

The on! Rewards The Ultimate Upgrade Sweepstakes

Official Rules

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

A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

VOID IN MA, MI, AND WHERE PROHIBITED. PURCHASE, PAYMENT, OR ACCEPTANCE OF A PRODUCT WILL NOT INCREASE YOUR CHANCES OF WINNING.

Participation Limited to Eligible Tobacco Consumers 21 Years Of Age Or Older Who Are Legal Residents Of The 50 United States Or The District of Columbia (Excluding Residents Of MA and MI) And Who Are Registered Users of the on! Rewards Program.

1. Eligibility: The on! Rewards The Ultimate Upgrade Sweepstakes (the "**Promotion**") is open only to legal residents of the fifty (50) United States (excluding Massachusetts and Michigan) and the District of Columbia who are tobacco consumers twenty-one (21) years of age or older at the time of entry and who are on! Rewards Program users at the time of entry ("**Eligible Entrants**" or "**Entrants**"). 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 "**Promotion 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 Promotion is subject to all applicable federal, state, and local laws and regulations and is void in Massachusetts, Michigan and where prohibited. Participation in the Promotion 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 Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of a sweepstakes (the "**Sweepstakes**") and an instant win (the "**Instant Win**").

2. Presenter: Helix Innovations LLC, 6601 West Broad Street, Richmond, VA 23230.
Administrator: Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Promotion begins on October 2, 2023, at 9:00:00 a.m. Eastern Time ("**ET**") and ends on November 3, 2023, at 11:59:59 p.m. ET (the "**Promotion Period**"). For purposes of this Promotion, each "day" begins at 12:00 a.m. ET and ends at 11:59 p.m. ET, except the first day, which begins on or about 9:00 a.m. ET and ends 11:59 p.m. ET. Administrator's computer is the official timekeeping device for the Promotion.

4. How to Enter: To enter the Promotion, you must first become a registered user of the on! Rewards Program at www.onnicotine.com. If you are not a registered user, go to 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, you agree to be added to the on! mailing list.

Then, during the Promotion Period, log on to www.onnicotine.com using your registered user account and navigate to the on! Rewards The Ultimate Upgrade Sweepstakes tile. Follow the links and instructions to enter the Instant Win and enter the Sweepstakes. Upon following and successfully completing the on-screen instructions, you will receive one (1) Sweepstakes entry and one (1) Instant Win entry. The Instant Win results will be instantly displayed; however, potential winners may be subject to verification and validation prior to receiving a prize. Potential winners of the Instant Win will be provided directions for validation.

Limit: Each Entrant may receive one (1) Sweepstakes entry and one (1) Instant Win entry per day; however, an entrant may win a maximum of one (1) Sweepstakes Grand Prize and one (1) Instant Win Prize during the Promotion Period. Therefore, in the event an Entrant is a verified winner of an Instant Win prize, they will not be able to win another Instant Win prize, although they may continue to enter daily during the Promotion Period and earn additional entries each day into the Sweepstakes.

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 any registration, the authorized account holder of the CCN used to register will be deemed to be the entrant. The potential winners may be required to show to the Presenter and Administrator proof of being the authorized account holder of the winning CCN or forfeit the prize. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply. Multiple entrants are not permitted to share the same email address. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the registrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder to the Presenter or forfeit the prize. Entries specifying an invalid, non-working, or inactive email address, CCN or on! 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:

Sweepstakes Prizes: FIVE (5) SWEEPSTAKES GRAND PRIZES: There will be five (5) winners selected at random in the Sweepstakes, who will each receive one (1) \$5,000 Travel Certificate and one (1) TUMI Aero 4 Wheeled Carry-On as a Grand Prize in the Sweepstakes. Approximate Retail Value ("ARV") of each Grand Prize: \$6,795. Odds of winning a Sweepstakes prize depend on the number of eligible entries received during the Promotion Period. Terms and conditions apply to Travel Certificate, including blackout dates, and the Travel Certificate expires 12/31/2024. See below and on Travel Certificate for additional prize restrictions.

Instant Win Prizes: The Instant Win Prizes will be awarded as follows:

Prize Name	Quantity of Prizes	ARV
\$100 Visa® Reward Card	2,488	\$100.00
Canon EOS Rebel T7 DSLR Camera	50	\$479.99
Apple AirPods Max	50	\$549.00
Apple iPad	50	\$329.00
TUMI Malta Duffel/Backpack	50	\$550.00

Odds of winning an Instant Win prize depend on the date/time of entry, the number of prizes remaining available at the time of entry and number of eligible Instant Win entries received. The number of prizes available to be won will diminish as they are awarded.

