

THE OFFICIAL SPONSOR OF GETTING STUFF DONE INSTANT WIN GAME
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

OPEN ONLY 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.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

The Official Sponsor of Getting Stuff Done Instant Win Game ("Promotion") is sponsored by Living Essentials, LLC ("Sponsor"), 38955 Hills Tech Dr., Farmington Hills, MI 48331 and is administered by Prize Logic, LLC, ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. PROMOTION PERIOD:** The Promotion begins on February 1, 2021 at 12:00 PM ET and ends on June 30, 2021 at 11:59:59 PM ET ("Promotion Period"). The Administrator's computer is the Promotion's official clock.
- 2. ELIGIBILITY:** This Promotion is offered only 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. **Venmo account required to receive a prize.** Officers, directors and employees of Sponsor, Administrator, and any of their respective owners, parent companies, affiliates, directors, subsidiaries, franchisees, representatives, advertising, promotion and production agencies, agents (all such individuals and entities collectively referred to herein as the "Promotion Entities") and their immediate family members (*i.e.*, spouse, parent, child, sibling, and the "steps" of each) and persons living in the same household of each are not eligible to participate in the Promotion. Void where prohibited or restricted by law. All federal, state and local laws apply.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator.

For purposes of the Promotion, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address. If it is discovered or suspected that an entrant has registered or attempted to register for the Promotion using multiple e-mail addresses or multiple identities, all of that entrant's Game Plays (as defined below) associated with that household (determined by Sponsor and/or Administrator in its sole discretion) may be disqualified and any prize an entrant might have been entitled to win will not be awarded any may be revoked. Use of any automated system or any like methods to participate in the Promotion is prohibited and will result in disqualification of any entrant attempting such use.

- 3. HOW TO PARTICIPATE:** During the Promotion Period, eligible entrants must visit <https://5HEWIN.com> ("Website") and complete and submit the registration form including, but not limited to, his/her first and complete last name (no initials), valid e-mail address, phone

number (phone number must be the phone number associated with entrant’s Venmo account), street address (no P.O. Boxes will be allowed), city, state, and zip code. After an entrant has registered, there are three (3) ways he/she can play the Instant Win Game. In addition, there are three (3) tiers of prizes (each a “Tier”) and each method of receiving an Instant Win Game play is associated with a different Tier of prizing as outlined in the chart and Sections A, B, and C below:

Tier	How To Receive A Game Play
1	Take a Quiz
1	Enter a Code
2	Purchase a Single-bottle 5-hour ENERGY® product or Enter a Free Promo Code
3	Purchase a Multi-pack 5-hour ENERGY® product or Enter a Free Promo Code

A. Take a Quiz (For Tier 1 Prizes): After registering or logging-in the entrant must then follow the on-screen instructions to complete a profile quiz (each, a “Quiz”, collectively “Quizzes”). There will be a total of five (5) Quizzes during the Promotion Period and each Quiz will be released at a different time during the Promotion Period. Upon completion of a Quiz, entrant will play the Instant Win Game (“Game Play”) for the chance to win a Tier 1 prize (as outlined below in Section 4). After the Game Play, the entrant will receive notification on the Website screen as to whether he/she is a potential “Instant Winner” (“Notification”). The Quiz is just for fun and Quiz answers have no impact on the Notification. Each entrant who receives a winning Notification will be deemed a potential Instant Winner of a Tier 1 prize, subject to verification of the entrant’s eligibility and compliance with these Official Rules, as determined by Sponsor in its sole discretion. An entrant is not a winner of any prize, even if the Notification should so indicate, unless and until entrant’s eligibility and the potential winning Game Play have been verified and entrant has been notified that verification is complete. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any Game Play that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored. Limit: An entrant may complete each Quiz one (1) time and complete a Game Play one (1) time during the Promotion Period, for a total of five (5) total Quizzes and Game Plays.

B. Enter a Code (For Tier 1 Prizes): After registering or logging-in the entrant must then follow the on-screen instructions to enter a code (“Code”). Codes will be made available on the Sponsor’s Facebook, Instagram, Twitter, and TikTok pages. To locate a Code, an entrant may follow Sponsor on Facebook at <https://www.facebook.com/5HourEnergyShot>, on Instagram @5HourEnergy, on Twitter at @5HourEnergy, and on TikTok at @5HourEnergy. Upon locating a Code, entrant may visit the Website and follow the links and instructions to enter the Code and play the Instant Win Game for a chance to win a Tier 1 prize. After the Game Play, the entrant will receive Notification on the Website screen as to whether he/she is a potential “Instant Winner” of a Tier 1 prize. Each entrant who receives a winning Notification will be deemed a potential Instant Winner of a Tier 1 prize, subject to verification of the entrant’s eligibility and compliance with these Official Rules, as determined by Sponsor in its sole discretion. An entrant is not a winner of any prize, even if the Notification should so indicate, unless and until entrant’s eligibility and the potential winning Game Play have been verified and entrant has been notified that verification is complete. Sponsor will not accept screen

shots or other evidence of winning in lieu of its validation process. Any Game Play that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored. Limit: An entrant may enter one (1) Code per day during the Promotion Period. Each Code may only be used one (1) time by each entrant.

