THE 2017 TRUHEARING[®] LOVE TO HEAR SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE YOUR CHANCES OF WINNING.

Only individuals who have previously purchased a hearing aid through TruHearing ("TruHearing Customers") are eligible to participate in the 2017 TruHearing[®] Love to Hear Sweepstakes ("Sweepstakes"). To enter, a TruHearing Customer must submit to TruHearing (i) why he or she is thankful for hearing aids, and (ii) his or her first and last name and city and state of residence by (i) emailing LoveToHear@truhearing.com, or (ii) posting on TruHearing's Facebook[®] page.

The sweepstakes winner ("Winner") will be randomly drawn from all entries received by 11:59 p.m. MST on March 31, 2017. Winner will receive a prize consisting of a \$100 Amazon[®] gift card ("Prize"). By entering the Sweepstakes, entrants accept and agree to be bound by these Official Rules and the decisions of TruHearing, which shall be final and binding in all respects. Winning a Prize is contingent upon fulfilling all requirements set forth herein.

INTERNET ACCESS AND VALID E-MAIL ADDRESS ARE REQUIRED TO ENTER THE SWEEPSTAKES.

1. Sponsor: The Sweepstakes is sponsored by TruHearing, Inc. ("TruHearing"), located at 12936 S. Frontrunner Blvd., Suite 100, Draper, Utah 84020, www.truhearing.com. TruHearing is solely responsible for all aspects of this Sweepstakes, including the administration and fulfillment of this Sweepstakes. Entrants shall not use the trademarks of TruHearing or falsely associate themselves with TruHearing before, during, or after the Entry Period.

2. Eligibility: Except as regulated or restricted by applicable law, the Sweepstakes is open only to TruHearing Customers who are legal residents of, and physically located within, the fifty (50) United States or the District of Columbia, and who are of the age of majority in their state of residence or older at time of entry. Employees, officers, shareholders, and directors of TruHearing and their family members (parents, children, siblings or their respective spouses) or persons living in the same household, whether related or not, are not eligible to enter or win. Other eligibility requirements and conditions of participation are set forth in these Official Rules for the Sweepstakes. All federal, state, municipal, and local laws and regulations apply. <u>Void in all jurisdictions outside the United States and where prohibited or restricted by law</u>.

3. Entry Period: The Sweepstakes will commence at 12:00 a.m. Mountain Standard Time ("MST") on February 28, 2017 and end at 11:59 p.m. MST on March 31, 2017 ("Entry Period"). TruHearing's computer is the official time-keeping device for this Sweepstakes. Entries must be submitted during the Entry Period in order to be eligible for the Sweepstakes. Any entry received prior to or after the Entry Period will be void.

4. Entry: During the Entry Period, an eligible TruHearing Customer may become an entrant ("Entrant") in the Sweepstakes by submitting (i) why he or she is thankful for hearing aids, and (ii) his or her first and last name and city and state of residence to TruHearing by (i) emailing LoveToHear@truhearing.com, or (ii) posting on TruHearing's Facebook page ("Entry").

There is no charge to enter. Each Entrant who successfully completes and submits an Entry during the Entry Period will receive one (1) entry into the Drawing (as defined below). Internet/wireless access and usage charges imposed by Entrant's online/wireless service may apply. If it is discovered that an Entrant has registered or attempted to register more than one (1) time during the Entry Period using multiple accounts, e-mail addresses, telephone numbers, and/or multiple identities, all such Entries will be declared null and void.

5. Entry Limit: All Entries must be received during the Entry Period. Limit of one (1) Entry per person/per household/account holder. Any attempted Entries from the same person/household/Authorized Account Holder will be void and automatically eliminated from the drawing. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute, the authorized account holder of the e-mail address or Facebook account used to enter will be deemed to be the Entrant. "Authorized Account Holder" is defined as the natural person who is assigned to the e-mail address by an Internet access provider, online service provider or other organization (e.g. business, educational institution, etc.) responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address or the person registered for the Facebook account. Proof of being the Authorized Account Holder may be required.

