

ONNIT ALPHA BRAIN CVS SWEEPSTAKES OFFICIAL RULES

What Can I Win? Grand Prize: "A year's supply of Alpha Brain" (12 x Alpha Brain 90ct)

Total value of Grand Prize is \$960 (USD).

Who Can Enter?

1. Eligibility: The "Onnit Alpha Brain CVS Sweepstakes" (the "Sweepstakes") is open only to individuals who are legal residents of, and physically located within the 50 United States, the District of Columbia, and Canada, who are at least 18 years of age, or the age of majority in his/her jurisdiction of residence, whichever is older, as of date of entry. ("Participant"). Participants may not be members of any guild, union, or other organization that may prohibit them from participating in this Sweepstakes or that would restrict, require due payment, or otherwise have the right to oppose such Participant's participation in this Sweepstakes. Employees, contractors, members, and agents of Onnit, CVS and members of their immediate family (including spouses, parents, siblings, children and their respective spouses) and persons living in the same household with any such Participant are ineligible. Participants are only permitted one entry, per person, per platform (Facebook, Instagram, and Twitter). In order to be eligible, Participant must follow these Rules, including the Entry requirements. Creating more than one account in order to enter multiple times will result in ineligibility. Failure to comply with these Rules will also result in ineligibility of Participant. This Sweepstakes is void where prohibited or restricted by law.

2. Sponsors: This Sweepstakes is sponsored by Onnit Labs, Inc. located at 4401 Friedrich Ln., #302, Austin, TX 78744 ("Sponsor"). These Sweepstakes are in no way sponsored, endorsed, or administered by, or associated with Facebook, Instagram, or Twitter. Participant completely releases Facebook, Instagram and Twitter from any and all liability related to this Sweepstakes.

3. Entry: The Sweepstakes period begins at 12:01 am CT on August 22, 2018 and ends at 11:59 pm CT on October 31, 2018 (the "Sweepstakes Period"). To enter the Sweepstakes, a Participant must:

- Go to a participating CVS location (full list of participating locations can be found here [\[www.onnit.com/CVS\]](http://www.onnit.com/CVS).)
- Take a picture of yourself with Alpha Brain (30ct or Alpha Brain Instant)
- Post the image to Instagram/Facebook/Twitter tagging @onnit @cvspharmacy and use the hashtag #getonnit. Instagram and Facebook stories will not be considered entries.

4. Winner Selection: For the Grand Prize, one winner will be selected at random from all eligible Participants during the Sweepstakes Period (the "Winner"). The one Winner may be chosen from any of the platforms (Facebook, Instagram, or Twitter). The Winner will be notified by direct message, and must reply within 48 hours of receiving such direct message. If the Winner

does not reply within 48 hours of notice, a new Winner may be chosen. In the event that a Winner is determined to be ineligible or withdraws from the Sweepstakes, Sponsor reserves the right to select another Participant, suspend, extend, or cancel the Sweepstakes. No transfer, substitution, or cash equivalent for any prizes will be permitted, except as allowed by these Official Rules or at the sole discretion of the Sponsor. Sponsor reserves the right to substitute prizes of equal or lesser value.

5. Prizes: Subject to Participant's full compliance with these Rules, the selected Winner will receive: The Grand Prize of "A year's worth of Alpha Brain": 12 bottles of 90 count Alpha Brain Capsules.

6. Additional Requirements. The selected Winner agrees to sign any documentation requested by Sponsor, including, without limitation, an Affidavit of Eligibility, a Release of Liability, or a Prize Acceptance Form upon presentation of said form(s) by Sponsor. If any document is returned to Sponsor as undeliverable or if Sponsor does not receive a response from any Winner within five (5) business days of attempted notification, such Winner may be disqualified and the prize will be awarded to an alternate Winner. Should the Winner be unable or unwilling to fulfill the obligations outlined in these Rules, a substitute Winner will be named.

