

## THE FERTILITY DIARIES OFFICIAL CONTEST RULES

1. NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.
2. Eligibility. The Fertility Center Contest is open to all residents residing in the United States. To enter the Contest, you must be 18 years or older at the time of entry. Employees of The Fertility Center and each of their respective affiliated companies, subsidiaries, advertising or promotional agencies, and other agents, and the immediate family members of, and any persons domiciled with such employees, are not eligible.
3. Entry. The Fertility Diaries Contest begins on Tuesday, April 19, 2022, and all complete entries (essay and photo) must be received by 11:59 PM on Sunday, April 24, 2022, (the "Contest Period").

Internet Entry: Enter by emailing The Fertility Center's official contest section on The Fertility Center's website, [www.fertilitycentermi.com/contest](http://www.fertilitycentermi.com/contest), and completing all of the required information and following all instructions. Submit your entry by clicking on the "SUBMIT" button. Your computer must accept cookies, or any successor or similar technology, which may be used for the purpose of entry tracking. By entering, you agree to the terms of these official rules and to receive emails from Sponsor or those directed by Sponsor. You can opt-out of the receipt of any email received from Sponsor.

One entry per individual.

The Fertility Center (referred to as 'Sponsor') will not be responsible for incomplete, lost, late, misdirected or illegible entries, or for failure to receive entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any telephone connection, network, hardware or software, whether originating with sender or Sponsor. In the event of a dispute, all online entries will be deemed to have been submitted by the owner of the email account from which they were sent. For these purposes, an email account holder shall mean the natural person assigned to such email account by the internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with such email account. All entries become the property of Sponsor and none will be returned. Any questions regarding the number of entries submitted or the owner of an email account shall be determined by Sponsor in its sole discretion, and Sponsor reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the Contest.

4. Prizes and Odds. There will be five (5) winners in The Fertility Center's "The Fertility Diaries" Contest. Each of the five winners will receive a \$5,000.00 credit towards future office services at The Fertility Center. Prize money cannot be applied towards medications, lab, or storage fees as those are paid to outside entities. Winners will have one year from the issue date of the credit to use their winnings. If entrant chooses not to continue with any future services, all remaining prize money will be forfeited. There will be no cash compensation offered in the event that the credit is not used. The first date that the credit may be used is Monday, May 2, 2022. It will not be applied to any balance accumulated prior to this date.

Odds of winning depend on the number of eligible entries received. Contest may be presented in multiple presentations and in other media, and the odds of winning may depend on the number of eligible participants who enter the Contest through such multiple presentations.

5. Winner Notification and Acceptance. Winner will be notified by telephone or email at the telephone number or email address provided on winner's entry form. Failure to reach winner may result in disqualification of the winner, forfeiture of his/her interests in all prizes, and selection of a substitute winner from among all remaining eligible entries.

Winners may waive their right to receive prizes. Prizes are non-assignable and non-transferable. No substitutions allowed, except that prizes and individual components of prize packages are subject to availability and Sponsor reserves the right to substitute prizes of equal or greater value. Winners are solely responsible for reporting and payment of any taxes on prizes. Winners will be required to complete a liability and publicity release (except where prohibited by law) which must be returned within ten (10) days of date of postmark. Failure to sign and return the affidavit or release within ten (10) days, or to comply with any term or condition of these Official Rules, may result in a winner's disqualification, the forfeiture of his or her interest in the prize, and the award of the prize to an alternate winner. Except where prohibited, participation in the Contest constitutes entrant's consent to the publication of his or her name, biographical information and likeness in any media for any commercial or promotional purpose, without limitation or further compensation. Prizes not won and claimed by eligible winners in accordance with these Official Rules will not be awarded and will remain the property of Sponsor. For copy of complete Official Rules or list of prize winners, send a SASE to the Fertility Center, at 3230 Eagle Park Drive Suite 100, Grand Rapids, MI 49525.

6. Participation. By participating, entrants agree to be bound by these Official Rules and the decisions of The Fertility Center. Sponsor reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Contest as solely determined by Sponsor. In the event the Contest is compromised by a virus, non-authorized human intervention, tampering or other causes beyond the reasonable control of Sponsor which corrupts or impairs the administration, security, fairness or proper operation of the Contest, Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Contest. Should the Contest be terminated prior to the stated expiration date, Sponsor reserves the right to award prizes.
7. Limitations of Liability. By entering the Contest, entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any prizes awarded, shall be resolved individually without resort to any form of class action, and entrant waives his or her right to a jury trial for such disputes, claims, and causes of action; (2) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; and (3) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.
8. Construction. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any contestant and Sponsor, 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 or provisions, whether of Michigan or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than Michigan. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the valid or enforceable provision was not contained therein.
9. General Release. By entering the Contest, contestants release The Fertility Center, promotional partners, and advertisers, any other promotional sponsors, and each of their respective affiliated companies, directors, officers, employees, representatives, partners and agents from any liability whatsoever for any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Contest or with the acceptance, possession or use of any prize (including, without limitation, claims, costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light).
10. Sponsor. "The Fertility Diaries" Contest is sponsored by The Fertility Center, whose decisions regarding the selection of winners and all other aspects of the Contest shall be final and binding in all respects. Sponsor will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials relating to the Contest. If you have any questions regarding this Contest, please contact The Fertility Center at [kwade@mrvf.com](mailto:kwade@mrvf.com)