

BADGER WELL-BEING CHALLENGE INCENTIVE PROGRAM

OFFICIAL RULES

THERE IS NO COST TO PARTICIPATE IN THE BADGER WELL-BEING CHALLENGE. SEE BELOW FOR OFFICIAL RULES REGARDING PARTICIPATION ELIGIBILITY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. FAILURE TO ABIDE BY THESE OFFICIAL RULES WILL VOID AN ENTRANT'S ENTRY INTO THE PROGRAM. VOID WHERE PROHIBITED.

The Badger Well-being Challenge Incentive Program (the "**Program**") is sponsored by Healthy Minds Innovations, Inc. ("**Sponsor**"), 625 W Washington Avenue, Madison, Wisconsin 53703 (the "**Program Address**").

- 1. ELIGIBILITY:** Those who are eligible in accordance with these Official Rules may participate in the Program. Participation in any part of the Program constitutes each entrant's full and unconditional agreement to and acceptance of these Official Rules. This Program is limited to individuals who are: (1) freshmen or sophomores enrolled at the University of Wisconsin-Madison as of the start of the Fall 2021 semester; (2) legal residents of the United States or the District of Columbia; (3) at least eighteen (18) years old at the time of entry; (4) did not make any purchase or payment for the purpose of entering this Program; and (5) have completed the Initial Assessment and the Improvement Assessment conducted by Sponsor during the Entry Period. Any employee, officer or director of Sponsor, its affiliates, subsidiaries, advertising and promotional agencies or an immediate family member of or household resident with such persons are not eligible. As used in these Official Rules, "immediate family member" means spouse, domestic partner, parent, step-parent, child, step-child, sibling, step-sibling, grandparent, and any spouse, domestic partner or "step" of such person, regardless of where they reside. Entrants agree to be bound by these Official Rules and the decisions of Sponsor with respect to the Program, which shall be final and binding.
- 2. ENTRY PERIOD:** The Program begins at 9am Central Time ("**CT**") on September 1, 2021 and ends at 11:59pm CT on 10/31/2021 (the "**Entry Period**"). Sponsor's designated computer is the official time clock for this Program. Proof of transmission (screenshots or captures, etc.) does not constitute proof of receipt.
- 3. HOW TO ENTER; ENTRIES:** Eligible participants who have completed Sponsor's assessment on overall well-being ("**Initial Assessment**") and assessment on well-being improvements ("**Improvement Assessment**") during the Entry Period are automatically entered. Limit one (1) entry per eligible participant.
- 4. PRIZES; ODDS:** After applicable verification and subject to compliance with these Official Rules, twenty (20) selected entrants from the random drawing in this Program will receive the following prize: \$50 Amazon E-Gift Card. The total value of all prizes is \$1,000. Odds of winning a prize depends on the total number of entries received during the Entry Period.

No exchange, assignment, transfer, or substitution of prizes permitted except where required by law. Prizes are non-refundable, not convertible to cash, and cannot be replaced if lost or stolen. If any prize becomes unavailable or cannot be awarded for any reason, Sponsor may substitute a prize of equal or greater value, including, without limitation, a cash award. Taxes and duties on the prize and

expenses related to acceptance, delivery, and use of the prize, are the sole responsibility of the prize winner. Prize will be sent within two weeks after winner confirmation, as described below.

