

HEALTH-ADE GIVEAWAY OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Void in Canada, and where prohibited or restricted by law.

ARBITRATION NOTICE: BY ENTERING, YOU AGREE THAT DISPUTES BETWEEN YOU AND SPONSOR (DEFINED BELOW) WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. See Disputes/Arbitration provision.

ELIGIBILITY: The “Health-Ade” Giveaway (“Promotion”) is offered in and open only to legal residents of the 50 United States & D.C. (“U.S.”) who are 18 years of age or older. Employees, officers and directors of Health-Ade LLC (“Sponsor”) and any individuals and entities involved in the execution, preparation of materials and/or administration of this Promotion or any element thereof (collectively, the “Promotion Entities”), and Sponsor’s and the Promotion Entities’ immediate family members (spouse, siblings, children and parents including foster and step-relations) and those living in the same household as such individuals (whether or not related), are not eligible to enter the Promotion. References to “Sponsor” in these rules, terms, and conditions (“Official Rules”) includes any Promotion Entities.

PROMOTION PERIOD: The Promotion begins on or about 12:00am Pacific Time (“PT”) on or about 1/1/2023 and ends 11:59 pm PT on 12/31/2023 (“Promotion Period”). All time referenced herein is Pacific Time. Sponsor’s server’s time-keeping device shall be the official time keeping device for the Promotion. PARTICIPANTS ARE SOLELY RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTIONS; SPONSOR DISCLAIMS ALL LIABILITY AND RESPONSIBILITY RELATING THERETO.

AGREEMENT BY ENTRANT: All Entries, entrants and participation in this Promotion shall be governed by these Official Rules. By participating in the Promotion, each entrant fully and unconditionally agrees to the fullest extent permitted by law to be bound to these Official Rules, including binding arbitration, the Sponsor’s online [Terms of Use](#) and [Privacy Policy](#) and any additional instructions, terms and conditions specific to the Promotion communicated by Sponsor. Entrants further agree to be bound by the decisions of the Sponsor (including its authorized representatives), which are final and binding in all matters pertaining to the Promotion.

By submitting an Entry, entrants agree to be contacted by Sponsor with notices and reminders pertaining to the Promotion. In addition, entrants agree to receive advertising and promotional communications from Sponsor by granting consent with the method communicated at the time of entry; you may opt out advertising and promotional communications at any time without affect to your Entry.

Information collected from entrants is subject to the Sponsor’s [Privacy Policy](#). Sponsor may collect personal information about entrants in connection with the operation of the Promotion, in accordance with its Privacy Policy. Subject to applicable law, Sponsor its representatives or service providers may use entrants’ personal information submitted with the Entry for purposes of prize fulfillment and for future marketing by Sponsor, such as to notify entrant of a product or promotion that Sponsor

thinks may be of interest. Sponsor will not sell personal information submitted with the Entry, without entrant's permission.

HOW TO ENTER: During the Promotion Period, to enter click on the Promotion specific links advertised via various third-party platforms and/or sites and Sponsor related communications, or go to <https://health-ade.com/pages/sweeps-healthadefs> (the "Website"), provide all required contact information, fully respond in good-faith to each survey question, agree to be bound to these Official Rules, and submit ("Entry"). Limit one (1) entry per person during the entire Promotion Period. Failure to follow all steps will void your Entry.

