

US Member Refer a Friend Giveaway – Attend The Fresh Summit 2026 in Sydney, Australia!

Terms and Conditions (T&Cs)

ENTRY PERIOD: The US Member Giveaway – Attend The Fresh Summit 2026 in Sydney, Australia! promotion (Contest) begins on March 1, 2026 at 12:00 am (UTC) Coordinated Universal Time and ends on July 31, 2026 at 11:59 pm (UTC) Coordinated Universal Time (Promotion Period).

ELIGIBILITY:

- Open only to active Fresh Nurses operating in the United States with an active membership and no outstanding billing during the Promotion Period.
- All contestants must have a signed Services Agreement with Fresh Clinics in effect as of July 31st, 2026.
- The Winner (defined below) must be able to attend The Fresh Summit in Sydney, Australia, on 24th + 25th August 2026.

HOW TO ENTER: During the Contest Period, eligible entrants (each an Entrant) may enter the contest in one of the following ways:

- **Website:** By visiting: <https://explore.freshclinics.com/referral>, Entrants will be instructed to complete and submit the Contest entry form. Each completed and confirmed entry form will generate one (1) Contest entry during the Promotion Period.
- Entrants must refer a friend to Fresh Clinics by filling out the referral form with both their own and their friend's details.
- Each successful referral counts as one bonus entry.
- The entrant with the most referrals wins.

Definition of referral

A referred customer must meet all of the following conditions:

- is a resident of America;
- is not your Related Party;
- has not previously been a customer of Fresh Clinics (including under any other name or alias);
- has not previously been introduced to Fresh Clinics; and
- signs up and completes the required compliance review with Fresh Clinics and makes a Qualifying Purchase with Fresh Clinics before July 31 2026.

PRIZES: The Winner will receive a prize (Prize) which includes:

- **The Fresh Summit Conference Access:** One (1) ticket to The Fresh Summit 2026 to be held at the InterContinental Sydney Coogee Beach on August 24, 2026. Includes access to all Fresh Clinics scheduled sessions and workshops.
- **Exclusive Training Day:** One (1) full day of professional training led by Fresh Clinics Trainers at the Fresh Clinics offices in Sydney, Australia, on August 25, 2026, from 10:00 a.m. – 4:00 p.m. local time.
- **Accommodations:** Three (3) nights' stay in Sydney, Australia, curated and booked by Fresh Clinics. (Check-in Sunday, 23 August 2026; Check-out Wednesday, 26 August 2026.)
- The Approximate Retail Value (ARV) of each Prize is AUS \$3,000.

PRIZE EXCLUDES: Any costs or expenses not specifically listed in the above Prize description are the sole responsibility of each Winner. These include, but are not limited to:

- **Travel:** All international and any domestic airfares or other travel costs to, from or around Sydney, Australia, including all ground and water transportation (e.g., Ubers, airport transfers, parking, ferries, bridge tolls, etc.).
- **Extended Stay:** Any additional accommodations before or after the Prize dates.
- **Incidentals:** All incidental costs not included as part of The Fresh Summit or provided by Fresh Clinics at its offices on the training day. This includes, without limitation: meals, snacks and

drinks; mini-bar charges; room and spa or other incidental hotel services; laundry; sight-seeing; personal shopping; local transportation; and any applicable fees and taxes.

- Documentation: Passports, visas, and travel insurance (insurance is highly recommended).

These all must be arranged and paid for independently by each Winner.

SELECTION OF THE WINNERS: This is a contest of skill based on the criteria below; no random drawing will occur. Winner will be selected as follows:

- Refer The Most Clinics To Fresh Clinics. The Entrant who refers the most clinics that join and onboard with Fresh Clinics during the Promotion Period wins a Prize (Winner).

The Winner will be notified via email or phone within 7 days following the Winner selections.

WINNER RESPONSIBILITIES:

- Each Winner must confirm their ability to attend the conference within 7 days of notification. If the winner cannot attend or does not notify the Fresh team within 7 days of their availability, the Prize will be awarded to the next closest qualifying Entrant.

PRIZE RESTRICTIONS:

- Prizes cannot be converted to cash or any form of credit.
- Prizes are non-transferable and may not be exchanged for any other prizes or consideration.
- Accommodations are subject to availability. Fresh Clinics reserves the right to select equivalent accommodations for the Winner in Fresh Clinics' sole discretion if any pre-arranged accommodations included in a Prize are no longer available for any reason.

GENERAL TERMS:

- By participating in the Contest, Entrants agree to the use of their name and likeness for promotional purposes without further compensation.
- Fresh Clinics reserves the right to disqualify any participant who does not comply with the T&Cs or who provides false or misleading information.

- Fresh Clinics is not responsible for any technical malfunctions or errors during the submission process.
- This promotion and the Contest are subject to change in Fresh Clinics' discretion.

