

Contest rules

Version 2.0 (solely due to extended deadline,

the 2nd version does not contain changes of another nature)

NO PURCHASE IS NECESSARY TO ENTER.

YOUR CHANCES OF WINNING DO NOT INCREASE WITH A PURCHASE.

- **Sponsor**

- The contest is organised by Tover Health Tech Inc. and Tover B.V. (hereafter together referred to as “Tover” or “the Sponsor”).
- Phone number: +1 855-998-6837.
- Office address:

TABS INC, 228 East

45TH ST RM 9E NEW YORK

NY 10017.
- The registered office of the Corporation in the State of Delaware is at the address of its registered agent Northwest Registered Agent Service inc.: 8 The Green STE B, Dover, County of Kent, DE 19901.

- **The prize**

- A free Tovertafel
- A free two-year Open Play and Learn subscription (Seniors)

The Open Play & Learn subscription deepens the experience of playing with the Tovertafel. Get access to all games for the target group Seniors, be inspired, receive tips 24/7 through our online platform My Tover, and gain insights into your Tovertafel use.

Please note that if, after the initial two-year subscription, you want to renew your subscription, such renewal will not be free (and will be subject to the then-current prices). Suppose you prefer not to renew the subscription. In that case, you will be granted a limited, non-exclusive, revocable license to continue using a starter set (of ten games) on the Tovertafel as long as the Tovertafel is in use (provided you comply with the license and do not infringe on Tover's IP rights).

- A free (virtual) training session

To help you get started and get the most out of the Tovertafel.

- Free shipping to the winning care community (named on the registration form) located in the Contiguous United States
- A full media launch support package;
- A webinar for family members to learn about the Tovertafel;
- Free 2-year service and support

The approximate value of the prize is USD 15,000

Please note that the installation of the Tovertafel is not included in the prize. The packaging does come with clear installation instructions.

Please note that the specifics of the prize shall be solely determined by Tover and prize substitution shall only be permitted at Tover's discretion. In no event, the prize can be substituted in cash. The prize is non-transferable and any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the Winner.

- **Eligibility**

*Participants must meet all criteria to be eligible for participation in the contest. You have entered into the contest once you have successfully completed all two steps in the section "How to enter the contest" below (walking through all cumulative steps will qualify as "an **Entry**"). Your Entry shall be void if your (eligibility for) participation in the contest is prohibited by applicable federal, state and/or local laws.*

- Entries must come from (i) professionals working in a Not-For-Profit senior care community located in the Contiguous United States (Staff member, Director, Manager etc.) or (ii) family members of residents of a

Not-For-Profit senior care community located in the Contiguous United States. In the event of doubt, Tover may ask you to provide evidence thereof (which you shall provide at first request).

- The entering participant must be over 18 years of age (as of the date of Entry).
- Participants must be legal residents of the US.
- Employees of Tover (and their immediate family members), affiliates and suppliers of Tover are not eligible for participation in the contest. The same applies to advertising and promotion agencies.
- Since we make use of Social Media Platforms to promote our contest, you must also comply with the following policies/community guidelines: [Youtube](#), [Instagram](#), [Facebook](#) & [LinkedIn](#). If it becomes apparent that you have violated any of these policies/guidelines (or if Tover has a reasonable suspicion that you have done so), then you may - at Tover's sole discretion - be disqualified from the contest.
- **The number of entries is limited to one entry per senior care community and per participant** (no double entries by the same organization or the same person). In the event of multiple entries, only the first will count as a valid Entry.

- **How to enter the contest**

To enter the contest you should complete the following (cumulative) steps before October 5th 11:59 PM (PDT):

- **Step 1:** Share your most creative and purposeful activity used with residents living with dementia included in a comment under a pinned post on our Tover US Facebook page ([link](#)); and
- **Step 2:** Complete the registration form on our website ([link](#)). The information provided should be complete, up-to-date, and correct.

