

OFFICIAL RULES FOR “BORN PRIMITIVE/CONCEPT2/BEAM/INOV-8/PERFORMA SLEEP/RXSMART GEAR” NO PURCHASE NECESSARY TO ENTER OR WIN.

1. DESCRIPTION: The “Born Primitive x Concept2 x Beam x Inov8 x Performa Sleep x Rx Smart Gear” (“**Promotion**”) begins October 4th 2021 at 9:00 AM and ends on October 15th at 11:59 PM Eastern Time (“**Promotional Period**”). The Promotion is sponsored, administered and fulfilled by Born Primitive, LLC, 1632 Virginia Beach Boulevard, Virginia Beach VA 23454 (“**Sponsor**”).

2. ELIGIBILITY: Promotion is open to those who are at least 18 years of age. Entrants must have online access as of October 4th 2021. Any individuals (including but not limited to employees, independent contractors, consultants and interns) who have, within the last six (6) months, been employed by or performed services for Sponsor, any prize provider, or any other organizations affiliated with the administration, prize support, fulfillment, advertisement or promotion of the Promotion (collectively, “**Promotion Entities**”) are not eligible to enter or win. Household Members and Immediate Family Members of each such individual are also not eligible to win. For purposes of the Promotion, “Household Members” shall mean those people who share the same residence at least three months a year and “Immediate Family Members” shall mean parents, stepparents, legal guardians, children, stepchildren, siblings, stepsiblings, or spouses. Void where prohibited or restricted by law.

3. HOW TO ENTER: During the Promotional Period, an eligible entrant (“Entrant”) must visit: <https://bornprimitive.com/pages/giveaway-1-performance-bp> the “Website, then complete and submit the online entry form (each, individually an “Entry” and collectively, “Entries”). The Entrant must enter his/her valid e-mail address and phone number. Incorrect and incomplete Entries are void. Limit one (1) Entry per person, per email address, during the Promotional Period. Any attempt by an Entrant to obtain more than one (1) Entry by using multiple/different email addresses, identities, or any other methods may void Entrant’s entries and Entrant may be disqualified from the Promotion. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, sweepstakes entry services) will void all entries by Entrant. In the event of a dispute as to any online entry, the authorized account holder of the email address used to enter will be deemed to be the Entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winner may be required to show proof of being the authorized account holder. **POTENTIAL WINNER WILL BE CONTACTED BY EMAIL USING THE EMAIL ADDRESS PROVIDED UPON ENTRY.**

4. PRIZES:

All prize details are at the sole discretion of the Sponsor. If a Winner cannot accept a prize, or any portion thereof, as stated, the prize may be forfeited at the sole discretion of Sponsor. No refunds or credit for changes are allowed. All taxes on the Prize, if any, and other expenses related to accepting and/or using the Prize not listed in these Official Rules are the sole responsibility of the Winner, who will receive an IRS Form 1099 reflecting the fair market value of the Prize in the name of the Winner for the calendar year in which the Prize was won, if applicable.

If prize is awarded but goes unclaimed or is forfeited by recipient, the prize may not be re-awarded, in Sponsor’s sole discretion.

PURPOSE. SPONSOR (INCLUDING EACH OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND AFFILIATES) EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY ARISING FROM USE OR REDEMPTION OF A PRIZE, AS FURTHER SET FORTH IN THESE OFFICIAL RULES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES OR INJURIES SUSTAINED BY A WINNER FOR ANY REASON, INCLUDING FROM ANY PART OF THE PRIZE OR ANY OTHER CAUSE(S) BEYOND SPONSOR’S REASONABLE CONTROL.

5. ODDS OF WINNING: Odds of winning depends on the number of eligible Entries received.

6. WINNER SELECTION AND NOTIFICATION: Winner will be selected via a random drawing conducted by the Sponsor on October 16th 2021. Winner will be notified by email using potential winner's email address provided in his/her Entry, on October 16th, 2021. Winner may be required to verify address and return within five (5) days (or a shorter time if required by exigencies) an affidavit of eligibility, a liability release, and, unless prohibited by law, a publicity release (collectively, the "**Prize Claim Documents**") covering eligibility, liability, advertising, publicity and media appearance issues. Failure to return the Prize Claim Documents within the specified time period may result in forfeiture of the prize and selection of an alternate Winner from the remaining eligible entries for that prize. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential Winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. A prize will not be awarded until all such properly executed, required Prize Claim Documents are returned.

Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. Sponsor is not responsible for lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications, telephone transmission problems; computer or software malfunctions or damage to a user's computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In such event, Sponsor reserves the right to conduct the Promotion and award the prizes by means of a random drawing comprised of all non-suspect Entries prior to and/or after (as appropriate) the action taken by Sponsor or otherwise award the prizes in a manner which is fair, appropriate and consistent with these Official Rules, as determined by Sponsor in its sole discretion. Any notice of termination, modification or suspension of the Promotion will be posted on the Website.

