

TUSHY'S "SUPER BOWEL" CONTEST OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED. PARTICIPATION IN THE CONTEST (AS DEFINED BELOW) AND/OR SUBMITTING AN ENTRY (AS DEFINED BELOW) CONSTITUTES YOUR AGREEMENT TO AND ACCEPTANCE OF THE OFFICIAL RULES ("OFFICIAL RULES") BELOW. IF YOU DO NOT AGREE TO THESE OFFICIAL RULES, DO NOT SUBMIT AN ENTRY.

1. **Sponsor.** This Contest is sponsored by Tushy, Inc. ("Tushy"). If you have any questions concerning these Official Rules or the Contest (as defined below), please contact us by email at superbowl@hellotushy.com.

2. **Eligibility.** The "Super Bowl" Contest (the "Contest") is open solely to legal residents of the fifty (50) United States and the District of Columbia who are 18 years of age or older at the time of entry. Employees, officers, directors, or agents of Tushy or any of Tushy's partners, related companies, agencies, or agents, as well as the immediate family (defined as spouse, parents, siblings, children, and grandparents) and same household members of any such employee, officer, director, or agent, are not eligible to participate. All applicable federal, state, and local laws and regulations apply. Void where prohibited or restricted by law.

3. **How and When to Enter.** The entry period for the Contest begins at 12:00 a.m. Pacific Standard Time on February 1, 2023, and ends at 11:59 p.m. Pacific Standard Time on February 13, 2023 (the "Entry Period"). Tushy's computer is the official timekeeping device for this Contest.

To enter the Contest during the Entry Period, entrants must:

- a. E-mail a photo or video of your super bowel movement (the "Entry") to superbowl@hellotushy.com and include their Twitter, Instagram, or Tiktok account name in the e-mail, and
- b. Post to any of the following social media channels declaring you entered: Twitter, Instagram, or Tiktok. You must include the hashtags #TUSHYSuperBowel, and tag @hellotushy. You also must follow @hellotushy on Twitter, Instagram, or Tiktok.

An Entry must be received by 11:59 p.m. Pacific Standard Time on February 13, 2023. **Limit (1) Entry per person during the Entry Period. Multiple Entries will not be accepted, including, for example only, and without limitation, the same or different submissions by the same person through various e-mail or social media accounts.** Incomplete, inaudible, unviewable, illegible, or garbled Entries, or Entries not in compliance with these Official Rules or applicable law, are not eligible. Tushy will not be responsible for lost, incomplete, illegible, late, misdirected, stolen, or mutilated entries; technical or mechanical malfunctions; errors in the

Official Rules, in any related ads or materials; or processing error. The use of any scheme, program or device to automate entry is prohibited. Any attempt by any entrant to tamper with or undermine the legitimate operation of the Contest will, in Tushy's sole and exclusive discretion, result in disqualification. All decisions of Tushy are final and binding.

BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT THEIR ENTRY MAY BE EXPLOITED ACROSS ANY OR ALL OF TUSHY'S DIGITAL AND SOCIAL ASSETS, OR ELSEWHERE, AT TUSHY'S SOLE AND EXCLUSIVE DISCRETION .

Submission of an Entry grants Tushy and its agents the right and license on an unlimited, worldwide, perpetual, royalty-free and non-exclusive basis to publish, use, exploit, commercialize, create derivative works from, improve, adapt, edit, distribute, publicly perform and/or modify such Entry in any way, in any and all media, including for use in any advertising and marketing, without limitation, and without consideration and/or attribution to the entrant.

Neither the Contest nor any Entry, is in any way sponsored, endorsed, administered by, or associated with TikTok, Facebook, Twitter, Instagram or any other platform, media or technology on which an Entry is submitted or attempted to be submitted.

