

Protalus 2019 Customer Feedback Survey (the "Promotion")
Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN.
A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

1. Eligibility: The Promotion is open only to legal residents of the 50 United States and the District of Columbia ("D.C.") who: (a) are 13 years of age or older, (b) are located in one of the 50 States or D.C. at the time of entry; and (c) have received an email or online invitation to participate in a Protalus customer feedback survey. Void outside the 50 United States/D.C. and where prohibited by law. If you are deemed a minor in your state of residence ("Minor"), you must have the consent of your parent or legal guardian to participate in this Promotion. Proof of consent may be required at any time.

2. Promotion Period: The Promotion begins at 12:00 a.m. Universal Time ("UTC") on 21 March 2019 and ends at 11:59 p.m. UTC on 18 April 2019 (the "Promotion Period").

3. How to Enter: To enter the Promotion, potential entrants must complete the following:

a. Survey Entry: During the Promotion Period be invited by the Promotion Administrator to participate in the 2019 Feedback Survey, follow the link to the survey website, and complete the survey online. Once at the survey, you should complete the questions provided. Entrants must complete all required information. The length of time required to complete a survey will vary from approximately three (3) minutes to ten (10) minutes. Upon your completion of the survey you will receive a "Thank you" message and entered to win one of the prizes in Section 4 of this agreement. Winners will be announced on April 19, 2019. **LIMIT ONE (1) SURVEY ENTRY PER PERSON / E-MAIL ADDRESS / COMPLETED SURVEY ASSOCIATED WITH THIS PROMOTION.**

You are not a winner until you receive official written notification from the Promotion Administrator on April 18, 2019. All entries become the exclusive property of the Promotion Administrator and will not be acknowledged or returned except as provided herein. Entries which are incomplete, incorrect, incomprehensible, not received prior to the end of the Promotion Period, or do not otherwise comply with these Official Rules will not be entered into the Promotion. Entries made by third party entry service, automated means, or in any other manner not specifically allowed under these Official Rules will not be entered into the Promotion.

4. Prizes, Approximate Retail Value ("ARV"):

Instant Win Prizes: There will be a maximum of 40 prizes awarded: Each prize will consist of one (1) of the following below for each winner:

- a. One (1) full year of a Protalus subscription (a total of four (4) pairs) of any model Protalus insole, shipped to winner free of charge every three (3) months for one (1) full year;
- b. A \$100.00 USD Protalus gift card (redeemable only at www.protalus.com) for any model Protalus insole. Sales tax not included;

- c. A \$25.00 USD Visa gift card. Visa gift card may only be used in the United States where Visa gift cards are accepted. Visa gift cards are subject to the Cardholder agreement with Sunrise Banks, N.A. and Blackhawk Network California, Inc. found at: https://m.media-amazon.com/images/G/01/gift-certificates/consumer/2019/SunriseCardholderAgreement_R2_2019.pdf

Total ARV of all prizes available in this Promotion is \$1105.00 USD. No substitution, cash redemption or transfer of prizes is permitted except at Promotion Administrator's sole discretion or as provided herein. If the advertised prize cannot be awarded for any reason, Promotion Administrator reserves the right to substitute a prize of equal or greater value. All federal, state and local income taxes on the prizes and all other costs associated with acceptance or use of the prizes are the sole responsibility of the winners. Arrangements for delivery of prizes will be made after winner validation. LIMIT ONE (1) INSTANT WIN PRIZE PER PERSON / EMAIL ADDRESS / HOUSEHOLD. Unclaimed prizes shall not be awarded. Use of gift cards is subject to the terms, conditions and policies of the issuer.

No more than the stated number of prizes will be awarded. If, for any reason, the number of prize notifications exceeds the stated number of prizes, the remaining prizes will be awarded in a random drawing from among all legitimate prize claimants.

