

“Bright Horizons October 2021 Registration” Sweepstakes Official Rules

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

ELIGIBILITY: “Bright Horizons October 18th – October 31st 2021” Registration Sweepstakes (the “Sweepstakes”) is open only to persons who meet all of the following criteria:

(a) are an employee of a client of Bright Horizons or other person authorized by a client of Bright Horizons to use the services of Bright Horizons; and

(b) are a legal U.S. resident of the fifty (50) United States or the District of Columbia and eighteen (18) years of age or older (“Entrant”).

It is the Entrant’s sole responsibility to review his/her company’s policies to determine the company’s status on entering and winning in promotions.

THE SWEEPSTAKES IS NOT OPEN TO THE GENERAL PUBLIC. Without limiting the foregoing, employees, officers and directors of Bright Horizons Family Solutions LLC (the “Sponsor”) and its divisions, subsidiaries and affiliates, its advertising/promotion agencies, and any others engaged in the development, production, execution or distribution of the Sweepstakes and the entities supplying the prize (collectively, the “Sweepstakes Entities”) as well as their immediate family members (spouses, siblings, children and parents, regardless of where they live) or members of the same households (whether related or not) of such employees, officers and directors are not eligible to participate. All applicable federal, state and local laws and regulations apply. Sweepstakes is void where prohibited or restricted by law.

By entering the Sweepstakes, each Entrant fully and unconditionally agrees to be bound to and accepts these Official Rules as well as the decisions of Sponsor, which are final and binding with respect to all matters pertaining to this Sweepstakes. Entrant further represents and warrants that he/she has obtained any necessary consents and approvals from supervisory personnel at his/her employer as to participation in the

Sweepstakes.

SWEEPSTAKES PERIOD: Sweepstakes begins at 12:00 am Eastern Time (“ET”) on October 18 2021 and ends at 11:59:59 pm ET on October 31, 2021 (“Sweepstakes Period”). If Entrant enters by using the Website or the App, as described below, the computer or mobile device of the Website or the App is the official time keeping device for the Sweepstakes.

HOW TO ENTER: Entrants may enter using one (1) of the three (3) entry methods outlined below.

A. The App: Follow these three (3) steps to register via the App.

(1) Download the Bright Horizons Back-Up Care App to your compatible mobile device or desktop. (The app is available via both the Apple® App Store and Android® Google Play® platforms.)

(2) Register as a user of the App by completing the registration form with all required information including your name, email address, and dependent information. As part of the registration procedure, you must select a password.* (Only the registered user him/herself may use his/her password and the corresponding account on the App.) You are strongly advised to review the terms of use and privacy policy of the App before registering as a user of same. Acknowledgment of receipt of registration is not otherwise binding upon Sponsor.

{*Password must comply with Sponsor’s content requirements, including the number and type of characters. It is the Entrant’s sole responsibility to protect the security of his/her password; and, if compromised, it is the Entrant’s sole responsibility to report same immediately to Sponsor.}

(3) Upon completion of the registration on the App, you will receive one (1) entry in the Sweepstakes. †

{†The purchase of goods or services will not improve one’s chances of winning.}

STANDARD MESSAGE AND DATA RATES AND/OR WIRELESS INTERNET ACCESS CHARGES MAY APPLY IN CONJUNCTION WITH DOWNLOADING AND USING THE APP. Be sure to check your wireless carrier's pricing plan before downloading the App and registering. Wireless Internet access may not be available in all areas.

B. WEBSITE: Visit www.Backup.brighthorizons.com (the “Website”) during the Sweepstakes Period and complete the Back-Up Care registration process (the “Registration Process”) in its entirety, including your name, email address, and dependent information. Upon completion of the Registration Process in its entirety, you will receive one (1) entry into the Sweepstakes.

C. Phone: Call 1-877-BH-CARES (242-2737) to register for Bright Horizons Back-Up Care. Upon registering with the Bright Horizons care consultant, you will receive one (1) entry into the Sweepstakes.

Neither Sponsor nor any Sweepstakes Entity is responsible for any entry that is lost, late, misdirected or undeliverable, whether due to system errors, omissions, interruption, deletions, defects, delay in operations or transmissions, theft or destruction or failures, faulty transmissions or other telecommunications malfunctions, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise.

In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed submitted by the authorized account holder of the email address submitted at the time of entry. The “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 that is responsible for assigning email addresses, or the domain associated with the submitted email address. Potential Prize Winner (defined below) may be required to show proof of being the Authorized Account Holder.

THERE IS A LIMIT OF ONE (1) REGISTRATION/PASSWORD

PER ENTRANT. Any attempt to register more than once may result in disqualification from the Sweepstakes. Sponsor further reserves the right to pursue legal sanctions against any individual engaged in such conduct.

RANDOM DRAWING: The potential winner will be selected in a random drawing from among all eligible entries received. The drawing will be conducted by Sponsor on or about Nov 1, 2021.

PRIZE/ODDS OF WINNING: Prize – 10 (10) Entrants of all eligible clients of Bright Horizons participating in the

Sweepstakes will be selected in a random drawing to win one (1) \$25 gift card prize each. Type of gift card awarded will be determined by the Sponsor. Terms and conditions of the gift card will be based on the manufacturer of the gift card.

