

## on!Vitalational Sweepstakes

### Official Rules

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.**

**A PURCHASE, PAYMENT, OR ACCEPTANCE OF A PRODUCT WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**VOID IN MA, MI, AND WHERE PROHIBITED.**

**Participation Limited to Eligible Tobacco Consumers 21 Years Of Age Or Older Who Are Legal Residents Of The United States Or The District of Columbia (Excluding Residents Of MA and MI) And Who Are Registered Users of [www.onnicotine.com](http://www.onnicotine.com).**

**1. Eligibility:** The on!Vitalational Sweepstakes (the “**Sweepstakes**”) is open only to legal residents of the United States (excluding Massachusetts and Michigan) and the District of Columbia who are tobacco consumers twenty-one (21) years of age or older and who have registered user accounts of [www.onnicotine.com](http://www.onnicotine.com) at the time of entry (“**Eligible Entrants**” or “**Entrants**”). Entrants must be physically able to travel and participate in the applicable prize-related activities without endangering their own safety or the safety of others, as determined by Presenter in its sole discretion. Employees, officers, and directors of Helix Innovations LLC (the “**Presenter**”), or any of Presenter’s respective parents, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies including Merkle Inc. (the “**Administrator**”) (collectively, the “**Sweepstakes Entities**”), and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household, are not eligible to enter or win. Noncompliance with any of the above eligibility requirements will result in disqualification. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void in Massachusetts, Michigan and where prohibited. Participation in the Sweepstakes constitutes Entrant’s full and unconditional agreement to these Official Rules and Presenter’s and Administrator’s decisions, which are final and binding in all matters related to the Sweepstakes. **Winning a Player Package Prize or Player Alternate Prize (as defined in Section 5 below) is contingent upon fulfilling all requirements set forth herein. One such requirement, due to the nature of the prize offered, shall include a condition that potential winners must consent to and undergo a criminal background check, and if such background check reveals that the Player Package Prize potential winner or Player Alternate Prize potential winner (see Section 5 below) has engaged in conduct that could damage the reputation of Presenter or any of the Released Parties (defined herein below), as determined by Presenter in its sole discretion, such potential winner may be disqualified. In addition, all winners must be available to travel to Palm Beach Gardens, FL on the applicable dates as set forth in Section 5 below. Player Alternate Prize winners will only be required to travel to Palm Beach Gardens, FL in the event they are upgraded to a Player Package Prize.**

**2. Presenter:** Helix Innovations LLC, 6601 West Broad Street, Richmond, VA 23230.

**Administrator:** Merkle Inc., 3000 Town Center, Suite 2000, Southfield, MI 48075. **Trip Prize**

**Planner:** GMR Marketing Experience Agency (“GMR”).

**3. Timing:** The Sweepstakes begins on May 1, 2026, at 9:00:00 a.m. Eastern Time (“**ET**”) and ends on June 11, 2026, at 11:59:59 p.m. ET (the “**Sweepstakes Period**”). For purposes of this

Sweepstakes, each “day” begins at 12:00:00 a.m. ET and ends at 11:59:59 p.m. ET, except for the first day, which begins at 9:00:00 a.m. ET and ends at 11:59:59 p.m. ET. Administrator’s servers are the official timekeeping devices for the Sweepstakes.

**4. How to Enter:** To enter the Sweepstakes, you must first become a registered user at [www.onnicotine.com](http://www.onnicotine.com). If you are not a registered user, go to [www.onnicotine.com](http://www.onnicotine.com) and follow the instructions to register for free. When you register, you will be assigned a unique 8 to 12-digit customer number (“**CCN**”) and will select, or may be assigned, a user ID that will be associated with your account. By registering at [www.onnicotine.com](http://www.onnicotine.com), you agree to be added to the on!<sup>®</sup> email mailing list. You may unsubscribe from marketing emails by following the link to “Unsubscribe” contained within any received marketing email at any time without impacting your Sweepstakes entry or Instant Win play.

Then, during the Sweepstakes Period, log on to [www.onnicotine.com](http://www.onnicotine.com) using your registered user account, navigate to the on!Vitational page, and follow the instructions to enter the Sweepstakes, then agree to these Official Rules. Each day you enter, you must select which prize you would like an entry for by clicking either (a) “Fill the Roster” to enter for a chance to win the Player Package Prize and/or Player Alternate Prize, or (b) “Fill the Stands” to enter for a chance to win the VIP Spectator Package Prize (see Section 5 below for prize details). Upon successfully completing the on-screen instructions, you will automatically receive one (1) entry into the Sweepstakes drawing for your selected prize.