6. Prize and Approximate Retail Value ("ARV"): One Prize will be awarded. The Prize consists of a \$100 Amazon gift card. The ARV per Prize is one hundred dollars (\$100 USD). The total ARV of the Sweepstakes is one hundred dollars (\$100 USD).

7. **Prize Conditions**: To receive his or her Prize, the Winner must provide his or her contact information when contacted by TruHearing. The Prize may not redeemable for cash. The Winner shall be solely responsible for any taxes that may be due in connection with his or her receipt of the Prize. The Winner may waive his/her right to receive the Prize. The Winner must abide by all of the Prize's terms and conditions.

8. Winner Selection: The Winner will be randomly selected on April 7, 2017 at approximately 12:00 p.m. MST from among all eligible Entrants received by the end of the Entry Period (the "Drawing"). The Drawing will be conducted by TruHearing at its offices in Draper, Utah.

9. Odds of Winning: The odds of winning a Prize depend upon the total number of eligible Entries received for the Drawing.

10. Winner Notification and Delivery: The Entrant initially selected as the potential Winner will be notified by TruHearing within five (5) business days following the Drawing. The potential Winner will be notified by email, phone and/or Facebook. To claim the Prize, the potential Winner must (i) accept the Prize; (ii) notify TruHearing of his or her mailing address; and (iii) return a completed, executed HIPAA Authorization Form to TruHearing within ten (10) days of transmission of the Prize notification ("Acceptance Period"). TruHearing is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify the potential Winner. Winner may not substitute the Prize or redeem the Prize for cash. All necessary taxes and duties on the Prize are the sole responsibility of the Winner.

A. Disqualification, Forfeiture and Selection of Alternate Winner: At the sole discretion of TruHearing, disqualification, forfeiture and the selection of an alternate Winner may result from any of the following: (1) potential Winner's failure to accept the Prize within the Acceptance Period; (2) Prize or Prize notification is returned as undeliverable; (3) TruHearing is unable to contact a potential Winner within a reasonable time period; (4) potential Winner's failure to provide TruHearing with satisfactory proof of age, identity and residency; and (5) potential Winner's failure to comply with any other terms, conditions and restrictions of these Official Rules. In the event of any Prize forfeiture, there will be up to three (3) alternate drawings from among all eligible Entries, after which the Prize will not be awarded.

B. Prize Fulfillment: TruHearing shall be solely responsible for fulfillment of Prize. Within one to eight weeks of receiving an eligible Winner's mailing address, TruHearing shall mail the Prize to the Winner.

11. Limitations: Neither TruHearing nor any of its officers, directors, shareholders, employees, agents, or representatives and their respective designees and assigns (individually and collectively, "Releasees") are responsible for Entries from persons residing or physically located outside the United States or the District of Columbia, or Entries that are altered, delayed, deleted, destroyed, forged, fraudulent, illegible, improperly

accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misdirected, multiple, non-delivered, stolen, tampered with, unauthorized, unintelligible, or otherwise not in compliance with these Official Rules; or for lost, interrupted or unavailable network, server or other connections; miscommunications; failed computer hardware or software or telephone transmissions; technical failures; unauthorized human intervention; traffic congestion; garbled or jumbled transmissions; undeliverable emails resulting from any form of active or passive email filtering; insufficient space in entrant's email account to receive email; or other errors of any kind, whether due to electronic, human, mechanical, printing, production or technical errors or other causes; even if caused by the negligence of any of the Releasees. TruHearing reserves the right to cancel, terminate or modify the Sweepstakes without notice if it is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure, technical failures of any sort, or any other reason that it believes, in its sole discretion, would corrupt the integrity, administration, or fairness of the Sweepstakes. In the event the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problems, or any condition caused by events beyond the reasonable control of TruHearing that may cause the Sweepstakes to be disrupted or corrupted, TruHearing may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the Prize from among the non-suspect, eligible entries received up to the time of the impairment. Persons who are not TruHearing Customers are not eligible; and persons who are TruHearing Customers who do not complete an Entry during the Entry Period are not eligible. TruHearing's failure to enforce any provision of these Official Rules shall not constitute the waiver of such provision.

