## **Invoice Cloud**

Official Rules: Invoice Cloud Sweepstakes ("Sweepstakes")

## NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING. THIS SWEEPSTAKES IS INTENDED FOR THE UNITED STATES, INCLUDING WASHINGTON D.C. DO NOT PARTICIPATE IF RESIDING OUTSIDE THE UNITED STATES AT THE TIME OF ENTRY. SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. INCORRECT AND INCOMPLETE ENTRIES ARE VOID.

Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules ("Official Rules") and the decisions of Invoice Cloud, Inc. ("Sponsor") as final in all matters relating to this Sweepstakes. By participating, you agree to be contacted by Sponsor with sweepstakes related communications.

**Eligibility**: Sweepstakes is open to legal U.S. residents, excluding residents of New York, Guam, and Puerto Rico, who are age of majority or older in their state of residence (19+ in AL and NE; 18+ in all other states). All federal, state and local laws and regulations regarding the eligibility of participants apply. This Sweepstakes is void where prohibited or restricted by law. This Sweepstakes is only open to natural persons and the following are ineligible: corporations, businesses, non-profit organizations, governmental agencies or other entities. Employees of Invoice Cloud, Inc. and their respective affiliates, employees of Invoice Cloud Billers or clients, prize suppliers, advertising and promotion agencies, and their immediate families (spouse, parents, children and siblings and their respective spouses) and individuals living in the same households, whether related or not, are ineligible.

**Sweepstakes Period**: Sweepstakes begins October 1, 2021 and ends at 11:59 p.m. EST on December 20, 2021 ("Sweepstakes Period").

## How to Enter:

Enter by signing up for AutoPay, signing up to Go Paperless, or Making a Payment online with an enrolled Invoice Cloud Biller. First-time Payers double their chance to win with two entries when they make their first payment online with Invoice Cloud. Payers already enrolled in Paperless and/or AutoPay will receive a maximum of two entries for pre-enrollment. When you do one of these three things between October 1, 2021 and December 20, 2021, you will be entered in the sweepstakes. The maximum number of entries per person is four. The Invoice Cloud service website's database clock will be the official timekeeper for the Sweepstakes. Internet entry must be made by the entrant, through participating Billers on the Invoice Cloud payment portal.

If you would like to enter the sweepstakes other than through signing up for AutoPay, signing up to Go Paperless, or Making a Payment online with an enrolled Invoice Cloud Biller, you may do so by sending a 3x5 card with the hand printed words: Invoice Cloud Sweepstakes, your name, address, email address, and telephone number. Send the card to: Invoice Cloud, 30 Braintree Hill Office Park, Suite 303, Braintree, MA, 02184; Attn: Sweepstakes Department. Entries must be postmarked by December 20, 2021. Entries become the property of the Sponsor and will not be acknowledged or returned. Mechanically reproduced entries will not be accepted. Entries using macro, robotic, script or other forms of automatic entry will be disqualified. Proof of submission does not constitute proof of entry. Sponsor is not responsible for: lost, late, incomplete, illegible, incorrect, delayed, garbled, undelivered, or misdirected entries. Sponsor reserves the right to disqualify any person or e-mail address that submits more than maximum allowed entries.

The Sponsor and Invoice Cloud Billers are not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by the Sponsor or presenter on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof. If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this

Sweepstakes, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes.

To opt-out of the sweepstakes, <u>Click Here</u> or click the opt-out link when presented with the sweepstakes announcement.

## CAUTION: ANY ATTEMPT BY YOU TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM YOU TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**Winner Selection/Odds**: The prize winners will be selected by Invoice Cloud in a random drawing on or about drawing date(s) (October 29, 2021; November 30, 2021, and December 21, 2021) from among all eligible entries received. The drawing will be conducted by the Sponsor, whose decisions are final in all matters relating to the Sweepstakes. The actual odds of winning will depend upon the total number of actual eligible entries received during the Sweepstakes Period.

**Prize**: Thirty-two sweepstakes prizes will be awarded during the Sweepstakes Period: 32 prize(s). The approximate retail value (ARV) of prizes are \$100 for thirty (30) gift cards to be awarded as ten (10) gift cards per month; \$1,500 one (1) second prize; and \$30,000 for one (1) Grand Prize. The prize is non-transferable, and only substitutions for cash value of the Grand Prize(s) will be allowed, except by Sponsor which reserves the right to substitute a prize of equal value. If the actual value of any prize turns out to be less than the stated ARV, the difference will not be awarded in cash. The winning prize is provided "AS-IS" and Sponsor provides no warranty. To the extent that the third-party manufacturer of the product provides any warranty with the prize, Sponsor shall pass such warranty through to the winner. Bayerische Motoren Werke AG ("BMW"), Rad Power Bikes ("Rad"), and Sendoso are in no way affiliated with this Sweepstakes or with the Sponsor. Neither the use of BMW, Rad, and/or Sendoso products as prizes nor the use of BMW's, Rad's, and/or Sendoso's trademarks in connection with this Sweepstakes are intended to create a sense of endorsement or sponsorship by, or other false association with, BMW, Rad, and/or Sendoso or their products. In the event an advertised prize is not available, the Sponsor may substitute a prize of equal or greater value. All costs, taxes, fees, and expenses associated with any element of the prize not specifically addressed above are the sole responsibility of the respective winner.

