

## The Asante Move to Wellness Gift Card Giveaway 2023

Sponsored by Asante, 2596 E Barnett Road, Suite A, Medford, OR 97504

### NO PURCHASE REQUIRED TO ENTER TO WIN

1. **ELIGIBILITY:** The Asante Move to Wellness Gift Card Giveaway (the “Giveaway”) is open to legal residents of Oregon and California, who are age eighteen (18) or older at the time of entry (“Entrant”). The Giveaway is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law. The Giveaway is governed exclusively by the laws of the United States.
2. **AGREEMENT TO OFFICIAL RULES:** By participating in the Giveaway, Entrant fully and unconditionally agrees to and accepts these official rules and regulations (the “Official Rules”) and the decisions of the Sponsors, which are final and binding in all matters related to the Giveaway.
3. **ENTRY PERIOD:** There are three (3) entry periods for three (3) separate drawings:
  - a. Giveaway 1: Begins Monday, June 19, 2023, at 1:00PM PST and ends on Friday, June 30, 2023, at 12:00PM PST (the “Entry Period”).
  - b. Giveaway 2: Begins Monday, July 17, 2023, at 1:00PM PST and ends on Friday, July 28, 2023, at 12:00PM PST (the “Entry Period”).
  - c. Giveaway 3: Begins Monday, August 14, 2023, at 1:00PM PST and ends on Friday, August 25, 2023, at 12:00PM PST (the “Entry Period”).
4. **TO ENTER:** You may enter the Giveaway online during the Entry Period. Entrant must perform a specific action on a public social media account to be entered to win, including one or more of the following:
  - a. **Twitter and Instagram:** For entry via these platforms, post a photograph to your personal account showcasing your activity, progress or a relevant location. Caption your image with a concise description of the same, ensuring to incorporate the hashtag #AsanteMoveToWellness. Please confirm that your posts are set to 'public' to enable us to view your submission.
  - b. **Facebook :** To enter through Facebook, you are required to post a photo from your personal account in the comments section of the specified post on @AsanteHealth. This image should showcase your activity, progress or a relevant location. Caption your image with a concise description of the same, ensuring to incorporate the hashtag #AsanteMoveToWellness. Please confirm that your posts are set to 'public' to enable us to view your submission.

Our Giveaway comprises of three unique monthly drawings, each of which will yield three winners. Participants are limited to winning once per drawing. However, winning or losing in a given month does not disqualify you from participating in and potentially winning subsequent drawings.

5. The entry period for each drawing spans two separate weeks. Each participant has the opportunity to submit one entry per week, thus enabling a maximum of two entries per drawing. Winners will be determined randomly to ensure fairness and impartiality. No purchase necessary.

Entrants must provide all information requested to be eligible to win. Incomplete, unreadable or unintelligible entries will be disqualified. All email entries must be received during the Entry Period.

No mechanically reproduced mail-in entries are allowed and any use of robotic, automatic, programmed or the like entry methods will void all such entries by such methods.

Maximum of two entries per Prize (as defined as below) is permitted, unless otherwise specified. All entries must be received by the close of the Entry Period. Entrant may not use any other device or artifice, to enter more than once on each social media account during the Entry Period using multiple identities. Entrants submitting multiple entries or violating any of these Official Rules may be disqualified and forfeit any and all Prizes won, at Sponsors' discretion. Sponsors reserve the right to disqualify any entry that violates these terms and conditions or is deemed inappropriate or offensive.

Entrants are required to comply with all respective social media platform rules and regulations when posting on social media platforms and are prohibited from spamming or creating fraudulent or multiple accounts. By posting on social media platforms, Entrant agrees to release and hold harmless the applicable social media platform, its parent companies, subsidiaries affiliates and related companies, and each of its officers, directors, employees and agents (collectively "Social Media Released Parties") from and against any and all liability. The social media platforms and the Social Media Released Parties are in no way connected to or affiliated with Giveaway or Sponsors.

6. **SELECTION OF WINNER(S):** Each of the three (3) drawing, three (3) randomly selected respondents meeting the requirements of the Official Rules, will receive a \$100 digital gift card to REI. Winner(s) will be notified by 12:00PM PST on social media, on the Monday following the conclusion of each drawing. Winner(s) will be notified publicly on Asante's social media page and on the comment or post of the entry. Sponsors are not liable for any changes to winners' accounts that might prevent them from receiving their notification. Odds of winning depends on the total number of qualifying participants entered into the Giveaway.
7. **NOTIFICATION OF WINNERS:** Winners will be notified publicly on social media within seven (7) business days following the end of the Entry Period specified by Sponsors. Prize will be forfeited if a selected winner cannot be contacted, is ineligible, fails to claim all or a portion of a prize. In the event of a prize forfeiture, an alternate winner will be selected from remaining valid and eligible entries that were timely submitted. In the event of a dispute regarding who submitted an entry, the entry will be deemed submitted by the authorized account holder of the social media account specified in the entry. "Authorized account holder" is defined as the natural person who is assigned to a social media account, who's identify is verifiable by government issued ID.
8. **PRIZE(S):** Nine (9) winners will receive one (1) of the following prize offerings (the "Prize"):
  - a. \$100 digital gift card – REI

Total Actual Retail Value (ARV) of Prize: \$100 for each Winner and \$900 total for all 9 Winners.

