

100K 2024 Onnit 6 Challenge

OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. ELIGIBILITY: The 100K 2024 Onnit 6 Challenge ("Onnit 6 Challenge" or "Challenge" or "Contest") is open to legal residents of the United States, as well as Canada. Contestants may not be a national or legal permanent resident of the province of Quebec (Canada) or the following countries: Burma, Cuba, North Korea, Sudan or Syria. Contestants must be Onnit account holders who are eighteen (18) years of age or older than the age of majority in the Contestant's place of residence at the time of entry. Contestants may be eligible in the Challenge if they are actively participating in the Onnit 6 or Onnit In 30 programs and have not previously won an Onnit 6 Challenge. Winners of any other Onnit 6 Challenge are not eligible. Contestants may not be members of any guild, union, or other organization that may prohibit them from participating in this Challenge or that would restrict, require due payment, or otherwise have the right to oppose such Contestant participation in this Challenge. Directors, Officers, Employees, Agents, Independent Contractors and Shareholders of Onnit Labs, Inc. and/or its subsidiaries, and their immediate family members (including spouses, parents, siblings, children, and their respective spouses) and/or those living in the same household of each are not eligible. Except as otherwise permitted herein, only one (1) entry per person will be accepted. If a Contestant submits multiple entries, the last will be accepted and the others will be discarded. In order to be eligible, the Contestant must follow these Official Rules. Failure to comply with these Official Rules may result in ineligibility. No purchase necessary. **This Contest is void outside the Territory and where prohibited by law.**

2. SPONSOR: This Contest is sponsored by Onnit Labs, Inc., a Delaware corporation having its principal office located at 4401 Freidrich Ln. Suite 302, Austin, Texas 78744, United States ("Sponsor").

3. TO ENTER CONTEST: The Contest Challenge Period begins at 12:01 am CST on January 8, 2024 and ends at 11:59 pm CST on March 31, 2024 ("Contest Challenge Period"). Enrollment periods are as follows: Registration begins on or around November 6, 2023 and ends at 11:59 pm CST on January 6, 2024. Application submission period begins on April 1, 2024 and ends at 11:59 pm CDT on April 7, 2024. Winner will be announced on or around April 24, 2024.

To enter the Contest, visit the website <http://www.onnit.com/challenge> for the official online entry form. Contestants must be or must register to be an Onnit account holder to participate in the Contest. An Onnit account is free. Contestant must complete all information requested, including but not limited to, Contestant's full legal name; full address (including apartment number, city, state, province, zip/postal code, and country); daytime, home, and/or mobile telephone numbers; e-mail address; date of birth; and all other information requested. Failure of Contestants to correctly complete any portion of the online entry form will result in ineligibility. Any communication regarding the Contest will be sent to the email address on file with Sponsor. It is the Contestant's responsibility to notify Sponsor at challenge@onnit.com of a change of email address. All materials submitted become the property of Sponsor and will not be returned. Contestants must submit the entry form on behalf of themselves. Only one (1) entry per Contestant will be accepted; all preceding entries will be disregarded. False, deceptive, or incomplete entries provided by Contestant shall render the entry ineligible. Use of any illegal or banned substances to achieve results is prohibited. Contestants may be required to test and/or sign an affidavit verifying that their transformation was achieved without the use of illegal or banned substances.

IMPORTANT NOTICE TO CONTESTANTS: CONTESTANTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTION.

Alternate Means of Entry / No Purchase Necessary:

Contestants may enter by sending a self-addressed stamped envelope to Sponsor at the following address at the end of the Challenge Period: Onnit Labs, Inc., Attention: Onnit 6 Challenge, 4401 Freidrich Ln. Suite 302, Austin, Texas 78744, United States ("Mail-In Entry"). Entries must also include the Contestant's name and email address in the entry. Contestants must submit the questionnaire sent out by Sponsor along with the required information.

All eligible mail-in entries must be postmarked and received before January 6, 2024. Only one (1) mail-in entry per Contestant.

