

## ONNIT X REWARDS RAFFLE

Trick or Treat Package

### TERMS & CONDITIONS

Last Updated: October 10, 2022

**IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING OR PARTICIPATING IN THE ONNIT X REWARDS RAFFLE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT ACCESS OR PARTICIPATE IN THE ONNIT X REWARDS RAFFLE.**

NO PURCHASE NECESSARY.

#### **A. Terms and Conditions**

The Onnit X Rewards Raffle ("The Onnit X Rewards Raffle" or "Raffle") is a Raffle sponsored by Onnit Labs, Inc ("Sponsor") for Onnit X Reward Program Members and is separate from all other programs. Onnit X Reward Program Members ("Reward Members" or "Reward Member") are responsible for remaining familiar with these Raffle Terms and Conditions. "You" or "Your" are used herein to refer to Reward Member(s). "We" or "Our" are used herein to refer to the Sponsor. These Terms and Conditions apply to Reward Members' participation in the Raffle. Reward Members' participation in the Raffle constitutes their agreement to follow these Terms and Conditions and to be bound by them.

These Terms and Conditions include an arbitration provision that governs any disputes between Reward Members and Sponsor unless Reward Member opts out as described in the arbitration provision below, this provision will eliminate Reward Member's right to a trial by jury and substantially affect Reward Member's rights, including preventing Reward Member from bringing, joining or participating in class or consolidated proceedings.

Reward Member agrees that Sponsor may provide notices, disclosures and amendments to these Terms and Conditions, and other information relating to the Raffle by electronic means, including posting such information and materials at <https://www.onnit.com/onnit-x/>.

#### **B. Terms and Conditions Subject to Change**

Sponsor reserves the right to update or modify these Terms and Conditions at any time without prior notice. Those changes will go into effect on the Effective Date shown in the revised Terms and Conditions. By continuing to participate in the Raffle, you are agreeing to the revised Terms and Conditions. For this reason, we encourage you to review these Terms and Conditions whenever you visit the Raffle websites.

#### **C. Eligibility**

Open only to legal U.S. residents of the continental U.S., including residents of the District of Columbia. Notwithstanding the foregoing, the Raffle is open to any Rewards Member who is at least eighteen (18) years of age or older. It is void where prohibited by law. Do not attempt to enter the Raffle if you live outside of the United States or are otherwise ineligible. Reward Members must have a valid Account from Onnit.com("Account"). If you do not have an Onnit.com Account, visit

[https://www.onnit.com/cart/create\\_account.php](https://www.onnit.com/cart/create_account.php) and follow the links and instructions to create an Account.

NOTE: Your Onnit.com Account profile must include a complete first and last name. If your Onnit.com Account does not meet this requirement, you may be suspended from the Raffle. Employees, officers,

directors of Sponsor, its parent company, affiliates, divisions, subsidiaries and any entities involved with the development, production or implementation of the Onnit X Rewards Program are not eligible to enter or win a prize.

#### **D. Raffle Period**

The Raffle Period begins at 12:01 am CT on October 26th, 2022 and ends at 11:59 pm CT on October 28th, 2022 ("Raffle Period").

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

#### **E. Raffle Item & Description**

One (1) Reward Member will receive a full set of Primal Bells (includes one (1) of each: 18lb Howler, 36lb Chimp, 54lb Orangutan, 72lb Gorilla, and 90lb Bigfoot); one (1) Reward Member will receive two (2) 20kg kettlebells; and one (1) Reward Member will receive two (2) 28kg kettlebells (Each "The Raffle Prize" or "Prize"). The approximate retail values (ARV) of the Raffle Prizes are \$650, \$300, and \$340 USD, respectively.

The ARV value of the Raffle Prize 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 Member is solely responsible for the reporting and payment of any applicable federal, state, and/or local taxes on the prize.

#### **F. Entry**

Rewards Members must go to the Onnit X Rewards Member area of the Onnit website (<https://www.onnit.com/onnit-x/>) and log into your Onnit X Rewards Program account or access your Onnit X Rewards Program account through the Onnit app (i.e., the "app"). Redeem 50 Onnit X Reward Program Points ("Points") in order to receive one (1) entry into the Raffle via this method. BE CAREFUL IN REDEEMING ONNIT X REWARDS PROGRAM POINTS BECAUSE, ONCE REDEEMED, THE TRANSACTION IS FINAL AND POINTS CANNOT BE RETURNED OR RESTORED. (Allow approximately seventy-two [72] hours for redemption of Points to be reflected in your Onnit X Rewards Program account. If your account has fewer than fifty [50] Points, you cannot enter the Raffle via this method unless and until fifty [50] Points have been accumulated in your account. The Raffle can be entered into unlimited times as long as you have the accumulated Points available.

