

## CYMBIOTIKA®

### CYMBIOTIKA'S WIN YOUR DAY GIVEAWAY OFFICIAL RULES

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

Welcome to Cymbiotika's Official Rules for the **CYMBIOTIKA'S WIN YOUR DAY Giveaway!** We are excited that you are considering participation and wish you the best of luck going forward. By entering, each Entrant agrees to be bound by these Rules, which shall be final.

Sponsor: Cymbiotika, LLC ("Cymbiotika"), 5825 Oberlin Dr., Suite #5, San Diego, CA 92121.

To Enter: **No purchase, payment or donation of any kind is necessary to enter or win, nor will any of that improve your chance of winning.**

To participate, at the beginning of the Giveaway Period, each participant must:

(1) Create the following posts on his or her social media account(s):

- Post a photo or video on IG or Tiktok explaining how you win your day with Cymbiotika
- Tag @cymbiotika on IG or @realcymbiotika on TikTok
- Use hashtag #winyourday
- Extra entry for using the Cymbiotika win your day tiktok sound
- Extra entry for entering their phone number

(2) Visit the Giveaway site [cymbiotika.com/pages/winyourday](https://cymbiotika.com/pages/winyourday) (the "Giveaway Site") and complete the Giveaway entry form.

There is a limit of one (1) entry per person. The use of an agency or any automated system to enter is strictly prohibited and Sponsor reserves the right to disqualify any entries received through such methods, as determined by Sponsor, in its sole discretion.

The Giveaway starts at 9:00 AM Pacific Daylight Time, on June 1, 2023, and ends at 11:59 PM Pacific Daylight Time, on June 30, 2023 ("Giveaway Period"). Entries submitted before or after the Giveaway Period will not be eligible. Sponsor's computer is the official timekeeping device for the Giveaway.

To Win: Three Winners of the Giveaway Prize will be randomly selected from the eligible Entrants received by June 30, 2023 at approximately 11:59 PM Pacific Time, and notified by the official @cymbiotika account via DM (Instagram Direct Message) no later than July 6, 2023.

Winner  
Giveaway

Prize: Free one year subscription of your favorite Cymbiotika product of your choice (excluding Cymbiotika Coated Silver) the market value of which does not exceed \$1,056.00 of one year subscription.

#### **DETAILS**

- By entering the Giveaway, you indicate your full and unconditional agreement to, and acceptance of, (a) these Official Rules and (b) Sponsor's decisions, which are final and binding. Winning a Prize is contingent upon fulfilling all requirements set forth herein.

- To be eligible to participate in the Giveaway, in addition to the foregoing, an Entrant must:
  - be 18 years of age or older at the time of entry and be a legal resident of the United States ("Entrant"); and
  - provide his or her name, email address, mobile phone number, and other contact information that the Sponsor may require ("Entrant Info").
- By entering the Giveaway in accordance with the entry process described above, you will be registering to receive email communication from Cymbiotika LLC. By agreeing that your Entrant Info may be used by the following partner: Cymbiotika LLC in accordance with its respective Privacy Policy, a current copy of which can be found here:
  - <https://cymbiotika.com/pages/privacy-policy>
- The Giveaway is intended for the United States only and will be evaluated according to United States law. Please do not enter the Giveaway unless you are, at the time of entry, a legal resident of the United States and actually reside in the United States at the time the
- Three Winners of the Giveaway Prize will be randomly selected at the conclusion of the Giveaway Period on June 30, 2023.
- The following persons are automatically ineligible:
  - Sponsor's employees, or any employees of Sponsor's subsidiaries and affiliated companies, advertising and promotion agencies, as well as their immediate family members;
  - Sponsor's agents and/or independent contractors and their immediate family members.

