

CARDIAC SCIENCE “WIN-AN-AED” CONTEST [United States]

OFFICIAL RULES

Important: Please read these Official Rules before entering this Contest (the “Contest”).
By participating in this Contest, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below.

PURCHASE of one of the following Cardiac Science accessories:

- **Powerheart® G3 Battery (Part #: 9146-302)**
- **Powerheart® G3 TSO Battery (Part #: 9147-201-TSO)**
- **Powerheart® G3 Pro Battery (Part #: 9145-301)**
- **Powerheart® G3 Adult Pads (Part #: 9131-001)**
- **Powerheart® G3 Pediatric Pads (Part #: 9730-002)**
- **Powerheart® G5 Battery (Part # XBTAED001A)**
- **Powerheart® G5 Adult Defibrillation Pads (Part #: XELAED001B)**
- **Powerheart® G5 Adult Defibrillation Pads w/ ICPR (Part #: XELAED002B)**
- **Powerheart® G5 Pediatric Defibrillation Pads (Part #: XELAED003A)**

IS NECESSARY TO ENTER THIS CONTEST. Contest void where prohibited by law. Subject to applicable federal, state, and local laws.

1. Eligibility: The Contest is open only to individuals who are legal residents of the lower 48 United States or District of Columbia excluding Alaska, Hawaii, Puerto Rico and the Virgin Islands and are at least 18 years old (or the age of majority in their jurisdiction, whichever is older) at the time of entry. Directors, officers, members, managers, and employees of Cardiac Science Corporation (“*Sponsor*”), and any of its respective parent companies, affiliate companies, subsidiaries, agents, professional advisors, advertising, promotional, public relations, and fulfillment agencies, consultants, legal counsel, website providers, web masters, and immediate family members (spouses, parent, child, sibling, grandparent, and “step” child, wherever they may live) of each are not eligible to win any prize. **IF YOU DO NOT MEET ANY OF THESE REQUIREMENTS, OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES, YOU ARE NOT ELIGIBLE TO WIN A PRIZE.** To be eligible to win a prize, entries must be completed and received by Sponsor in the manner and format designated below.

2. Contest Period: The Contest starts at 12:00:01 a.m. Pacific Time (PT) on July 1, 2018 and ends at 11:59:59 p.m. PT on September 30, 2018 (the “*Contest Period*”). All entries must be received during the Contest Period and meet other requirements in these Official Rules to be eligible to win a prize. Sponsor’s or its designee’s computer is the official time-keeping device for the Contest.

3. How to Enter: To enter, (i) visit the Cardiac Science iShop Online Store website at shop.cardiacscience.com; and (ii) purchase one of the following genuine Cardiac Science accessories shown above in the bulleted list to be entered.

By purchasing a Cardiac Science accessory (shown in the Eligibility section) as instructed above, you agree that your entry conforms to the Guidelines and Restrictions detailed below. Sponsor may choose to remove any entry or disqualify you from the Contest if it believes that your entry fails to conform with the Guidelines and Restrictions.

If participating in this Contest via your mobile device (which service may only be available via select devices and participating wireless carriers and is not required to enter), you may be charged for standard data use from your mobile device according to the terms in your wireless service provider's data plan. Normal airtime and carrier charges and other charges may apply to data use and will be billed on your wireless device bill or deducted from your pre-paid balance. Wireless carrier rates vary, so you should contact your wireless carrier for information on your specific data plan.

4. Selection and Notification of Winner: One winner will be selected at the end of the consecutive 3-month period ("**Quarter**") during the Contest Period. For clarity, the Contest Quarter is as follows:

- Third Quarter: July 1, 2018 to September 30, 2018

After the end of the Quarter, a winner will be randomly selected.

The potential winner will be notified via email within 5-7 business days after being selected as the potential winner. To the fullest extent permitted by applicable law, Sponsor may require each potential winner to sign and return, within seven days of being notified, an Affidavit of Eligibility and Liability/Publicity Release in order to claim his/her prize. If (i) the attempted notification is returned as undeliverable without a forwarding address; (ii) any required documents are not returned within seven days, such as the Affidavit of Eligibility and Liability/Publicity Release; or (iii) if potential winner is otherwise unable to accept the prize as stated, the prize will be forfeited and will be awarded to an alternate winner.

Verification of Potential Winner: EACH POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. AN ENTRANT IS NOT A PRIZE WINNER UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE AND NO FURTHER ACTION IS NEEDED.

5. Prize: One winner will each receive one Powerheart® G5 Automatic External Defibrillator (approximate retail value ("**ARV**") of AED: \$2,095 USD). Total ARV of prize: \$2,095 USD. The prize winner will receive his/her prize within 60 days after completing Sponsor's verification, Affidavit of Eligibility and Liability/Publicity Release, and other winner-related documentation mentioned in these Official Rules.

Prize Restrictions: ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. Prizes are not transferable. No substitutions or exchanges of prize (including for cash) will be permitted, except that Sponsor reserves the right to substitute a prize of comparable or greater value for any prize. Sponsor will not replace any lost or stolen prizes or prize components. Only the number of prizes stated in these Official Rules are available to be won in the Contest.

Except for applicable manufacturer's standard warranties, prize is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including any implied warranty of merchantability or fitness for a particular purpose).