To result in entry, the Point redemption transaction must take place by October 28th, 2022, at 11:59 pm CT. Receipt of "Point-redemption" entries will be acknowledged (via confirmation of the Point redemption transaction and perhaps otherwise), but such acknowledgement does not constitute any representation as to eligibility for Raffle or notification of selection as a potential Raffle winner. In the event of a dispute over the identity of a person entering via this method, entry will be deemed submitted by the Authorized Reward Member of the email account provided at time of establishment of Onnit X Rewards Program account, as of date of entry. Authorized Reward Member means the natural person who is assigned to an email address by an Internet access provider, on-line service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted e-mail address. "Point-redemption" entries generated by script, macro, robotic, programmed or like means are prohibited and will be disqualified. \*If utilizing the Onnit X Rewards Program or the mobile version of the Onnit website, wireless Internet access and/or other fees may apply. Please consult your wireless service provider regarding your pricing plan before using the app or the mobile version of the Onnit website to enter the Raffle.

#### **G. Winner Selection**

Three (3) winners will be selected in a random drawing, to be conducted by Sponsor on or about October 31st, 2022. The drawing will consist of all eligible entries received. The winner will be notified by e-mail at the email address on file for a given potential winner's Onnit X Rewards Program account. In the event of noncompliance with this requirement (if applicable), if potential winner cannot be reached for any reason despite commercially reasonable efforts made by Sponsor (including failure to receive or respond to winner notification email for any reason, including the winner notification email being classified as "junk" or "SPAM;" or, if the email address on file for a given potential winner's Onnit X Rewards Program account has been changed by such potential winner without the potential winner timely updating

his/her/its/their email address in the Onnit X Rewards Program system or if the email address on file with the Onnit X Rewards Program system is no longer active at the time of sending the winner notification email) or if potential winner is determined to be ineligible or otherwise in violation of these Terms and Conditions, he/she shall be disqualified and forfeit the Raffle Item without compensation of any kind. In case of prize forfeiture, an alternate winner will be selected from among all remaining eligible entries received for the random drawing. Odds of winning depend upon the total number of eligible entries received for the random drawing.

IT IS THE WINNER'S SOLE RESPONSIBILITY TO ADVISE SPONSOR OF ANY CHANGE TO HIS/HER/ITS/THEIR MAILING ADDRESS BY RESPONDING TO THE WINNER NOTIFICATION E-MAIL BY THE DEADLINE INDICATED THEREIN. SPONSOR DISCLAIMS ANY AND ALL LIABILITY IF PRIZE IS RETURNED AS UNDELIVERABLE OR UNAWARDED DUE TO AN INCOMPLETE, OUT-OF-DATE OR OTHERWISE INCORRECT MAILING ADDRESS ASSOCIATED WITH WINNER'S ONNIT X REWARDS PROGRAM ACCOUNT.

TO BE ELIGIBLE TO WIN PRIZE, YOU MUST STILL BE A MEMBER OF THE ONNIT X REWARDS PROGRAM IN FULL COMPLIANCE WITH THE TERMS OF THE ONNIT X REWARDS PROGRAM AT THE TIME OF WINNER NOTIFICATION/PRIZE AWARD.

Prize is not redeemable/exchangeable for cash. All unspecified expenses relative to acceptance and/or use of the prize and all taxes on value of prize are the winner's sole responsibility. Where the value of prize is six-hundred dollars (\$600) or above, the winner will be issued an IRS 1099 Tax Form for the value of the prize in the year the prize was awarded to him/her. Winner further agrees to fully cooperate with Sponsor and/or its designated representatives in conjunction with its compliance with tax reporting requirements as per applicable law, including by providing his/her/its/their Social Security Number via IRS W9 Tax Form. Prize is not transferable except with the written permission of Sponsor which may be granted or withheld in its sole discretion and without liability of any kind.

#### **H. Disclaimer**

THIS RAFFLE, AND ALL CONTENT AVAILABLE ON THE RELATED WEBSITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE, BY YOUR PARTICIPATION IN THE PROGRAM AND USE OF RELATED WEBSITES, AS APPLICABLE, THAT YOUR USE IS AT YOUR SOLE RISK, THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING OR REPAIRS OF ANY EQUIPMENT YOU USE IN CONNECTION WITH YOUR USE, AND THAT ONNIT LABS, INC. AND ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, AND LICENSORS ("AFFILIATES") SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RELATED TO YOUR USE OF THIS WEBSITE OR OUR MOBILE APPLICATIONS.

