



## OFFICIAL RULES OF TRADITIONAL G-TUBE FEEDBACK GIVEAWAY

**Applied Medical Technology, Inc.**

<https://www.appliedmedical.net/legal/official-rules-and-regulations/>

**NO PURCHASE NECESSARY. A PURCHASE DOES NOT INCREASE ANY CHANCE OF RECEIPT OF A PRIZE.**

**Sponsor.** THE TRADITIONAL G-TUBE FEEDBACK GIVEAWAY (the “Giveaway”) is sponsored by **Applied Medical Technology, Inc.** (the “Sponsor”), located at 8006 Katherine Boulevard, Brecksville, Ohio 44141. The Giveaway will function in accordance with the rules stated herein (the “Rules”). For questions regarding the Giveaway or these Rules, the Sponsor may be contacted at: (i) the above stated address or (ii) [Legal@AppliedMedical.net](mailto:Legal@AppliedMedical.net). An Entry (as defined below) by any participant to this Giveaway, whether eligible or ineligible, constitutes that individual’s full acceptance, acknowledgement, and understanding of the Giveaway, and these Rules, and is the participant’s formal understanding that they are submitting the Entry voluntarily. **THIS GIVEAWAY IS SUBJECT TO APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS AND VOID WHERE PROHIBITED OR RESTRICTED BY LAW.** This contest is in no way sponsored, endorsed or administered by any other entity, company or organization outside of the Sponsor.

**Official Rules.** The Giveaway will run in compliance with the following:

**Eligibility to Participate:** In order for an individual to be eligible to participate in the Giveaway (“Eligible Participant”), they must at least meet these minimum qualifications as of the submission of the Entry (the “Qualifications”):

1. A natural person who is:
  - a. Eighteen (18) years of age (or older);
  - b. A legal resident of the fifty (50) states of the United States of America, including the District of Columbia (excluding those located outside the USA, as well as those located in Puerto Rico, the US Virgin Islands and any other USA territories and possessions); and
  - c. Have used, or care for patients who use, the Traditional G-Tube (as verified by Sponsor).

The Eligible Participant may be required to submit additional information or provide reasonable proof of age for the purpose of confirming the above criteria. For clarification, an individual that: (i) does not meet the Qualifications or (ii) is an Eligible Participant, but is otherwise deemed ineligible pursuant to these Rules, shall be considered ineligible to participate (each an “Ineligible Participant”).

**Method of Entry:** The Giveaway will involve an Eligible Participant’s submission of a feedback survey (each an “Entry” or collectively the “Entries”) in line with the following conditions:

1. The Entry must be properly submitted, with all of the required fields completed, to <https://www.surveymonkey.com/r/TLGTubes> (therefore the Eligible Participant must have internet access).
2. Limit of one (1) Entry per Eligible Participant.
3. The Entry must be directly related to an un-expired Traditional G-Tube product (as indicated above).
4. The Entry **MUST** include the following:
  - a. The Eligible Participant’s name, phone number, email address, and county of residence.

There is no fee to submit an Entry. The Entry may ONLY be submitted during the Giveaway Term defined below. Participants should ensure the email provided in the Entry is active and regularly checked. All important information will be communicated to that email. No third-party Entry or Entry through any giveaway services is authorized.

An Entry made, but not received or accepted, is void. This may include, but is not limited to, an Entry that is: (i) lost, (ii) late, (iii) incomplete, (iv) damaged, (v) impossible to process, (vi) stuck in submission due to technical failures, or (vii) fraudulent.

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**User-Generated Content:** An Entry in this Giveaway may be considered to be user-generated content (“UGC”). To the extent an Entry is UGC, an Eligible Participant will become an Ineligible Participant if their Entry:

1. Contains third-party content.
2. Contains illegal, offensive, or otherwise inappropriate content.
3. Was not created by the Eligible Participant (It may not be created by any other person, nor any artificial intelligence platform, also known as “AI”).
4. Was previously published or otherwise made public elsewhere.
5. Contains personally identifiable information (except for the Eligible Participant’s personally identifiable information) or other sensitive/confidential information.
6. Violates any other reasonable restriction by the Sponsor.

For clarification, Sponsor may strike any Entry for any reason, solely at Sponsor’s discretion.