EXPECTATIONS OF THE WINNERS:

- **Content Creation:** Each winner agrees to take photos, videos, and create other content during their time at The Fresh Summit. This content may be used for Fresh Clinics' marketing and promotional purposes. This includes but is not limited to social media posts, blog posts, and video content.
- **Active Participation:** Winners must actively attend and participate in all scheduled events at The Fresh Summit. This includes networking sessions, workshops, and any other planned activities.
- **Sharing Experiences:** Winners may be asked to share their experiences at the event via social media and in-person interviews, providing insight into their learning and networking experiences.
- **Representation:** As a representative of Fresh Clinics, Winners are expected to uphold Fresh Clinics' values and act as a professional ambassador for the brand during the event. This includes interacting respectfully with other attendees and speakers.

CANCELLATION OR MODIFICATION POLICY:

- In the event that The Fresh Summit is postponed, cancelled, or substantially modified, Fresh Clinics reserves the right to:
 - Reschedule Prizes to new conference dates
 - Substitute alternative prizes of equal value
 - Cancel the Prizes if no suitable alternatives are available
 - Fresh Clinics will make reasonable efforts to notify the Winners of any material changes as soon as possible.

DATA PROTECTION AND PRIVACY:

- By participating in this campaign, you consent to Fresh Clinics collecting, copying, processing and sharing your personal information for the purposes of administering the Contest and Prize fulfillment.

- Your data may be shared with third-party service providers, such as hotels, solely for the purpose of booking your Prize accommodations.
- All data handling will comply with Fresh Clinics' Privacy Policy, which can be accessed on our website.

TAX IMPLICATIONS:

- Any tax liability arising from winning any Prize is the sole responsibility of the respective Winner.
- The Winners acknowledge that they may need to declare their Prize on their annual tax return.

GOVERNING LAW: The parties agree that the Contest and these T&Cs will be governed, construed, and interpreted under the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules.

LIMITATIONS OF LIABILITY:

- Fresh Clinics is not responsible for any delays, cancellations, or incidents that may affect a Winner's travel plans, including but not limited to flight cancellations, hotel overbooking, or force majeure events.
- Winners are responsible for ensuring they have valid passports, visas, and any necessary travel documents to enter Australia (or return to the United States).
- Travel insurance is not included in the prize package. Winners are strongly advised to arrange comprehensive travel insurance to cover medical expenses, trip cancellation, lost luggage, and other potential travel-related incidents. Fresh Clinics is not responsible for any medical emergencies or expenses incurred during the trip.
- Flights are not included in the Prize package and are the responsibility of the Winners.
- By entering the Contest, each Entrant agrees that to the extent permitted by applicable law: (a) any and all disputes, claims and causes of action arising out of or connected with the Contest or any Prize will be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards will be limited to actual third-party, out-of-pocket costs incurred (if any) not to exceed five dollars (\$5.00), but in no event will attorneys' fees be awarded or recoverable; (c) under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby knowingly and expressly waives all rights to seek, punitive, incidental,

consequential or special damages, lost profits and/or any other damages, other than actual out of pocket expenses not to exceed five dollars (\$5.00), and/or any rights to have damages multiplied or otherwise increased; and (d) Entrants' remedies are limited to a claim for money damages (if any) and Entrant irrevocably waives any right to seek injunctive or equitable relief. Some jurisdictions do not allow the limitations or exclusion of liability, so the above may not apply to you.

DISPUTE RESOLUTION:

- Entrants and their respective clinics, Sponsor, Administrator, and the respective directors, officers, owners and employees of the foregoing (each, a party and collectively the parties for purposes of this Dispute Resolution provision) each agree to fully and finally settle all disputes pertaining to the Contest, its administration, and/or these T&Cs only through binding arbitration (each a Dispute); provided, however, (a) Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in or closest to, Houston, Texas and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury, and review is limited. The arbitrator's decision and award are final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction.
- The arbitration shall be administered by JAMS or any other mutually agreeable arbitration administration service by a single arbitrator. The arbitration may be conducted in person, through the submission of documents, by phone, or online.
- The arbitration shall be commenced and conducted under the Streamlined Arbitration Rules & Procedures of JAMS, which is available at the JAMS' website: Streamlined Arbitration Rules & Procedures | JAMS Mediation, Arbitration, ADR Services, unless otherwise mutually agreed between the Parties. If an in-person hearing is required, except as otherwise required by applicable JAMS rules or applicable law, then it will take place in Houston, Texas, or other location determined by the Sponsor. The arbitrator will make a decision in writing but need not provide a statement of reasons unless requested by either Party. Disputes may be arbitrated only on an individual basis and cannot be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for

any reason any court or the arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the Dispute must be brought in a court of competent jurisdiction in Houston, Texas. Sponsor agrees to pay the administrative and arbitrator's fees to conduct the arbitration (but specifically excluding any travel or other costs of Entrant to attend the arbitration hearing). If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Houston, Texas and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non convenienc e with respect to venue and jurisdiction in such state and federal courts.

- In no event shall any Dispute brought by either Party related in any way to the Contest be commenced more than one (1) year after the cause of action arose.

SPONSOR: Fresh Clinics Management, LLC, at 2800 Post Oak Blvd #4100, Houston, Texas, 77056
(Sponsor)

ADMINISTRATOR: Fresh Clinics Management, LLC, at 2800 Post Oak Blvd #4100, Houston, Texas, 77056 (Administrator)

By entering, you acknowledge and agree to these T&Cs.

Good luck!