12. General Conditions and Disclaimers: By entering this Sweepstakes, you agree, represent, and warrant that: (A) you will be bound by these Official Rules and TruHearing decisions, which shall be final and binding in all respects; (B) you release and hold harmless Releasees from any liability whatsoever, and waive any and all causes of action, for any claims, costs, injuries, losses and damages of any kind arising out of or in connection with the Sweepstakes or acceptance, possession, or use of any Prize (including, without limitation, attorneys' fees, claims, costs, personal injuries, losses and damages related to personal injuries, death, damage to or destruction or property, 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, including, but not limited to: (i) telephone, electronic, hardware or software program, network, Internet, or computer malfunctions, failures, or difficulties of any kind; (ii) any condition caused by events beyond the control of TruHearing that may cause the Sweepstakes to be disrupted or corrupted, with the understanding that TruHearing's sole obligation is to seek to conduct the Sweepstakes, making the Prize available to be won, in a manner determined by TruHearing, in its sole discretion, to be fair, appropriate and consistent with these Official Rules; (iii) any printing or typographical errors in any materials associated with the Sweepstakes, including, but not limited to: errors in the advertising, Official Rules, selection and announcement of the Winner and distribution of the Prize; (iv) Entries that are altered, delayed, deleted, destroyed, forged, fraudulent, illegible, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misdirected, multiple, non-delivered, stolen, tampered with, unauthorized, unintelligible, or otherwise not in compliance with these Official Rules; or for lost, interrupted or unavailable network, server or other connections; miscommunications; (v) errors in the administration of the Sweepstakes or the processing of Entries; (vi) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or acceptance, receipt, use, or misuse of the Prize; (vii) any claims based on publicity rights, copyright/trademark infringement, intellectual property rights, defamation or invasion of privacy and merchandise delivery; (viii) unauthorized human intervention; (ix) undeliverable emails resulting from any form of active or passive email filtering or insufficient space in Entrant's email account to receive email; or (x) any other errors of any kind, whether due to electronic, human, mechanical, printing, production or technical errors or other causes; in each case, even if caused by the negligence of any of the Releasees; (C) the Releasees do not make any representation, warranty or guarantee, express or implied, relating to the Prize; (D) the Releasees are not responsible for any inability of a Winner to accept or use a Prize (or any portion thereof) for any reason; and (E) the Releasees are not responsible for any failure of delivery of Winner notification.

13. Release and Indemnification: BY ENTERING THE SWEEPSTAKES, ENTRANTS RELEASE AND HOLD THE RELEASEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, RIGHT, CLAIMS, AND ACTIONS OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE SWEEPSTAKES OR PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY, INCLUDING WITHOUT LIMITATION, ACCESS TO ANY MATERIALS, OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE SWEEPSTAKES, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.

14. Disclosure by Winner: Winner acknowledges and agrees that Winner is not required to make any statements about, or provide any opinions regarding, the Prize, and any such statements and opinions made by Winner are at Winner's sole discretion. If Winner is employed by, works for, or provides content to, any means of mass communication, such as newspapers, magazines, radio, television or the Internet, (collectively, the "Media"), then Winner will not speak about or refer to the Prize, directly or indirectly, in such capacity through the Media, without disclosing that Winner won the Prize in connection with the Sweepstakes.

15. Miscellaneous:

A. Privacy: Information submitted in connection with the Sweepstakes will be treated in accordance with these Official Rules. Entrants whose email address is submitted as part of the Sweepstakes agree that TruHearing may contact them by email to make Entrant aware of information pertinent to the Sweepstakes, and to distribute information regarding products, special events, promotional offers, or purchase incentives. Entrants may choose to opt-out of future email notifications by clicking the link in the email and following the opt-out instructions.

