

**on!® Rewards Program
Terms and Conditions
June, 2024**

PLEASE READ CAREFULLY. BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE, AGREE, AND CONSENT TO BE BOUND BY THESE TERMS AND CONDITIONS (THE “TERMS AND CONDITIONS” OR THE “AGREEMENT”), AS THEY MAY BE AMENDED FROM TIME TO TIME, AND THE DECISIONS OF HELIX INNOVATIONS LLC (“COMPANY” OR “PRESENTER”), WHOSE DECISIONS SHALL BE FINAL AND BINDING IN ALL RESPECTS. YOUR CONTINUED USE OF THE PROGRAM WEBSITE LISTED BELOW AND PARTICIPATION IN THE PROGRAM CONFIRMS YOUR ACCEPTANCE OF ANY MODIFICATION TO THESE TERMS AND CONDITIONS.

THESE PROGRAM TERMS CONTAIN A BINDING ARBITRATION CLAUSE AND A WAIVER OF CLASS ACTION CLAIMS. PLEASE READ ALL TERMS HEREIN CAREFULLY AS THEY AFFECT YOUR RIGHTS.

THE COMPANY RESERVES THE RIGHT TO MODIFY, TERMINATE, OR OTHERWISE REVISE THE PROGRAM IN ANY MANNER, IN WHOLE OR PART AND THE ACCUMULATION OF CODES OR PUNCHES DOES NOT ENTITLE PROGRAM PARTICIPANTS TO ANY VESTED RIGHTS WITH RESPECT TO SUCH CODES, PUNCHES, OR PROGRAM BENEFITS.

Participation Limited to Adult Tobacco Consumers 21 Years of Age or Older at the time of registration and who are legal residents of the fifty (50) United States (including District of Columbia) (“Eligible ATCs21+”). The Program is void where prohibited.

PROGRAM OVERVIEW AND KEY DATES: on!® Rewards Program (the “Program”) is a loyalty program offered by Company to Eligible ATCs21+ who register to participate and enroll in the Program as described in these Terms and Conditions (“Participants,” or individually, the “Participant”). Participants can earn progress on a digital punch card (“Punch Card”) by submitting the 13-digit pack codes from qualifying purchases of specially marked Company products (“Codes”) as further described below and from engaging with designated online activities and content at onrewards.com (the “Program Webpage”). Each eligible activity completed and Code entered as described in these Terms and Conditions earns the Participant punches (each, a “Punch”) on their current Punch Card. Each completed Punch Card may be redeemed for coupons and other items (“Rewards”) as described in the Program. The Program will begin on October 3, 2022 at 12:00 a.m. Eastern Time (“ET”) and has no predetermined termination date, and may continue until such time as Company, in its sole discretion, elects to designate a Program termination date (“Termination Date”). Participants will have a period of thirty (30) days after the Termination Date (the “Grace Period”) to claim Rewards on completed Punch Cards remaining in Participant’s Account (defined below). The Company’s computer is the official time keeping device for the Program. The Company reserves the right to extend the Program in the Company’s sole discretion.

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

Administrator: Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

A. ELIGIBILITY & REGISTRATION

1. **Eligibility:** The Program is only open to Eligible ATCs21+ who have registered to participate and received a common consumer number as described below. Corporations or other entities or organizations of any kind are not eligible to participate in this Program. Employees of the Presenter, its parent, affiliates, subsidiaries, vendors, representatives, consultants, contractors, legal counsel, public relations, fulfillment, marketing agencies, website providers, web masters, and advertising and promotion agencies (including, without limitation, Merkle Inc. (the “Administrator”)), (collectively, the “Promotion Entities”), as well as the immediate family (spouse, parents, siblings and children, regardless of where they live) and household members of each such employee are not eligible to participate in this Program. Participation in the Program constitutes each Participant’s full and unconditional agreement to these Terms and Conditions, and representation that

Participant meets the eligibility requirements and all other requirements set out in these Terms and Conditions.

