules, TikTok's Terms of Use and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of the Sponsor, as final and binding as it relates to the Sweepstakes. The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with TikTok. You are providing your information to Sponsor, and not to TikTok. ANY VIOLATION OF THESE RULES, THE TERMS OF SERVICE OR TIKTOK'S TERMS OF USE BY ANY ENTRANT WILL RESULT IN DISQUALIFICATION, AND ALL PRIVILEGES (INCLUDING THOSE AS WINNER, IF APPLICABLE) WILL BE IMMEDIATELY TERMINATED.
3. How to Enter : To enter, participants must complete all of the steps set forth below during the Sweepstakes Period:

1. STEP 1: Log into your TikTok account via a web-enabled mobile device (if you are not already a member of TikTok, download and install the free TikTok mobile application on your web-enabled mobile device and register for a free TikTok account).
2. STEP 2: Follow Lorien Health Services on TikTok (@LorienHealth).
3. STEP 3: Click on the TikTok post relating to the Sweepstakes (the "Post"), which will be posted on Lorien Health's TikTok feed (@LorienHealth) with the hashtag (#LorienContest).
4. STEP 4: Comment by tagging a friend on the Tik Tok specified
5. STEP 5: Like the LorienHealth specified in the Post.
6. STEP 6: Tag one (1) of your TikTok friends.

You may unfollow @LorienHealth at any time, provided that in order to be eligible you must be following @LorienHealth on TikTok at the end of the Sweepstakes Period and through the Selection Date.

Participation in the Sweepstakes is voluntary and does not require you to purchase anything from the Sponsor. No illegible, incomplete, corrupted, forged or altered entries will be accepted. All entries must be received by the last day of the Sweepstakes Period. One (1) entry per person. Mechanically reproduced entries not accepted. All entries are subject to Sponsor's privacy policy.

4. Prizes: There will be 30 winners of the Sweepstakes who validly enter in accordance with these Rules (each a "Selected Winner"), who will receive \$225 or \$300 in cash or check. Total approximate retail value ("ARV") of all prizes is \$9,000.

EACH SELECTED WINNER MUST PROVIDE ALL TRUE, COMPLETE AND ACCURATE INFORMATION REQUESTED BY THE SPONSOR TO FACILITATE THE PAYMENT TO THE WINNER, AND BEARS ALL RESPONSIBILITY IN CONNECTION THEREWITH. IF A SELECTED WINNER DOES NOT PROMPTLY PROVIDE SUFFICIENT INFORMATION TO ENABLE SPONSOR TO DELIVER THE PRIZE TO THE APPLICABLE WINNER OR SUCH WINNER IS OTHERWISE INELIGIBLE, SUCH SELECTED WINNER WILL NOT BE ELIGIBLE TO WIN AND SPONSOR MAY SELECT AN ALTERNATE SELECTED WINNER (AND THUS AN ALTERNATE WINNER). THE SPONSOR EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY ASSOCIATED WITH ITS INABILITY OR FAILURE TO PAY THE WINNER.

The actual number of prizes awarded is based on the number of eligible entries received. Prizes must be claimed in full. Prizes are non-transferable. Restrictions, conditions and limitations may apply. Actual/appraised value may differ from the ARV at time of prize award. In order to receive a prize, Winners may be required to provide proof of identification, including date of birth or age. Any and all prize related taxes and expenses, including without limitation any and all federal, state, provincial and/or local taxes shall be the sole responsibility of the Winners. All entrants agree that information provided by the Sponsor is not advice, including but not limited to, tax advice or legal advice, and every entrant is advised to consult a professional, including a tax professional. The Winners of any prize with a value of \$600 or greater will be issued a 1099 U.S. Tax Form for the retail value of the prize. Winners agree to use of Winner's name, likeness,

and/or prize and entry information by the Sponsor in any medium without further compensation unless prohibited by law. Where lawful, Winner may be required to sign and return a Publicity Consent and Liability Release prioring to receiving any prizes.

5. Odds: The odds of winning depend on the number of eligible entries received during the Sweepstakes Period.

6. Winner selection and notification: The Selected Winner of the Sweepstakes will be selected in a random drawing under the supervision of the Sponsor on or about July 11, 2022 ("Selection Date"). Depending on method of entry, potential Winners will be notified via [direct message to the TikTok username associated with the comment posted as part of the Sweepstakes entry process or the email address if subject is employed with Lorien Health Services within [five (5)] days following the selection of the Winners. The Sponsor is not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify any potential Winners, including failure due to a potential Winner's spam, junk e-mail or other security settings or for a potential Winner's provision of incorrect or otherwise non-functioning contact information. Sponsor is not responsible for changes to entrants' contact information. If any potential Winner cannot be contacted, is ineligible, fails to claim the prize within [24 hours] of Sponsor notifying such potential Winner, or fails in timely return of a completed and executed declaration and release as required, the prize that potential Winner may be forfeited and alternate Winners selected. If a potential Selected Winner tags an individual that does not meet the eligibility criteria under Sections 1 and 2 above, then such potential Selected Winner is also ineligible and an alternate Selected Winner may be selected.

