

# Official Sweepstakes Rules

Last Updated: April 15, 2022

**NO PURCHASE OR PAYMENT OF ANY MONEY IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE THE CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW OR WHERE REGISTRATION OR BONDING REQUIRED. THIS SWEEPSTAKES IS SUBJECT TO ALL FEDERAL, STATE AND LOCAL LAWS.**

1. **SPONSOR:** Solv Health, Inc. dba Solv located at 1423 Broadway, Suite 213 Oakland, CA 94612 ("**Sponsor**").
2. **AGREEMENT TO OFFICIAL RULES:** By participating in the Sweepstakes (as defined below), you expressly agree to (i) be bound by these official rules ("**Official Rules**") and the decisions of the Sponsor, including without limitation decisions regarding eligibility, winner, and the interpretation of terms used in these Official Rules, which are final and binding in all aspects, and (ii) receive marketing communications regarding Sponsor's products, services, and events.
3. **ENTRY PERIOD:** The Solv Survey Sweepstakes ("**Sweepstakes**") sponsored by Sponsor begins on April 1 at 12:01 Pacific Time ("**PT**") and ends on April 20, 2021 at 11:59 PT ("**Entry Period**"). Sponsor's computer will be the official clock for the Sweepstakes. All entries must be received (as defined below) during the Entry Period to be eligible to enter the Sweepstakes or win a prize.
4. **ELIGIBILITY:** The Sweepstakes is open to individuals ("**Entrant**" or "**you**") that (i) are 18 years of age or older or who have reached the age of majority in their jurisdiction of residence as of the date of entry; and (ii) are legal residents of the 50 United States (including the District of Columbia) (collectively "**Eligibility Area**"). Employees, contractors, consultants, officers, directors, and agents (and their immediate families and household members regardless of where they live), or members of the same households, whether related or not, of Sponsor, its parents, divisions, subsidiaries, agents, promotional partners, advertising/promotion agencies, and prize suppliers and deliverers ("**Sweepstakes Entities**") are not eligible to participate in the Sweepstakes or win any prize. Failure to meet the eligibility requirements will result in an entry being invalid and forfeiture of any prize. Individuals outside of the Eligibility Area are not eligible to participate or win a prize. Sponsor reserves the right to disqualify any Entrant that Sponsor determines could potentially reflect negatively on Sponsor's image. Sponsor's decisions regarding eligibility and all other aspects of the Sweepstakes are final and binding subject to applicable laws.
5. **PRIVACY:** Sponsor collects personal information from you when you enter the Sweepstakes. The information collected is subject to Sponsor's privacy policy (as may be amended from time to time), which can be found at <https://www.solvhealth.com/privacy> ("**Privacy Policy**"). In the event of any conflict between these Official Rules and Sponsor's Privacy Policy, the terms and conditions of these Official Rules shall prevail. The personal information of Winner may be provided to corporate affiliates of the Sponsor, third parties assisting in the conduct of the Sweepstakes, including with Sweepstakes Entities, and for publicity purposes surrounding the Sweepstakes. If the personal information requested is not provided, you may not participate in the Sweepstakes. By participating in the Sweepstakes, you hereby agree to Sponsor's collection and usage of your personal information as described and in accordance with the Privacy Policy and acknowledge that you have read and accepted the Privacy Policy.
6. **HOW TO ENTER:** To enter the Sweepstakes, Entrant must either:  
(i) click through the survey URL; (ii) answer all the mandatory survey questions, (iii) complete the required details; and (iv) submit the survey; or  
send an email with "Enter me in the Survey Sweepstakes" with Entrant's name, email address, and phone number to: [giftcard@solvhealth.com](mailto:giftcard@solvhealth.com)

Maximum of one (1) entry per person regardless of entry method. In the event of a dispute as to the identity of a potential winner based on an e-mail address, the winning entry will be declared made by the authorized account holder of the e-mail address submitted at time of entry. "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, the platform, or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses. In the event of ongoing dispute, Sponsor has the right to determine the identity of Entrants in its sole discretion.

7. **PRIZE DETAILS:** The prizes described below will be distributed after completion of the Entry Period and after determination of Winner by Sponsor ("**Prizes**"). Prizes cannot be combined with other offers or discount codes. No substitution, assignment or transfer of Prizes is permitted, except by Sponsor, who has the right to substitute Prizes with others of comparable or greater value. Prize awarded is subject to third-party terms and conditions. Sponsor is not responsible for any errors or delays in the processing of Prizes.

