

## A Personal Choice Free Tubal Reversal Giveaway Contest Official Contest Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

**1. Eligibility:** A Personal Choice Free Tubal Reversal Giveaway Contest is open only to those who submit entries through the A Personal Choice Tubal Reversal website ([www.tubal-reversal.net](http://www.tubal-reversal.net)) and who are **18** years of age at the date of entry.

The contest is only open to legal residents of the United States and Canada and is void where prohibited by law. Employees of A Personal Choice (the “Sponsor”) their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each 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 A Personal Choice, 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 online starting on or about January 1st of each year and ending August 31st of each year. All online entries must be received by August 31st 11:59PM EST. Winners will be selected and notified in September of each year. After winners have been determined, all contestants will be notified by email by late September or early October.

**4. How to Enter:** The contest must be entered by submitting an entry using the online form provided on this contest site. The entry must fulfill all contest requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of A Personal Choice. You may enter only once per year and you must fill in all the information requested on the on-line contest entry form. Only the patient receiving surgery may enter the

contest and only one entry per person, per year is allowed.

You may not enter more than once per year by using multiple email addresses, identities or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules your submission may be removed from eligibility at the sole discretion of A Personal Choice.

**5. Prizes:** Winners will receive a free surgery. Up to four (4) free surgeries will be offered with each yearly giveaway contest. The free surgery received depends on the contestant's sterilization method.

Free surgeries will only include; 1) tubal ligation reversal valued at \$6,900, 2) Essure reversal or Essure removal valued at \$7,900, or 3) vasectomy reversal valued at \$6,900. The screening laparoscopy procedure is not offered in this contest. Actual appraised value may differ at time of prize award.

The office of A Personal Choice is closed the week of Christmas for the Christmas Holiday. Free Tubal Reversal Giveaway surgeries will be offered each year the week before the Christmas holiday. The consultation appointments will be on the Wednesday the week before Christmas, the surgeries will be on the Thursday the week before Christmas, and the postoperative appointments will be on the Friday the week before Christmas.

If contest winners are unable attend the consultation, surgery, and postoperative appointments on the exact days mentioned above then they will forfeit their free surgery. Alternative dates will not be provided. If A Personal Choice has enough notice runner up winners will be selected to replace those who have forfeited their free surgery.

After notification of winning, winners must adhere to all the surgery policies of A Personal Choice. These policies include, but are not limited to the following:

1. Winners must complete the on-line scheduling form and a phone scheduling interview with a member of the A Personal Choice Nursing Staff.
2. Winners must return all signed documents after completing their phone scheduling interview with a

member of the A Personal Choice Nursing Staff.

3. Winners must be determined to be safe surgical candidates for outpatient surgery. Their candidacy will be determined by Dr. Charles Monteith MD and the anesthesia staff of A Personal Choice after winners have completed the on-line scheduling form and the phone scheduling interview with a member of the A Personal Choice Nursing Staff.
  4. Winners must have a **Body Mass Index (BMI) less than 37 for women and 45 for men** on the day of the surgery consultation.
  5. Winners must have all appropriate lab testing completed at least thirty (30) days before surgery. Winners cannot be anemic; their hemoglobin must be above 10 mg/dl and their hematocrit must be above 30 mg/dl.
  6. Winners must arrive on time the day before surgery for surgery consultation, arrive on time the day of surgery, and arrive on time the day after surgery for their postoperative consultation.
  7. Winners must bring a responsible adult over the age of 18 with them on the day of surgery consultation, day of surgery, and the day of their postoperative evaluation.
  8. Winners must stay at one of the hotels listed on the website of A Personal Choice. Winners are responsible for the cost of their hotel stay, travel to North Carolina, travel to the office, food and prescription medications.
  9. Winners will not be allowed to bring children into the facility. Only one (1) responsible adult will be allowed. Winners are not allowed to have any body piercings or artificial nails on the day of surgery.
- The specifics of the prize shall be solely determined by the A Personal Choice. No cash or other prize substitution will be permitted. The prize is non-transferable.

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.

A Personal Choice will not allow and will not assist the winner in billing their health insurance plan for reimbursement. A Personal Choice will provide winners with an I-9 tax form but will not provide a billing receipt that could be used for submission to the winner's health insurance plan.

No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by

winners is permitted. Acceptance of prize constitutes permission for A Personal Choice or Charles W Monteith MD PA to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

**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 the A Personal Choice. Winners will be notified via email to the email address they entered on the contest within five (5) days following the winner selection. Winners will be notified during the month of September.

A Personal Choice 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, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited and an alternate winner selected.

All contestants will be notified by email during the month of September that the winners have been selected for free reversal surgery.

The receipt by 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.

**8. Rights Granted by you:** By entering this contest you understand that A Personal Choice, anyone acting on behalf of A Personal Choice, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the

World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the contest, medical information regarding the surgery, post-operative period, pregnancy results, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

**9. Terms:** A Personal Choice 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, A Personal Choice may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by A Personal Choice. A Personal Choice 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.

A Personal Choice has the right, in its sole discretion, to maintain the integrity of the contest, to void votes for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by contest rules; or the use of bots, macros or scripts or other technical means for entering.

Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the contest may be a violation of criminal and civil laws and should such an attempt be made, A Personal Choice reserves the right to seek damages from any such person to the fullest extent permitted by law.

By entering the Contest you agree to receive email newsletters periodically from A Personal Choice. You can opt-out of receiving this communication at any time by notifying A Personal Choice by email.

**10. Limitation of Liability:** By entering you agree to release and hold harmless A Personal Choice 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 THE STATE OF NORTH CAROLINA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this contest, participant agrees 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 the state of North Carolina 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. Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the A Personal Choice Web Site. To read the Privacy Policy, click here: <https://www.tubal-reversal.net/privacy-practice/>

**13. Winners List:** Contest winners will be listed on the website of A Personal Choice

**14. Sponsor:** The Sponsor of the Contest is:  
A Personal Choice or Charles W Monteith MD PA  
3613 Haworth Drive  
Raleigh, North Carolina USA  
27609



# A Personal Choice

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