4. PRIZES:

Twenty (20) Semi-Finalists will each receive a prize of:

- A Video Call w/ Onnit Community Team Member
- Supplement Pack:
 - Alpha BRAIN 30 ct (quantity 1)
 - New MOOD 30 ct (quantity 1)
 - Protein: Whey, Vanilla (quantity 1 per flavor)
 - ShroomTech Sport 28 ct (quantity 1)
 - HydraTech 1 Lime/1 Tangerine (quantity 1 per flavor)
 - Total Nitric Oxide (quantity 1)
 - Vitamin D3 Spray Guava (quantity 1)
- Semi Finalists from the Challenge will be invited to attend the Summit at Onnit, and able to bring one(1) guest. Onnit will NOT provide transportation, lodging, or Per Diem.

The approximate retail value (ARV) of the Semi-Finalist Prize is \$273.00 USD.

Ten (10) Grand Prize Winners will each receive a grand prize ("Grand Prize Winners") of:

- \$10,000 (USD)
- A one-time \$1,000 credit for use on Onnit.com
- Access to all Onnit 6, and Onnit in 30 Programs
- Trophy: Custom painted Primal Bell with Challenge name and year.
- Winners from the Challenge will be invited on a trip to attend the Summit at Onnit. Each Winner will get to bring one (1) guest.
 - Sponsor will cover booking and purchase of flight for winner and their one guest
 - Sponsor will cover booking and purchase of one hotel room for two nights
 - Sponsor will cover \$100 per diem per person for the visit (2 days)
 - Sponsor will cover any team dinners
 - Summit length: Friday-Sunday (Friday will be treated as a welcome day)

The approximate retail value (ARV) of the Grand Prize is \$13,974.95 USD.

The ARV value of the Prizes set forth above represents Sponsor's good faith determination of the approximate retail value thereof, and the actual fair market value, as ultimately determined by Sponsor, is final and binding and cannot be challenged or appealed. In the event the stated approximate retail value of a Prize is more than the actual fair market value of that Prize, the difference will not be awarded in cash or otherwise. Each Selected Contestant is solely responsible for the reporting and payment of any applicable federal, state, and/or local taxes on the Prize.

5. Winner Selection:

- The application submission starts on April 1, 2024 at 12:01 am CST and ends on April 7, 2024 at 11:59 pm CDT.
- Contestants will fill out the application submission form at onnit.com/challenge. Contestants will then be asked to tell the Sponsor how the Challenge helped change their life, and what good habits they are going to keep going forward.
- The Sponsor will review and judge Rounds 1-3 using a panel of judges, consisting of Sponsor's employees qualified to apply the judging criteria, in Sponsor's sole discretion. All decisions by Sponsor are final and binding. 20 Semi-Finalists will be identified.
- The 20 Semi-Finalists will be notified and required to create a five (5) minute video (max length with a grace period of 20 seconds) talking about the past 6 weeks answering one (1) question posed to them from Sponsor.
- All 20 Semi-Finalists will submit their videos (public YouTube videos required) in a timely manner as requested by Sponsor. Failure to submit a timely video may result in forfeiture and Sponsor may select an alternate Contestant.
- Semi-Finalist videos will be posted and voted on by the community. Online community voting will last one (1) week. Community voters **MUST** submit their email to vote: 1 vote per email address. The top ten (10) Semi-Finalists with the highest proportion of community votes will be identified.
- Semi-Finalist videos will be voted on by an internal group consisting of Sponsor's employees, in Sponsor's sole discretion. The top ten (10) Semi-Finalists with the highest proportion of internal votes will be identified.
- The ten (10) Grand Prize Winners will have the highest average between community and internal voting and will be notified by email announced on or about April 24, 2024, on Onnit.com.

If Sponsor does not receive a response from Winners within twenty-four (24) hours of Sponsor's notification to Winner, or the Winner declines the prize or fails to meet Sponsor requirements, such Winner may be disqualified, and the prize will either be forfeited or awarded to an alternate Contestant. Sponsor's decisions will be final and binding in all matters related to the Challenge. Sponsor shall have no liability for any notification to Winner that is lost, intercepted, delayed, or not received by the potential winner for any reason.