IN PARTICULAR AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ONNIT LABS, INC. AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY OR COMPLETENESS OF CONTENT AVAILABLE ON OR THROUGH THE PROGRAM OR RELATED WEBSITES, OR THE CONTENT OF ANY WEBSITES OR ONLINE SERVICES LINKED TO OR INTEGRATED WITH THE WEBSITE OR MOBILE APPLICATIONS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ONNIT LABS, INC. AND ITS AFFILIATES WILL HAVE NO LIABILITY FOR ANY: (a) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (b) PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR ACCESS TO OR USE OF THE PROGRAM OR RELATED WEBSITES; (c) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS OR OF ANY PERSONAL INFORMATION OR USER DATA; (d) ANY INTERRUPTION OF TRANSMISSION TO OR FROM THE PROGRAM OR RELATED WEBSITES; (e) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED ON OR THROUGH THE PROGRAM WEBSITES BY ANY THIRD PARTY; OR (f) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED OR SHARED THROUGH THE PROGRAM WEBSITES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ONNIT LABS,

INC. OR ITS AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING FOR THE INDIRECT LOSS OF PROFIT, REVENUE, OR DATA) ARISING OUT OF OR RELATING TO THE PROGRAM OR RELATED WEBSITES, HOWEVER CAUSED, AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY BROUGHT (INCLUDING UNDER ANY CONTRACT, NEGLIGENCE, OR OTHER TORT THEORY OF LIABILITY) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent we may not, as a matter of applicable law, disclaim any warranty or limit our liability, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such law.

#### **I. Indemnification**

To the fullest extent permitted by applicable law, Reward Members agrees to indemnify and hold harmless Sponsor, its subsidiaries and affiliate entities, and their respective, directors, officers, employees, and agents from all liability and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of these Terms and Conditions by you or anyone using your Account. If Sponsor assumes the defense of such a matter, Reward Members will reasonably cooperate with Sponsor in such defense.

#### **J. Arbitration Agreement and Waiver of Certain Rights**

Reward Members and Sponsor agree that any disputes will be resolved through binding and final arbitration instead of through court proceedings. Reward Members and Sponsor hereby waive any right to a jury trial of any Claim. All controversies, claims, counterclaims, or other disputes arising between Reward Members and Sponsor, relating to these Terms and Conditions, the Program or the related websites (each a "Claim") shall be submitted for binding arbitration in accordance with the Rules of the American Arbitration Association ("AAA Rules"). The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration will be kept

confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies.

If the Reward Member demonstrates that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the administrative costs and arbitrator's fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

This arbitration agreement does not preclude Reward Members or Sponsor from seeking action by federal, state, or local government agencies. Reward Members and Sponsor also have the right to bring qualifying claims in small claims court. In addition, Reward Members and Sponsor retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with these Terms and Conditions, nor a waiver of the right to have disputes submitted to arbitration as provided in these Terms and Conditions.

Neither Reward Members nor Sponsor may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claim. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only Reward Members 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.

If any provision of this Section is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Section shall continue in full force and effect. No waiver of any provision of this Section of the Terms and Conditions will be effective or enforceable unless recorded in writing and signed by the party waiving such a right or requirement. Such a waiver shall not waive or affect any other portion of these Terms and Conditions. This Section of the Terms and Conditions will survive the termination of the Reward Members' relationship with Sponsor

#### **K. Other Provisions**

Any action relating to the use of the Program or Raffle and related websites or any transaction with Sponsor must be brought in the state or federal courts located in Travis County in the State of Texas. Reward Members consent and submit to the personal jurisdiction of such courts for the purposes of any such action.

These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any conflict of laws, rules, or provisions.

Under no circumstances will Sponsor be held liable for any delay or failure in performance due in whole or in part to any acts of nature or other causes beyond its reasonable control.

If any provision of these Terms and Conditions is found to be unlawful or unenforceable, then that provision will be deemed severable from these Terms and Conditions and will not affect the enforceability of any other provisions.

The failure by Sponsor to enforce any right or provision of these Terms and Conditions will not prevent it from enforcing such right or provision in the future.

Sponsor may assign its rights and obligations under these Terms and Conditions, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law.