**Limit:** Each Entrant may receive only one (1) Sweepstakes entry per day. An Entrant may only win one (1) Player Package Prize and one (1) Player Alternate Prize, or one (1) VIP Spectator Package Prize, regardless of how many times they enter the Sweepstakes and/or how many different prize options they may select on different days during the Sweepstakes Period.

Multiple entrants are not permitted to share the same email address or CCN. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, CCNs, identities, registrations, logins, or any other methods, will void that entrant’s entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to the identity of an entrant, Presenter and Administrator will rely on the information submitted by the entrant to register for this Sweepstakes and to enroll in [www.onnicotine.com](http://www.onnicotine.com). If any additional information provided by entrant is inconsistent with the information provided at registration for this Sweepstakes or enrollment into [www.onnicotine.com](http://www.onnicotine.com), Presenter and/or Administrator may disqualify such entrant and such disqualification may result in the forfeiture of any prize won. Presenter, in its discretion, may require additional documentation from entrant to show proof of entrant’s identity. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply. Entries specifying an invalid, non-working, or inactive email address, CCN or on!<sup>®</sup> Account will be disqualified and ineligible to win. You must complete all required information to be eligible to enter. Incomplete, illegible, corrupted, or untimely entries are void and will be disqualified.

## **5. Prizes:**

**A. Eight (8) “Player Package” Prizes:** Eight (8) winners will each receive one (1) Player Package Prize. Each Player Package Prize consists of a trip for one (1) winner and one (1) guest (age 21 or older) to the TGL Sofi Center in Palm Beach Gardens, Florida, where the winner will (subject to meeting all the conditions described in these Official Rules) play in the on!Vitational indoor golf tournament (the “**Tournament**”). Winner and winner’s guest must be able to travel to Palm Beach

Gardens, FL, for the Tournament, with travel taking place on Wednesday, October 14, 2026 through Sunday, October 18, 2026. All Player Package Prize winners must be physically able to travel and participate in the applicable prize-related activities, including participating in a golf tournament, without endangering their own safety or the safety of others (as determined by Presenter in its sole discretion). Each Player Package Prize will include:

- Round trip, first-class air transportation for winner and one (1) guest from a major airport near winner's home (determined by Presenter in its sole discretion) to West Palm Beach, FL;
- Four (4) nights' accommodations at a 5-star hotel, to be determined by Presenter in its sole discretion (single room, double occupancy);
- Private car with driver in Palm Beach FL for length of trip (10/14/26 – 10/18/26);
- Shipping of winner's golf clubs to the Tournament; in the event that the winner is unable to ship golf clubs, a set will be provided to winner for use during prize-related activities;
- One (1) Golf lesson with a pro (private or small group, as determined by Presenter in its sole discretion) for winner only. Golf lesson will occur during the designated travel window;
- One (1) check in the amount of one thousand dollars (\$1,000.00) which may be used for spending money;
- VIP credentials for the Tournament for winner and guest, including access to designated hospitality areas;
- One (1) Tournament jersey and assorted Tournament attire for winner only;
- Two (2) swag bags, one (1) each for winner and winner's guest;
- Two (2) Partner merchandise packages, one (1) each for winner and winner's guest;
- One (1) check in the amount of five thousand dollars (\$5,000.00), which is intended to assist the winner with the federal, state, or other tax obligations related to the Player Package Prize. Consult with a tax professional should you have any questions.

Total ARV of each Player Package Prize: \$30,350.00.

