

THE PORTLAND CLINIC SUMMER OF COLOR SWEEPSTAKES

Official Rules – UPDATED ON AUGUST 5, 2016

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

The Portland Clinic Summer of Color Sweepstakes ("Promotion") begins June 13, 2016 at 9:00:00 a.m. U.S. Pacific Time ("PST") and ends on August 14, 2016 at 11:59.00 p.m. PST ("Promotion Period").

The Promotion is sponsored by The Portland Clinic ("Sponsor") and administered by CMD ("Administrator") and is open to and is open only to legal residents of Oregon and Washington, who are at least eighteen (18) years of age and have reached the age of majority in their home states at the time of entry. Void outside of Oregon and Washington.

1. How to Enter

Facebook and Twitter Method

To participate, you must have or create a Twitter or Facebook account ("Twitter or Facebook account") and enable privacy settings for sweepstakes entry posts or tweets as "Public." If you already have a Twitter or Facebook account, you will have to sign in to your account. If you are not an existing member of Twitter or Facebook, you will be required to follow the directions and join Twitter or Facebook. When you join Twitter or Facebook, you are indicating that you have read and agree to accept the Twitter or Facebook Terms of Service and Privacy Policy. Membership to Twitter.com and Facebook.com is free.

Entrants must visit <http://bit.ly/ColorPortland> and download of one (1) of three (3) The Portland Clinic provided pictures to color (the "Coloring Project"). Coloring Projects can also be picked up at any of the six The Portland Clinic locations.

To enter, sign into your Facebook or Twitter account and complete the following steps:

1. Download or pick up the coloring project of choice.
2. Color the coloring project and take a photograph of the completed work.
3. Include the photograph in the post or tweet.
4. Use the hashtag #ColorPDXSweepstakes

Once all of the above steps are completed, you are automatically entered into the drawing(s).

Regardless of which platform you use to enter, each entrant may submit one (1) entry per coloring project of choice for a total of three (3) entries during the entire Promotion period.

Free Alternative Method of Entry

Alternatively, you may hand print your name, address, email address, and age on a 3" x 5" index card and mail it in an envelope with proper postage to 1631 NW Thurman Street, SUITE 400, Portland, Oregon 97209. For each mail-in request, you will be entered once into the random drawing for the individual Promotion indicated on your entry card. Limit: one entry per envelope; three (3) entries during the entire Promotion period. All mail-in entries must be handwritten. All entries become the exclusive property of Sponsor, and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. All mail-in entries must be postmarked by August 16, 2016.

2. Prizing

Three (3) \$100 Gift Cards will be awarded. One (1) card for each of the three (3) coloring project drawings.

- One \$100 gift card to Jake's Famous Crawfish restaurant will be awarded to the winner of the "Fish" coloring project.
- One \$100 gift card to Dutch Bros. Coffee will be awarded to the winner of the "Coffee" coloring project.
- One \$100 gift card to Next Adventure will be awarded to the winner of the "Shoe" coloring project.

The Total Approximate Retail Value (ARV) of all prizes is \$300.00 USD.

3. Prize Drawing

The Sponsor will randomly select one (1) winners from each of the three (3) coloring project entry pools. Three (3) total winners (subject to verification) will be selected. The drawings will be held on August 22, 2016. Winners will be notified via email with further instructions on how to claim prizes by August 25, 2016.

Only one Prize per individual or family will be awarded during the Promotion Period. Winners are solely responsible for all federal, state, and local taxes and all unspecified expenses or fees associated with prize acceptance, receipt and use. No substitution, assignment, or transfer of prizes permitted, except by Sponsor, who reserves the right to substitute a prize/prize component with another prize/prize component of greater or equal value if prize/prize component cannot be awarded as stated for any reason. Sponsor will report taxes as required by the applicable law of Sponsor's jurisdiction and winner's jurisdiction. All prizes are awarded "as is" with no warranties, representations, or guarantees, including but not limited to, quality, condition, merchantability, or fitness for a particular purpose. Winners must look to the manufacturer or service provider for any potential warranties or guarantees. In the event that a potential prize winner cannot be contacted, prize is rejected, or prize is returned as undeliverable, potential winner forfeits prize without compensation. In the event that a potential prize winner is disqualified for any reason, potential winner forfeits prize. In

the event of prize forfeiture, an alternate winner will be selected in a random drawing from all remaining eligible entries received for the particular drawing. The Sponsor will contact up to ten (10) potential eligible winners in order to award the prize. If none of the ten (10) potential winners respond or accept the prize, the prize will not be awarded. Potential winners have up to two (2) working days to respond and indicate that they wish to accept the prize. If a potential winner does not respond within two (2) working days the prize may be awarded to an alternate winner. Prizes will be fulfilled within ten weeks after being announced as the winner, subject to verification of potential winners' eligibility and full compliance with these Official Rules. If the potential winner cannot be contacted or if (for any prize) the prize is returned as undelivered, potential winner forfeits such prize and an alternate winner will be selected.

Odds of winning depend on the number of eligible entries received.