**Giveaway Term:** The Giveaway will run from **12:00PM EST on January 5<sup>th</sup>, 2026 through 11:59PM on November 30<sup>th</sup>, 2026**. In order for an Eligible Participant’s Entry to maintain eligibility, it must be submitted during this time frame. **NO LATE SUBMISSION(S) WILL BE ACCEPTED.** For the avoidance of doubt, Sponsor reserves the right to end the Giveaway at any time.

**Sponsor’s Affiliates:** Sponsor, its affiliates, subsidiaries, successors, assigns, officers, directors, shareholders, employees, agents, or representatives, or any individual living in the same residence as these individuals, that is involved in the administration of this Giveaway or providing of the Prize, is an Ineligible Participant, regardless of whether they meet the Qualifications.

**The Prize:** The first fifteen (15) Eligible Participants to submit a valid Entry (that are not otherwise deemed to be an Ineligible Participant) will receive a prize. The prize is a twenty-five-dollar (\$25) Amazon® electronic gift card (the “Prize”).<sup>1</sup>

Within a reasonable time after Sponsor validates the Entry, the Prize will be delivered to the Eligible Participant’s email address or, at the mutual agreement of the Sponsor and Eligible Participant, the email address of an individual designated by the Eligible Participant. The Prize is provided by Sponsor “as is” and is otherwise not transferable or redeemable in cash. Should there be any dispute as to the identity of an Eligible Participant, the Prize will be awarded to the natural person to whom the email address is assigned by the internet service provider responsible for the domain associated with the submitted email address.

For the avoidance of any doubt, if it is deemed impossible (by Sponsor) for Sponsor to issue the Prize for the selected Eligible Participant, that Eligible Participant will be deemed to be an Ineligible Participant and a replacement Eligible Participant will be selected.

The Sponsor is not responsible for any kind of printing, technical, or other similar error in the selection process, and the Sponsor has the right to cancel all or part of the Giveaway and/or to declare an Eligible Participant as an Ineligible Participant in such a situation. The Sponsor has the exclusive power to interpret the Rules, and the Sponsor’s decision(s) regarding any and all matters related to the Giveaway, are final and binding.

**Non-Discrimination.** During the Giveaway, Sponsor shall not discriminate against any individual in compliance with applicable laws, regulations, and guidelines, on the basis of any lawfully protected class, including, but not limited to, sex, gender, race, national origin, family status, or age.

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<sup>1</sup> Amazon® is a trademark or registered trademark of Amazon Technologies, Inc., or its affiliates and Sponsor is not responsible for it.

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**Choice of Law; Arbitration.** The Eligible Participant and Sponsor agree that any and all disputes, claims, or complaints related to the legality, interpretation, application, or performance of these Rules and Giveaway (each a “Dispute(s)”) will be resolved pursuant to this provision. The Eligible Participant understands that by entering into this Giveaway, THE ELIGIBLE PARTICIPANT IS GIVING UP THEIR RIGHT TO A JURY TRIAL OR TO FILE A LAWSUIT IN COURT AGAINST THE SPONSOR.

Any Dispute, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, shall be submitted to binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with AAA’s arbitration rules (“AAA Rules”). The AAA Rules are available at <https://www.adr.org/rules-forms-and-fees/>. The Eligible Participant may call AAA at (212)-484-4181 or (888)-855-8575 (message or data rates may apply). The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve any Dispute (“Arbitrator”). The Arbitrator’s decision shall be final and binding only on the Eligible Participant and Sponsor. This agreement to arbitrate covers all past, current, and future Disputes that otherwise could be brought in federal, state or local court or agency under applicable federal, state or local laws, arising out of this Giveaway or Rules, including claims the Eligible Participant may have against Sponsor or its officers, directors, supervisors, managers, employees, or agents in their capacity as such. Any Dispute that cannot lawfully be resolved through arbitration is not subject to this provision.

Except for representative Disputes which cannot be waived under applicable law, the Eligible Participant and Sponsor agree that to the fullest extent allowable by law: (i) class action and representative Dispute procedures are hereby waived and shall not be asserted, nor will they apply, in any arbitration pursuant to this Agreement; (ii) each will not assert class action or representative Disputes against the other in arbitration or otherwise; and (iii) the Eligible Participant and Sponsor shall only submit their own, individual Disputes in arbitration and will not seek to represent the interests of any other person or entity.

The Eligible Participant and Sponsor understand and fully agree that by entering into this Agreement to arbitrate, they are giving up their constitutional right to have a trial by jury and are giving up their normal rights of appeal following the issuance of the Arbitrator’s award, except as applicable law provides for judicial review of arbitration proceedings. Each party anticipates that by entering into this provision, they will gain the benefits of a speedy and less expensive Dispute resolution procedure.