2. **Registration and Enrollment:** To participate in the Program, you must first become a registered user by going to www.onnicotine.com the ("Website") and following the instructions to register for free. When you register, you will be assigned a unique 8 to 12-digit common consumer number ("**CCN**") and will select, or may be assigned, a user ID that will be associated with your Website account. By registering, you agree to be added to the Company's mailing list. Next, visit the Program Webpage and follow the links and instructions to complete and submit the Rewards Program enrollment form to enroll in the Rewards Program and create an account ("**Account**"). When enrolling in the Program, you must agree to these Terms and Conditions and the provided Confidentiality and Intellectual Property Agreement. Only the Participant named on the registration form will be entitled to access Account information. **Limit:** One (1) Account per Participant. Any person attempting to obtain or use more than one Account, email address, identity, registration, or log-in, will be disqualified from participating in the Program in the Company's sole discretion. Disqualification from the Program may include the cancellation of all Punches and Accounts. Only the Participant whose CCN has been associated with the Program will accrue Punches and be eligible to redeem Punch Cards for Rewards. In the event that a Participant creates multiple accounts, Presenter will not merge Punches, Punch Cards, or Rewards into one (1) Account.

Multiple Participants are not permitted to share the same Account, CCN, mobile number or email address. Use of any automated system to participate is prohibited and will result in disqualification. Presenter is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected registrations, which will be disqualified. In the event of a dispute as to any Account, the authorized account holder of the CCN used to enroll in the Program will be deemed to be the Participant. The "authorized account holder" is the natural person assigned the email address used to create the Website registration and obtain the CCN by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Entries specifying an invalid, non-working, or inactive email address will be disqualified and ineligible to participate.

3. **Participant's Personal Information:** To learn how Presenter will use the personal information collected in connection with the Account and/or this Program, read Presenter's Privacy Policy at <https://gtc.onnicotine.com/h2O/Home/PrivacyStatement>.
4. **Participant's Account:** Participant is responsible for maintaining the confidentiality of and for restricting access to the Account and its password. Participant agrees to accept responsibility for all activities that occur under their Account, including without limitation, a third party's unauthorized use of the Participant's username and password. Without limiting any other remedies, Presenter may suspend or terminate a Participant's Account, or deem a Participant ineligible, if Presenter suspects that a Participant has engaged in fraudulent activity or any action that violates the intent of the Program Terms and Conditions in connection with the Program. Any failure to abide by these Terms and Conditions or any policies or procedures implemented by Presenter, any conduct detrimental to Presenter, or any misrepresentation in connection with the Program may result in the termination of participation in the Program, forfeiture of Punches or Rewards accrued to date, and any rights or remedies available to Presenter in law or equity.

B. EARNING ACTIVITIES

1. **Earning Punches/Punch Cards:**

Participants can earn Punches on their Virtual Punch Card (a) by entering Codes as described below, and/or (b) by completing online activities, as outlined below, subject to the terms and restrictions stated. It takes ten (10) Punches to fill a Punch Card.

- a. **Entering Codes:** During the Program, purchase a can of specially marked, qualifying Company products ("**Participating Products**") and enter the Code, which can be found printed on the outer label on the can. A Participant must login to their Account and follow the links and

instructions to enter the Code to receive one (1) virtual Punch on their Punch Card. Presenter is not responsible for lost or destroyed Codes.

Codes may only be redeemed one (1) time. If you cannot read a Code, please contact 1-833-667-6824. If any part of any Code is counterfeited, illegible, mutilated, tampered with, or contains printing, typographical, mechanical, or other errors, the Code may be rejected and deemed void and invalid. Any remedy with respect to any void or invalid Code shall be determined by Company in its sole discretion. Each Participant acknowledges and agrees that the decisions of the Company shall be final, binding, and conclusive in all matters relating to the Program, including without limitation determinations regarding the validity of Codes. Codes may not be sold, traded, bartered, auctioned (including through Internet auction sites), transferred, assigned, or given away. Codes will be rejected if not obtained through authorized, legitimate qualifying purchases. Codes may not be submitted by mail. Codes that are mailed to the Company will be deemed forfeited and will not be returned to the Participant; no Codes will be added to Participant's Account from Codes submitted by mail. All Codes must be correctly entered as described in these Terms and Conditions by the Participant prior to the Program Termination Date to be redeemable for Punches/Rewards during the Program and applicable Grace Period.