**B. Twenty-Five (25) "VIP Spectator Package" Prizes:** Twenty-five (25) winners will each win one (1) VIP Spectator Package Prize. Each VIP Spectator Package Prize consists of a trip for one (1) winner and one (1) guest (age 21 or older) to Palm Beach Gardens, Florida for the Tournament. VIP Spectator Package Prize winner must be physically able to travel and participate in the applicable prize-related activities without endangering their own safety or the safety of others (as determined by Presenter in its sole discretion). Winner and winner's guest must be able to travel to Palm Beach Gardens, FL, with travel taking place on Thursday, October 15, 2026 through Sunday, October 18, 2026. Each VIP Spectator Package Prize will include:

- Round trip, business-class air transportation for winner and one (1) guest from a major airport near winner's home (determined by Presenter in its sole discretion) to West Palm Beach, FL;
- Three (3) nights' accommodations at a five-star hotel, determined by Presenter in its sole discretion (single room, double occupancy);

- \$200 ride voucher; awarded as a gift card or digital ecode. Gift card terms and conditions apply;
- VIP credentials and premium seating for the Tournament weekend for winner and guest, including access to designated hospitality areas;
- Two (2) swag bags, one (1) each for winner and winner's guest;
- Two (2) Partner merchandise packages, one (1) each for winner and winner's guest.
- One (1) check in the amount of two thousand dollars (\$2,000.00), which is intended to assist the winner with the federal, state, or other tax obligations related to the VIP Spectator Package Prize. Consult with a tax professional should you have any questions.

Total ARV of each VIP Spectator Package Prize:14,500.00.

**C. Sixteen (16) "Player Alternate" Prizes:** Sixteen (16) winners will each win one (1) Player Alternate Prize. To be eligible to receive a Player Alternate Prize, each winner must be prepared and eligible to accept the Player Package Prize and travel to Palm Beach Gardens, FL from October 14 to October 18, 2026, if a previously-selected Player Package Prize winner is disqualified, forfeits the prize, or if redraws for a Player Package Prize are exhausted. Each Player Alternate Prize winner must agree to remain on standby until October 10, 2026 to travel for the Player Package Prize. If a Player Alternate Prize winner is elevated to and confirmed as a Player Package Prize winner and travels to Tournament to participate as a Player, such winner will receive the applicable Player Package Prize as well as the Player Alternate Prize. Each Player Alternate Prize will include:

- One thousand dollars (\$1,000), to be awarded as a check, and
- Placement on a standby list for a Player Package Prize.

Total ARV of each Player Alternate Prize: \$1,000.

**Total Approximate Retail Value of all Sweepstakes prizes to be awarded: \$621,300.00.**

**Limit of one (1) prize per person, except that Player Alternate Prize winners may also receive a Player Package Prize in the event they are elevated/selected to receive the Player Package Prize, subject to these Official Rules.**

**Player Package Prize and VIP Spectator Package Prize Restrictions:** Travel is required for Player Package Prize winners from October 14-18, 2026, and for VIP Spectator Package Prize winners from October 15-18, 2026. Failure to travel to Palm Beach Gardens, FL and adhere to these travel dates will result in prize forfeiture. Trip must be booked through Trip Prize Planner, GMR, within five (5) days of GMR's first outreach to potential prize winner and no later than August 31, 2026 or prize will be forfeited. Should a Player Alternate Prize winner be elevated to a Player Package Prize winner, such notice will be provided to the Player Alternate Prize winner on or before October 10, 2026, and the Player Package Prize trip must be then booked with GMR within three (3) days of GMR's first outreach or the prize will be forfeited. All travel arrangements must be made through GMR, and on an airline carrier of GMR's choice. Travel and accommodations are subject to availability and blackout dates. In the event the specified class air transportation is unavailable between a major airport near winner's home and Palm Beach, FL (at Presenter's sole discretion), Presenter may substitute business, coach, or economy air transportation, and no difference between the ARV of the prize and the actual total value of the prize will be awarded to

winner. Travel must be round trip. Presenter and GMR will determine all prize details, including but not limited to airline, flight itinerary, and hotel accommodation, in their sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. In the event 5-star hotel accommodations are unavailable, Presenter may substitute comparable accommodations at a hotel of lesser rating (at Presenter's sole discretion), and no difference between the ARV of the prize and the actual total value of the prize will be awarded to winner. Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by GMR's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to additional ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes, or other expenses are the responsibility solely of winner. Winner must have proper identification and a valid credit card for hotel check-in and to cover incidental expenditures. Winner and guest are responsible for obtaining all necessary travel documents. Winner and guest are solely responsible for having a REAL ID compliant driver's license/state ID or U.S. passport for domestic air travel. Winner and guest are also responsible for obtaining travel insurance and all other forms of insurance at their option, and hereby acknowledge that Presenter has not obtained and will not obtain or provide travel insurance or any other form of insurance.