No transfer, substitution, or cash equivalent for any prizes will be permitted, except at the sole discretion of the Sponsor due to unavailability of the prize for any reason, including but not limited to cancellation, scheduling conflicts, or force majeure. Sponsors may substitute prizes of equal or greater value.

The prize does not include taxes, insurance, personal expenses, gratuities, incidental charges, or any other items not specifically described in these Official Rules and all expenses for any of the foregoing are the sole responsibility of the Winner. The Winner is responsible for reporting and paying all federal, state, and local taxes incurred in association with Winner's receipt of the prize.

As a condition to receiving a prize, the Winner must sign all documentation reasonably requested by Sponsor, including, without limitation an Affidavit of Eligibility / Release of Liability / Prize Acceptance Form and show proof of residency and valid identification within twenty-four (24) hours of request by Sponsor. If any document is returned to Sponsor as undeliverable or if Sponsor does not receive a response from any Winner within twenty-four (24) hours of a request for information, or a Winner declines the prize or fails to meet Sponsor requirements, such Winner(s) may be disqualified and the prize will either be forfeited or awarded to an alternate Contestant.

6. GENERAL TERMS: By participating in the Challenge, Contestant agrees: (a) to release Sponsor and their agents from all liability, loss, or damage arising out of or relating to the Challenge, including interpretation of these Official Rules, decisions by the Sponsor, Contestant's acceptance, and use/misuse of the Grand Prize.(b) to abide and be bound by these Official Rules and the decisions of the Sponsor and comply with all Sponsor and Rule requirements; and (c) that Sponsor, their affiliates, and licensees may use Contestants' names, personal information, and statements made by Contestant to Sponsor and information on the entry form for advertising and promotional purposes in all media worldwide without additional compensation. Contestant irrevocably grants to Sponsor the unrestricted right to edit, modify, use, publish, display, broadcast, distribute and copyright materials bearing Contestant's name, voice, likeness and/or any other identifiable representation of Contestant, including, but not limited to, statements attributable to Contestant ("Contestant's Likeness"). Contestant agrees that all material containing Contestant's Likeness shall be and remain the sole and exclusive property of Sponsor, and Contestant hereby assigns any and all rights in or to such material to Sponsor and releases and forever discharges Sponsor from any and all claims, liabilities and damages relating to the use of Contestant's Likeness. Contestant hereby waives any and all rights to inspect or approve Sponsor's use of the Submission or Contestant's Likeness, or any part or element thereof. Sponsor does not make any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the use of any prize, including, without limitation, quality, merchantability, and fitness for a particular purpose. Contestant agrees that Sponsor has the right to substitute any prize of equal or greater value within their sole discretion. All decisions of Sponsor shall be final, binding and non-appealable. Prizes are non-assignable and non-transferable. No Prize substitutions or cash redemptions of any Prize or any portion thereof. Sponsor reserves the right in its sole discretion to substitute any prize or portion thereof of equal or greater value if any Prize or portion thereof is unavailable for any reason. Details of Prizes or portions thereof not specified herein, if any, will be determined at the sole discretion of Sponsor. This Challenge is subject to all applicable federal, state and local laws and regulations. Any prizes that are not duly claimed in accordance with these Official Rules will not be awarded.

7. TRANSFER: The transfer of status as an unofficial winner by an ineligible person to an eligible person is strictly prohibited.

8. LANGUAGE: The official version of these Official Rules is the English language version. In the event of contradictions or discrepancies between different language versions of these Official Rules, the English language version takes precedence. Contestants must submit all materials and information in English. Sponsors are not responsible for translation of any submissions or information provided in another language. Failure to submit required information in English may result in disqualification.

9. PERSONAL INFORMATION: Any personal information that Contestant submits in connection with the Challenge will be collected and used by the Sponsor and their authorized agents to administer the Challenge and to award prizes. Contestant's personal information may also be used to send additional information about Sponsor and its affiliates, and each of their respective products and programs via electronic and ordinary mail. Except as set forth herein, Contestant's personal information will not be used for any other purpose and will not be shared with anyone else unless required by law.