Limit: Participant may enter up to the number of Codes required to complete a Punch Card (no more than ten (10) Codes) before being required to redeem a Reward. Once the Reward is redeemed, Participant may follow the links and instructions to continue to enter additional Codes(s), each time up to the number required to complete another Punch Card (10 Codes) and redeem another Reward. Participant may enter up to a total of twenty (20) Codes per calendar month.

- b. **Completing Activities:** Participants may additionally earn punches by completing one or more of the following three online actions:
 - i. Completing Surveys/Research Studies (each, a "Survey"): Participants can login to their Account and follow the links and instructions to answer the provided survey questions to receive the indicated number of virtual Punches on their Punch Card. Limit: Each Participant may receive up to two (2) Punches per calendar month by completing Surveys.
 - ii. Signing up for Marketing Messages: Participants can login to their Account and follow the links and instructions to confirm and enter their email address to receive marketing messages via email from the Presenter to receive one (1) virtual Punch on their Punch Card. If Participant already receives emails from Presenter, they can follow the instructions to confirm their information is correct to receive one (1) virtual Punch on their Punch Card. Limit: Each Participant may complete this action one (1) time.
 - iii. Signing up for Text Message Communications: Participants can login to their Account and follow the links and instructions to enter their mobile phone number and confirm their consent to receive text message communications from the Presenter to receive one (1) virtual Punch on their Punch Card. **YOU MAY BE CHARGED A FEE FOR MESSAGE TRANSMISSION AND DELIVERY BY YOUR CELLULAR NETWORK CARRIER.** If Participant already receives text message communications from Presenter, they can follow the instructions to confirm their information is correct to receive one (1) virtual Punch on their Punch Card. Limit: Each Participant may complete this action one (1) time.

By providing your mobile number to the Company and opting into the SMS program, you consent to receive up to 3 automated text messages to complete your sign-up. You further consent to (i) receive up to 15 automated text messages per month with news, updates, offers and notifications and (ii) receive additional e-commerce transactional messages and automated text messages based upon your replies to this short code, from or on the behalf of Helix Innovations LLC at the phone number provided. **We will not share your mobile number with third-parties or affiliates for the purpose of text message marketing.** You can unsubscribe at any time by texting "STOP" to 333000 (a confirmation message will be sent). If you unsubscribe, the Company may send you one (1) text message

confirming that you have been unsubscribed, then you will not receive any additional messages unless you re-subscribe. If you have any questions, text "HELP" to 333000 or contact us at 1-833-667-6824 for help. Consent is not required to buy goods and services. For full mobile terms and conditions, please see <https://www.onnicotine.com/sms-subscription-terms-and-conditions>. Participation via text message will be available on participating wireless carriers only and requires an automated text message-capable wireless device. The Company in its sole discretion may add or delete a cellular carrier at any time, without notice. Wireless device carriers' instructions for automated text messaging may vary. **Standard message and data rates may apply** for each message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or may be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Program. Text messaging may not be available from all mobile phone service carriers and handset models. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions. **Your wireless service provider may charge you for each Text Message, including any error messages, you send and receive. Check with your wireless service provider for details on these and any other applicable charges.**