Winner's guest must be twenty-one (21) years of age or older as of the date of departure, must be physically able to travel and participate in any/all applicable prize-related activities without endangering their own safety or the safety of others (as determined by Presenter in its sole discretion), and must travel on the same itinerary and at the same time as winner. Each guest must sign a liability release, which must be received by GMR within five (5) calendar days in order to be eligible to accompany winner on the trip prize. If a guest fails to return the liability release within the allotted timeframe the winner will have the option to select another guest to attend the trip, time permitting as determined by Sponsor in its sole discretion.

Travel restrictions, conditions and limitations may apply. By traveling and attending the Tournament, each Player Package Prize and VIP Spectator Package Prize winner and each winner's guest voluntarily assume all risks related to prize-related physical activity as well as exposure to any and all communicable diseases. Winner and guest are responsible for complying with any and all communicable disease requirements set forth by airline, rental car vendor, hotels, excursion and event venues or other vendors offering services that are part of the trip prize. Failure to comply with any required communicable disease requirements may result in forfeiture of the prize or elements of the prize. Forfeiture of any aspect of the trip due to failure to meet these requirements will not impact the value of the trip as reported on an IRS Form 1099. If in the judgment of Presenter air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Presenter's sole discretion, and no compensation will be awarded in lieu of the difference in the ARV for the prize for a local resident and the ARV for a prize winner who is not a local resident. Presenter will not replace any lost, mutilated, or stolen tickets, travel vouchers, or certificates. Presenter is not responsible if the Tournament is delayed, postponed, or cancelled for any reason, in which event that portion of the prize is forfeited in its entirety and no substitution will be provided except as in Presenter's sole discretion. If winner elects to travel or participate in the prize travel alone, no additional compensation will be awarded. Actual value may vary based on airfare fluctuations, point of departure, and distance between departure and destination. Winner will not receive any difference between the actual and approximate retail value.

PRESENTER IS NOT RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS OR SUBSTITUTIONS OR ANY ACT OR OMISSIONS WHATSOEVER BY ANY AIR CARRIER(S) OR OTHER TRANSPORTATION COMPANIES, LODGING AND/OR OTHER HOSPITALITY PROVIDERS, ENTERTAINMENT PROVIDERS OR SIMILAR THIRD PARTIES, OR ANY OTHER PERSONS PROVIDING ANY OF THESE SERVICES TO WINNERS, INCLUDING ANY RESULTS (INCLUDING BUT NOT LIMITED TO COSTS OR INJURIES) THEREOF, SUCH AS CHANGES IN SERVICES OR ACCOMMODATIONS NECESSITATED BY SAME.

In the event winner and/or guest engages in behavior during travel that (as determined by Presenter and GMR) is obnoxious or threatening or illegal, or that is intended to threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image and/or customer goodwill of Presenter or GMR or any of Presenter's or GMR's services, products, trademarks, service marks or logos, Presenter and GMR reserve the right to terminate the travel early and send winner and/or guest home with no further obligations or compensation whatsoever to winner and/or guest (which may, in Presenter's and GMR's discretion, result in such winner's disqualification from the Sweepstakes and forfeiture of any (and/or all) prize(s)). In the event winner or guest engages in behavior during travel that (as determined by Presenter and GMR) is illegal, tortious, or subjects winner or guest to arrest or detention, Presenter and GMR shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by winner or guest as a result of such conduct. PRESENTER AND GMR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE PRIZE OR ANY OTHER ASPECT OF PRIZE WINNER'S OR GUEST'S ACCEPTANCE OR USE OF THE PRIZE.

Where applicable, prize style, size, and all other details will be determined by Presenter in its sole discretion.

**Additional Terms for All Prizes:** Terms and conditions apply to all prizes. Prizes cannot be substituted, assigned, or transferred; no substitution will be made, except Presenter reserves the right to substitute a prize or a component thereof for one of equal or greater value if the designated prize should become unavailable for any reason. Presenter will not replace any lost or stolen prizes or components of a prize(s). Prizes cannot be used in conjunction with any other promotion or offer. Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of prize not specifically stated herein are the responsibility solely of winner. Player Package Prize winners and VIP Spectator Package Prize winners will be required to provide their social security number or tax identification number to Presenter for tax filing purposes. Only the number of prizes stated in these Official Rules are available to be won in the Sweepstakes. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, an alternate winner will be selected in accordance with the winner selection method described below from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available.