If an entrant does not have a Twitter account, he/she can create one at no cost by visiting www.twitter.com. Please note that an entrant must agree to comply with the Twitter Terms of Service (<https://twitter.com/tos/>) and Privacy Policy (<https://twitter.com/privacy>). Entrants may create an Instagram account at no cost by logging on to <http://instagram.com>. Creation of an Instagram account requires a contestant to agree to Instagram's Terms of Service and Privacy Policy, available at <http://instagram.com/about/legal/terms/> and <http://instagram.com/about/legal/privacy/>, respectively. Use of Facebook will be subject to that service provider's privacy policy and terms of use. The Facebook privacy policy is available at: <https://www.facebook.com/about/privacy>. This Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram, Twitter, or Facebook. Each entrant specifically agrees to release Instagram/Twitter/Facebook from any and all liability associated with this Promotion. Entrants may create a TikTok account at no cost by downloading the TikTok app. Use of TikTok will be subject to TikTok's privacy policy <https://www.tiktok.com/legal/privacy-policy?lang=en>, terms of service <https://www.tiktok.com/legal/terms-of-use?lang=en>, and community guidelines <https://www.tiktok.com/community-guidelines?lang=en>.

This Promotion is in no way sponsored, endorsed or administered by, or associated with, Twitter, Instagram, TikTok, or Facebook.

- C. Upload a Receipt (For Tier 2 or Tier 3 Prizes):** To receive Game Plays, eligible entrants may obtain either enter a free entry promo code (each a "Promo Code") or upload a receipt ("Receipt") during the Promotion Period via the following methods:
- i. **Make a Purchase:** During the Promotion Period, an entrant may purchase either one (1) single-bottle 5-hour ENERGY® product or any multi-pack 5-hour ENERGY® product from a participating retailer ("Qualifying Purchase"), while supplies last. After registering or logging-in the entrant must then follow the on-screen instructions to upload an image of the Qualifying Purchase Receipt. The entrant may then follow the on-screen instructions to play the instant win game and receive one (1) Game Play. Entrant will receive one (1) Game Play for a chance to win a Tier 2 prize if his/her Qualifying Purchase Receipt includes a single-bottle 5-hour ENERGY® product (regardless of the number of single bottles on a receipt, a receipt can be uploaded once, for one Game Play) or one (1) Game Play for a chance to win a Tier 3 prize if his/her Qualifying Purchase Receipt includes multi-pack 5-hour ENERGY® product. Each Qualifying Purchase receipt may only be used once. For clarity, if a single bottle and a multi-pack purchase are on the same receipt, the entrant will be entered for a chance to win a Tier 3 prize. Entrant will receive an on-screen Notification indicating whether he/she is a potential Instant Win Game prize winner. Each entrant who receives a winning Notification will be deemed a potential Instant Win Game prize winner subject to verification of the entrant's eligibility and compliance with these Official Rules, as determined by Sponsor in its sole discretion. An entrant is not a winner of any prize, even if the Notification should so indicate, unless and until entrant's eligibility and the potential winning Game Play have been verified and entrant has been notified that verification is complete. Sponsor will not accept screen shots or

other evidence of winning in lieu of its validation process. Any Game Play that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored. **A Qualifying Purchase Receipt must be dated during the Promotion Period to be valid. Any Game Play made using a Qualifying Purchase Receipt dated outside of the Promotion Period will be voided and not eligible to win a prize.** The file must be in .JPEG, .JPG, .PNG, or .GIF format (no PDFs will be accepted) and may not exceed 10 MB. An entrant may upload one (1) Receipt per day during the Promotion Period.

Prior to submitting the original register receipt, it is strongly recommended that entrants print and maintain the original or a photocopy for themselves of all materials submitted. ENTRANTS SHOULD NOT SHOW OR GIVE A RECEIPT TO ANY STORE EMPLOYEE.