2. Accrued Punches Viewable in Participant's Account: The number of Punches earned by each Participant will be tracked in the Participant's Account. Unless otherwise stated, once Punches are earned, they will be credited to Participant's Account within approximately twenty-four (24) hours (unless a different time period is communicated on the Webpage). However, each Participant will have the responsibility of ensuring that his/her Punches are properly credited. Any claim for Punches not credited accurately must be received by Presenter within seven (7) days of the date of claimed accrual of such Punches. Manual issuance of Punches depends on the nature of the issue and can take up to thirty (30) days. Presenter shall have no liability for any printing, production, typographical, mechanical, or other errors in the Punches summaries or Participant Account. Presenter reserves the right to invalidate Punches from a Participant Account if it determines that such Punches were improperly credited, obtained fraudulently or through any technique that violates the intent of these Terms and Conditions. Validated Punches added to a Participant's Account that are subsequently determined to be invalid for any reason are subject to disqualification and will be removed from the Participant's Account. Presenter reserves the right to require proof of accrual of Punches and Presenter reserves the right to delay the processing or redemption of any Punches without notice to Participants in order to assure compliance with these Terms and Conditions. Presenter reserves the right to require proof of Punches earned, including, but not limited to, the Codes on product packaging. Presenter's decisions regarding the awarding of Punches are final and binding.
3. No Cash Value or Transferability: Punches do not constitute property, do not entitle Participant to a vested right or interest, and have no cash value. As such, Punches are not redeemable for cash, transferable or assignable for any reason, and are not transferable upon death, as part of a domestic relations matter or otherwise by operation of law. The sale or transfer of Punches is strictly prohibited. Punches may not be sold on any secondary market, and any transfer of Punches to a secondary market shall be deemed void. Any Punches remaining in a Participant's Account if the Program is canceled will be forfeited without compensation. There shall be no carry over or transfer of Punches to other Presenter programs, unless otherwise determined by Presenter in its sole and absolute discretion. As such, all Punches and redemptions are only associated with the email address of the Account.
4. Promotional Earnings and Redemption Opportunities: From time to time, Presenter may offer additional limited-time opportunities ("**Promotional Opportunities**") to earn Punches, Rewards and/or other discounts. Presenter will provide notice of such additional opportunities on the Website. It is Participant's responsibility to monitor the Website for any such Promotional Opportunities.

C. REDEMPTION FOR REWARDS:

1. Punch Card: Once a Participant receives ten (10) virtual Punches on their Punch Card, that Punch Card has been completed and Participant will be presented with the option to select one (1) Reward. All selections for Rewards are final. Participant must make their Reward selection before entering any additional Code(s) or engaging in any online Reward activities.
2. To redeem for a Reward once a Punch Card has been completed, go to the Website and sign into your Account, then proceed to the Rewards page onrewards.com and follow the on-screen instructions to select one (1) Reward ("**Redemption**"). Participants cannot redeem for a Reward unless the Participant has completed the required number of Punches. Participant must redeem for a Reward within thirty (30) days of completing their Punch Card or they will forfeit the opportunity to receive that Reward, although they will then be able to enter additional Codes and engage in other online actions.
3. **All Redemption requests must include Punch Cards obtained during the Program.** The Company reserves the right to substitute any item with a product of equal or greater value for any reason. Participants may not substitute, assign, or transfer item or redeem items for cash. Any taxes, fees, and other related costs incurred in conjunction with redemption, purchasing a Participating Product, or receipt of any item in connection with the Program are the sole responsibility of the recipient. Participants are responsible for paying all costs and expenses that might be reasonably incurred by the Participant in receiving or using items that are not specifically included with a Reward. Codes, Punches and Reward items are not transferable or reproducible and may not be sold, auctioned, or bartered. Any attempt to sell, auction, barter, or transfer Codes, Punches or items that have been earned as Rewards, online or otherwise, may result in their forfeiture, in the sole discretion of the Company. No cash value or cash back for any reason.
4. All Redemptions are final. Participants will receive confirmation that their Code, Punch Card, item, and/or Reward, as applicable, has been redeemed. Once Redemption is complete, a new Punch Card will be created in Participant's Account. A participant may visit the Website and enter Codes until the conclusion of the Program. All Rewards must be claimed prior to the end of the Grace Period. Any unused Punches remaining in an Account at the end of the Grace Period expire and will be void.
5. Physical Reward items will be delivered within 8 - 12 weeks from time of selection to the residential address listed in the Participant's Account (items cannot be shipped to P.O. Boxes). Digital Reward items will be delivered by email within 1-2 days. Participants are responsible for keeping their contact information associated with their Account current. Presenter is not responsible for any change in email or mailing address. Presenter is also not responsible for Rewards sent to non-current addresses, and any such Rewards will not be replaced.
6. Gift cards, coupons and certain other types of Reward items may have additional terms and restrictions, of which Participants are responsible for making themselves aware. Additionally, gift cards and coupons should be treated by Participants like cash and will not be replaced by Presenter if they are lost or stolen. Reward types may expire. The expiration date, if any, for each Reward type will be included with the Reward. Coupons may not be accepted at all retailers; if you experience any issues, please contact us at 1-833-667-6824 for assistance.
7. No refunds will be provided on any Reward item. Rewards are awarded "as is" with no warranty or guarantee, either express or implied, by Presenter. All Reward details are at Presenter's sole discretion. If for any reason a Reward item is received damaged, becomes unavailable, or cannot be fulfilled, Presenter, in its sole discretion, will replace the Reward item with one of equal or greater value. Rewards may not be returned, and unless otherwise required by law or stated under these Terms and Conditions, the Company will have no obligation to refund Codes or Punches to a Participant's Account. The Company reserves the right to modify, change, and otherwise revise Rewards on the Website, including and without limitation, the required number of Punches for any such Reward. The Company reserves the right to discontinue any Rewards that become the subject of fraudulent activity, hacking, or other illegal activity, as determined by Company in its sole discretion. Each Participant is responsible for ensuring that the email address, name, and mailing