Please note that your entry must be in "good taste" and in keeping with the Sponsor's brand image and must not be explicit, offensive, obscene, or profane, and must not be derogatory toward any ethnicity, race, gender, sexual orientation, religion, profession, or age group, or promote any activities that may be unsafe or dangerous, as determined by the Sponsor. A breach of the aforementioned rule may - at the sole and absolute discretion of Tover - result in disqualification.

Please also note that entries that are not complete or do not adhere to the contest rules or specifications may be disqualified at the sole discretion of Tover. Any and all (suspected) fraudulent methods of entry or circumvention of the rules may result in Tover invalidating your entry (at Tover's sole discretion).

- **Intellectual property**

Your submission must be original work and may not violate anyone's proprietary or intellectual property rights. If this condition is not met, you will be disqualified from the contest. **Please note that** any use of Artificial Intelligence to (help) generate your submission is at the risk of the Participant. BY PARTICIPATING IN THE CONTEST YOU ALSO AGREE THAT YOU SHALL DEFEND OR SETTLE AGAINST ANY AND ALL CLAIMS THAT MAY ARISE FROM OR ARE OTHERWISE RELATED TO YOUR VIOLATION OF ANYONE'S PROPERTY OR INTELLECTUAL PROPERTY RIGHTS AT YOUR SOLE EXPENSE AND THAT YOU SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS TOVER FROM ANY AND ALL CLAIMS THAT ARE RELATED TO YOUR SUBMISSION.

- **Rights granted by the Participant**

BY PARTICIPATING IN THE CONTEST, YOU GRANT TOVER, ANYONE ACTING ON BEHALF OF TOVER, OR ITS RESPECTIVE LICENSEES, SUCCESSORS, AND ASSIGNS, THE RIGHT, WHERE PERMITTED BY LAW, WITHOUT ANY FURTHER NOTICE, REVIEW OR CONSENT TO PRINT, PUBLISH, BROADCAST, DISTRIBUTE AND USE, WORLDWIDE IN ANY MEDIA KNOW OR HEREAFTER IN PERPETUITY AND THROUGHOUT THE WORLD, YOUR ENTRY, INCLUDING, WITHOUT LIMITATION, YOUR NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, IMAGE OR STATEMENTS ABOUT THE CONTEST AS NEWS, PUBLICITY OR INFORMATION AND FOR TRADE, ADVERTISING, PUBLIC RELATIONS AND PROMOTIONAL PURPOSES WITHOUT ANY FURTHER COMPENSATION.

- **Third-party rights**

To the extent that your submission contains footage (whether audio, photo, and/or video) and other people than yourself can be heard and/or seen in such footage, you must ensure that you obtain their (or their legal representative's) explicit consent for recording and subsequently submitting this footage for participation in the contest (and that if such consent is provided, you adequately save proof thereof). From your request for consent, it should, in any event, be

clear what the contest entails and what rights you as a participant shall grant to Tover (also see above). Tover may request proof of obtained consent which shall then be provided by you upon first request. Failure to provide such proof may result in you being disqualified from the contest (at Tover's sole discretion). BY PARTICIPATING IN THE CONTEST, YOU ALSO AGREE THAT YOU SHALL DEFEND AND SETTLE AT YOUR SOLE EXPENSE AGAINST ANY AND ALL CLAIMS THAT MAY ARISE FROM OR ARE OTHERWISE RELATED TO YOUR FAILURE TO OBTAIN THE REQUIRED CONSENT AND THAT YOU SHALL FULLY INDEMNIFY AND HOLD HARMLESS TOVER AGAINST ANY AND ALL CLAIMS THAT ARE RELATED TO YOUR SUBMISSION.

- **Timing**

- The contest Entries may be submitted from September 20th, 2023 00:00 AM (PDT) onwards.
- The contest closes on October 5, 2023 at 11.59 pm (PDT).
- Entries submitted before September 20, 2023, or after October 5, 2023, will be deemed invalid entries (and consequently will not be taken into consideration when the winner is determined).

