

**POINTCLICKCARE TECHNOLOGIES INC.  
SUMMIT 2019 SWEEPSTAKES  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES, OR TO CLAIM A PRIZE.**

***THESE OFFICIAL RULES CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST SPONSOR TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST SPONSOR ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.***

The Summit Sweepstakes (the “**Sweepstakes**”) begins at 12:01 a.m. EST on March 18, 2019 (the “**Sweepstakes Start Date**”) and ends at 11:59 p.m. EST on August 31, 2019 (the “**Sweepstakes End Date**”), (such period referred to herein as the “**Sweepstakes Period**”). The Sweepstakes is sponsored by PointClickCare Technologies Inc. (the “**Sponsor**”).

**1. HOW TO ENTER:** To enter, eligible participants must register for SUMMIT 2019 before the Sweepstakes End Date. Participation in the Sweepstakes is voluntary and does not require you to purchase anything from the Sponsor. If you are an eligible participant that has not registered for SUMMIT 2019, you may alternatively enter by mail, by printing your first and last name, complete address, city, state, zip code, daytime telephone number, date of birth, and e-mail address (if available) on a three-by-five-inch card, putting the card in an envelope, affixing first-class postage, and sending it to the Sponsor with attention to SUMMIT 2019 SWEEPSTAKES. No illegible, incomplete, forged or altered entries will be accepted. All entries must be received by the last day of the Sweepstakes Period. One entry per customer. Mechanically reproduced entries not accepted. All entries become the property of the Sponsor and will not be returned.

**2. PRIZES:** Prizes include the following:

- a. For entries received before 11:59 p.m. EST on June 30, 2019 (the “**Early Bird Prizes**”):
  - i. VIP Accommodation upgrade – Room upgrade to a one-bedroom suite (Sunday – Wednesday), round trip airport transfer from the Gaylord Texan and priority check in – 2 prizes, each with a retail value of \$225.00 USD (actual value may vary);
  - ii. 50-minute spa treatments – 2 prizes, each with a retail value of \$110.00 USD (actual value may vary); and
- b. For entries received before 11:59 p.m. EST on August 31, 2019 (the “**VIP Prizes**”):
  - i. VIP treatment at welcome reception – VIP area with food, server, etc. – 10 prizes, each with a retail value of \$150.00 USD (actual value may vary); and
  - ii. VIP tour in advance of the Gala night – early transportation and tour of venue – 5 prizes, each with a retail value of \$200.00 USD (actual value may vary).

Odds of winning are affected by the number of eligible entries received by the Sweepstakes End Date. Participants are eligible to win one prize only. Winners of the Early Bird Prizes will be contacted directly on July 3, 2019 and the VIP Prizes will be contacted directly on September 4, 2019, each by email or phone, and may be announced on social media and via the SUMMIT website. Each winner will have 48 hours to claim their prize. The actual number of prizes awarded is based on the number of eligible entries received. There is no substitution, cash equivalent or transfer of prizes allowed. Winner will be solely responsible for all other expenses not specifically

set forth herein. The Sponsor reserves the right to substitute prizes of equal or greater value. No other substitution or transfer of prizes permitted. The Sponsor is responsible only for prize delivery; not responsible for prize utility, quality or otherwise. In order to receive a prize, winner may be required to provide proof of identification. Taxes on any prize, including income and/or sales taxes, are the sole responsibility of winner. The winner of any prize with a value of \$600 or greater will be issued a 1099 U.S. Tax Form for the retail value of the prize.

**3. ELIGIBILITY:** The Sweepstakes is only open to legal residents of the United States and Canada (excluding Quebec) who (a) are at least 18 years old at the time of entry (or, if older, the age of majority required by a particular jurisdiction) and (b) are customers of the Sponsor at the time of entry. By participating in the Sweepstakes, each entrant accepts the conditions stated in these Official Rules and the Sponsor's Privacy Policy located at <https://pointclickcare.com/website-privacy-policy/>, agrees to be bound by the decisions of the Sponsor and warrants that s/he is eligible to participate in the Sweepstakes. Employees, partners, independent contractors, officers, and directors of the Sponsor, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, and legal advisors, and their immediate family members and persons living in the same household, are not eligible to participate in the Sweepstakes. SWEEPSTAKES IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW and is subject to applicable federal, state, provincial/territorial and local laws and regulations.

**4. SELECTION OF WINNER:** On or about July 1, 2019, the Sponsor will randomly select the winners of the Early Bird Prizes and on or about September 1, 2019, the Sponsor will randomly select the winners of the VIP Prizes. Winners will be selected from all eligible entries received by the Sweepstakes End Date. Winners of the Early Bird Prizes will be notified by telephone or email on July 3, 2019 and winners of the VIP Prizes will be notified by telephone or email on September 4, 2019. In order to win, selected Canadian entrants must first correctly answer a time-limited mathematical skill-testing question to be administered by telephone or email. In the event a winner does not accept a prize, a winner is ineligible, or the prize or prize notification is not deliverable, an alternate winner may be selected. The Sponsor is not responsible for, and shall not be liable for, late, lost, misdirected or unsuccessful efforts to notify a winner. Winners agree to use of name, address, likeness, and/or prize information for promotional purposes in any medium without additional compensation to the extent permitted by law. Where lawful, winners may be required to sign and return a Publicity Consent and Liability Release.