ENTRY SPECIFICS: Entries must be complete, compliant, and submitted only via the method communicated, and must be received by Sponsor within the Promotion Period. Sponsor reserves the absolute right at any time to disavow any unauthorized third-party promotional links and any Entries submitted via such links will be invalidated and ineligible. Incomplete, invalid, unsuitable, or otherwise non-compliant Entries (as determined in Sponsor's sole and absolute discretion) will not be eligible. Once submitted, an Entry cannot be modified, deleted or cancelled. Entries become the property of Sponsor and will not be returned. Entries may only be submitted by a single registered account user; group or commercial submissions are not permissible. Multiple entrants are not permitted to share the same device, account, IP or email address. Entrants may not (whether apparent or suspected) enter through a sweepstakes club or exchange site (or similar method, whether or not payment is exchanged), with multiple or false identities, accounts, or devices, or use multiple e-mail and/or street addresses. Engaging directly or indirectly in any (apparent or suspected) artifice, cheating, fraud, spamming, phishing, on-line sweepstakes clubs (or similar methods), exchange sites, robotic, automatic, macro, programmed participations methods, or other dubious or questionable participation, as determined in Sponsor's sole and absolute discretion, will void all such Entries, and disqualify any entrant suspected of using/benefitting directly or indirectly from such methods. If an Entry, for any reason whatsoever, garners publicity or comments that are unpleasant, distasteful, nasty or otherwise inappropriate for the Sponsor and its community, Sponsor reserves the right to disqualify the Entry/entrant and remove any such Entry. Sponsor assumes no responsibility for lost, late, incomplete, inaccurate, delayed, destroyed, damaged, illegible, or misdirected Entries (in whole or in part), and/or entrant's non-compliance with these Official Rules. In the event of a dispute as to the identity of an online entrant, the authorized account holder of the email address used in connection with the Entry will be deemed to be the entrant. A potential winner may be required to show proof of being the authorized account holder. The "authorized account holder" is the natural person assigned to an email address by an Internet service provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address.

Sponsor assumes no responsibility for any equipment, computer, telephone, device, network, platform, app, electronic, hardware or software malfunctions, failures, connections, or availability of the Internet, or garbled, corrupt, or jumbled transmissions; nor service provider, Internet, website, user accessibility or availability, incompatibility, traffic congestion, unauthorized human intervention or any human error, or the incorrect or inaccurate capture of Entry, or other information, nor for the failure to capture or display any such information.

While you may forward or share with family, friends and direct known contacts, please do not engage in phishing or spamming. Apparent or suspected phishing or spamming, sending of junk communications or the use of any unauthorized method or automated system to participate, or to acquire (unauthentic) entries, Likes or Follows, etc. is prohibited, as is posting content to irrelevant or inappropriate sites to obtain entry, and, if discovered at any time will void the applicable Entry and

entrant suspected of using/benefitting from such methods in Sponsor's sole and absolute discretion. Entrant's use of any social media platform used to advertise or facilitate the Promotion must comply with and be in accordance with the platform's respective Terms of Use, Terms of Service and Policies. *This Promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform on which it may be promoted, advertised or mentioned.*

By entering, Entrants understand and agree that submitted eligible Entries may be subject to public viewing, streaming (i.e. "digital transmission"), downloading (i.e. "digital distribution"), and public comments, including but not limited to being forwarded, re-grammed, re-tweeted, and otherwise posted, for commercial and non-commercial purposes, throughout Sponsor's and unrelated third parties' digital and off-line social media, marketing and advertising properties. Normal internet access and device usage charges imposed by your mobile plan and/or on-line service may apply to an Entry via mobile device. For those entrants entering with a mobile device: Promotion may not be available via all mobile carriers. Messaging & data rates apply to internet access via mobile devices. Other charges may apply; check your mobile plan for rates/details.

LICENSE GRANT: *At the time you submit an Entry, and whether or not selected as the winner, by entering this Promotion and providing Sponsor with the Entry and all user generated content therein ("UGC") if applicable, you grant Sponsor (its affiliates, related entities and authorized third parties) a worldwide, royalty-free, perpetual, irrevocable, exclusive and fully sub-licensable license to use, copy, reproduce, distribute, publish, publicly perform, publicly display, modify, adapt, translate, archive, store, and create derivative works from such Entry/UGC and any element thereof, in any media, form, format, or medium, of any kind now known or later developed **for any purpose whatsoever, including but not limited to, marketing, advertising, and other commercial and non-commercial purposes using or incorporating such Entry/UGC, and for any other purposes and/or uses whatsoever.** You waive any moral rights you might have with respect to the Entry/UGC you provide us. You also grant us the right to use any material, information, ideas, concepts, know-how or techniques contained in any communication or Entry you provide or otherwise submit to us. All rights in this paragraph are granted without the need for review or additional compensation of any sort to you. You further agree to execute all documents and perform all acts deemed necessary by Sponsor to protect Sponsor's rights. You understand and agree by granting this license your Entry/UGC may be modified, edited, distorted, used in whole or in part, alone or in combination with other works, used in illusory or composite form, or in any other manner, as solely determined by Sponsor. You will not now nor in the future be paid for your Entry/UGC or for granting Sponsor any of these rights. The consideration for the rights granted to Sponsor herein is your opportunity to participate in the Promotion.*