7. CONDITIONS OF PARTICIPATION/RELEASES: Promotion is void where prohibited or restricted by law. All federal, state and local laws and regulations apply. By participating, each Entrant agrees to be bound by these Official Rules and the decisions of the Sponsor, which shall be final in all respects. By participating in this Promotion and/or by accepting any prize that they may win, each Entrant agrees to release the Promotion Entities, each of their respective parent, subsidiary and affiliated companies, units and divisions; each of their respective officers, directors, agents, representatives and employees; and each of these companies and individuals' respective successors, representatives and assigns (collectively, the "**Released Parties**") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Promotion and/or acceptance or use of any prize. Winner authorizes the Promotion Entities to use his/her name, voice, likeness, biographical data, city and state of residence in programming or promotional material, worldwide in perpetuity, or on a winner's list, if applicable, without further compensation unless prohibited by law. Promotion Entities are not obligated to use any of the above-mentioned information or materials, but may do so and may edit such information or materials, at Promotion Entities' sole discretion, without further obligation or compensation, unless prohibited by law. The Released Parties shall not be liable for: (i) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (ii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iii) any injuries, losses or damages of any kind caused by the prize or resulting from acceptance, possession or use of a prize, or from participation in the Promotion; or (iv) any printing, typographical, human administrative or technological errors in any materials associated with the Promotion. Promotion Entities disclaim any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with, this Promotion. By participating in the Promotion each Entrant (including Winner) agrees to be bound by these Official Rules and the decisions of Sponsor, and agrees to defend, indemnify, release and hold harmless the Released Parties from and against any and all losses, demands, damages, rights, claims, injuries, actions and liabilities of any kind arising out of, related to or in connection with (i) the Promotion or (ii) receipt or redemption of the Prize. The Winner assumes all liability for any injury, death,

or damage caused, or allegedly caused, by participating in this Promotion or use or redemption of the Prize.

Sponsor may prohibit any Entrant from participating in the Promotion or winning a prize if, in its sole discretion, it determines such Entrant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other players or Sponsor's representatives. This Promotion will be governed by the internal laws of the State of Virginia. Any and all legal actions or claims arising in connection with this Promotion must be brought in a court of competent jurisdiction within the United States. CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE PROMOTION. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

8. FORCE MAJEURE: Released Parties shall not be liable to a Winner or any other person for failure to supply a prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, network or computer problems, internet problems, hacking, computer viruses, unauthorized computer access, tampering, or any other cause beyond Sponsor's sole control. Released Parties shall not be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the air carrier(s), hotel(s), or other transportation companies or any other persons providing any of these services and accommodations to passengers including any results thereof such as changes in services or accommodations necessitated by same.

9. PRIVACY POLICY: Any personal information supplied by Entrants to Sponsor will be subject to Sponsor's privacy policy posted at <https://bornprimitive.com/pages/privacy-policy> which may be modified from time to time. By entering the Promotion, each Entrant grants Sponsor permission to correspond with Entrant via the contact information listed on his/her Entry and to share Entrant's information with the other Promotion Entities. Additionally, Entrant's entry information will be subject to the privacy policy and terms of service of each of the Promotional Entities and Entrant agrees to receive additional email communication from each of those companies. By Entering this giveaway you agree to receive recurring automated promotional and personalized marketing text messages (e.g. cart reminders) from Born Primitive at the cell number used when signing up. Consent is not a condition of any purchase. Reply HELP for help and STOP to cancel. Msg frequency varies. Msg & data rates may apply. View Terms <<http://attn.tv/bornprimitive/terms.html>> & Privacy <<https://bornprimitive.com/pages/privacy-policy>>. By clicking submit entry you, you agree to receive recurring automated marketing messages from Born Primitive at the email and phone number provided. Consent is not a condition of any purchase. **BY ENTERING THIS GIVEAWAY YOU ARE SUBSCRIBING TO BORN PRIMITIVE, CONCEPT2, BEAM, RXSMART, PERFORMA SLEEP, AND INOV-8'S EMAIL LIST. IF YOU DO NOT WISH TO SHARE YOUR INFORMATION OR BE SUBSCRIBED, PLEASE DO NOT ENTER THIS GIVEAWAY.**

10. PRIZE WINNER LIST: To obtain a copy of these Official Rules or for notification of the Winner, mail a self-addressed, stamped envelope (VT residents need not affix return postage on requests for rules) to: "Born Primitive October Giveaway," 1632 Virginia Beach Boulevard, Virginia Beach VA 23454. Requests for winners' lists must be received no later than three (3) months after the end of the Promotional Period.

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