Winner: 1 - \$200 Amazon gift card; Approximate retail value ("ARV"): \$200 ARV of all prizes: \$200

8. **PRIZE CONDITIONS:** Sponsor is not responsible for lost or stolen Prizes. Winner may be responsible for any costs and expenses not listed herein. Prizes may be reported as income to a winner and all federal, state, and local taxes, fees and surcharges and taxes on Prizes are the sole responsibility of the Prize

Winner. Please consult a tax professional to discuss your particular situation. Winner may be required to complete required tax forms or other documents requested within the time period stipulated by Sponsor. Sponsor reserves the right to amend or cancel the Sweepstakes for any reason, including if the fairness of the Sweepstakes is compromised. Proof of identity, age and/or legal residence may be required to claim a Prize. Failure to comply with any of the requirements set forth in the Official Rules may result in disqualification or forfeiture of a Prize. There is a limit of one (1) prize per Entrant.

9. **WINNER SELECTION AND ANNOUNCEMENT:** Sweepstakes winner is selected at random. Odds of winning depend on the number of people participating. Sponsor will randomly select the winner from among all eligible entries received during the Entry Period.

Winner is deemed to be a potential winner pending verification, including without limitation, verification of eligibility, compliance with the terms and conditions of the Sweepstakes, and completion of any required documents as determined by Sponsor, at Sponsor's sole discretion. Sponsor will not be liable for any potential Prize notification that is lost, intercepted, or not received by any potential winner for any reason. If a potential winner cannot be contacted within five (5) days after the first attempt to contact the winner, Sponsor may select an alternate potential winner from the remaining eligible entries.

In the event of a dispute as to the identity of Entrants or Winner, Sponsor shall make the final determination as to identity. You agree that, as between you and Sponsor, Sponsor has the sole right to decide all matters and disputes arising from the Sweepstakes and that all decisions of Sponsor related to the Sweepstakes are final and binding. Sponsor reserves the right to disqualify and prosecute to the fullest extent permitted by law any Entrant or winner who it suspects has tampered with the Sweepstakes, the entry or participation process, violated the Official Rules, or acted in an unsportsmanlike or disruptive manner.

10. **PUBLICITY RELEASE:** Each winner may be required to sign an affidavit of eligibility, liability release, and a publicity release that, among other things, will allow Sponsor to use the winner's name, photograph, likeness, voice, prize information, opinions, and biographical information for publicity and promotional purposes without further compensation where permitted by law. Except where prohibited, participation in the Sweepstakes constitutes your consent to Sponsor's use of your name, photograph, likeness, voice, prize information, opinions, and biographical information, for promotional purposes in any media without further payment or consideration.
11. **REPRESENTATION AND WARRANTIES AND CONDUCT:** BY ENTERING AND PARTICIPATING IN THIS SWEEPSTAKES, YOU REPRESENT AND WARRANT THAT: (I) ALL INFORMATION PROVIDED BY YOU IN CONNECTION WITH THE SWEEPSTAKES IS TRUE, ACCURATE, AND COMPLETE; (II) YOU HAVE FULL AUTHORITY TO GRANT THE RIGHTS SET FORTH IN THESE OFFICIAL RULES; AND (III) YOU AGREE TO COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS.

Any attempt by Entrant or any other individual to deliberately damage any internet site or undermine the legitimate operation of the Sweepstakes is a violation of these Official Rules and may violate criminal and civil laws. Should Sponsor believe or become aware that such an attempt has been, is being, or will be made, Sponsor reserves the right to seek remedies and damages from any responsible Entrant(s) and other responsible individual(s) in the attempted damage to the fullest extent permitted by law, including without limitation criminal prosecution.

12. **GENERAL RELEASE:** YOU HEREBY HOLD SPONSOR, SWEEPSTAKES ENTITIES, AND ANY APPLICABLE SOCIAL MEDIA PLATFORMS AND THEIR AFFILIATES, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, AND SHAREHOLDERS (COLLECTIVELY "**RELEASEES**") HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS, AND ACTIONS OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE SWEEPSTAKES, PARTICIPATION IN ANY SWEEPSTAKES RELATED ACTIVITY, OR RESULTING DIRECTLY OR INDIRECTLY FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE SWEEPSTAKES, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION AND/OR INVASION OF PRIVACY AND THE COLLECTION, USE AND/OR SHARING BY SPONSOR AND SWEEPSTAKES ENTITIES OF PERSONALLY IDENTIFIABLE INFORMATION OF ENTRANTS, OR FOR ANY PRINTING, PRODUCTION, TYPOGRAPHICAL OR HUMAN ERROR.