- **Deciding on the winner**

- The winner will be the senior care community listed on the registration form of the participant who has, according to the public, entered the most creative and purposeful activity which will be the participant whose comment under the Facebook ToverUS pinned post on September 20th, 2023 has generated the most likes and reactions on October 5, 2023 at 11.59 (PDT)(hereafter referred to as "the **Winner**").In the event of a tie, the senior care community listed on the registration form of the participant who has entered the contest first (measured by the date and time on which all three steps for entering into the contest were completed) shall be the Winner.
- Tover has the right to refuse, withdraw, or disqualify entries at her sole discretion, for example: if it appears that a senior care community listed in a registration form is actually a For-Profit senior care community.
- By entering into the contest, you agree and acknowledge that the decision of Tover (on who has won the contest) is final and binding.
- Before the Winner is announced, Tover will contact them through email (through the email address provided in the registration form) shortly after the deadline. If the participant does not respond and confirm the care

community designated on their registration form as Winner within 5 business days, then Tover reserves the right to rescind the prize and award it to another care community instead (i.e., the runner-up).

- Tover is not liable for non-receipt of entries due to any circumstance and/or the participant's failure to receive notification of winning if for example he/she provided a wrong email address or if their email security settings caused the prize notification to end up in a spam or junk folder or for any other reason.

- **What happens next if your designated senior care community has won?**

- The receipt of the prize by the Winner is conditional upon:
 - The Winner signing a winner's affidavit that shall include:
 - A tax acknowledgment (including an obligation to complete or to help complete a 1099 MISC form);
 - The Winner's permission to use the Winner's name (and where relevant logo) for purposes of news and advertising related to winning the prize without further compensation, unless prohibited by law;
 - A requirement to use the Tovertafel in the senior care community and an obligation to not use the prize for commercial gain (for example by reselling or rent the prize or parts thereof);
 - A requirement to participate in at least one promotional activity with the Tovertafel (such as participating in an interview, potentially combined with a video that shows the Winner's staff and residents engaging with the Tovertafel) and to provide Tover with the required worldwide license to publish, distribute and use the content resulting from the aforementioned promotional activity for news and promotional purposes without any further compensation.
 - A requirement that the Winner accepts:
 - the terms and conditions of the software license related to the games that can be played on the Tovertafel;
 - a prohibition to infringe on Tover's intellectual property rights;
 - the product warranty;
 - a limitation of liability and indemnification;
 - an assignment provision;

- a privacy provision; and
 - A choice of law (laws of the state of New York) and an arbitration agreement based on the International Arbitration Rules of the American Arbitration Association (place of arbitration New York, New York).
- Compliance with any and all applicable federal and state laws and regulations. ANY VIOLATION OF THESE CONTEST RULES BY YOU OR THE WINNER (AT THE SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.
- Instead of fulfilling the conditions above, THE WINNER IS FREE TO DECLINE THE PRIZE (a declination notice may be sent to claudia.dewidt@tover.care). In the event of a declination, the prize will go to the care community designated in the registration form of the participant who is the runner-up.
- **Miscellaneous**
 - No suggestion for use or guidance given by Tover or the Tovertafel constitutes medical or clinical advice and Tover does not undertake or assume any responsibility for your business or operations.
 - Tover reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the contest and/or contest rules without prior notice, at its own discretion without any liability towards participants for example, but not limited to, in case of a catastrophe, conflict, legal breach, or any uncontrollable circumstances (such as a virus, bugs, non-authorized human intervention, fraud). Any modifications will be promptly communicated to participants by Tover (by publishing a fitting notification and a copy of the updated version of the contest rules on the relevant web page).
 - The contest and the contest rules are subject to all applicable federal, state, and local laws.
 - There will be no correspondence about the contest and/or the results thereof.
 - Under no circumstances will the participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than the participant's actual out-of-pocket expenses (i.e., costs associated with entering this contest), and participant further waives all rights to have damages multiplied or increased.

