

# 2020 ONNIT TRIBE PUMPKIN CONTEST

## OFFICIAL RULES

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. ELIGIBILITY:** The 2020 Tribe Pumpkin Contest ("Contest") is open worldwide except contestants may not be a national or legal permanent resident of the province of Quebec (Canada) or the following countries: Burma, Cuba, North Korea, Sudan or Syria. Contestants must be Onnit Facebook Tribe members who are eighteen (18) years of age, or older than the age of the majority in Contestant's place of residence at the time of entry. Contestants may not be members of any guild, union, or other organization that may prohibit them from participating in this Challenge or that would restrict, require due payment, or otherwise have the right to oppose such contestant participation in this Challenge. Directors, Officers, Employees, Agents, Independent Contractors and Shareholders of Onnit Labs, Inc. and/or its subsidiaries, and their immediate family members (including spouses, parents, siblings, children, and their respective spouses) and/or those living in the same household of each are not eligible. No purchase necessary. **This Challenge is void outside the Territory and where prohibited by law.**

**2. SPONSOR:** This Contest is sponsored by Onnit Labs, Inc., a Delaware corporation having its principal office located at 4401 Freidrich Ln. Suite 302, Austin, Texas 78744, United States ("Sponsor").

**3. TO ENTER CONTEST:** The Contest Period begins at 12:01 am CT on October 23rd, 2020 and ends at 11:59 pm CT on October 29th, 2020 ("Contest Period"). To enter the Contest, tribe members must paint or carve an Onnit themed pumpkin and post a photo to the Onnit Tribe Facebook Group of them with their pumpkin.

**IMPORTANT NOTICE TO CONTESTANTS: CONTESTANTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTION.**

### **5. PRIZE:**

Two (2) Contestants will receive a grand prize ("Grand Prize Winners") of \$125 (USD), in-store credit for use on Onnit.com. The approximate retail value (ARV) of the Grand Prize is \$125 USD.

The ARV value of the Grand Prize set forth above represents Sponsor's good faith determination of the approximate retail value thereof, and the actual fair market value, as ultimately determined by Sponsor, is final and binding and cannot be challenged or appealed. In the event the stated approximate retail value of a Prize is more than the actual fair market value of that prize, the difference will not be awarded in cash or otherwise. Each Selected Contestant is solely responsible for the reporting and payment of any applicable federal, state, and/or local taxes on the prize.

### **7. Winner Selection:**

#### **Grand Prize Winner**

Two (2) winners will be selected on or about Thursday, October 29<sup>th</sup> at 11:59pm. Winners will be announced on Friday, October 30<sup>th</sup> on or about 5pm CST in the Tribe Facebook Group. One (1) for a carved pumpkin and one (1) for a painted pumpkin. The winners will be chosen by their peers by "liking" their post in the Tribe. The most "liked" carved pumpkin and most "liked" painted pumpkin will be the Grand Prize Winners.

If Sponsor does not receive a response from Winner within twenty-four (24) hours of Sponsor's notification to Winner, or the Winner declines the prize or fails to meet Sponsor requirements, such Winner may be disqualified, and the prize will either be forfeited or awarded to an alternate contestant. Sponsor's decisions will be final and binding in all matters related to the Challenge. Sponsor shall have no liability for any notification to Winner that is lost, intercepted, delayed, or not received by the potential winner for any reason.

No transfer, substitution, or cash equivalent for any prizes will be permitted, except at the sole discretion of the Sponsor due to unavailability of the prize for any reason, including but not limited to cancellation, scheduling conflicts, or force majeure. Sponsor may substitute prizes of equal or greater value.

The prize does not include taxes, insurance, personal expenses, gratuities, incidental charges, or any other items not specifically described in these Official Rules and all expenses for any of the foregoing are the sole responsibility of the Winner. The Winner is responsible for reporting and paying all federal, state, and local taxes incurred in association with Winner's receipt of the prize.

As a condition to receiving a prize, the Winner must sign all documentation reasonably requested by Sponsor, including, without limitation an Affidavit of Eligibility / Release of Liability / Prize Acceptance Form and show proof of residency and valid identification within twenty-four (24) hours of request by Sponsor. If any document is returned to Sponsor as undeliverable or if Sponsor does not receive a response from any Winner within twenty-four (24) hours of a request for information, or a Winner declines the prize or fails to meet Sponsor requirements, such Winner(s) may be disqualified and the prize will either be forfeited or awarded to an alternate Contestant.

## **GENERAL TERMS**

**10. GENERAL:** By participating in the Contest, Contestant agrees: (a) to release Sponsor and their agents from all liability, loss, or damage arising out of or relating to the Challenge, including interpretation of these Official Rules, decisions by the Sponsor, Contestant's acceptance and use/misuse of the Grand Prize; (b) to abide and be bound by these Official Rules and the decisions of the Sponsor and comply with all Sponsor and Rule requirements; and (c) that Sponsor, their affiliates, and licensees may use Contestant's names, personal information, and statements made by Contestant to Sponsor and information on the entry form for advertising and promotional purposes in all media worldwide without additional compensation. Contestant irrevocably grants to Sponsor the unrestricted right to edit, modify, use, publish, display, broadcast, distribute and copyright materials bearing Contestant's name, voice, likeness and/or any other identifiable representation of Contestant, including, but not limited to, statements attributable to Contestant ("Contestant's Likeness"). Contestant agrees that all material containing Contestant's Likeness shall be and remain the sole and exclusive property of Sponsor, and Contestant hereby assigns any and all rights in or to such material to Sponsor and releases and forever discharges Sponsor from any and all claims, liabilities and damages relating to the use of Contestant's Likeness. Contestant hereby waives any and all rights to inspect or approve Sponsor's use of the Submission or Contestant's Likeness, or any part or element thereof. Sponsor does not make any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the use of any prize, including, without limitation, quality, merchantability, and fitness for a particular purpose. Contestant agrees that Sponsor has the right to substitute any prize of equal or greater value within their sole discretion. All decisions of Sponsor shall be final, binding and non-appealable. Prizes are non-assignable and non-transferable. No Prize substitutions or cash redemptions of any Prize or any portion thereof. Sponsor reserves the right in its sole discretion to substitute any prize or portion thereof of equal or greater value if any Prize or portion thereof is unavailable for any reason. Details of Prizes or portions thereof not specified herein, if any, will be determined at the sole discretion of Sponsor. This Challenge is subject to all applicable federal, state and local laws and regulations. Any prizes that are not duly claimed in accordance with these Official Rules will not be awarded.