Winners acknowledge that the Released Parties (as defined below) have not made, nor are they 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, merchantability, or fitness for a particular purpose. Any and all warranties and/or guarantees on a prize (if any) are subject to the respective manufacturers' terms therefor, and winners agree to look solely to such manufacturers for any such warranty and/or guarantee.

**6. Prize Drawings and Winner Requirements:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. The odds of winning a prize depend on the number of eligible entries received for each prize drawing (Player Package Prize and Player Alternate Prize, or VIP Spectator Package Prize) during the Sweepstakes Period.

On or about June 12, 2026, Administrator will randomly select the potential Sweepstakes winners from all eligible entries received for each prize during the Sweepstakes Period. The potential winners will be notified by email on or about June 12, 2026.

Each potential winner **must** be able to travel to the Tournament on the dates set forth in Section 5 above or they will be deemed ineligible to receive the prize and an alternate prize winner will be selected in their place based on the winner selection process outlined in this Section 6. Potential Player Package Prize winners and Player Alternate Prize winners will be required to sign and return a Declaration of Compliance, Liability and Publicity Release (“Declaration”), IRS Form W-9, and consent to a confidential criminal background check (which may include providing a copy of your government-issued driver’s license or equivalent identification), which must be received by Administrator within five (5) calendar days of the date notice or attempted notice is sent, in order to claim their prize. Potential VIP Spectator Package Prize winners will also be required to sign and return a Declaration and IRS Form W-9, which must be received by Administrator within five (5) calendar days of the date notice or attempted notice is sent, in order to claim their prize.

If a potential winner cannot be contacted, fails to sign and return the Declaration, IRS Form W-9, consent to a criminal background check or provide any other required documentation, is unable to complete round trip travel on the applicable dates, fails to book final travel within the timeframes set forth in Section 5, or fails to provide any other requested information within the required time period (if applicable), if prize is returned as undeliverable, or prize is undelivered, or if a potential winner fails to receive any information due to missing contact information (including, but not limited to, a valid address and valid phone number), potential winner will be disqualified and forfeit his/her prize. Entrants are responsible for keeping their contact information associated with their CCN/on!® Account current. Presenter is not responsible for any change in email or mailing address.

**In addition, if any criminal background check reveals that a potential Player Package Prize winner or Player Alternate Prize winner has engaged in conduct that could damage the reputation of Presenter or any of the Released Parties (defined herein below), as determined by Presenter in its sole discretion, the potential winner may be disqualified and forfeit his/her prize.**

In the event that a potential winner of any VIP Spectator Package Prize or Player Alternate Prize is disqualified and/or forfeits his/her prize for any reason, Presenter will award the applicable prize to an alternate winner determined by random drawing from among all remaining eligible entries. In the event a winner of a Player Package Prize is disqualified, forfeits the prize, and/or is unable to participate in the prize-related travel and events, a confirmed Player Alternate Prize winner will be selected at random from among all Player Alternate Prize winners to be elevated to a Player Package Prize winner, pending verification by Sweepstakes Entities. If Player Package Prizes remain once all confirmed Player Alternate Prize winners have been elevated to Player Package Prize winners, Presenter will award the remaining Player Package Prize(s) to alternate winner(s) by random drawing from among all remaining eligible entries. If Presenter and Administrator are

unable to determine and verify a potential winner after repeated alternate drawings or in sufficient time for such winner to participate in the Tournament, or if Presenter and Administrator fails to receive a sufficient number of entries to correspond to the number of prizes available to be awarded, Presenter and Administrator reserve the right to not award all prizes. Only three (3) attempts will be made to award each unawarded prize to alternative winners, after which the applicable prize will remain unawarded. Player Alternate Prizes will be fulfilled approximately 8-10 weeks after winner verification.