10. DISCLAIMER AND RELEASE OF LIABILITY: None of Sponsor, its subsidiaries, affiliates, advertising/promotion agencies, and all of their respective directors, officers, employees, representatives, and agents ("Challenge Entities") is responsible for, and by participating in the Challenge each Contestant releases each of the foregoing from any and all liability associated or resulting from any miscommunications, printing errors, clerical, typographical or other error in any Challenge materials or printed copy or artwork, or any prize offering announcement, any errors of any kind, whether human, mechanical, clerical, electronic, digital or technical in nature, or unauthorized human intervention, any losses, damages or injuries of any kind, including but not limited to those related to defamation, portrayal in a false light or privacy rights, resulting from or in connection with participation in the Challenge or from acceptance, receipt, possession and/or use or misuse of a prize, including from the posting or publication of any information or portion thereof online or in any media, any incorrect or inaccurate entry information, human error, technical malfunction, failures, omission, interruption, deletion, or

defect of any telephone network, computer online systems, computer equipment, servers, access providers, or software, including any injury or damage to Contestant's or any other persons' computer relating to or resulting from participation in this Challenge; inability to access the website or any pages thereof; theft, tampering, destruction, or unauthorized access to, or alteration of entries; entry submissions that are processed late or incorrectly or are incomplete, garbled, or lost due to computer or electronic malfunction or traffic congestion on the Internet or any website. Proof of entering information at a website is not considered proof of delivery or receipt. All dates (if any) set forth in these Official Rules are approximate.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, SPONSOR SHALL NOT BE LIABLE TO CONTESTANT OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS), EVEN IF SPONSOR HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. **Sponsor reserves the right to terminate, suspend, withdraw, or amend the Challenge or Contest for any reason in its sole discretion.**

11. GOVERNING LAW; JURISDICTION: This Challenge will be governed by and construed in accordance with the laws of the State of Texas without regard to conflict of law principles.

12. ARBITRATION DISCLOSURE: By participating in the Challenge, each Contestant agrees that: (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) Contestant may have against any of the Challenge Entities arising out of, relating to, or connected in any way with the Challenge, the awarding or redemption of prizes, or the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by American Arbitration Association ("AAA") and conducted before a sole arbitrator pursuant to the applicable Rules and Procedures established by AAA ("Rules and Procedures"); (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) the arbitration shall be held at a location determined by AAA pursuant to the Rules and Procedures (provided such location is reasonably convenient for Contestant), or at such other location as may be mutually agreed by the Contestant and Sponsor; (4) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the Contestant may have entered in connection with the Challenge; (5) the arbitrator shall apply Texas law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (6) there shall be no authority for any claims to be arbitrated on a class or representative basis as Contestant and Sponsor hereby waive the right to assert claims in any class or representative action; arbitration can thus decide only the Contestant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) to the extent permitted by law, the arbitrator shall not have the power to award punitive, incidental or consequential damages against the Contestant or Sponsor; and (8) if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures established by AAA, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. For more information on AAA and/or AAA Rules and Procedures, Contestants may visit the AAA Website at <http://www.adr.org>.

13. INVALIDITY: These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. 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 Challenge materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

14. FORCE MAJEURE: Sponsor reserves the right, without prior notice and at any time, to terminate the Challenge, in whole or in part, or modify or suspend the Challenge, or any portion thereof, in any way, if it determines, in its sole discretion, that the Challenge is impaired or corrupted or that fraud, breach of confidentiality, or technical problems, failures or malfunctions have destroyed or severely undermined the integrity and/or feasibility of the Challenge. In the event Sponsor is prevented from continuing with the Challenge as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Challenge. Only the type and quantity of prizes described in these Official Rules will be awarded. If, due to printing, production, or human errors, or for any reason, more potential winners in any prize category come forward seeking to claim prizes in excess of the number of each type of prize as set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s) in that prize category. Inclusion in such drawing shall be each Contestant's sole and exclusive remedy under such circumstances.