**11. TRANSFER:** The transfer of status as an unofficial winner by an ineligible person to an eligible person is strictly prohibited.

**12. LANGUAGE:** The official version of these Official Rules is the English language version. In the event of contradictions or discrepancies between different language versions of these Official Rules, the English language version takes precedence. Contestant must submit all materials and information in English. Sponsors are not responsible for translation of any submissions or information provided in another language. Failure to submit required information in English may result in disqualification.

**13. PERSONAL INFORMATION:** Any personal information that Contestant submits in connection with the Challenge will be collected and used by the Sponsor and their authorized agents to administer the Challenge and to award prizes.

**14. DISCLAIMER AND RELEASE OF LIABILITY:** None of Sponsor, its subsidiaries, affiliates, advertising/promotion agencies, and all of their respective directors, officers, employees, representatives, and agents ("Challenge Entities") is responsible for, and by participating in the Challenge each Contestant releases each of the foregoing from any and all liability associated or resulting from any miscommunications, printing errors, clerical, typographical or other error in any Challenge materials or printed copy or artwork, or any prize offering announcement, any errors of any kind, whether human, mechanical, clerical, electronic, digital or technical in nature, or unauthorized human intervention, any losses, damages or injuries of any kind, including but not limited to those related to defamation, portrayal in a false light or privacy rights,

resulting from or in connection with participation in the Challenge or from acceptance, receipt, possession and/or use or misuse of a prize, including from the posting or publication of any information or portion thereof online or in any media, any incorrect or inaccurate entry information, human error, technical malfunction, failures, omission, interruption, deletion, or defect of any telephone network, computer online systems, computer equipment, servers, access providers, or software, including any injury or damage to Contestant 's or any other persons' computer relating to or resulting from participation in this Challenge; inability to access the website or any pages thereof; theft, tampering, destruction, or unauthorized access to, or alteration of entries; entry submissions that are processed late or incorrectly or are incomplete, garbled, or lost due to computer or electronic malfunction or traffic congestion on the Internet or any website. Proof of entering information at website is not considered proof of delivery or receipt. All dates (if any) set forth in these Official Rules are approximate.

NOT WITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, SPONSOR SHALL NOT BE LIABLE TO CONTESTANT OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS), EVEN IF SPONSOR HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. **Sponsor reserves the right to terminate, suspend, withdraw, or amend the Challenge or Contest for any reason in its sole discretion.**

**15. GOVERNING LAW; JURISDICTION:** This Contest will be governed by and construed in accordance with the laws of the State of Texas without regard to conflict of law principles.

**16. ARBITRATION DISCLOSURE:** By participating in the Contest, each Contestant agrees that: (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) Contestant may have against any of the Challenge Entities arising out of, relating to, or connected in any way with the Challenge, the awarding or redemption of prizes, or the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by American Arbitration Association ("AAA") and conducted before a sole arbitrator pursuant to the applicable Rules and Procedures established by AAA ("Rules and Procedures"); (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) the arbitration shall be held at a location determined by AAA pursuant to the Rules and Procedures (provided such location is reasonably convenient for Contestant), or at such other location as may be mutually agreed by the Contestant and Sponsor; (4) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the Contestant may have entered into in connection with the Challenge; (5) the arbitrator shall apply Texas law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (6) there shall be no authority for any claims to be arbitrated on a class or representative basis as Contestant and Sponsor hereby waive the right to assert claims in any class or representative action; arbitration can thus decide only the Contestant 's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) to the extent permitted by law, the arbitrator shall not have the power to award punitive, incidental or consequential damages against the Contestant or Sponsor; and (8) if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures established by AAA, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. For more information on AAA and/or AAA Rules and Procedures, Contestant s may visit the AAA Website at <http://www.adr.org>.

**17. INVALIDITY:** These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Challenge materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

**18. FORCE MAJEURE:** Sponsor reserves the right, without prior notice and at any time, to terminate the Challenge, in whole or in part, or modify or suspend the Challenge, or any portion thereof, in any way, if it determines, in its sole discretion, that the Challenge is impaired or corrupted or that fraud, breach of confidentiality, or technical problems, failures or malfunctions have destroyed or severely undermined the integrity and/or feasibility of the Challenge. In the event Sponsor is prevented from continuing with the Challenge as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike,

act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Challenge. Only the type and quantity of prizes described in these Official Rules will be awarded. If, due to printing, production, or human errors, or for any reason, more potential winners in any prize category come forward seeking to claim prizes in excess of the number of each type of prize as set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s) in that prize category. Inclusion in such drawing shall be each Contestant 's sole and exclusive remedy under such circumstances.