address associated with their Account are accurate and updated. The Company is not responsible for non-receipt of a communication or Reward that was sent to the email address or shipped to the mailing address listed in the Participant's Account. Changes to a Participant's information may only be made by the Participant. Rewards will be shipped only to Participant's home address, except where prohibited by law. Company is not responsible for any incorrect or inaccurate information supplied by any Participant. All Reward redemptions are final unless otherwise determined by the Company.

8. Program cannot be combined with any other Helix Innovations LLC offers or promotions. The Company makes no representation as to the availability of the Participating Products.
9. Presenter reserves the right to change the Participating Products, the number of Punches awarded for Codes, the other online activities described above at any time during the Program. Presenter further reserves the right to change, add or remove the methods by which Participants can earn Punches and/or redeem Rewards.

D. OTHER TERMS AND CONDITIONS:

1. Program Modification and/or Termination. The Company reserves the right, in its sole discretion and at any time, to cancel, modify, restrict, or terminate the Program, in whole or in part, or any aspect of the Program, in whole or in part, including, without limitation, the Codes and/or Punches earning/accumulation ratio, the Codes and/or Punches redemption policy, and the Codes and/or Punches expiration policy. The Company may take any such action(s) without advance notice. In the event that the Company suspends or terminates the Program, the Company will post notice on the Website and allow Participants to redeem Code(s) and/or Punches until the end of the Grace Period. The Company may make changes to any element of the Program to correct for typographical, printing, or other errors. At all times, Participants are solely responsible for remaining knowledgeable about and in compliance with these Terms and Conditions. Any questions relating to eligibility, these Terms and Conditions or any other questions concerning the Program will be resolved at the sole discretion of the Company and its decisions will be final and binding with respect thereto. No requests for exchanges, or redemption of cash equivalent for the Code(s) will be considered, and no substitutions will be made, except at Company's sole and absolute discretion. No responsibility is assumed by the Company or its affiliates for cancelled, delayed, suspended, or rescheduled delivery. No groups, clubs, corporations, companies, partnerships, or organizations may participate in this Program or reproduce or distribute any portion of these Terms and Conditions to their members. The Company is not responsible for incorrect or inaccurate Redemption or Program information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Program or by any technical or human error which may occur in the processing of the Redemptions, Codes and/or Punches. The Company reserves the right, in its sole discretion to cancel or suspend this Program should fraud, virus, bugs or other causes beyond the control of the Company corrupt the administration, security or proper conduct of the Program. The Company is not responsible for computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions or network connections that are human or technical in nature. Automated redemption requests are prohibited, and any use of automated devices will cause disqualification. Participants may not participate with multiple email addresses or identities nor may Participants use any other device or artifice to request a redemption multiple times or as multiple Participants. The Company may reject any redemption request from any Participant who attempts to participate with multiple email addresses under multiple identities or uses any device or artifice to participate multiple times, and such Participant will forfeit any Redemption, in the Company's discretion.
2. Account Termination: Accounts may be terminated for any of the following reasons: (a) Participant requests Account termination, (b) Participant is deceased, (c) Participant fails to respond to repeated email attempts regarding the status of his/her Account, (d) Participant relocates to a jurisdiction outside of the stated eligibility territory; or (e) Presenter determines that Participant has engaged in fraudulent behavior or any other behavior in violation of the Program Terms and Conditions.