Arbitration shall be initiated upon the express written notice of either party. The aggrieved party must give written notice of any claim to the other party. Written notice of Eligible Participant’s claim shall be mailed by certified or registered mail, return receipt requested, to the Sponsor’s legal department at 8006 Katherine Boulevard, Brecksville, Ohio 44141; Attn: AMT Legal. Written notice of the Sponsor’s claim will be mailed to the last known address of the Eligible Participant. The written notice shall identify and describe the nature of all Disputes asserted and the facts upon which such Disputes are based. Written notice of arbitration shall be initiated within the same time limitations that Ohio law applies to those Disputes.

AAA’s Rules regarding discovery shall apply. The Arbitrator selected shall have the authority to set deadlines for completion of discovery and decide all discovery disputes. Any arbitration shall be governed by the Federal Arbitration Act (“FAA”), to the exclusion of any state law inconsistent with the FAA. If it is determined by a court that the FAA does not apply to the Parties’ dispute, then the laws of the State of Ohio shall govern. The Arbitrator shall apply the substantive state or federal law (and the law of remedies, if applicable) as applicable to the Dispute asserted. The Arbitrator shall conduct and preside over an arbitration hearing of reasonable length, to be determined by the Arbitrator. This Giveaway, the Rules, and this provision shall be governed by and construed in accordance with the laws of the State of Ohio. The Arbitrator shall provide each party with a written decision explaining their findings and conclusions. The Arbitrator’s decision shall be final and binding upon each party and the parties agree that awards deciding issues for similarly situated individuals will have no preclusive effect in any arbitration between the Parties.

The Arbitrator shall have jurisdiction to hear and rule on prehearing arguments and is authorized to hold prehearing conferences by telephone or in person as the Arbitrator deems necessary. The Arbitrator shall have the authority to set deadlines for filing motions for summary judgment, and to set briefing schedules for any motions. The Arbitrator shall have the authority to adjudicate any cause of action, or the entire claim, pursuant to a motion for summary adjudication and/or summary judgment, and, in deciding such motions, shall apply the law of the State of Ohio.

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Either party may bring an action in court to compel arbitration or to otherwise determine the arbitrability of a Dispute, and to confirm, vacate, or enforce an arbitration award, and each party shall bear its own attorney fees and costs and other expenses of such action. However, if any party prevails on a statutory claim which affords the prevailing party attorneys' fees and costs, the Arbitrator may award reasonable attorneys' fees and costs to the prevailing party in accordance with that statute. Any dispute as to the reasonableness of any fee or cost shall be resolved by the Arbitrator.

**Privacy.** Any Entry submitted during the Giveaway under these Rules by an Eligible Participant becomes the property of Sponsor. However, Sponsor will not engage in the sale, distribution, or sharing of private participant information with outside parties unless it is required for regulatory or legal purposes.

**Grant of License.** By submission of an Entry to the Giveaway, each Eligible Participant grants to Sponsor, their affiliates, successors, assigns, contractors, employees, officers, directors, and agents (the "Licensees") a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable right to exercise the copyright, publicity, database rights and/or any other rights Eligible Participant has in the Entry, in any media now known or hereafter devised (including without limitation, the internet), without any compensation. Further, by entering the Giveaway, Eligible Participant grants Licensees the additional license to distribute the Entry as required by applicable regulation or law, or incorporate the Entry into any form, medium, or technology. Licensees, if not required by law or regulation, shall not be required to designate each Eligible Participant as the creator or author of an Entry that is distributed or otherwise exploited by Licensees, or include any references to the Eligible Participant on, or in connection with, any Entry that is distributed or otherwise exploited by Licensees.

