Carenity Holiday Contest

Contest Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

1. Eligibility

The Carenity Holiday Contest (the Contest) is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of ELSE CARE SAS, as well as the immediate family (spouse, parents, sibling, and children) and household members of each such employee are not eligible. The contest is subject to federal, state, and local laws and regulation.

2. Sponsor

The Contest is sponsored by Carenity, located at 1 rue de Stockholm, 75008 Paris, France.

3. Agreement to the Official Rules

Participation in the Contest constitutes entrants full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

4. Contest Period

The Contest begins on December 4, 2021 at 12:00 a.m. EST and ends on January 1, 2022 at 12:00 a.m. EST (the "Contest Period"). Entries that are submitted before or after the Contest Period will be disqualified. Submissions will be accepted for the duration of the Contest using the following method: Online.

5. How to Enter

Online: This method of entry will be available by visiting our website (<u>www.carenity.us</u>). Participation in the Contest requires <u>publishing a comment</u> in the discussion threads entitled

- "[Holiday Contest] Game 1: What does your 2022 look like?"
- "[Holiday Contest] Game 2: Can you find the missing numbers?"

• "[Holiday Contest] Game 3: Can you decode the holiday message?"

Multiple entries per person are allowed throughout the Contest Period.

6. Prize Drawing

On or about January 10, 2022, the Sponsor will select one (1) potential winner in a random drawing from among all eligible entries received. The odds of being selected depend on the number of entries received.

The Sponsor will attempt to notify the potential winner via private message or email within seven (7) days following the drawing. If the potential winners cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place at random from the remaining non-winning, eligible entries. Only two (2) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 2-4 weeks after the conclusion of the Contest.

7. Winner Notification

The drawing will determine one (1) winner from among the participants who commented on the three (3) discussion threads.

8. Prize(s)

The Contest prizes, awarded chronologically to eligible participant(s) drawn at random and declared winner(s). Each winner receives a single prize.

The prize(s) include:

• 5 Minute Foot Mat & Aromatherapy Balm, valued at \$39.00

The Sponsor reserves the right to verify the age of any winner before awarding the prize. The prize is non-exchangeable, non-transferable, and is not redeemable for cash or other prizes. The Sponsor cannot be held liable for the use or non-use, or even exchange of the prize by winners. The Sponsor retains the right to substitute the prize with another prize of similar value in the event the original prize offered is not available.

9. General Conditions

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by the Sponsor in its sole discretion, the Sponsor may, in its sole discretion either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the

Contest and, in the event of termination, award the prize(s) at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual if it is found to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempts by any person to damage the website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

10. Release and Limitations of Liability

By participating in the Contest, entrants agree to release and hold harmless the Sponsor, and any of their respective parents, subsidiaries, affiliates, advertising and promotional agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Release Parties) from and against any claim or cause of action arising out of participation in the Contest or receipt of use of the prize (including any travel or activity related thereto), including, but not limited to (a) any technical errors associated with the Contest, including lost, interrupted, or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner(s), the cancellation or postponement of the event and/or the flyover, if applicable, the incorrect downloading or the application, the processing of entries application downloads or in any Contest-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participations in the Contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Contest, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

11. Disputes

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action.

12. Privacy

Information collected from entrants is subject to Sponsor's privacy policy.