The term "immediate family member" includes spouses, grandparents, parents, siblings, children, and grandchildren.
- Any false information provided by any Entrant regarding the identity, email address, ownership of right, compliance or non-compliance with these Rules, may result in the immediate elimination of the Entrant from the Giveaway.
- The Winner will be notified by email or direct messaging on of the Giveaway Period, and announced via Sponsor's social media accounts, including but not limited to Instagram and/or TikTok, and/or on Sponsor's website promptly thereafter.
- Entrants agree to be bound by the Rules, and the decisions of the judges are final in all matters relating to this Giveaway.
- Odds of winning will depend upon the number of eligible Entries

received. ■ Winner is solely responsible for all taxes and/or fees that may be incurred.

- If the randomly selected Winner cannot be reached by Sponsor within 1 business day (e.g., on June 30, 2023) another Winner will be chosen in his/her place at random from all remaining entries received. Only one (1) alternate potential winners will be contacted.

**General Conditions:**

- By participating in the Giveaway, you (i.e., each Entrant) agree to release and hold harmless Sponsor, its parent, subsidiaries, affiliates, prize providers and each of their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Giveaway or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Giveaway; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage due, misdirected, or undeliverable mail; (e) errors in the administration of the Giveaway or the processing of entries; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Giveaway or receipt or use of any prize. You further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Giveaway, and in no event shall the Released Parties be liable for attorney's fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
- The Winner will be required to complete a release and declaration prior to acceptance of any prize or recognition of being the Winner. Sponsor may require this release and declaration at any time, including after the Winner receives its Prize.
- Any information you submit as part of the Giveaway will be used for purposes of this Giveaway and treated in accordance with Sponsor's Privacy Policy as otherwise set forth in these Official Rules. Except where prohibited, participation in the Giveaway constitutes an Entrant's consent to Sponsor's use of his/her name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration.
- By entering the Giveaway, you acknowledge and agree that Sponsor will use Entrant's information, including, without limitation, your email address, phone number, mailing address, or any other contact information provided for general solicitation, marketing, or other business or promotional activities in connection with the services and products provided by Sponsor. You may at any time revoke the use of such information by providing written notice to Sponsor using the following addresses or by responding to a marketing email using the unsubscribe link provided in the email. Please note that your opt-out preference will apply to marketing communication and may not apply to transactional communication including those associated with your entry.
- By claiming a Prize or accepting recognition as the Winner, the Winner authorizes the use, without additional compensation, of his or her name and/or likeness and/or voice/photograph and municipality of residence for promotion and/or advertising purposes in any manner and in any media or medium, known or not yet know (including, without limitation: via internet, online, social media, television/film, and radio broadcasts; newspapers and other publication) or as Sponsor may deem appropriate in its sole discretion.
- Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in San Diego, California. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of California, without giving effect to any choice of law or conflict of law rules (whether of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than California.
- If this Giveaway is hosted, administered, or operated on a third party platform, including without limitation a social media platform (e.g. Facebook or Twitter) ("Third Party Platform"), then by participating in this Giveaway, entrants hereby release and agree to comply with all rules and policies set forth by such Third Party Platform and to hold harmless such Third Party Platform from

any and all liability, loss or damages arising from or in connection with the awarding, receipt, and/or use or misuse of prizes or participation in any prize related activities. Unless otherwise stated to the contrary in these Official Rules, this Giveaway is not sponsored, endorsed or administered by, or associated with, any Third-Party Platform.

- In the event that the operation, security, or administration of the Giveaway is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, Sponsor may, in its sole discretion, either: (a) suspend the Giveaway to address the impairment and then resume the Giveaway in a manner that best conforms to the spirit of these Official Rules; or (b) award the prize(s) at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Giveaway or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Giveaway may be a violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication by Sponsor. 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 participant. The "authorized account holder" is the natural person who is assigned to 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 email address.

For more information about this Giveaway, including its Rules, Entrant eligibility or the Winner(s), please send a self-addressed, stamped envelope to Cymbiotika, LLC, 5825 Oberlin Dr., Ste #5, San Diego, CA 92121. Attn: Casey Kueltzo. Requests must be received within four (4) weeks of the end of the Entry Period.