6. Disclaimer: Sponsor, and any of its respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, consultants, contractors, legal counsel, public relations firms, employees and advertising, fulfillment and marketing agencies (collectively, the "**Released Parties**") will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) telephone, electronic, hardware, software, network, Internet, or other computer or communications-related malfunctions or failures beyond Sponsor or the Released Parties' reasonable control; (c) any Contest disruptions, injuries, losses or damages caused by events beyond the reasonable control of Sponsor or the Released Parties (including by non-authorized human intervention); or (d) any printing or typographical errors in any materials associated with the Contest.

7. Limitations of Liability; Releases: By entering the Contest, you release Sponsor and all Released Parties from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Contest or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including claims, costs, injuries, losses and damages related to rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE SPONSOR OR THE RELEASED PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED TO YOUR PARTICIPATION IN THE CONTEST OR USE OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE CONTEST OR ANY PRIZE, EVEN IF A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE RELEASED PARTIES (JOINTLY) ARISING OUT OF OR RELATING TO YOUR PARTICIPATION IN THE CONTEST OR USE OF OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE CONTEST OR ANY PRIZE EXCEED \$10. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT EXCLUDE OR LIMIT LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY PRODUCTS RENTED FROM THE SPONSOR, OR FOR THE RELEASED PARTIES' GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR FOR FRAUD.

8. Use of Winner's Name, Likeness, etc.: Except where prohibited by law, entry into the Contest constitutes permission to use your name, hometown, aural and visual likeness and prize information for advertising, marketing, and promotional purposes without further permission or compensation (including in a public-facing winner list). As a condition of being awarded any prize, except where prohibited by law, winner may be required to execute a consent to the use of their name, hometown, aural and visual likeness and prize information for advertising, marketing, and promotional purposes without further permission or compensation. By entering this Contest, you consent to being contacted by Sponsor for any purpose in connection with this Contest.

9. License to Entry: By entering the Contest and providing your entry in connection with the Contest, you hereby grant to Sponsor a perpetual, irrevocable, royalty-free, worldwide, nonexclusive license to publish, reproduce, display, perform, distribute, adapt, edit, modify, translate, create derivative works based upon, and otherwise use and sublicense your entry, or any portion thereof (including your name and likeness as shown and conveyed in the entry), in connection with the Contest and for other advertising, marketing, and promotional purposes, and to incorporate entries, in whole or in part, into other works in any manner, form, media or technology now known or later developed. Sponsor will have no obligation to publish or use or retain any entry you submit or to return any such entry to you. You agree that it is your sole responsibility to obtain all permissions and releases necessary for the grant of the rights contained in this paragraph. You agree to take, at Sponsor's expense, any further action (including execution of affidavits, tax forms, and other documents) reasonably requested by Sponsor to effect, perfect or confirm Sponsor's rights as set forth above in this paragraph. You will not be entitled to compensation for any use by Sponsor, or its agents, licensees or assignees, of your entry.

10. Privacy: Please see Sponsor's Privacy Policy at <https://www.cardiacscience.com/privacy-policy/>.

11. Winner List; Rules Request: For a copy of the winner list, send an email to care@cardiacscience.com after September 30, 2018 and before January 1, 2020. To obtain a copy of these Official Rules, visit <https://www.cardiacscience.com/products/accessories> or send a stamped, self-addressed business-size envelope to the address listed in Section 16 below, Attn: Cardiac Science U.S. Win-an-AED Contest. VT residents may omit return postage.

12. Intellectual Property Notice: CARDIAC SCIENCE and POWERHEART are trademarks of Cardiac Science Corporation. The Contest and all accompanying materials are copyright © 2018 by Cardiac Science Corporation.

All rights reserved.

13. Disputes: EACH ENTRANT AGREES THAT ANY DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST OR ANY PRIZE AWARDED WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WISCONSIN OR THE APPROPRIATE STATE COURT LOCATED IN DANE COUNTY, WISCONSIN. THESE OFFICIAL RULES ARE GOVERNED BY THE LAWS OF THE STATE OF WISCONSIN, WITHOUT REGARD TO CONFLICTS OF LAWS. YOU WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.

14. General Conditions: Entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to change these Official Rules at any time, in its discretion, and to suspend or cancel the Contest or any entrant's participation in the Contest should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's reasonable control affect the administration, security or proper play of the Contest, or Sponsor otherwise becomes (in its discretion) incapable of running the Contest as planned. Entrants who violate these Official Rules, violate any law, rule or regulation in connection with participation in the Contest, tamper with the operation of the Contest or engage in any conduct that is detrimental or unfair to Sponsor, the Contest or any other entrant (as determined in Sponsor's discretion) are subject to disqualification from the Contest. Any attempt by an entrant or other individual to deliberately damage any website associated with this Contest or undermine the legitimate operation of the Contest may be in violation of criminal and civil law and Sponsor reserves the right to prosecute and seek damages from any such person to the fullest extent permitted by applicable law. Sponsor reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Contest. Sponsor reserves the right to disqualify any entries received that contain inappropriate or offensive content. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect. The use of the term "including" in these Official Rules is illustrative and not limiting.

15. Sponsor: Cardiac Science Corporation, 500 Burdick Parkway, Deerfield, WI 53531.