RELEASEES ASSUME NO RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, OR DELAY IN OPERATION OR TRANSMISSION OR ALTERATION OF ENTRIES. RELEASEES ARE NOT RESPONSIBLE FOR ANY PROBLEMS WITH OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR LINES, COMPUTER ONLINE SYSTEMS, SERVERS OR PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, FAILURE OF ANY ENTRY TO BE RECEIVED ON ACCOUNT OF TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE, HUMAN ERRORS OF ANY KIND, OR ANY COMBINATION THEREOF, INCLUDING ANY INJURY OR DAMAGE TO ENTRANTS' OR ANY OTHER PERSONS' COMPUTERS, WIRELESS DEVICES OR OTHER EQUIPMENT RELATED TO OR RESULTING FROM PARTICIPATION, UPLOADING OR DOWNLOADING OF ANY MATERIALS RELATED TO THE SWEEPSTAKES, OR IF FOR ANY REASON THE SWEEPSTAKES IS NOT CAPABLE OF BEING CONDUCTED AS PLANNED, INCLUDING BUT NOT LIMITED TO INFECTION BY COMPUTER VIRUSES, BUGS, TAMPERING, UNAUTHORIZED INTERVENTION, FRAUD, TECHNICAL FAILURES OR OTHER CAUSES BEYOND THE

CONTROL OF RELEASEES.

13. **LIMITATION OF LIABILITY:** IN NO EVENT WILL RELEASEES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION, ATTORNEYS FEES, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATED TO ANY ACCESS TO AND/OR USE OF ANY WEBSITE, THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITE, THE REMOVAL FROM ANY WEBSITE OF, OR DISCONTINUATION OF ACCESS TO, ANY MATERIALS, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF, OR ATTENDANCE OR PARTICIPATION IN, ANY PRIZE AWARDED IN CONNECTION WITH THE SWEEPSTAKES.
14. **DISQUALIFICATION/FORCE MAJEURE:** Sponsor reserves the right, at any time and in its sole discretion, to disqualify and/or deem ineligible to participate in this Sweepstakes, any individual who Sponsor believes to be: (i) tampering with the entry process or the operation of the Sweepstakes or any website, (ii) acting in violation of these Official Rules or Sponsor's Privacy Policy or other terms, conditions or guidelines; (iii) acting in bad faith, an unsportsmanlike or disruptive manner; (iv) disrupting or undermining the legitimate operation of the Sweepstakes; or (v) annoying, abusing, threatening or harassing any other person. Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing the Sweepstakes as contemplated in these Official Rules by any event beyond its control ("**Force Majeure Event**"), including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, then Sponsor will have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select the Winner from all eligible, non-suspect entries received as of the date of the Force Majeure Event giving rise to the termination. Inclusion in such selection process will be each Entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of Prize described in these Official Rules will be awarded.

15. **GENERAL CONDITIONS:** Sponsor reserves the right to shorten, extend, modify, or cancel the Sweepstakes, in its sole discretion, at any time and without notice, even though such action may affect your ability to win a prize. Sponsor is not responsible for any typographical or other error in printing or description of the Sweepstakes. Entries are void if unreadable, inaccurate, and incomplete, mutilated, tampered with, forged, mechanically reproduced, irregular in any way or otherwise not in compliance with these Official Rules. Although Sponsor attempts to ensure the integrity of the Sweepstakes, Sponsor and Sweepstakes Entities are not responsible for the actions of Entrants or other individuals in connection with the Sweepstakes, including Entrants' or other individuals' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. In the event of any conflict between any details contained in these Official Rules and details contained in any Sweepstakes advertising materials, the details of the Sweepstakes as set forth in these Official Rules shall prevail.
16. **SEVERABILITY:** If any provision of these Official Rules is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions. Headings and captions are used in these Official Rules solely for convenience of reference and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision thereof.
17. **DISPUTES:** Except where prohibited, all disputes relating to the Sweepstakes will be exclusively resolved under confidential binding arbitration held in San Francisco, CA. All disputes will be resolved in accordance with the Rules of JAMS, applying California law, without regard to conflicts of law principles. You and Sponsor agree to submit to the personal and exclusive jurisdiction of the federal and California state courts in San Francisco, CA for purposes of enforcing any arbitration award. Notwithstanding the foregoing, Sponsor may seek injunctive or other equitable relief, from a court of competent jurisdiction. You and Sponsor agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. You and Sponsor agree that any cause of action arising out of or related to the Sweepstakes must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.
18. **SWEEPSTAKES RESULTS:** To request winner's name or a copy of the Official Rules, send a self-addressed, stamped envelope to Attn: Survey Sweepstakes Winner's List Request, Solv Health, Inc., 1423 Broadway, Suite 213 Oakland, CA 94612 or send an email to [ [gift\\_card@solvhealth.com](mailto:gift_card@solvhealth.com) ] with the subject "Survey Sweepstakes Winner's List and Official Rules Request." Requests must be received within four (4) weeks of the end of the Entry Period. Vermont residents may omit postage.
19. **No Affiliation with Amazon, Third Parties, or Social Media Platforms:** This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Amazon, any Third Party, or any social media platforms. The information you provide will only be used as described in these Official Rules and Sponsor's Privacy Policy.