B. HIPAA Authorization and Release: By submitting an Entry, an Entrant authorizes TruHearing (and its affiliates, successors or licensees and others acting on its behalf) to use or disclose his or her protected health information an unlimited number of times, throughout and to the world in any and all media including, without limitation, the world wide web, print advertisements, direct mailers, etc., as limited and described herein:

(1) TruHearing is authorized to use or disclose, without limitation, an Entrant's identity, name, state of residence, and the story submitted with his or her Entry, including any medical diagnoses or other medical information disclosed in such story (collectively, "Entrant Information").

(2) TruHearing's use of Entrant Information may include any paraphrase thereof, regarding TruHearing or its products and services, and may reflect use of an Entrant's personal information, including first name, last name, title and state of residence.

(3) TruHearing shall be the exclusive owner of each story submitted by an Entrant, with the right, throughout the world and unlimited in number of instances and in perpetuity, to copyright, use and license others to use, in any manner, all or any portion thereof or of a reproduction thereof, subject to an Entrant's right of revocation as outlined below.

(4) The purpose of TruHearing's use or disclosure of Entrant Information is the promotion, advertising, sale, marketing and publicizing of TruHearing or its products and services and/or otherwise (such as on ancillary products). TruHearing may use Entrant Information for these purposes, as determined by TruHearing in its sole discretion.

(5) Each Entrant (i) waives any right of inspection or approval of Entrant Information or the uses of Entrant Information, (ii) acknowledges that TruHearing will rely on this authorization, and (iii) agrees not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder for as long as the Entrant has not revoked this authorization in writing.

(6) Each Entrant (i) agrees, in compliance with FTC Endorsement Guidelines, that TruHearing has neither expressed nor implied an offer of payment, reimbursement or compensation in any form for the use of Entrant's Information; and (ii) has no expectation that any such compensation will be given as a result of the use of Entrant Information.

(7) Each Entrant has the right to revoke his or her authorization at any time by notifying TruHearing in writing. Actions taken in reliance on this authorization cannot be reversed, and any revocation will not affect such actions.

(8) This authorization is valid upon the date an Entry is submitted and only expires 10 business days after TruHearing's receipt an Entrant's written notice of revocation.

C. Applicable Law/Venue: The Sweepstakes, and any disputes that may arise hereunder, shall be governed in all respects by the laws of the state of Utah without regard to the conflicts of laws principles of any jurisdiction. Entrants specifically agree that (1) any and all disputes, claims and clauses of action arising out of or connected with this Sweepstakes or any Prize awarded shall be resolved individually, without resort to any forms of class action, and exclusively by the United States District Court for the District of Utah or the appropriate Utah State Court located in Salt Lake County, Utah; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorney's fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages multiplied or otherwise increased.

D. Rights: TruHearing reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the Entry process, the operation of the Sweepstakes, to be acting in violation of these Official Rules or any applicable laws relating to the Sweepstakes, or in an unsportsmanlike or disruptive manner, and to resolve all disputes in its sole discretion. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, TruHearing reserves the right to seek damages from any such person to the fullest extent permitted by law.

16. Winner List: For the name of the Winner, mail a self-addressed stamped envelope within 180 days after the expiration of the Entry Period to: TruHearing, c/o Love to Hear Sweepstakes, Attn: Chad Hoopes, 12936 S. Frontrunner Blvd., Suite 100, Draper, Utah 84020.

17. Disclaimer: This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook or Amazon. When you enter the Sweepstakes, Facebook will not collect your personal information. By entering the Sweepstakes, an Entrant agrees to release and hold harmless Facebook from any and all liability associated with this promotion. TruHearing[®] is a registered trademark of TruHearing, Inc. All company, product and service names used in this website are for identification purposes only. All other trademarks cited herein are the property of their respective owners.