5. General Rules: All applicable federal, state and local laws apply. All potential winners (and/or their parent/legal guardian if a Minor) will each be contacted by email and may be required, at Promotion Administrator's discretion, to complete, sign and return an affidavit of eligibility, and a liability release within a stated amount of time. The return of any notification as undeliverable, or failure to respond to notices or return any required documents in a timely manner, or a determination that a potential winner is ineligible or not in compliance with these Official Rules, as determined by the Promotion Administrator, may result in disqualification of the winner and forfeiture of the corresponding prize. By participating in this Promotion, entrants agree to abide by and be bound by these Official Rules and decisions of the Promotion Administrator, which shall be final in all matters relating to the Promotion.

Promotion Parties are not responsible for: (i) electronic or digital transmissions or entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, or misdirected; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation of transmission, communication failures (including but not limited to failures or malfunctions of phone lines, telephone systems or other communications systems), destruction of or unauthorized access to, or alteration of, entries; (iii) failed or unavailable hardware, network, software or telephone transmissions; (iv) damage to entrants' or any person's computer; (v) causes beyond Promotion Parties' reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Promotion; (vi) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Promotion; (vii) any typographical or other error in the printing or advertising related to the Promotion, in the administration or execution of the Promotion, or in the announcement/notification of prize winners; or (viii) cheating or fraud by any participant. All incomplete or non-conforming entries will be disqualified.

If for any reason this Promotion cannot be executed as planned, including but not limited to infection by virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Promotion Administrator that corrupt or affect the security,

administration, fairness, integrity or proper conduct of this Promotion, or if this Promotion is compromised or becomes corrupted in any way, electronically or otherwise, Promotion Administrator reserves the right, in its sole discretion, to suspend or terminate this Promotion. If the Promotion is terminated before the stated end date of the Promotion Period, the Promotion Administrator will select any remaining winners in a random drawing from among all eligible, non-suspect entries received through all entry methods combined as of the time/date of termination.

Promotion Administrator reserves the right, at its sole discretion, to disqualify and prosecute any individual who tampers with or attempts to tamper with the entry process or who enters using any automatic or programmed entry duplication method, or any entry service.

CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY CORRUPT OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, PROMOTION ADMINISTRATOR RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

6. Release & Waiver: By participating in this Promotion, entrants agree to release, discharge and hold harmless Promotion Parties from and against any and all liability, loss, injuries or damages associated with participation in this Promotion or the acceptance, possession, use or misuse of any prize received in this Promotion. By participating in this Promotion, entrants waive all rights to claim punitive, indirect, incidental and consequential damages, attorneys' fees or any damages other than actual out-of-pocket costs incurred to participate.

7. Disputes/Venue/Governing Law: By participating, entrants agree that (1) any and all disputes, claims and causes of action arising out of, or connected with, this Promotion or any prize awarded (if applicable) shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in in the county of Multnomah County, Oregon; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Promotion but in no event attorneys' fees; and (3) to the extent allowed by applicable law, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental and/or consequential damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of any participant or Promotion Administrator in connection with the Promotion shall be governed by and construed in accordance with the internal laws of the State of Oregon without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

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 Promotion-related materials or notifications and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

8. Terms & Privacy: Participation in this Promotion is subject to the Protalus Terms of Use located at <https://www.protalus.com/pages/legal-terms>. By entering this Promotion, you agree to adhere to the terms, policies and guidelines described in the above Terms of Use. The personal information collected through this Promotion is subject to Protalus Privacy Policy located at <https://www.protalus.com/pages/privacy-policy>. By entering this Promotion, you agree to the use of your personal information as described in the above Privacy Policy. In the event of any conflict between these Official Rules and Protalus Terms of Use or the Protalus Privacy Policy, these Official Rules shall take precedence.

9. Winners' List: To view the winners' list for this promotion please send a request to feedback@protalus.com. The winners' list will be available after winner validation has been completed.

10. Promotion Administrator: The Promotion is administered and judged by Protalus USA, LLC, 1750 Blakenship Rd, West Linn, OR 97068.

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