7. Terms: The Sponsor reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes should (in its sole discretion) a virus, bugs, unauthorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, the Sponsor will select the Selected Winner from all eligible, non-suspect entries received prior to such action. Any individual who attempts or otherwise encourages, directly or indirectly, the submission of false entries, as determined by Sponsor, will be disqualified. Entries generated by script, macro or other automated means or with the intent to impair the integrity of the Sweepstakes will be void. The 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 Sweepstakes or the Site, or violates these Rules or the Terms of Service. Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. In the event of a dispute as to the identity of a Winner based on an email address or TikTok username, the winning entry will be deemed to be made by the authorized account holder of the email address or TikTok username, respectively, at time of entry. "Authorized account holder" is the natural person who is assigned an email address by an Internet service provider

or other organization responsible for assigning email addresses for the domain associated with the email address in question.

8. Release: By entering the Sweepstakes, you agree that the Sponsor, TikTok and their subsidiaries, divisions, affiliates, insurers, servants, parents, advertising, promotion and fulfillment agencies, partners, representatives, agents, predecessors, successors, assigns, shareholders, employees, officers and directors, and legal advisors (the "Released Entities") are not responsible for, shall not be liable for, and hereby disclaim all liability arising from or relating to (i) such entrant's participation in the Sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical or human failures, malfunctions or difficulties of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Sweepstakes; (v) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries; (vi) late, lost, stolen, delayed, damaged, misdirected, misaddressed, incomplete, unintelligible or postage-due entries; (vii) any printing or typographical errors in any materials associated with the Sweepstakes; or (viii) any condition caused by events beyond the control of Sponsor. By participating in the Sweepstakes, participants and the Winners agree to release, discharge and hold harmless the Released Entities, and all others associated with the development and execution of the Sweepstakes, from any and all losses, damages, rights, claims and actions of any kind arising out of or relating to the Sweepstakes, participation in the Sweepstakes, the prize, and/or acceptance, possession, use or misuse of the prize, including but not limited to statutory and common law claims for misappropriation or participant's right of publicity.

9. Disputes: All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of entrants or Sponsor in connection with this Sweepstakes are governed by and construed in accordance with the laws of the State of Maryland without giving effect to any choice of law or conflict of law rules (whether of the State of Maryland or any other jurisdiction) that would cause the application of any other state's laws.

10. ARBITRATION AGREEMENT: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

a. Agreement to Arbitrate. Agreement to Arbitrate: This Section is referred to in these Rules as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and Sponsor, whether arising out of or relating to these Rules, the Sweepstakes, your participation in the Sweepstakes, the prize, acceptance, possession, use or misuse of the prize (including any alleged breach thereof), any advertising, or any aspect of the relationship between us, shall be resolved exclusively through final and binding arbitration, rather than in court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this

Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by participating in the Sweepstakes, you and Sponsor are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

b. Prohibition of Class and Representative Actions and Non-Individualized Relief. *YOU AND SPONSOR AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND SPONSOR AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).*

c. Pre-Arbitration Dispute Resolution. Sponsor is always interested in resolving disputes amicably and efficiently, and most participant concerns can be resolved quickly and to the participant satisfaction by calling customer support at 1-855-859-0809. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Sponsor should be sent to Lorien Health Services 3300 N. Ridge Rd. Suite #390 Ellicott City, MD 21043 Attn: TikTok Giveaway. ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Sponsor and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Sponsor may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Sponsor or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Sponsor is entitled.

d. Arbitration Procedures. Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, http://www.adr.org/consumer_arbitration.; If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Rules as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can

award the same damages and relief on an individual basis that a court can award to an individual under these Rules and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Sponsor and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, Sponsor agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

e. Costs of Arbitration. Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. Any payment of attorneys' fees will be governed by the AAA Rules.

f. Confidentiality. All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

g. Severability. If a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than clause (b) above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or arbitrator decides that any of the provisions of clause (b) is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of these Rules will continue to apply.

h. Conflict: In the event of any conflict between any term or condition in this Section 10 and any term or condition in our Terms of Service, then the applicable term or condition in this Section 10 shall apply.

11. Winners List: To obtain a copy of the Winners' name or a copy of these Rules, mail your request along with a stamped, self-addressed envelope to: Lorien Health Services 3300 N. Ridge Rd. Suite #390 Ellicott City, MD 21043 Attn: TikTok Giveaway. Residents of Vermont and Washington need not include return postage. Requests must be received no later than ninety (90) days from the Sweepstakes End Date.

12. Sponsor: The Sponsor of the Sweepstakes is Lorien Health Services 3300 N. Ridge Rd. Suite #390 Ellicott City, MD 21043