ii. Without a Purchase:

iii. Mail-in Promo Code Request: To obtain a free Promo Code without making a purchase from January 15, 2021 through June 15, 2021, an entrant may legibly hand write his/her full name (no initials), complete street address (no P.O. Box), age, and valid e-mail address on a 3½" x 5" properly stamped postcard **and indicate which Tier he/she wants a Promo Code for (either Tier 2 or Tier 3)** and mail it to: The Official Sponsor of Getting Stuff Done Instant Win Game Promo Code Request, P.O. Box 251328, West Bloomfield, MI 48325. Requests sent in an envelope will not be accepted. Mail-in requests must be postmarked by June 15, 2021 and received by June 25, 2021. Administrator will send one (1) Promo Code per Mail-In Request by e-mail to the e-mail address provided on the request. There is a limit of one (1) Mail-in Request per day during the Promotion Period. Multiple mail-in requests with the same postmark date will be deemed one (1) request. Mail-in requests will not be returned and no further correspondence will be entered into. Mail-in requests must be original and hand-written. No mechanical reproductions are allowed.

iv. Online Promo Code Request: To obtain a free Promo Code without making a purchase from 12:00 AM ET on June 16, 2021 to 11:59:59 PM ET on June 30, 2021, an entrant may use the Promo Code: 9M6XX6LYRNWV for Tier 2 or Promo Code: ZVLLVRCRVFLL for Tier 3.

All Promo Codes and Receipts must be obtained during the Promotion Period.

During the Promotion Period, after an entrant has obtained a Promo Code, he/she must visit the Website, register or log-in and submit his/her Promo Code, after which he/she will receive one (1) Game Play. Entrant will play for the chance to win either a Tier 2 or Tier 3 prize based on what entrant requested on his/her Mail-In Request or based on which free Promo Code entrant uses. Entrant will receive an on-screen Notification indicating whether he/she is a potential Instant Win Game prize winner. Each entrant who receives a winning Notification will be deemed a potential Instant Win Game prize winner subject to verification of the entrant's eligibility and compliance with these Official Rules, as determined by Sponsor in its sole discretion. An entrant is not a winner of any prize, even if the

Notification should so indicate, unless and until entrant's eligibility and the potential winning Game Play have been verified and entrant has been notified that verification is complete. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any Game Play that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored. Limit: One (1) Promo Code entry per day during the Promotion Period.

LIMIT: A entrant may only receive two (2) Game Plays per day, one (1) by entering a Code, and one (1) by either uploading a Receipt or submitting a Promo Code. An entrant may only receive one (1) Game Play for completing each Quiz, up to five (5) total Game Plays during the Promotion Period. There are five (5) different Quizzes that will be released at different times during the Promotion Period. When an entrant completes one (1) Quiz he/she will receive a Game Play, for a total of five (5) Quizzes and Game Plays During the Promotion Period. A "day" is defined as starting at 12:00 AM ET and ending at 11:59:59 PM ET on each calendar day during the Promotion Period, except on February 1, 2021, when the day will start at 12:00 noon ET and end at 11:59:59 PM ET. In the event that a household enters the Promotion using more than five (5) unique e-mail addresses, all of the Game Plays associated with that household (determined by Sponsor or Administrator in their sole discretion) may be disqualified. If it is discovered or suspected, in Sponsor's sole discretion, that an entrant plays or attempts to play more than the stated limit, all of that entrant's Game Plays, in Sponsor's sole discretion, may be declared null and void and any prize(s) he/she might have been entitled to will not be awarded to him/her.

4. PRIZES, ODDS OF WINNING, AND APPROXIMATE RETAIL VALUE ("ARV"):

A. Prizes: There will be three thousand three hundred fifty (3,350) total prizes available during the Promotion Period, three thousand one hundred (100) prizes for Prize Pool 1, two hundred (200) for Prize Pool 2, and fifty (50) prizes for Prize Pool 3 as set forth below:

Prize Pool	Quantity	Prize Description	ARV (each)
1	3,100	\$10	\$10
2	200	\$100	\$100
3	50	\$1,000	\$1,000

B. Total ARV: The total ARV of all available prizes in the Promotion is \$101,000.

C. Odds of Winning/Limit: The odds of winning a prize depend on when the entrant completes a Game Play for the Prize Pool he/she is playing for. Prizes will be made available at random times throughout the Promotion Period for each Prize Pool. To be a potential winner of a prize, an entrant's Game Play must have occurred either at the exact randomly predetermined winning time as determined by Sponsor and/or Administrator. If a Game Play does not occur at the exact randomly predetermined winning time, then the next entrant's Game Play to occur after that time will be deemed a potential prize winner for the respective Prize Pool. The number of prizes available to be won for each Prize Pool will decrease during the Promotion Period as prizes are awarded and claimed. There is a limit of five (5) prizes per person during the Promotion Period.

D. Prize Details and Restrictions: The right to receive a prize is non-assignable, non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize or force majeure, at Sponsor's sole and absolute discretion.

Promotion Entities shall not be held responsible for any delays in awarding the prize for any reason.

- E. General:** In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the potential winners. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more Prizes are claimed than are intended to be awarded according to these Official Rules, the intended number of Prizes will be awarded in a random drawing from among all verified Prize claims received for that Prize. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded

If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of winners in a manner it deems fair and reasonable including the selection of winners from among eligible Game Plays received prior to such cancellation, termination, modification or suspension.