**5. CONDITIONS:** The Sponsor and its agents, directors, officers, shareholders, employees, insurers, servants, parents, subsidiaries, divisions, affiliates, predecessors, successors, representatives, advertising, promotion, and fulfillment agencies, and legal advisors (the "**Released Entities**"), are not responsible for, shall not be liable for, and hereby disclaim all liability arising from or relating to: (i) late, lost, stolen, delayed, damaged, misdirected, misaddressed, incomplete, unintelligible or postage-due entries; (ii) telephone, electronic, hardware or software program, network, Internet, computer or other malfunctions, failures, or difficulties of any kind, whether human or technical; (iii) failed, incomplete, garbled, or delayed computer or e-mail transmissions; (iv) any condition caused by events beyond the control of the Sponsor; (v) any injuries, losses, or damages of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Sweepstakes; or (vi) any printing or typographical errors in any materials associated with the Sweepstakes. The Sponsor reserves the right, in its sole discretion, to suspend, modify or cancel the Sweepstakes should any unauthorized human intervention or other causes beyond the Sponsors' control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In the event that proper administration of the Sweepstakes is prevented by such causes as contemplated above, the Sponsor will pick the winner from all eligible, non-suspect entries received prior to such action. By participating in the Sweepstakes, participants and winner agrees to release, discharge and hold harmless the Released Entities, and all others associated with the development and execution of the Sweepstakes, from any and all losses, damages, rights, claims and actions of any kind arising out of or relating to the Sweepstakes, participation in the Sweepstakes, the prize, and/or acceptance, possession, use or misuse of the prize, including but not limited to statutory and common law claims for misappropriation or participant's right of publicity. This Sweepstakes shall be governed by Delaware law.

**6. ARBITRATION AGREEMENT: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.**

**a. Agreement to Arbitrate.** Agreement to Arbitrate: This Section is referred to in these Official Rules as the “Arbitration Agreement.” You agree that any and all disputes or claims that have arisen or may arise between you and Sponsor, whether arising out of or relating to these Official Rules, the Promotion, your participation in the Promotion, the prize, acceptance, possession, use or misuse of the prize, any advertising, or any aspect of the relationship between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by participating in the Promotion, you and Sponsor are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

**b. Prohibition of Class and Representative Actions and Non-Individualized Relief.** ***YOU AND SPONSOR AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND SPONSOR AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON’S OR PARTY’S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY’S INDIVIDUAL CLAIM(S).***

**c. Pre-Arbitration Dispute Resolution.** Sponsor is always interested in resolving disputes amicably and efficiently, and most participant concerns can be resolved quickly and to the participant satisfaction’s by emailing [legal@pointclickcare.com](mailto:legal@pointclickcare.com). If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“**Notice**”). The Notice to Sponsor should be sent to 5570 Explorer Drive, Mississauga, Ontario, L4W 0C4, Attention: General Counsel (“**Notice Address**”). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Sponsor and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Sponsor may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Sponsor or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Sponsor is entitled.

**d. Arbitration Procedures.** Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association’s (“**AAA**”) rules and procedures, including the AAA’s Supplementary Procedures for Consumer-Related Disputes (collectively, the “**AAA Rules**”), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA’s consumer arbitration page, [http://www.adr.org/consumer\\_arbitration](http://www.adr.org/consumer_arbitration). If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Official Rules as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Official Rules and

applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Sponsor and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, Sponsor agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

**e. Costs of Arbitration.** Payment of all filing, administration, and arbitrator fees (collectively, the “**Arbitration Fees**”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. Any payment of attorneys’ fees will be governed by the AAA Rules.

**f. Confidentiality.** All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

**g. Severability.** A court or the arbitrator decides that any term or provision of this Arbitration Agreement other than clause (b) above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or arbitrator decides that any of the provisions of clause (b) is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of these Official Rules will continue to apply.

**7. WINNER LIST:** The list of winners will be made available to any eligible participant upon written request.

**8. SWEEPSTAKES SPONSOR:**

PointClickCare Technologies Inc.  
Summit 2019 Sweepstakes  
5570 Explorer Drive  
Mississauga, Ontario  
L4W 0C4

**9. NOTICE:** The Sponsor reserves the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Sweepstakes in violation of these Official Rules and/or criminal and/or civil law.

**10. INTELLECTUAL PROPERTY:** Copyright 2019 PointClickCare Technologies Inc. All rights reserved. PointClickCare Technologies Inc. and the associated logo are registered trademarks of PointClickCare Technologies Inc. Any other trademarks in these Official Rules are used for prize identification purposes ONLY and are the properties of their respective owners.