{Used solely for prize identification purposes. No endorsement, sponsorship, authorization or affiliation with Sponsor, its goods/services or this Sweepstakes is intended or implied thereby.}

Odds of winning depend on the total number of eligible entries received.

PRIZE RESTRICTIONS: Prize is awarded subject to winner's employer not having a written company policy prohibiting the provision of gifts/awards/prizes/incentives by third parties to its employees; and, should winner's employer have such a policy in effect, the prize will be forfeited without compensation and an alternative winner will be selected from among all remaining eligible entries received.

Prize cannot be transferred without the express written consent of Sponsor which may be granted or withheld in its sole discretion and without liability of any kind. No prize substitution except by Sponsor due to prize unavailability of any kind and only then for prize of equal or greater value. Prize is not redeemable or exchangeable for cash. Winner is solely responsible for all unspecified costs and expenses of prize acceptance and use as well as for any and all taxes on the value of the prize.

PRIZE CLAIM: The prize will be shipped directly to the winner within fourteen (14) days of verification of the winner.

RELEASES: By participating, entrant agrees to indemnify, release and hold harmless Sweepstakes Entities and their respective directors, officers, agents, representatives, shareholders, employees, successors and assigns from any and all liability arising from participating in the Sweepstakes, any Sweepstakes-related activity and/or acceptance, receipt, possession or use/misuse of the prize (if applicable). Without limiting the foregoing, Sponsor makes no representation, warranty or guarantee of any kind regarding the prize, including its fitness for the intended purpose or the warranty of merchantability; the only warranties on the prize are those of the manufacturer of the prize (and such warranties are expressly limited

to their terms.)

By accepting a prize, except where prohibited by law, winner agrees to the use of his/her name, address (city, state), likeness, photograph, other indicia of persona and/or statements made by winner regarding the prize, the Sweepstakes or the Sponsor for advertising/publicity/trade purposes by Sponsor and its designees without further compensation or notice or review of any kind. Winner further agrees, upon request and without further compensation of any kind, to use commercially reasonable efforts to assist Sponsor and/or its designees in securing a grant of rights from winner's employer whereby Sponsor and/or its designees may identify the winner's employer by using its name, address and other publicly available information for advertising/publicity/trade purposes.

LIMITATIONS OF LIABILITY: Sweepstakes Entities assume no responsibility for:

- (a) any incomplete, incorrect or inaccurate information, whether caused by website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error (in the Sweepstakes itself or advertising of same);
- (b) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of the App (or any part thereof), including those which result in an eligible click not being properly recorded and credited to a registered user;
- (c) any problems or technical malfunctions of any telephone network or lines, computer online-systems, servers or providers, computer equipment, software, programming or failure of any registration or participation in the Sweepstakes on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof;
- (d) any injury, damage, virus, worms, or bugs to Entrant's or to any person's mobile device or computer (or any information/materials stored therein) related to or resulting from downloading, installing or registering for the Sweepstakes by using the App or the Website; and
- (e) late, lost, illegible/garbled, incomplete, damaged, inaccessible, corrupted or jumbled registrations and eligible click functions/activities regardless of cause (all of which are void.)

The failure of Sponsor to enforce any provision of these Official Rules in a given instance does not constitute the waiver of same.

Force Majeure. If, for any reason, the Sweepstakes (or any part thereof) is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm or other natural cataclysm, riot, strike, civil commotion, governmental regulation or any other causes beyond the control of Sponsor which, in its sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes (or any part thereof), Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes. In such case, Sponsor shall select the prize winner from among all eligible entries received prior to (and/or after, as appropriate) the action taken or otherwise in a manner which is fair, equitable and in accordance with these Official Rules, as determined by Sponsor in their sole discretion. Notice of such action by Sponsor shall be posted on the App or Website.

CAUTION: ANY ATTEMPT BY A PERSON TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES OR TO DEFRAUD SPONSOR IN CONJUNCTION WITH THE CONDUCT OF THE SWEEPSTAKES OR THE OPERATION OF THE APP OR THE WEBSITE GENERALLY IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

ARBITRATION & GOVERNING LAW. BY PARTICIPATING IN THIS SWEEPSTAKES, YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATING TO THESE OFFICIAL RULES SHALL BE RESOLVED BY BINDING ARBITRATION AND NOT IN A COURT OF LAW BEFORE A JURY (AND/OR JUDGE). IF YOU DO NOT AGREE TO THIS CONDITION, YOUR SOLE RECOURSE IS NOT TO USE THE APP OR THE WEBSITE OR ANY OTHER METHOD TO ENTER THE SWEEPSTAKES. Such arbitration proceeding shall be conducted under the rules of the American Arbitration Association, and will be governed by the internal law of the Commonwealth of Massachusetts without regard to principles of conflict of laws. To the fullest

extent permitted by law, you agree to bring any such action individually and not as part of a class or group. Any such action must be brought within one (1) year of accrual or such action will be permanently barred.

WINNER'S LIST: For the name of winner, send a self-addressed, stamped envelope to: "Bright Horizons October 2021 Registration" Sweepstakes, Attn: Client Engagement, 2 Wells Avenue, Newton, MA 02459 to be received by October 31 2021.

OFFICIAL RULES: Official Rules will be available via the Website.

SPONSOR: Bright Horizons Family Solutions LLC, 2 Wells Avenue, Newton, MA 02459.