REQUIREMENTS FOR ENTRY: Incomplete, non-compliant or otherwise ineligible Entries, participation or any element thereof, will disqualify an Entry. Proof that you uploaded an Entry does not constitute proof or evidence that it was received within the Promotion Period or eligible for the Promotion, or any element thereof. *Sponsor reserves the absolute right to disqualify and/or immediately remove any Entries and/or entrants in whole or in part for any non-compliance with these Official Rules within its sole and absolute discretion.* Without limitation, Entries will be disqualified if Sponsor considers for any reason an Entry, or any element thereof, not to be in the spirit of the Promotion, ineligible or otherwise not compliant herewith, or granting a prize to any entrant will have a detrimental impact on Sponsor, this Promotion, or any of Sponsor's brands, products or services.

By submitting an Entry, entrant represents, warrants and covenants (and agrees to release and indemnify Sponsor from same) that their Entry submitted and all UGC: (i) is the original creation of the entrant and has not been copied in whole or in part from any other work, and is the sole and exclusive property of the entrant (or entrant has all ownership or licensed rights thereto and in any and all UGC to grant the rights under these Official Rules); (ii) does not contain, depict, condone,

encourage or promote cruel, illegal, dangerous, harmful, or unsafe actions, nor contain, depict, condone, encourage or promote content that is (or may be construed as) obscene, reprehensible, repugnant, offensive, sexually inappropriate, overtly political or religious, discriminatory, defamatory, highly sensitive, harmful, dangerous, unsafe, illegal, violent, explicit, cruel, hateful, or otherwise unsuitable, as determined solely by Sponsor (in its sole and absolute discretion); (iii) does not violate or infringe any laws including but not limited to patent, copyright or trademark laws, or other proprietary, publicity, privacy or any other rights of any person, entity, or venue; (iv) does not refer to or contain in any respect information about an individual under the age of 18 without the express permission of the minor's parent or adult legal guardian; and (v) does not contain any unauthorized depiction of any venues, or any individuals mentioned, featured in, or who have worked on the Entry or UGC, in whole or in part, in any manner without their express written consent to submission to this Promotion and the use contemplated herein. If requested by Sponsor, entrant shall provide evidence of the above in writing. Nothing herein shall be impose an obligation of confidentiality on Sponsor.

DRAWING/WINNER SELECTION: There will be winners will be selected by a randomly generated source using a 3rd party external non-biased tool (or its authorized representative) on or about each quarter (April, July, October, January 2024) following the end of the Promotion Period from among all eligible Entries received during the Promotion. Sponsor or its authorized representative will notify the potential winner via email and/or phone (in Sponsor's sole discretion) based on the contact information provided by the potential winner.

Conditions Precedent to Prize Award: The potential winners must follow all instructions and timely provide all necessary information and documents acceptable to Sponsor, or the prize will be forfeited and awarded to an alternate potential winner. Required documents may, but without limitation, include:

- an Affidavit of Eligibility and Liability Release, and Publicity Release (except where prohibited);
- a Physician's written attestation/certification deeming potential winner physically and emotionally capable of safely engaging on travel activities; and/or
- a current valid government issued identification and/or passport, and valid social security number (U.S.).

However, on the basis of Sponsor's determination (in its sole and absolute discretion), and regardless of whether or not the above valid documents are provided, if a potential winner still appears or is suspected of being incapable, too inexperienced, unwilling, legally constrained, or otherwise unsuitable for any reason of safely, legally, and properly completing the travel or any and all other prize-related activities, such individual will be disqualified, and the prize will be forfeited and awarded to an alternate potential winner, provided sufficient time exists to verify an alternate.

