#PainDoctorCares Giveaway

OFFICIAL RULES

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

1. Eligibility: The #PainDoctorCares Giveaway (the “Contest”) is open only to legal residents of the fifty (50) United States and the District of Columbia (excluding Puerto Rico) who are at least eighteen (18) years old at the time of entry. Employees of Arizona Pain Specialists, PLLC (“Arizona Pain”), Pain Doctor Management Company, LLC (“Pain Doctor”), and any of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

2. Sponsor: Arizona Pain Foundation, 9787 N 91st Street, Suite 101, Scottsdale, AZ 85258. Selection of winners and all other aspects of the Contest shall be final and binding on entrant in all respects. Neither Pain Doctor nor Sponsor will be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials relating to the Contest.

3. Agreement to Official Rules: Participation in this Contest constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: The Contest begins on October 1, 2015 at 12:00 a.m. Pacific Time ("PT") and ends on November 30, 2015 at 11:59 p.m. PT (the “Contest Period”). Sponsor's computer is the official time-keeping device for the Contest.

5. How to Enter: During the Contest Period, visit www.paindoctor.com and log-in to or create your Pain Doctor account. Follow the links and instructions to complete and submit the Contest registration form, including a valid email address, in order to receive one (1) Contest entry. No one is permitted to submit an entry on behalf of another individual for any reason. Any entry must be submitted by entrant only and any entry submitted by an individual other than the subject will void such entry. In case of dispute as to identity of an entrant, such entry will be declared made by the registered user of the e-mail account, and if a prize is won, and such registered user is a valid entrant, the prize will be awarded to such registered user. Registered e-mail account holder is the natural person who has been assigned an e-mail address by an e-mail provider. All online entries will be declared made by the registered user of the e-mail address. Any questions regarding the number of entries submitted or the owner of an email account shall be determined by Pain Doctor in its sole discretion, and Pain Doctor reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the Contest.
Internet Entry: Enter by visiting the official registration page on the #PainDoctorCares Giveaway webpage on paindoctor.com/contest and access the Official Entry Form. Complete the Official Entry form by following the instructions on the website. 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 e-mails from Pain Doctor or Sponsor or those directed to them. You can opt-out of the receipt of such e-mails by following the directions on the Contest website or in any email received from Pain Doctor or Sponsor.

Pain Doctor and Sponsors will not be responsible for incomplete, lost, late, "post-due," misdirected or illegible entries or for failure to receive entries for any reason, including but not limited to transmission or technical failures or malfunctioning of any telephone connection, network, hardware or software. All entries become the property of Pain Doctor and no portion of the entry will be returned.

Limit: Each entrant may enter the Contest one (1) time during the Contest Period. Submissions received from any person or email address in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. In order to be eligible to claim the prize, the winning entrant must (1) first complete and sign Pain Doctor’s form of authorization for release of health information pursuant to HIPAA, and then (2) subsequently submit a copy of his or her medical bills to Sponsor and Pain Doctor for authentication purposes only. If the first entrant selected as a winner fails to timely submit their HIPAA authorization and copies of medical bills, then Sponsor will continue to select a new winner until the needed criteria is met.

In the event of a dispute regarding any Submission, the authorized account holder of the email address used to register for paindoctor.com will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

6. Winner Determination: After the conclusion of the Contest Period, Sponsor will randomly select a winner from among all eligible Submissions received.

7. Winner Requirements:

The winner will be notified by email and/or telephone confirmation on or around November 2, 2015. Except where prohibited, the potential winner (parent/legal guardian if a winner is a minor in his/her place of residence) will be required to sign and return Pain Doctor’s form of authorization for release of health information pursuant to HIPAA and a copy of his or her applicable medical bills (for authentication purposes only), which must be received by Pain Doctor within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, fails to sign and return the release or copies of his or her applicable medical bills or provide any other requested information within the required time period, does not comply with these Official Rules, or prize is returned as undeliverable, potential winner forfeits the prize. For purposes of this Contest, potential winners must complete any required
documentation within five (5) days of notification. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up determined by the Sponsor, in Sponsor's sole discretion. Only three (3) alternate winners may be determined, after which the applicable prize will remain un-awarded.

Acceptance of any prize shall constitute and signify each winner’s agreement and consent that Sponsor and its designees may use the winner’s name, city, state, likeness, Submission and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Without limiting the generality of these Official Rules, each winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity.

Each winner will indemnify Pain Doctor, Arizona Pain, Sponsor, Released Parties (as defined in Section 9, below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms. Prizes will be fulfilled 8 – 10 weeks after conclusion of the Contest.

8. Prizes: ONE (1) GRAND PRIZE: Up to $5,000 in reimbursement of actual medical expenses incurred in connection with the treatment of chronic pain. Winners are responsible for all federal, state, and local taxes, fees and expenses associated with prize receipt and/or use.

9. Release: By receipt of any prize, the winner agrees to release and hold harmless Sponsor, Pain Doctor, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company’s officers, directors, employees and agents (collectively, the “Released Parties”) from and against any and all losses, claims or causes of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize. Winner acknowledges that the Released Parties have neither 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. Sponsor’s failure to enforce any provision of these Official Rules shall not constitute the waiver of such provision. Except where prohibited, the potential Grand Prize winner (or parent/legal guardian if winner is a minor in his/her state of residence) may be required to sign a liability release.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If
terminated, Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible Submissions received up to time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the Submission process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Submissions. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys’ fees) from any such person to the fullest extent permitted by law. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant’s participation in the Contest or receipt or use or misuse of any prize (including any travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third-party use of any Submission. The Sponsor may prohibit you from participating in the Contest at its sole discretion, if you show a disregard for these Official Rules or act: (a) in a manner it determines to be not fair or equitable; (b) with an intent to annoy, threaten or harass any other entrant or the Sponsor or any other person; or (c) in any other disruptive manner. Persons who tamper with or abuse any aspect of the Contest, as solely determined by Sponsor will be disqualified; and, disqualification shall NOT constitute the sole remedy available to Sponsor. Sponsor reserves the right in its sole discretion to cancel, terminate or suspend the Contest due to riot, strike, materials shortage, act of war, terrorist act (or threat of same), natural disaster or other force majeure event and in such circumstance will make all prizes available to be won in a manner that Sponsor in its sole discretion deems to be fair, appropriate and consistent with these Official Rules. Notice of such action by Sponsor will be posted at www.paindoctor.com. BY PARTICIPATING IN THE CONTEST, ENTRANT AGREES THAT THE RELEASED PARTIES (I) MAKE NO WARRANTY, GUARANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATING TO THE CONTEST AND/OR THE PRIZE; AND (II) DISCLAIM ANY IMPLIED WARRANTY.
12. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest (excluding any and all disputes, claims and cause of action arising out of or connected with the use and/or awarding of any of the prizes awarded in the Contest) shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of Arizona or the appropriate Arizona State Court located in Maricopa County, Arizona; (2) any and all 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 entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Arizona, without giving effect to any choice of law or conflict of law rules (whether of the State of Arizona or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Arizona.


14. Winner List: The final winner list will be posted on the PainDoctor.com site after winner confirmation is complete.

© 2015 Pain Doctor Management Company, LLC. All rights reserved.