7. Participant Agreement and Release of Liability: Participant hereby takes action for themselves, their executors, administrators, agents, representatives, spouse, children, heirs, next of kin, successors, and assigns, and acknowledges and agrees as follows: (a) to be bound by the Official Rules and decisions of Sponsor in any way related to the Sweepstakes; (b) that participation in the Sweepstakes is voluntary; (c) Participant is not a minor; (d) Participant is of sound mind and body and has not been advised otherwise by qualified medical person; (e) Participant possesses all rights (including all intellectual property rights) and faculties necessary to execute, deliver, and perform this agreement; (f) that Participant meets all eligibility requirements as set forth in these Official Rules, which Participant represents they have read, understand, and agree to; (g) that all photographs Participant submits for the Sweepstakes depict only Participant, are not digitally enhanced or altered as described in Section 4, are owned by Participant, and do not require the consent of any other third party rights holder before use; (h) Participant is fully aware and assumes the risk of illness, accidents, injury, death, personal injury, bodily harm, emotional stress, psychological harm, property damage, and all dangers potentially arising from or in connection with participation in the Sweepstakes; and (i) Participant's participation in the Sweepstakes does not violate any agreements between Participant and any third party. NOTWITHSTANDING ANY PROVISION OF THESE SWEEPSTAKES RULES TO THE CONTRARY, SPONSOR SHALL NOT BE LIABLE TO PARTICIPANT OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS), EVEN IF PARTICIPANT HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

8. Warranties and General Disclaimer. Sponsor does not make any warranty, representation, or guarantee, express or implied, in fact or in law, relative to this Sweepstakes, the use of any Prize, or any component of the Prize or the Sweepstakes, including, without limitation, quality, merchantability, non-infringement, and/or fitness for a particular purpose. Sponsor is not responsible for 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 Participant's or any other person's computer relating to or resulting from participation in this Sweepstakes; inability to access the entry 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.

9. General Release. By participating, each Participant releases and agrees to indemnify, defend, release and hold harmless Onnit, its affiliates, subsidiaries, directors, officers, shareholders, employees, and agents from and against any and all costs, claims, liabilities, losses, damages, or other injuries to Participant or any of Participant's property due in whole or in part to Participant's participation in this Sweepstakes, arising out of or relating to the receipt, use, or misuse of any Prize, or arising out of or in connection with any component of the Prize or this Sweepstakes.

10. Other Terms. Proof of entering information on website is not considered proof of delivery or receipt. All dates set forth in these Rules are approximate. Sponsor reserves the right to terminate, withdraw, or amend the Sweepstakes and these Official Rules for any reason and at any time. The invalidity or unenforceability of any provision of these Rules shall not affect the validity and 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 its terms as if the invalid or illegal provision were not contained herein.

11. Language: The official version of these Rules is the English language version. In the event of contradictions or discrepancies between different language versions of these Rules, the English language version takes precedent. Participants must submit all materials and information in English. Sponsor is not responsible for translation of any submissions or information provided in another language. Failure to submit required information in English may result in disqualification.

12. Personal Information: Any personal information that Participants and Winners submit in connection with the Sweepstakes will be collected and used by the Sponsor and its authorized agents to administer the Sweepstakes and to award prizes. Participant's personal information may also be used to send additional information about Sponsor, affiliates, and licensees, and each of their respective products and programs in accordance with applicable laws. Except as

set forth herein, Participant's personal information will not be used for any other purpose and will not be shared with anyone else unless required by law.

13. Governing Law; Jurisdiction: This Sweepstakes will be governed by and construed in accordance with the laws of the United States and the State of Texas without regard to conflict of law principles. Any controversy arising under, in connection with or in any way relating to this Sweepstakes shall be adjudicated before a state or federal court of competent jurisdiction located in Austin, TX, U.S.A. Participant: (i) accepts, generally and unconditionally, the exclusive jurisdiction of such court and any related appellate court, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Sweepstakes, and (ii) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action, or proceeding brought in such a court or that such court is an inconvenient forum. Any claim must be filed within one year of the time the cause of action occurred or the cause of action or other claim shall be forever barred.