Sponsor is not responsible for any undelivered telephone calls, messages, e-mails, or any other communications, including but not limited to those that are not received because of entrant's privacy or spam filter settings that may divert any potential winner notification or other Promotion related e-mail to a spam or junk folder. Prize award is subject to verification of eligibility and compliance with these Official Rules.

PRIZE(S)/ODDS: The potential Prize winners will, upon verification of eligibility and compliance with these Official Rules, receive the opportunity to win the following prizes*:

- (5) Winners to be selected quarterly from entry across top foodservice account during contest time frame
 - a. A custom limited-edition box, Health-Ade Zip Up, Health-Ade T-Shirt, Custom Tote Bag, HA Stickers, HA Koozie
 - ARV for total Prize: \$100

***All prizes subject to availability.**

The specifics of all aforementioned elements of the prizes in the Promotion shall be solely determined by Sponsor. Any costs, taxes, fees, and expenses associated with any element of the prizes not specifically addressed above are the sole responsibility of the applicable winner. For clarity, all federal, state and local taxes on the Prize are the Prize winner's responsibility.

The Prize cannot be transferred or substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute the Prize, or portions thereof, with a prize of equal or greater value. Receipt and use of any gift cards are subject to, and winners must comply with, any terms and conditions specified by the gift card provider.

Limit 5 Prize winners per quarter during contest time frame. Odds do not increase with the number of eligible Entries received.

GENERAL RELEASE: Failure to timely return or properly complete the conditions precedent to the prize award described above, or if potential winner is or becomes ineligible or does not comply with these Official Rules, the entrant will forfeit their prize and (an) alternate potential winner(s) will be selected. BY PARTICIPATING, ENTRANTS AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW THE SPONSOR, THEIR PARENT, AFFILIATES AND SUBSIDIARY COMPANIES, ADVERTISING AND PROMOTION ENTITIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES AND AGENTS, AND ANY SOCIAL MEDIA PLATFORM USED IN CONNECTION WITH THE PROMOTION ("RELEASED PARTIES") FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, ACTIONS, DEMANDS, LOSSES, SETTLEMENTS (WHETHER OR NOT LITIGATION IS COMMENCED), LIABILITIES AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DISABILITY AND PROPERTY DAMAGE OR LOSS), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, SETTLEMENT AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY ARISING IN WHOLE OR IN PART FROM THE USE OF THE ENTRY IN WHOLE OR IN PART, THE DELIVERY, ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE, PARTICIPATION IN ANY PRIZE RELATED ACTIVITIES (INCLUDING BUT NOT LIMITED TO TRAVEL), ENTRANT'S ACCESS TO ANY WEBSITES, AND/OR ENTRANT'S PARTICIPATION IN THIS PROMOTION OR ANY OTHER ELEMENT THEREOF. To the fullest extent permitted by law, entrants and winner(s) covenant not to sue any Released Party or cause them to be sued regarding any matter released above; and further covenant not to disaffirm, limit or rescind this release. A waiver by one or more of the Sponsor entities of any term in these Official Rules does not constitute a waiver of any other provision. Any invalid, illegal or unenforceable provision shall be deemed severed from these Official Rules only to the extent of its invalidity, illegality or unenforceability, and these Official Rules shall be construed and enforced as if they did not contain the stricken provision.

PUBLICITY RELEASE; INFORMATION SHARING: By entering and/or accepting a prize, entrants and winner(s) hereby consent, where lawful, and grant to Sponsor (and its authorized representatives, affiliates, and partners) the right to use their name, image, likeness, voice, hometown, email address, and/or biographical information (including the right to edit, adapt, crop, and modify such information or use it in illustrative, or composite form, alone or in conjunction with other materials, and the right for Sponsor to share such information with its authorized representatives, affiliates, and partners), in any and all media now known or hereafter developed worldwide, including and on cellular networks, the Internet and World Wide Web, without additional compensation, and without the right of review, notification or approval.