If Participant is permitted to create a new Account, it will require opting into the program Terms and Conditions as of the date of the new Account and user will have zero (0) Punches at the time of re-engagement.

3. Account Deactivation: Accounts will only be deactivated if Participant requests deactivation or if Presenter determines that Participant has engaged in fraudulent behavior in violation of the Program Terms and Conditions. If re-engagement with the program is permitted, it will require opting into the program Terms and Conditions and user will have zero (0) Punches at the time of re-engagement.

E. TAXES:

1. Participants are responsible for the payment of all taxes which may result from participation in the Program.
2. Participants may be required to complete tax documents, including an IRS W-9 or equivalent, in order to receive prizes or Rewards offered by Company in connection with this Program if the aggregate value may exceed \$600 in in one calendar year. Participant will then receive an IRS Form 1099 reporting the total value of all prizes won for the applicable calendar year.

F. GENERAL TERMS AND CONDITIONS:

1. Presenter reserves the right to suspend or discontinue the eligibility of any person who uses or is suspected of using the Program in a manner inconsistent with these Terms and Conditions or any federal or state laws, statutes, or ordinances. In addition to suspension or discontinuance of Program eligibility, Presenter shall have the right to take appropriate administrative and/or legal action against such persons, including criminal prosecution, as it deems necessary in its sole discretion.
2. Any attempt by a person to undermine the legitimate operation of the Program may be a violation of criminal and civil law, and, should such an attempt be made, Presenter may seek damages from any such person to the fullest extent permitted by law. Presenter's failure to enforce any of these Terms and Conditions shall not constitute a waiver of this, or any other provision.
3. All questions or disputes regarding eligibility for the Program, the availability of Rewards or a Participant's compliance with these Terms and Conditions will be resolved by Presenter in its sole discretion. By participating, Participants agree that all decisions made by Presenter or its designated agents regarding the Program, Rewards or Participant's eligibility are final.
4. Neither Presenter nor Administrator are responsible for any incorrect or inaccurate information supplied by Participants for the Program.
5. The Program is subject to all applicable laws and regulations.

G. FORCE MAJEURE:

Without limitation to the Company's other rights set forth in these Terms, the Company hereby retains the right (in its sole discretion) to suspend, modify and/or terminate the Program in the event that completion of the Program is prevented or interrupted because of force majeure events, including any strike, fire, war, terrorist, or governmental action, epidemic, pandemic or any disruptive event beyond our control. If the participation is suspended as set forth herein, the period of participation in the Program shall be deemed extended by a period equivalent to the periods of suspension, unless otherwise announced on the Website.

Notwithstanding the foregoing, no termination hereunder shall affect the Company's rights hereunder or any of its rights in and to the Program, which shall remain in full force and effect.

H. SEVERABILITY:

If any part of these Terms and Conditions, excluding the Disputes section below, is found by a court or arbitrator to be invalid, illegal, or unenforceable, as written or as applied, then such provision will be revised

to the extent necessary to make it valid, legal, and enforceable, as written or as applied, and the remaining parts of these Terms and Conditions will remain in full force and effect.

I. DISPUTES:

Any controversy or claim arising out of or relating to the Program shall be settled by binding arbitration before Judicial Arbitration and Mediation Services (“JAMS”), in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS (“JAMS Rules and Procedures”) then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. Please go to www.jamsadr.com to see a complete copy of the JAMS Rules and Procedures or to submit a claim for arbitration.

In resolving a claim for arbitration, the arbitrator shall apply Virginia law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, the Company will pay as much of the claimant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class, representative, or collective basis, or as a private attorney general on behalf of other persons similarly situated, then the entirety of this arbitration provision shall be null and void, and neither claimant nor the Company shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. Disputes regarding the arbitrability of any claim shall be resolved by the arbitrator.

THE ARBITRATION OF DISPUTES PURSUANT TO THIS SECTION SHALL BE IN THE PARTICIPANT’S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. ENTRANT MAY NOT BRING ANY CLAIM AS A PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHER SIMILARLY SITUATED PERSONS. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED.

DO NOT PARTICIPATE IN THIS PROGRAM IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE TERMS AND CONDITIONS.