Sponsors reserve the right to substitute a Prize of equal or greater value in the event the original Prize is unavailable. No substitution or transfer of Prize is permitted except as provided herein. Prizes are not redeemable for cash.

**Gift Cards.** The value of any Prize gift card is less any applicable activation, transaction or maintenance fees and subject to the fees, terms, conditions and restrictions of the issuer, which may or may not be disclosed on the gift card. Sponsors are not responsible if any gift card(s) are lost, stolen, destroyed, unused, expired, forfeited or used without permission; it will not be replaced.

9. **PRIVACY POLICY:** Any personal information supplied by you to Asante will be subject to Asante's privacy policies. Notwithstanding the foregoing, and to the extent applicable, by entering the Giveaway and by opting in, (using a hash tag on Twitter or Instagram with image and text or commenting the qualifying Facebook post on @AsanteHealth) you grant Asante permission to publish comments, images and usernames. Accordingly, your personal data, outside of what is freely available on social media, will not be published or shared in accordance with Sponsors' Privacy Policies.
10. Entry into the Giveaway constitutes consent to use any information provided by Entrant for editorial and publishing purposes across. Entrant releases and holds harmless the social media Released Parties and Released Parties for any liability, claims and causes of action based on violation of the Sponsors' Privacy Policies **GENERAL RULES:**

The Marketing Department of Sponsors, their immediate family members and persons living in their same household, are not eligible to participate in the Giveaway. Participation in the Giveaway constitutes Entrants full and unconditional agreement to and acceptance of these Official Rules.

#### **VOID WHERE PROHIBITED**

By entering, Entrant agrees to be bound by these Official Rules. The Giveaway is offered by Sponsors, which are not responsible for late, lost, delayed, damaged, incomplete, illegible, or misdirected entries, responses, or other correspondence.

By participating, Entrants and winners, as applicable, release Sponsors, their parent organizations, affiliates, directors, officers, employees, sponsors, and agents, including advertising and Giveaway agencies (collectively, the "Sponsors Released Parties"), from any and all liability with respect to the Giveaway or the acceptance, possession or use of any Prize. Entrants and winners further release the Sponsors Related Parties without limitation from any liability, damages or causes of action resulting from: (i) any condition caused by events beyond the Sponsors Released Parties' control that may cause the Giveaway to be disrupted or corrupted; (ii) any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from receipt, acceptance, possession, misuse or use of a prize or participation in any promotion related activity or participation in this Giveaway; and (iii) any printing or typographical errors in any materials associated with the Giveaway. Sponsors' decisions in all respects relative to the Giveaway are final. Sponsors reserve the right, in their sole discretion, to cancel, modify or suspend the Giveaway in whole or in part,

at any time without prior notice. Sponsors reserve the right to disqualify any winner, as determined by Sponsors in their sole discretion. Void where prohibited restricted bylaw. All federal, state, provincial and local regulations apply.

**No Liability.** By participating, Entrants and Prize winners agree to release, discharge, indemnify and hold harmless the Sponsors Release Parties from an against any claims made by any Entrant, Prize winner, or any other third parties, related in any way to the operation of this Giveaway as well as any other claims, damages or liability due to injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly from receipt, acceptance, possession, misuse or use of a prize or participation in any promotion related activity or participation in this Giveaway. Released Parties are not responsible if Giveaways cannot take place or if Prize cannot be awarded due to travel cancellations, postponements, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

Sponsors' failure to enforce any term of these rules shall not constitute a waiver of that provision. Winner acknowledges that the Sponsors Released Parties have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any Prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Any and all warranties or guarantees on a Prize (if any) are subject to the respective manufacturers' terms, and Winner agrees to look solely to such manufacturers for any such warranty and/or guarantee.

CAUTION: ANY ATTEMPT BY ANY ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR TAMPER WITH OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH ENTRANT(S) TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING CRIMINAL PROSECUTION.

**Disputes and Jurisdiction.** Disputes arising from this Giveaway, or any matter arising therefrom, whether direct or indirect, will be determined according to the laws of the State of Oregon, without reference to its conflict of laws principles. Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Giveaway shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Giveaway, shall be resolved exclusively by the United States District Court of Oregon or the appropriate Oregon State Court; and (iii) under no circumstances will Entrants be entitled to, and Entrants hereby waive all rights to claim, any punitive, incidental and consequential damages and any and all rights to have damages multiplied or otherwise increased; SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules and Regulations, or the rights and obligations of the Entrants or the Sponsors in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Oregon, without giving effect to any choice of law or conflict of law rules (whether of the State of Oregon or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Oregon.