DISCLAIMER; LIMITATIONS OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL PRIZES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AND IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS PROMOTION OR ANY ELEMENT THEREOF, PARTICIPATION IN ANY PROMOTION ACTIVITIES, PARTICIPATION IN PRIZE RELATED ACTIVITIES OR ANY ELEMENT THEREOF, THE USE/MISUSE OF A PRIZE BY ANYONE, AND/OR DAMAGES ARISING OUT OF ANY ENTRANT'S ACCESS TO AND USE OF (OR FAILURE TO ACCESS OR USE) THE PROMOTIONAL WEBSITES, OR THE DOWNLOADING FROM AND/OR PRINTING OF MATERIAL DOWNLOADED FROM THE WEBSITE.

If, for any reason, this Promotion or any element thereof is not capable of running as planned by reason of, but not limited to, infection by computer virus, worms, bugs, tampering, unauthorized intervention, artifice, cheating or fraud, equipment, software, hardware, network or technical failures, or any other causes which Sponsor deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion or any element thereof, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion or any element thereof and select the winner(s) for the applicable prize/prize level from eligible, non-suspect Entries received prior to the action, or as otherwise may be deemed fair and equitable by Sponsor. Sponsor is not responsible for user cheating or fraud by any entrants. Any activities intended to disrupt or interfere with the proper play of the Promotion or defraud Sponsor in any way may be prosecuted to the fullest extent of the law. Participants who engage in any of the foregoing activities will be disqualified and will forfeit any prize won.

In the event that technological, programming, printing, erroneous communications, human or other error causes more than the stated number of winners/prizes as indicated in these Official Rules to be communicated, sent as notifications, distributed, announced, claimed or received for any prize, Sponsor reserves the right, at its sole discretion, to award only the stated number and description of prizes pursuant to a random drawing among all eligible non-suspect entrants or as otherwise deemed fair and equitable by Sponsor. In the event of any discrepancy, ambiguity, inconsistency, printing or any other error or miscommunication in any emails, announcements, advertising, brochures, Promotion materials and/or any other communications or information relating to this Promotion or any element thereof, these Official Rules (English version, if applicable) shall govern, and Sponsor reserves the right to modify the Promotion in a manner it deems appropriate.

FORCE MAJEURE: Sponsor shall not be liable to entrant, winner or any other person or entity for failure to execute this Promotion or any element thereof, or supply a prize or any part thereof, by reason of any act 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, cyber-attacks, 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, pandemic or epidemic, mass illness, incapacity or unsuitability, cancellation or delay of any event or experience, or any similar or dissimilar event beyond their reasonable control.

DISPUTES/ARBITRATION: THIS PROMOTION IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF CALIFORNIA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. Any controversy or dispute arising out of or in connection with this promotion or these Rules will be submitted to arbitration. The dispute or controversy will be finally settled by arbitration in accordance with the rules of Judicial Arbitration and Mediation Services, Inc. ("JAMS"), as

modified, if at all, in this Section. The arbitration will take place in English in the City of Los Angeles, California before a single arbitrator, appointed by the JAMS mediation and arbitration service, applying the laws of the State of California. Transcripts of the arbitration proceedings will be prepared daily in the language in which the arbitration is conducted. The decision of the arbitrator(s) will be binding and conclusive on the Parties, and the Parties will comply with the decision in good faith. Each Party hereby submits to the jurisdiction of the state or federal courts located in Los Angeles, California for purpose of entry of judgment with respect to the decision of the arbitrator(s) hereunder, including injunctive relief, if appropriate, to render effective the arbitrator's decision.

WINNER'S LIST: For winner's list, contact Sponsor by mailing a self-addressed, sufficiently U.S. postage stamped envelope to: Health-Ade Get the Good Gut Feeling Winner List Request, 2012 Abalone Ave. Ste A Torrance, CA 90501, Attn: Promotion Admin., for receipt by January 31, 2024. Limit one (1) request per person, or per household.

SPONSOR: Health-Ade LLC (2012 Abalone Ave. Ste A Torrance, CA 90501)