- 5. WINNER SELECTION AND NOTIFICATION:** Twenty entries will be selected in a random drawing conducted on or about November 3, 2021 at the Program Address at approximately 12pm CT. Sponsor will attempt to notify the selected entrants within one week of the drawing. To be confirmed a winner, the selected entrant must respond to the prize notification and complete Sponsor's Affidavit of Eligibility and Liability and Publicity Release (the "**Release**") within two weeks of attempted notification. If a selected entrant is unable to be confirmed as a winner as above, his/her opportunity to receive a prize may be forfeited and awarded to an alternate entrant. The process will be repeated for each prize to be awarded until such time as a selected entrant completes and returns to Sponsor the Release within 30 days of attempted notification and is otherwise confirmed a winner as above. Except where prohibited by law, each prize winner further grants to Sponsor the right to use the prize winner's name, photograph, voice, likeness, and city of residence for purposes of advertising or promoting and publicizing the efforts and activities of Sponsor and the Program without further consideration and to release his or her name to persons requesting the names of the winners in the Program. Non-compliance or the return of any prize notification as undeliverable may result in disqualification and selection of an alternate winner.
- 6. NAME OF WINNER:** For the names of prize winners, available after determination of the prize winners and before May 1, 2022 send a self-addressed stamped envelope (except where specifically not required by applicable law to: Program Winner's List at the Program Address.
- 7. PRIVACY:** All information submitted as part of this Program will be treated in accordance with Sponsor's [Privacy Policy](#). By submitting information in connection with any portion of the Program, each participant agrees to receive promotional materials from the Sponsor. Participants may opt-out from receiving Sponsor's promotional materials in accordance with Sponsor's Privacy Policy.
- 8. RELEASE AND LIMITATIONS OF LIABILITY:** BY PARTICIPATING IN THE PROGRAM, PARTICIPANTS AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, ITS AFFILIATES, SUBSIDIARIES, ADVERTISING, AND PROMOTIONAL AGENCIES, AND THOSE INVOLVED IN THE PLANNING AND EXECUTION OF THE PROGRAM AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY, THE "**PROGRAM PARTIES**") FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF PARTICIPATION IN THE PROGRAM OR RECEIPT OR USE OF ANY PRIZE, INCLUDING PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH. EACH PARTICIPANT FURTHER AGREES THAT IN ANY CAUSE OF ACTION, THE PROGRAM PARTIES' LIABILITY WILL BE LIMITED TO THE COST OF PARTICIPATING IN THE PROGRAM, AND IN NO EVENT SHALL THE PROGRAM PARTIES BE LIABLE FOR ATTORNEYS' FEES, PUNITIVE, CONSEQUENTIAL, DIRECT OR INDIRECT DAMAGES AND EACH PARTICIPANT WAIVES THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER. THE WINNER OF ANY PRIZE SHALL BEAR ALL RISK OF LOSS OR DAMAGE TO THE PRIZE OR ANY PRIZE ELEMENTS AFTER IT HAS BEEN DELIVERED OR MADE AVAILABLE.
- 9. DISPUTES:** Except where prohibited, participants agree that: (1) to the extent permitted by applicable law, any and all disputes, claims, and causes of action arising out of or connected with this Program or any prize awarded shall be resolved individually, without any form of class action, and exclusively by the United States District Court encompassing Madison, Wisconsin or the appropriate State Court of the State of Wisconsin encompassing Madison, Wisconsin; (2) any and all claims, judgments, and

awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Program, but in no event attorneys' fees; and (3) under no circumstances will participants be permitted to obtain awards for, and participants hereby waive all rights to claim, indirect, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of Wisconsin without giving effect to any choice of law or conflict of law rules (whether of the State of Wisconsin or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Wisconsin.

10. CONDUCT: By entering into this Program, entrants agree to be bound by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right at its sole discretion to disqualify any individual suspected of tampering with the entry process or the operation of the Program, or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules, or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive with respect to the Program. CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE ASSOCIATED WITH THE PROGRAM OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

11. GENERAL: Sponsor assumes no responsibility for any computer, software, online, Internet, or technological malfunctions or for lost, late, stolen, incomplete, illegible, inaccurate, undelivered, delayed, mutilated, or misdirected mail, correspondence, requests, claims, or other errors or problems in connection with or relating to the Program. If for any reason the Program is not capable of being conducted as contemplated in these Official Rules, including if due to tampering or technical failures which compromise the administration or integrity of the Program, Sponsor, in its sole discretion, reserves the right to terminate or modify the Program. All entries become the property of the Sponsor and none will be returned. The Program is not sponsored, endorsed, or associated with Amazon or the University of Wisconsin-Madison.

For additional copies of the official Rules, please send a self-addressed stamped envelope (except where not required by law) by first class mail to: Official Rules at the Program Address. Requests must be received by 10/31/2021.