**Verification of Winners: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY PRESENTER, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.**

**7. Termination and Disqualification of Winner:** A winner shall be disqualified from receiving a prize or any part of a prize, and the Sweepstakes Entities shall have no obligation to a winner or to provide a prize or any part of a prize, and any already-awarded portion of a prize shall be immediately returned to the Sweepstakes Entities upon the occurrence of any of the following events:

- a. Winner is arrested, indicted, or convicted of (i) a felony crime, a crime involving an act of moral turpitude (e.g., murder, rape, sexual assault, pedophilia, etc.), public use of an illegal substance under applicable law, any misuse of a firearm in public, or public intoxication, (ii) a crime involving fraud or theft, or (iii) a crime that results in the Entrant or prize winner serving a prison sentence (provided, however, the Sweepstakes Entities may in their sole discretion elect to suspend the award of a prize or any part of a prize during the course of legal proceedings in lieu of disqualification);
- b. Winner engages in any action or conduct that is reported as an original news story by a reputable media source that has, in the aggregate 1,000,000 or more followers, subscribers, viewers or readers and in the sole judgment of the Sweepstakes Entities (i) manifests extreme contempt or extreme disregard for public morals or decency, or (ii) in the otherwise subjects Winner and/or the Sweepstakes Entities or their officers or directors to public disrepute, contempt, scandal or ridicule;
- c. Winner engages in disorderly or unruly behavior at any prize-related event or any other activity or appearance requested or required by the Sweepstakes Entities, including verbal or physical harassment of Sweepstakes Entities employees or prize event-related staff;
- d. fails to comply with any of the terms, conditions, representations, warranties, and covenants contained in these Official Rules.

**8. Release:** BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANT AGREES THAT PRESENTER, ADMINISTRATOR, 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, AND AGENTS (THE "**RELEASED PARTIES**") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANT AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM

ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS SWEEPSTAKES OR IN ANY SWEEPSTAKES RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, EPIDEMICS, WIDESPREAD ILLNESS, WEATHER, OR TERRORISM. BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

**9. Publicity:** EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE SWEEPSTAKES CONSTITUTES WINNER'S GRANT TO PRESENTER (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF PRESENTER) AND THE RELEASED PARTIES, THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, THE WINNER'S ENTRY, NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS AND BIOGRAPHICAL INFORMATION (INCLUDING BUT NOT LIMITED TO HOMETOWN AND STATE) FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES WITHOUT FURTHER PAYMENT, CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION.

**10. General Conditions:** Presenter reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Presenter in its sole discretion. If, for any reason, the Sweepstakes cannot be run as planned, Presenter may (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prize(s) at random from among the eligible, non-suspect entries received up to the time of the impairment. Presenter reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process, the website, or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion offered by Presenter or in an unsportsmanlike or disruptive manner. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, PRESENTER RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Presenter's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending or submission of an entry will not be deemed proof of receipt by Presenter and Administrator.

**11. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration

of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Presenter reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

Each Entrant understands and acknowledges that Presenter has wide access to ideas, designs, and other materials, and that new ideas are constantly being submitted to it or being developed by their own employees, and that many ideas may be competitive with, similar or identical to their Entry and/or each other in theme, idea, format, or other respects. Each Entrant acknowledges and agrees that such Entrant will not be entitled to any compensation as a result of Presenter's use of any such similar or identical material, and that the Presenter does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Entry. Finally, each Entrant acknowledges that, with respect to any claim by Entrant relating to or arising out of Presenter's actual or alleged exploitation or use of any Entry or other material submitted in connection with the Sweepstakes, the damage, if any, thereby caused to the Entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief, and the Entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law. **WITH THE EXCEPTION OF ANY APPLICABLE STANDARD MANUFACTURER'S WARRANTIES, AND WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING ALL PRIZES, 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 EXCLUSION 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.**

**12. Disputes:** Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for Eastern District of Virginia or an appropriate Virginia State Court; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives 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 Entrant and Presenter in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia without giving effect to any choice of

law or conflict of law rules (whether of the Commonwealth of Virginia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia.

**13. Entrant's Personal Information:** Information collected from Entrants is subject to the [Presenter's Privacy Policy](https://gtc.onnicotine.com/h2O/Home/PrivacyStatement) (<https://gtc.onnicotine.com/h2O/Home/PrivacyStatement>). If you are chosen as a winner, your information may be included in a publicly available winner list and/or used in a manner consistent with the provisions within these Official Rules.

**14. Severability:** If the application of any provision of these Official Rules to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of these Official Rules, shall not in any way be affected or impaired thereby; and (b) such provision shall be enforced to the maximum extent possible. In addition, if any provision contained in these Official Rules shall for any reason be held to be excessively broad as to duration, geographical scope, activity, or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

**15. Winners List:** For a list of winners, please view the winners list at <https://bit.ly/4IM6gKd>. The winner list will be posted after winner confirmation is complete.

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