4. **Entry Guidelines.** By submitting an Entry, entrant warrants and represents that: (a) the Entry is their original work; (b) the Entry has not been previously published; (c) the Entry has not previously won an award, accolade or other public recognition (d) the Entry does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (e) that they has obtained permission from a person whose name, depiction, photograph, image, voice, likeness, opinions, or biographical information is used in the Entry (if any); (f) that public performance, use and/or publication (if any) of the Entry via various media including Web posting, will not infringe on the rights of any third party rights; (g) the Entry complies with all applicable law, these Official Rules and (as applicable) the terms of service, terms of use or other terms and conditions of TikTok, Facebook, Twitter, Instagram, or any other platform on which an Entry is submitted or attempted to be submitted; and (h) no person under the age of 18 will participate, or be displayed, heard, audible, viewable or present, in the Entry. Any such entrant will indemnify, defend and hold harmless Tushy and its officer, directors, employees, agents and representatives from any claims or liability by reason of participating in the Contest or submitting an Entry. The Entry must strictly comply with these Official Rules and all applicable law.

In addition, Entries cannot:

- be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, political, professional or age group, profane or reference pornography, nudity or any materially-dangerous activity;
- promote alcohol, illegal drugs, tobacco, marijuana, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- contain obscene, profane, discriminatory, defamatory or inappropriate;
- defame, misrepresent or contain disparaging remarks about Tushy or its products or services, or other people, products or companies;
- infringe trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind (other than Tushy's), without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- contain any materials that violate or infringe (or may be at risk of infringing) any third-party rights, including without limitation copyright, trademark rights, privacy rights (including portrayal in a false light), publicity rights, or other intellectual property rights;
- contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission;
- contain background artwork or music, unless it is an original work of the entrant;
- communicate messages or images inconsistent with the positive images and/or goodwill to which Tushy wishes to associate;
- depict or promote illegal activities;
- violate the terms of service, terms of use or other terms and conditions of TikTok, Facebook, Twitter, Instagram or any other platform, media or technology on which an Entry is submitted or attempted to be submitted; and/or
- violate any applicable law.

5. Intellectual Property; License; and Assignment. BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT THEIR ENTRY MAY BE EXPLOITED ON TUSHY'S WEBSITE, IN TUSHY'S SOLE AND EXCLUSIVE DISCRETION.

Submission of an Entry grants Tushy and its agents an unlimited, worldwide, perpetual, royalty-free, non-exclusive license and right to publish, use, exploit, commercialize, create derivative works from, improve, adapt, edit, distribute, publicly perform and/or modify the Entry in any way, in any and all media, without limitation, and without consideration to the entrant. By submitting an Entry, entrant agrees that the submission is gratuitous and made without restriction, will not place Tushy under any obligation (including to return any information, submission or Entry made available or furnished to Tushy, except as otherwise required by applicable law), Tushy is free to disclose or otherwise use the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. Without limiting any other provision in the Official Rules, entrant acknowledges that, by submitting your Entry, Tushy does not waive any rights.

By accepting a prize, the winner agrees that their Entry will be deemed a Work Made For Hire under the copyright laws of the United States, but if it cannot be so deemed, then the winner irrevocably assigns and transfers to Tushy all of their right, title and interest in and to their Entry, including all but not limited to all copyright and trademark rights which they may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Each winner hereby waives in favor of Tushy, all rights of “Droit Moral” or “Moral Rights of Authors” or any similar rights or principles of law that winner may now or later have to their Entry. Tushy reserves the right to alter, change or modify any Entry, in its sole and exclusive discretion. Upon request of Tushy, each winner shall execute and deliver such additional instrument of assignment, as may be solely deemed by Tushy, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Entry and of the copyrights transferred and “Moral Rights of Authors” waived under these Official Rules. Should Tushy fail to request the said assignment as stated, that shall not be deemed a waiver of Tushy’s rights and Tushy may at a later time request the assignment.