**Representations and Warranties.** Each Eligible Participant represents and warrants that: (i) the Entry complies with the Rules; (ii) the Entry is original (in compliance with "User-Generated Content") and has not previously been submitted in the Giveaway; (iii) the Entry does not and will not infringe any third party's intellectual property right, including, but not limited to, copyright, patent, or trademark; (iv) the Entry is not the subject of any actual or threatened litigation or claim; (v) the Entry is appropriate and not obscene, offensive, libelous, pornographic, threatening, abusive, illegal, or otherwise objectionable; (vi) the Entry does not contain illegal content, encourage a criminal offense or otherwise give rise to liability; (vii) the Eligible Participant meets the Qualifications; and (viii) the Eligible Participant is not an affiliate, subsidiary, successor, assign, officer, director, shareholder, employee, agent, or representative of the Sponsor, or an individual living in the same residence of these individuals, participating in the administration of this Giveaway or the providing of the Prize. Each Eligible Participant acknowledges that no part of this Giveaway or Rules shall constitute an employment, joint venture, or partnership relationship between the Eligible Participant and Sponsor. In no way is each Eligible Participant to be construed as the agent or to be acting as the agent of Sponsor in any respect.

**Release of Liability & Indemnification.** ANY ELIGIBLE PARTICIPANT, INELIGIBLE PARTICIPANT OR PARTICIPANT OF ANY KIND, WHETHER SUBMITTING A VALID ENTRY OR NOT, HEREBY AGREES TO RELEASE, INDEMNIFY AND HOLD HARMLESS SPONSOR AND THEIR AFFILIATES, SUCCESSORS, ASSIGNS, CONTRACTORS, EMPLOYEES, OFFICERS, DIRECTORS, AND AGENTS (COLLECTIVELY THE "RELEASEES") AGAINST ANY AND ALL ALLEGED OR ACTUAL CLAIM, ACTION, LIABILITY, INJURY, LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY SPECIFIC ACT, OMISSION, ERROR, VIOLATION OF LAW, BREACH OF THESE RULES AND PERSONAL INJURY OR DEATH, ARISING OUT OF OR RELATED TO THE GIVEAWAY, OR FROM THE ACCEPTANCE, POSSESSION, OR USE OR MISUSE OF ANY PRIZE OR RELATED ACTIVITY. THIS LIMITATION OF LIABILITY IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING (WITHOUT LIMITATION) COMPENSATORY, DIRECT, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES; LOSS OF DATA, INCOME, OR PROFIT; LOSS OF DAMAGE TO PROPERTY; AND CLAIMS OF THIRD PARTIES. ELIGIBLE PARTICIPANTS AGREE THAT SPONSOR HAS NOT MADE NOR IS IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, STATUTORY, EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE), IN FACT OR IN LAW, RELATIVE TO THE GIVEAWAY OR ANY PRIZE AWARDED HEREUNDER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SPONSOR DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO SPONSOR'S WEBSITE AND SPONSOR SHALL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS RELATED THERETO. THESE RULES GIVE

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THE ELIGIBLE PARTICIPANT SPECIFIC LEGAL RIGHTS. THE PROVISIONS REGARDING IMPLIED WARRANTIES ARE VOID IN SOME JURISDICTIONS WHERE IMPLIED WARRANTIES ARE PRESCRIBED BY LAW.

Neither Sponsor, nor its Releasees, are responsible for a lost, late, illegible, damaged or stolen Entry, or problems related thereto of any kind, whether mechanical, human, or electronic. Releasees are not responsible for technical, hardware, or software malfunctions, telephone failures of any kind, lost or unavailable network connections, inability to access a website or submit an Entry, vote, fraud, incomplete, garbled, or delayed computer transmission or inaccurate transcription of Entry information, whether caused by the Releasees, Eligible Participants, or by any of the equipment or programming associated with or used in this Giveaway, or by any technical or human error which may occur in the processing of submissions which may damage a user's system or limit an Eligible Participant's ability to participate in the Giveaway. Sponsor reserves the right, in its sole discretion, to cancel or suspend part or all of this Giveaway at any time without notice, if virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness, or integrity and proper play of the Giveaway. In such event, Sponsor may, at its sole discretion, void any Entry it suspects to be at issue and award the Prize from among all Eligible Participants up to the date of cancellation.

**Warning:** ANY ATTEMPT BY AN ELIGIBLE PARTICIPANT, OR ANY OTHER INDIVIDUAL, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE ANY ONLINE SERVICE RELATED TO THIS GIVEAWAY OR RULES, OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW AND/OR CRIMINAL PROSECUTION.

**Waiver.** Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that or any other provision. Sponsor reserves the right to disqualify any Eligible Participant who violates the Rules or interferes with this Giveaway in any manner. If an Eligible Participant is disqualified, Sponsor reserves the right to deem them an Ineligible Participant for this Giveaway and prohibit their participation in any potential future Giveaway.

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INTENTIONALLY LEFT BLANK***

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