- 5. HOW TO CLAIM A PRIZE:** All entrants who receive a winning Notification are subject to verification of eligibility and compliance with these Official Rules. Each potential winner of a prize with an ARV of \$600 or more will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents within five (5) calendar days from the date of attempted notification or the prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor's sole and absolute discretion. If any potential winner is disqualified, determined to be ineligible or found not to be in compliance with these Official Rules, or, if any prize is unclaimed, the prize will be forfeited and, that prize will not be awarded. Each potential winner will receive an Instant Win Notification on screen and via e-mail, after the completion of a winning Game Play. If a prize is forfeited, the prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible non-winning Game Plays, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded. Prizes will be emailed to verified winners at the email address provided at the time of registration within approximately twenty-four (24) hours from the end of the Promotion. Any portion of a prize not accepted by winner will be forfeited. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for his/her prize won. Sponsor will issue an IRS Form 1099-MISC for each winner of a prize with an ARV of \$600 or more. All other costs and expenses not expressly set forth herein shall be solely each winner's responsibility. The prizes will only be awarded to a verified winner.

Sponsor will attempt to notify each potential winner as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Promotion e-mail, including any winner notification e-mail, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded.

- 6. LIMITATION OF LIABILITY:** By participating in the Promotion, entrants agree that the Promotion Entities, and their respective parent companies, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations,

promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents ("Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable e-mail notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/Website/use net accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any Website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Promotion and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Website or any Promotion-related website(s). The Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Promotion and/or accepting or using a Prize. The Released Parties shall not be responsible or liable for Game Plays that are entered by any automated computer, program, mechanism or device, for any Game Plays in excess of the stated limit or for Game Plays that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such Game Plays may, in Sponsor's sole discretion, be disqualified.

If, for any reason, the Promotion is not capable of running as planned, Administrator reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Promotion and/or proceed with the Promotion, including the selection of winners in a manner it deems fair and reasonable including the selection of the winners from among eligible Game Plays received prior to such cancellation, termination, modification or suspension. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more Prizes are claimed than are intended to be awarded according to these Official Rules, the intended Prizes will be awarded in a random drawing from among all verified Prize claims received. This Promotion is subject to all federal, state, and local laws and regulations.

By entering the Promotion, each entrant agrees: (i) to waive any rights to claim ambiguity with respect to these Official Rules; (ii) to waive all of his or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Promotion, including but not limited to any Promotion-related activity or element thereof, and the entrant's Game Plays, participation or inability to participate in the Promotion, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Promotion materials, (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof), (e) any change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including but not

limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation or modification of the Promotion, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any Game Play (including, without limitation, the registration information or any parts thereof), (i) any technical malfunctions or unavailability of the Website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant, (j) interruption or inability to access the Promotion, the Website or any other Promotion-related websites or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to entrant's (or any third person's) equipment used to access the Promotion and/or its contents related to or resulting from any part of the Promotion, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged Game Plays, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (o) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof), or (p) the negligence or willful misconduct by entrant.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE WEBSITE AND PRIZE COMPONENTS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

- 7. DISPUTES: THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS**

AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROMOTION PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

Further, entrants hereby waive all rights, to: (i) claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of-pocket costs; and (ii) have damages multiplied or otherwise increased. Entrants agree that the rights and obligations of any entrant and/or Promotion Entities and/or any other party shall be resolved individually, without resort to any form of class action.

- 8. PRIVACY:** Sponsor's privacy policy is available at <https://5hourenergy.com/privacy-policy/>.
- 9. PUBLICITY RIGHTS:** By participating in the Promotion and/or accepting a prize, each entrant agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use his or her name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, worldwide, including but not limited to on the World Wide Web, social media platforms (i.e. Facebook, Twitter, Instagram, TikTok), Youtube, blogs and Internet, without notice, review or approval and without additional compensation or royalties except where prohibited by law.
- 10. GENERAL:** Any attempted form of participation in this Promotion other than as described herein is void. In the event of a dispute as to the identity of a winner, the winning Game Play will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such Game Play. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Administrator reserves the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Promotion, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Promotion. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same.
CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the Prize documents will not affect the validity or enforceability of any other provision. Administrator's interpretation of these Official Rules is final and binding in all matters related to the Promotion. Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All Game Plays and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict

with any Promotion details contained in these Official Rules and Promotion details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall prevail. 5-hour ENERGY® is a registered trademark.

11. WINNERS LIST: For a list of winners, interested individuals should mail a self-addressed stamped business envelope to: Winners List, - The Official Sponsor of Getting Stuff Done Instant Win Game, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received no later than August 30, 2021.

Customer services inquiries can be made at [Contact Us](#).

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