6. **Judging Criteria**. All eligible Entries will be judged by a panel of at least three qualified judges, such qualifications as determined by Tushy in Tushy’s sole and exclusive discretion (“**Judges**”) based on the following judging criteria on a scale of 1-5:

- Texture of Entry;
- Color of Entry;
- Mass of Entry; and
- Extra Flair of Entry

In the event of a tie, tie breaker will be based upon the highest point score for Extra Flair of Entry, continuing thereafter to each judging criterion in the order listed above, as needed, to break the tie. If a tie still exists, a new set of Judges will rejudge the tied Entries to break the tie(s) in accordance with the foregoing criteria.

7. **Selection of Winners; Notification**.

a. **Grand Prize Winner Selection**. One (1) Grand Prize Winner will be selected by a panel of Tushy judges based on the judging criteria. The Grand Prize Winner will be announced not earlier than February 17, 2023.

Tushy is not responsible for digital communications that are undeliverable as a result of any filtering of any kind, insufficient space in an Entrant’s account, or any other failure beyond its reasonable control. In the event of a dispute with respect to entries received from more than one user having the same e-mail address/account, the authorized subscriber of the account in question at the time of entry will be deemed the proper entrant. Additionally, all winners will be posted on Tushy’s website and/or social media accounts. Any potential winner will forfeit their Prize if they: (1) fails to respond within 24 hours to any of Tushy’s requests for information or signatures with respect the Contest or the Prize; (2) cannot be reached at the information

provided by such individual; (3) rejects the Prize (or it is returned undeliverable through no fault of Tushy); or (4) is disqualified from the Contest for any reason. In the event of any forfeiture hereunder, an alternate winner will be selected.

8. **Prizes.**

a. **Grand Prize Winner.** One (1) Grand Prize Winner will receive:

- i. \$10,000 cash prize; and
- ii. a TUSHY Ace electric bidet seat.

Prizes are non-transferable and cannot be substituted. Tushy may substitute a prize of equal or greater value in its sole and exclusive discretion. An individual may only participate one time over the course of the Contest. The Winner agrees that they are solely responsible for payment of any and all applicable income or other taxes or fees due for or on account of any prize(s) or consideration received as a result of this Contest. Winner understands that if applicable, they will be issued an IRS 1099 MISC Form in the amount equal to the retail value of their prize for the year in which the prize was awarded, and, as a condition to receiving any prize, will provide Tushy with all necessary information for the issuance of an IRS 1099 MISC Form. Unclaimed or rejected prizes will not be awarded. The number of prizes awarded will be based on the number of qualified Entries received.

9. **Publicity.** Subject to applicable law, entrance in and participation in the Contest constitutes the Entrant's consent to Tushy and Tushy's affiliates to use, publish, or exploit their name, depiction, photograph, image, voice, likeness, opinions, or biographical information, and Entry (whether altered, changed, modified, edited, used alone, or used with other works) for marketing, advertising, and publicity purposes in any media throughout the world at any time without the obligation to seek consent or to provide Entrant with any payment or other form of consideration, including, for example, and without limitation, to publicize any prize winner, finalist and/or semi-finalist. Entrant agrees to execute any document reasonably required by Tushy to effectuate the terms of these Official Rules, and failure to do so shall give rise to Tushy's right to execute any and all such documents as Entrant's attorney-in-fact, which right shall be coupled with an interest and, therefore, irrevocable.

10. **Release.** Subject to applicable law, by entering into the Contest and potentially receiving a Prize, each entrant and winner agrees to waive, release, discharge, and hold harmless, and does hereby waive, release, discharge, and hold harmless Tushy, along with Tushy's employees, officers, directors, affiliates, partners, agents and assigns, from and against any claim, cause of action, demand, or proceeding (each, a "**Claim**"), and any resultant loss, injury (including death), cost, expense, fee, fine, penalty, or other loss or expense of any kind, including attorneys' fees (each, a "**Loss**"), relating to or arising directly or indirectly out of their participation in the Contest (or related activity such as a press release), and/or Tushy's right to exploit entrant's name, depiction, photograph, image, voice, likeness, opinions, and/or

biographical information or fully exploit any other right granted to it hereunder, and/or from entrant's receipt, use, or misuse of any Prize, no matter how such Claim or Loss arises (including without limitation, if arising out of any damage to a Participant's computer system from downloading or using material from Tushy's (or an affiliate of Tushy's) website).