4. Eligibility

Promotion open to all legal residents of Oregon and Washington, who are at least eighteen (18) years of age and have reached the age of majority in their home states at the time of entry. Void outside of Oregon and Washington. Employees of The Portland Clinic and CMD (and as their immediate family [spouse, parents, siblings and children] and household members) are not eligible to participate. By participating, you agree to abide by these Official Rules and the decisions of Sponsor, which are final and binding in all respects.

5. General Conditions

Sponsor's computer is the official clock for purposes of the Promotion. Sponsor reserves the right to cancel or modify the Promotion if fraud, technical failures, or any other factor beyond its control impairs the integrity of the Promotion, as determined by Sponsor in its sole discretion. In such event, Sponsor will select the winners via random drawing comprised of all eligible entries received prior to (and/or after, if appropriate) the action taken by Sponsor or by some other means deemed by Sponsor in its sole discretion to be fair, appropriate, and consistent with the spirit of these Official Rules. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of this Promotion or to be acting in violation of these Official Rules or in a disruptive manner. Tampering includes but is not limited to the submission of Entry that is not solely and completely the original work of individual submitting same. Any attempt by any person to deliberately damage Sponsor's or any related website or undermine the legitimate operation of this Promotion 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 (as well as disqualifying such individual, if appropriate). Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. These Official Rules (or any other promotional materials) may not be published elsewhere without the express written consent of Sponsor, which may be withheld for any reason. The Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Inc. or Twitter, Inc.

6. Release

By entering the Promotion and, if applicable, receipt of any prize, each entrant and, as applicable, winner agrees to release and hold harmless Sponsor, its partners and agencies (including but not limited to The Portland Clinic and CMD), their respective related companies, Facebook, Inc., Twitter, Inc., and each of their respective officers, directors, employees, and agents, from and against any claim or cause of action arising out of participation in the Promotion or any Promotion-related activity, or from the receipt or use or misuse of any prize or from merchandise delivery, from claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property or personal rights related cause of action.

7. Use of Submission

By participating in the Promotion, you hereby grant to Sponsor the royalty-free, irrevocable, worldwide, perpetual, fully transferable and sublicensable right to reproduce, modify, make derivative works, display, distribute, perform and otherwise use the Coloring Project, in any form, media or format, whether now known or hereafter developed, including, but not limited to, in print form, in digital form, on the Internet and in the advertising and promotion of Sponsor's products and services without further consideration. You acknowledge and agree that Sponsor is not obligated to use the Coloring Project, but that if Sponsor does use the Coloring Project (whether or not entrant is declared the winner of the Contest), you shall not be entitled to any credit, consideration, notice or payments of any kind. To the fullest extent permitted by law, you waive any moral rights you may have in or to the Coloring Project.

8. Limitations of Liability

Sponsor, its partners, and agencies (including but not limited to The Portland Clinic and CMD) are not responsible for and you hereby release Sponsor, its partners, and agencies (including but not limited to The Portland Clinic and CMD) from any claims arising from: (1) incorrect or inaccurate transcription of entry information or lost, stolen, illegible, incomplete, misdirected entry forms (including but not limited to content/story submitted therewith, if appropriate), or entry forms (including but not limited to content/story submitted therewith, if appropriate) received through impermissible or illegitimate channels, all of which are void and will be disqualified; (2) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer, network, hardware, or software; (3) the unavailability or inaccessibility of website or any other service; (4) unauthorized human intervention in any part of the entry process or the Promotion and/or incomplete or inaccurate information being displayed on website whether due to unauthorized human intervention, equipment failure or malfunction, or other cause; (5) electronic or human error which may occur in the administration of the Promotion or the processing of submitted entry forms (including but not limited to content/story submitted therewith, if appropriate); or (6) any injury or damage to persons or property, including but not limited to an individual's computer (or any information/materials stored thereon), which may be caused, directly or indirectly, in whole or in part, by participation in the Promotion or from downloading any material from Sponsor's or related website(s), regardless of whether the material was prepared by Sponsor, agency, or a third party, and regardless of whether the

material is connected to a Sponsor's or agency's website by a hypertext link.

9. Disputes/Choice of Law

Except where prohibited by law, you agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in the state of Oregon, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"), and (4) you hereby waive all rights to claim Special Damages and all rights to have such damages multiplied or increased. Oregon law (with the sole exception of the choice of law/conflict of law rules of Oregon or of any other jurisdiction) governs the Promotion and all aspects related thereto including construction, validity, interpretation, and enforceability of these Official Rules. By participating in Promotion, you agree to submit to the personal and exclusive jurisdiction of the courts located in Oregon.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

10. Winners List

To request a copy of the winners list, send an email to portlandclinic@cmdagency.com with the subject line "Summer of Color Contest Winners List." Requests must be received by October 15, 2016.

11. Use of Data.

Winners will be contacted by the sponsor via their social media account or by mail for the purpose of confirming mailing information for administering this sweepstakes. By participating in the promotion, entrants hereby agree to Sponsor's collection and usage of their mailing data only if they are selected as a winner for this promotion only.