

2022 Referral Program Terms and Conditions

No purchase necessary to enter or win. A purchase does not increase the odds of winning. We reserve the right to update the terms and conditions. Changes will be posted to this web page.

1. Eligibility: The contest is open only to those who agree to the program's rules. All must be 18 years of age or old, have a valid driver's license, are legal residents of the United States, and are void where prohibited by law. Employees of Tri-State Computer Solutions(the "Sponsor") and their immediate family members and/or those living in the same household are not eligible to participate in the contest. The contest is subject to all applicable federal, state and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of Tri-State Computer Solutions, as final and binding as it relates to the content. The contest is subject to all applicable federal, state and local laws.

3. Contest Period: Entries will be accepted starting on or about October 1, 2022, and ending November 2, 2022 or upon 5 referrals. All entries must be received by November 28, 2022 at 11:59 PM EST. Drawing date is December 2, 2022, at 12:00PM. Tri-State Computer Solutions reserves the right to postpone the published drawing date until such time as Tri-State Computer Solutions has received a minimum of 5 new service agreements from this promotion. If the minimum of 5 new service agreements have not been met by the drawing date, the drawing will be postponed in two-week intervals until the 5th service agreement has been received. Entrants will be notified of any drawing date changes by email using the email address provided with the entry.

4. How to Enter: The contest must be entered by submitting an entry using the online form provided on this website, or by telephoning your entry to 973-439-0306, or by emailing your entry to referrals@tri-states.com Subject: TV. The entry must fulfill all contest requirements, as specified, to be eligible to enter the prize drawings. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Tri-State Computer Solutions. You may enter as many times as you like, provided that each entry meets the program's rules for qualification. If you use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Tri-State Computer Solutions.

a. Obtaining Entries:

i. Referring Businesses to Tri-State Computer Solutions: Entrants may use the website form located on the contest page, call or email and provide the name and contact information for the business you are referring. We will contact that person to explore how Tri-State Computer Solutions can help with their IT support. Once your referral becomes a Tri-State Computer Solutions client, you'll receive one entry for each computer supported by the initial service agreement. There is no limit on the number of referrals you can submit. Your entries are valid on the date the new client signs our service agreement. Example: If you refer a business that signs a new service agreement for IT support with 20 computers, you will receive 20 entries into the drawing. If you refer a business that signs an agreement for both IT support and phones, you will receive one entry per computer and phone supported by the initial service agreement.

ii. Referring Yourself: You may refer yourself to become a new client or to add a new service and

receive entries once an agreement for service has been signed. For example: If you refer your own company and you sign an agreement for 5 phones, then your name will be entered into the drawing 5 times.

b. Rules for Qualification of Referrals

- i. Only new service agreement types are eligible. Upgrades or additions to existing client service agreements are not eligible.
- ii. Existing clients are eligible to refer themselves and enter the drawing if adding a new service type. For example, if you are already a Tri-State Computer Solutions client for IT Support, but not phones, you can refer yourself for phone service and be eligible for entries based on the number of phones in the initial service agreement.
- iii. Only referrals to businesses apply. Tri-State Computer Solutions does not serve residential and personal use clients. Home-based businesses may qualify at Tri-State Computer Solutions' discretion
- iv. Tri-State Computer Solutions reserves the right to deny any referrals that are deemed as not a fit for Tri-State Computer Solutions' services for any reason, such as location, size, prior credit history, poor references, etc.
- v. Referring yourself or your company: You may refer yourself provided no one else referred you first. i.e. if the reason we're talking to you is because of a referral from another entrant, then you can't refer yourself for all or part of the services.

c. Rules Regarding Entries

- i. Entries for the 2022 referral program will not carry over into future drawings.
- ii. In the case of duplicate referrals submitted, any drawing entries will go to the participant that first referred the client.

5. Prizes: The Grand Prize (65" Smart Roku TV & catered lunch) has an approximate value of \$500. The 2nd Prize value will not be predetermined. It will be based on the number of people at the business and the cost of catering. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Tri-State Computer Solutions. No cash or other prize substitution permitted except at Tri-State Computer Solutions' discretion. The prize is non-transferable. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. The winner of the Grand Prize is ineligible to win the 2nd Prize.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner selection and notification: Winners of the contest will be selected in a random drawing under the supervision of Tri-State Computer Solutions. Winners will be notified via email and phone to the email address and phone number they entered the contest within five (5) days following the winner selection. Tri-State Computer Solutions shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within 15 days from the time award notification was sent, the prize may be forfeited, and an alternate winner selected. The receipt by the winner of the prize offered in this contest is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT 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.

9. Terms: Tri-State Computer Solutions ("Sponsor") reserves the right, in its sole discretion to cancel, terminate, modify, or suspend the contest should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the contest. In such case, Tri-State Computer Solutions may

select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by Tri-State Computer Solutions. Tri-State Computer Solutions reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the contest or website or violates these Terms & Conditions. Tri-State Computer Solutions has the right, in its sole discretion, to maintain the integrity of the contest, to void entries for any reason. By entering the contest, you agree to receive email newsletters periodically from Tri-State Computer Solutions. You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the newsletter.

10. Limitation of Liability: By entering you agree to release and hold harmless Tri-State Computer Solutions and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

11. Disputes: THIS CONTEST IS GOVERNED BY THE LAWS OF the United States of America AND New Jersey, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this contest, participants agree that any and all disputes which cannot be resolved between the parties and causes of action arising out of or connected with this contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New Jersey having jurisdiction. Further, in any such dispute, under no circumstances will 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 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.

12. Rights Granted by You: By entering this contest you understand that Tri-State Computer Solutions, anyone acting on behalf of Tri-State Computer Solutions, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to use the entry and winner's name, portrait, picture, voice, likeness, image or statements about the contest in any media now known or hereafter in perpetuity worldwide for publicity purposes including but not limiting to advertising, marketing or promotional materials through any media type (print, broadcasting or web) both before and after the closing date of the contest prize draw for an unlimited time. A list of winners will be posted to this website and Tri-State Computer Solutions' social media pages, including but not limited to Facebook, Twitter, and LinkedIn. By entering the contest, you agree to the collection, retention, usage and distribution of your personal information in order to process and contact you about your contest entry, and for the purposes outlined above.