BY PARTICIPATING IN THIS PROGRAM, EACH PARTICIPANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROGRAM OR ANY REWARDS ITEMS, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS OR REPRESENTATIVE ACTION. BY AGREEING TO THE ARBITRATION OF DISPUTES AS SET FORTH HEREIN, YOU AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND LIMITING YOUR RIGHT TO APPEAL.

J. RELEASE AND LIMITATION OF LIABILITY:

1. To the maximum extent permitted by law, all Participants, as a condition of participation in this Program, agree to and hereby do release the Presenter, and its parent company, subsidiaries, affiliates, agents, promotion and advertising agencies, and each of their respective officers, directors, employees, shareholders, and successors, assigns, and service providers (the “Released Parties”) from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with

accessing the Website, creating an Account, or otherwise participating in any aspect of the Program, the receipt, ownership, use, or misuse of any Reward or any item purchased or redeemed using a Code or Punch, or any typographical or other error in these Terms and Conditions or other Program materials (including, without limitation, on the Website, point of sale material, product packaging, email, or any other Program website). Participant bears all risk of loss or damage to any Reward (if any) after it has been delivered.

2. The Released Parties are not responsible for any printing or computer error, omission, interruption, irregularity, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alteration of Program materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of Program information due to technical problems or traffic congestion on the internet, at any Website or any combination thereof. In the event that online access is temporarily corrupted and suspended, notice of such will be provided at the Website and Participants will be advised to hold Codes until such time that the Program, as originally intended, may be resumed, as determined by Presenter in its sole discretion.
3. By participating in the Program, each Participant accepts all responsibility for, and hereby releases and agrees to indemnify and hold harmless the Released Parties from and against any claims, liabilities, damages or expenses that may arise from actions taken by such Participant and/or Participant's participation in the Program, or for any harm or injury caused by any third party.
4. UNDER NO CIRCUMSTANCES SHALL THE RELEASED PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF PARTICIPATION IN THE PROGRAM OR ANY PURCHASED OR REDEEMED ITEM, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES EVEN IF ARISING FROM NEGLIGENCE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES; THEREFORE, SUCH EXCLUSIONS MAY NOT APPLY TO YOU. IF ADMINISTRATOR IMPROPERLY DENIES A PARTICIPANT ANY REDEEMED ITEM, LIABILITY WILL BE LIMITED TO THE EQUIVALENT FAIR MARKET VALUE OF ITEM. BY PARTICIPATING IN THE PROGRAM, A PARTICIPANT WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO SUCH MATTERS IN ANY FORUM BEYOND ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED.

K. DISCLAIMER OF WARRANTY:

THE COMPANY MAKES NO WARRANTY OF ANY KIND REGARDING THE PROGRAM, WHICH IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ITS PROGRAM WILL BE ERROR-FREE OR AVAILABLE AT ALL TIMES. THE COMPANY FURTHER DISCLAIMS ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS AND TIMELINESS OF ANY CONTENT OR INFORMATION DISTRIBUTED WITH RESPECT TO THE PROGRAM. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, CONFORMITY WITH DESCRIPTION AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO THE PROGRAM AND REWARDS OFFERED. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THIS WARRANTY DISCLAIMER MAY BE LIMITED IN ITS APPLICABILITY TO YOU.

The Released Parties are not responsible for any products or services offered on the Website. TO THE FULLEST EXTENT ALLOWABLE BY LAW, PRESENTER AND ADMINISTRATOR SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE PRODUCTS AND/OR SERVICES OFFERED THROUGH THE PROGRAM. Those include any implied warranty of merchantability or fitness for a particular purpose and implied warranties arising from

course of dealing or course of performance. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

© 2024 Merkle Inc.

© 2024 Helix Innovations LLC

All rights reserved.

CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENT

This Confidentiality and Intellectual Property Agreement, Permission to Publish and Voluntary Participation and Confidentiality Form pertains to the participation in Surveys (as defined in Section B.1.b.i above) and the ability to earn punches for completing them as part of the Program.

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, I hereby enter into the following Confidentiality and Intellectual Property Agreement with the Company in connection with my participation in the one or more Surveys being conducted in conjunction with the Program:

I agree that any prototype products and other research materials that I am asked to view or evaluate while completing any Survey are of a proprietary nature.