**Prize Notification**: The thirty-two winners will be notified by email, phone or mail based upon available contact information. The prize winners will be selected from among all eligible entries received by Invoice Cloud in a random drawing held on or around the following drawing date(s): October 29, 2021; November 30, 2021; and December 20, 2021. Winners will be notified by email, phone or mail based upon available contact information ("Notification"). If a prize winner does not respond to Invoice Cloud's Notification within 48 hours of Invoice Cloud's first Notification attempt, the prize will be forfeited and awarded to an alternate winner. Once a prize winner responds to Invoice Cloud's Notification within the 48-hour window, the prize winner will thereafter have 48 hours to accept or reject the prize after their initial response to Invoice Cloud's Notification. The winner of the Grand Prize has 7 days to claim the prize after Invoice Cloud's first Notification attempt. The Grand Prize will be available at Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 303, Braintree, MA 02184. All other prizes may be shipped by Invoice Cloud to valid U.S. addresses, excluding addresses of New York, Guam, and Puerto Rico. By accepting a prize, the winner consents to the use of their name and likeness for publicity purposes without further compensation, unless otherwise prohibited by law.

**Winners**: For the names of the thirty-two winners, available on or about December 31, 2021, send a selfaddressed stamped envelope by mail to: Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 303, Braintree, MA 02184; Attn: Sweepstakes Department. These Official Rules will be available on participating Invoice Cloud Payer Portals website during the Sweepstakes Period.

**General Conditions**: These official rules shall be interpreted exclusively in accordance with Massachusetts law. All entrants agree to release, indemnify, and hold harmless the Sponsor, Invoice Cloud, Inc. and each of their customers, partners, employees, subsidiaries, agents, representatives, and affiliates and immediate family, from any and all claims of any kind arising directly or indirectly from the Sweepstakes, from any sweepstakes prize (including any associated tax or similar liability), or from any publicity about the Sweepstakes. Released parties do not have any responsibility or liability whatsoever

for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, printing, typographical, human or other errors, including, without limitation, the award of the prizes, the processing of entries or in any Sweepstakes related materials; for entries or signups that are corrupted, misdirected, incomplete, lost, stolen, late, undelivered, delayed, garbled, damaged, illegible or postage due; for transactions or entries that fail to enter into the processing system, or are reported or transmitted late or incorrectly or are lost for any reason. Sponsor reserves the right in their sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules. If in the Sponsor's opinion, there is any suspected or actual evidence of tampering or corruption or if the sweepstakes is compromised by virus. bugs, or any unauthorized human intervention, or any other causes beyond the control of the Sponsor and it is not capable of running as planned, Sponsor reserves the right to modify, suspend or to terminate the Sweepstakes and conduct a random drawing to award the prize using all eligible non-suspect entries received as of the termination date. If the sweepstakes is terminated prior to the Sweepstakes Period, notice will be posted on the Invoice Cloud website. Except where prohibited by law, any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, and shall not include any punitive, consequential or other damages, including costs associated with entering the Sweepstakes and in no event include attorneys' fees and winners hereby waive all rights to have damages multiplied or otherwise increased. Any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action. All dispute resolution shall be made by the Sponsor in their sole discretion.

**Data Collection**: Information collected from Entrants is subject to Sponsor's privacy policy, located at <u>www.invoicecloud.com/privacy.html</u>.

**Social Media Disclosure**: This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram, Twitter, YouTube, Google or any other social media, mobile application, over-the-top application, or similar platform where this Sweepstakes may be promoted, advertised or otherwise used to disseminate information relating to the Sweepstakes. You understand that all information is being provided to Sponsor and not to Facebook, Instagram, Twitter, YouTube, Google or any other social media where this Sweepstakes may be promoted, advertised or otherwise used to disseminate information relating to the Sweepstakes. You understand that all information is being provided to Sponsor and not to Facebook, Instagram, Twitter, YouTube, Google or any other social media where this Sweepstakes may be promoted, advertised or otherwise used to disseminate information relating to the Sweepstakes. Sponsor is not responsible for practices, terms or actions taken by any of these or other social media and web services sites. You understand that you are required to comply with terms and conditions of those social media platforms.

**Force Majeure**: Sponsor shall not be liable to participants, the winner or any other person or entity for failure to execute the Promotion, or supply a prize or any part thereof, by reason of any act of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulation, order or request proves to be invalid), equipment failure, terrorist act, cyber-attack, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, epidemics, pandemics, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, cancellation or delay of any event, or any similar or dissimilar event beyond their reasonable control.

**Severability**: The invalidity, illegality, or unenforceability of any provision of these Official Rules shall in no way affect the validity, legality, or enforceability of any other provision hereof. Any invalid, illegal, or unenforceable provision shall be deemed severed from these Official Rules and the balance of these Official Rules shall be construed and enforced as if these Official Rules did not contain such invalid, illegal, or unenforceable provision.

**Sponsor**: The Sponsor of the Sweepstakes is Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 303, Braintree, MA 02184.