11. **Limitation of Liability.** IN NO EVENT WILL TUSHY AND/OR TUSHY'S TWITTER, INSTAGRAM, FACEBOOK OR TIKTOK'S PARENT, SUBSIDIARY, LICENSEES, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, ASSIGNS, AFFILIATES, OR RELATED COMPANIES (COLLECTIVELY WITH TUSHY, THE "TUSHY PARTIES"), BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) ARISING OUT OF ANY ENTRANT'S PARTICIPATION IN THE CONTEST, THESE OFFICIAL CONTEST RULES, AND/OR ANY ENTRANT'S RECEIPT OF A PRIZE, NO MATTER UNDER WHAT THEORY ARISING, EVEN IF ANY TUSHY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TUSHY PARTIES' ENTIRE LIABILITY WITH RESPECT TO ANY ENTRANT'S PARTICIPATION IN THE CONTEST, THESE OFFICIAL CONTEST RULES, AND/OR ANY ENTRANT'S RECEIPT OF A PRIZE SHALL BE LIMITED TO \$100. SOME JURISDICTIONS MAY NOT ALLOW THE AFOREMENTIONED LIMITATIONS OR EXCLUSIONS OF LIABILITY AND AS SUCH, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

12. **Non-Disparagement.** Entrant agrees that they will not make, or cause to be made, any disparaging, negative or adverse statements whatsoever, whether in public or private, and whether written, oral or otherwise, concerning the Sponsor or its agents, attorneys, directors, employees, officers or shareholders, or its or their respective businesses, products or services.

13. **Disclaimer of Warranties.** Everything regarding this Contest is provided "as is," without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

14. **Use of Collected Materials and Information.** Tushy will be collecting, storing, and exploiting personal data about entrants to administer the Contest and exercise its rights hereunder, including without limitation, those relating to marketing and publicity. By entering into the Contest, Entrant agrees to Tushy's collection and use of their personal information. Except as otherwise provided in these Official Rules, Tushy will not disclose any Entrant's personal information to any non-affiliated third party. For more information on Tushy's handling of personal information, see Tushy's Privacy Policy, a copy of which can be found at the following link:<https://hellotushy.com/pages/privacy-policy>.

15. **Governing Law; WAIVER OF JURY TRIAL.** These Official Rules shall be governed by and construed in accordance with the internal laws of the State of New York without

giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the state of New York in any legal suit, action, or proceeding arising out of or based upon the Contest, these Official Rules, or the Prizes provided hereunder. Each of the parties irrevocably waives, to the fullest extent permitted by law, any objection that they may now or hereafter have to the laying of venue of any such proceeding in such courts and any claim that any such proceeding brought in any such courts has been brought in any inconvenient forum. Each party agrees that a final judgment in any such proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. **ENTRANT HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT ENTRANT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION ARISING OUT OF, UNDER OR IN CONNECTION WITH THESE OFFICIAL RULES, AN ENTRY OR BY REASON OF PARTICIPATING IN THE CONTEST OR SUBMITTING OR ATTEMPTING TO SUBMIT AN ENTRY.**

16. **Entire Agreement; Amendment.** These Official Rules constitute the entire agreement between Tushy and any entrant with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into these Official Rules. No communication or statements by or on behalf of Tushy shall cause any amendment, alteration or modification of these Official Rules except as expressly updated in these Official Rules. Participation in this Contest shall not constitute any representation, warranty, promise or covenant for any consideration of affiliation with Sponsor, including as an employee or independent contractor.

17. **Early Termination.** Tushy reserves the right, in its sole and exclusive discretion, to cancel, suspend, or terminate Contest for any reason and without any notice. In such instance, Tushy may, if and as appropriate, in its sole and exclusive discretion, select a winner using reasonable means that are materially consistent with the Contest.

Effective Date: January 31, 2023