I agree not to disassemble, photograph, copy, record, discuss or disclose any aspect of any research materials, including any prototype product, with others (including, but not limited to, family, friends, and employers).

I agree to participate in Survey research and understand I may discontinue or limit my participation at any time and for whatever reason.

PERMISSION TO PUBLISH

1. As a Participant in the Program, I understand I may make statements and provide suggestions and/or ideas, as well as testimonials or endorsements, which may include my name, image, likeness, and voice, my state of residence, still or moving photographic images of me, sound recordings and/or other materials containing my likeness ("Materials"). I understand and agree that the Company shall own all intellectual property rights in and to all such Materials when provided in connection with the Program and may possibly incorporate them into one or more of its products, promotional materials, or other materials or services, and I hereby assign any copyrights or other intellectual property rights I have in the Materials (excluding my name, likeness and any personal information) to Company. Additionally, I agree that Company may use any of the Materials, including but not limited to my statements, suggestions, ideas, testimonials or endorsements in any manner, either with or without attributing them to me, and shall have the right to publish, reproduce, distribute, and/or otherwise use my name, image, likeness, and voice, my state of residence, any still or moving photographic image of me and any sound recordings taken of me provided to Company, and any made by me and provided to Company in relation to the Program, in whole or in part. Company shall have no further obligation (beyond the compensation provided to me for my participation in the Program, including Codes and/or Punches) to compensate me for the intellectual property rights in the Materials or to use such Materials, and such Materials (excluding my name and likeness and any personal information) shall constitute the sole property of Company, which shall have complete, worldwide copyright ownership thereof and which may alter, modify and adjust them as it deems appropriate, provided that any statements made by me are not thereby rendered inaccurate or misleading. I hereby waive all rights of inspection or approval with regard to the Materials.
2. I agree that any Materials that I have provided or will provide in connection with the Program, do not, and use of the Materials will not, infringe, misappropriate, or violate any right of any party including, without limitation any right of publicity, right of privacy, or intellectual property right.
3. I hereby release, discharge and agree to indemnify, defend, and hold harmless the Company and Released Parties from and against any and all claims, demands, judgments, and liability resulting from their use of the Materials, including any claim by a third party that that the Materials infringes, misappropriates, or violates the rights of the third party, including, without limitation, any right of

publicity, right of privacy, or intellectual property right, and all associated fees and expenses (including reasonable attorneys' fees).

4. I also affirm any statements or endorsement made or to be made by me in the Materials will be factually accurate and will represent my honest opinions, findings, beliefs, or experiences.

You may be invited to participate in consumer research by responding to Survey questions through the Program. If you participate in Surveys through the Program, you agree as follows:

VOLUNTARY PARTICIPATION AND CONFIDENTIALITY FORM

I agree to participate in this Survey and understand I may discontinue or limit my participation at any time and for whatever reason.

I agree that any prototype products and other research materials used in this Survey are of a proprietary nature.

I agree not to disassemble, photograph, copy, record, discuss or disclose any aspect of this research, including any prototype product or research materials, with others (including, but not limited to, family, friends, and employers).

As a participant in this Survey, I understand I may make statements and provide suggestions and/or ideas. The Company and its affiliates may use these statements, suggestions and ideas and may possibly incorporate them into one or more of its products, promotional materials, or other materials or services. I understand and agree that the Company shall own all intellectual property rights in and to these statements, suggestions and ideas. Additionally, I agree that the Company and its affiliates may use any of my statements, suggestions, or ideas in any manner either with or without attributing them to me. The Company and its affiliates shall have no further obligation (beyond the compensation provided to me for my participation in the current research) to compensate me for the intellectual property rights in my statements, suggestions, or ideas, or to use such statements, suggestions, or ideas with or without attribution, or to inform me of such use.

Acceptance of these Terms and Conditions verifies that:

- You have read and understand these Terms and Conditions including the Confidentiality and Intellectual Property Agreement.
- You agree to take part in the Survey and give your consent for Survey procedures.
- You are aware of no material connection between yourself and the Company (e.g., employment of myself or any of my family members by the Company, existence of litigation, payment); and
- You certify that you are over 21 years of age or older.