Total Approximate Retail Value of all Promotion prizes to be awarded: \$378,174.50.

Limit one (1) Sweepstakes Grand Prize and one (1) Instant Win Prize per person throughout the Promotion Period.

Prize Restrictions for Travel Certificate: Additional terms and conditions may apply to Travel Certificate; see information provided with Travel Certificate for additional terms and restrictions. Travel restrictions, conditions and limitations may apply. Value of Travel Certificate must be used prior to 12/31/2024 and any remaining value as of 12/31/2024 will automatically expire. Travel is subject to availability and blackout dates. Winner is responsible for obtaining all necessary travel documents, including travel insurance and/or passports, where applicable. Travel is subject to the terms and conditions set forth in these Official Rules and those set forth in any subsequent passenger ticket contract, hotel accommodation contract, or any other similar travel-related contracts entered into through use of the Travel Certificate. The passenger contracts in use by the airlines or other transportation companies shall constitute the sole contracts with respect to the prize winner's transportation, and such contracts shall be solely between the prize winner and such transportation companies. PRESENTER SHALL NOT BE 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 TRAVEL-RELATED 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 engages in behavior during travel that (as determined by Presenter) is illegal, tortious, or subjects winner to arrest or detention, Presenter shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by winner as a result of such conduct. PRESENTER 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.

Prize Restrictions for \$100 Visa Reward Card:

Each winner will receive one (1) \$100 Visa Reward Card (Approximate Retail Value ("ARV"): \$100 USD) via mail. Reward Card will expire on the date listed on your Reward Card and is void if not activated and used by expiration date. Reward Card can be used everywhere Visa debit cards are accepted. No cash access. Use governed by terms in Cardholder Agreement at

www.activaterewards.com/grc/visa_cardholder_agreement. No cash value, except as required by law. Not valid with any other offer. Not for resale; void if sold or exchanged. Offer valid only in the U.S., excluding U.S. territories. Limit one reward per person. Reward Card is issued by Pathward®, N.A., Member FDIC, pursuant to a license from Visa U.S.A. Inc. This optional offer is not a Pathward, nor Visa, product or service nor does Pathward, nor Visa, endorse this offer. Pathward does not sponsor the sweepstakes and is the issuer of the Card only. Activate Rewards, LLC or its parents, affiliates, and subsidiaries are not a sponsor or co-sponsor of this Sweepstakes and are not responsible for the promotion, administration or execution of this Sweepstakes.

General Prize Restrictions: 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. Only the number of prizes stated in these Official Rules are available to be won in the Promotion. 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 above 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 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: Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of the potential winners are final and binding in all matters related to the Promotion. **Sweepstakes:** On or about November 6, 2023, Administrator will randomly select the potential winners of the Sweepstakes Grand Prizes from all eligible entries received during the Promotion Period. The potential winners will be notified by email on or about November 6, 2023. **Instant Win:** 2,688 random, computer-generated winning times, one for each prize listed above in Section 5, will be generated during the Promotion Period. If you are the first person to enter the Instant Win at or after one of the randomly generated times, you will be a potential instant winner of the prize indicated for that time.

Potential Sweepstakes Grand Prize winners will be required to sign and return a Declaration of Compliance, Liability and Publicity Release ("Declaration"), which must be received by Administrator within three (3) 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, fails to provide any requested information within the required time period, 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 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 the event that a potential winner is disqualified and/or forfeits his/her prize for any reason, Presenter will award the applicable prize to an alternate winner by random drawing from among all remaining eligible Promotion entries. If Presenter and Administrator are unable to determine and verify a potential winner after repeated alternate drawings or if Presenter and Administrator fail 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) alternate drawings will be held, after which the prize will remain unawarded. Prizes will be fulfilled approximately 8-10 weeks after verification.

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

7. Release: BY PARTICIPATING IN THIS PROMOTION, ENTRANT AGREES THAT PRESENTER, ADMINISTRATOR, ACTIVATE REWARDS, LLC, AND THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING, 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 PROMOTION OR IN ANY PROMOTION 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 PROMOTION 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 PROMOTION, 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 PROMOTION OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

8. Publicity: EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE PROMOTION 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.

9. General Conditions: Presenter reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Promotion, as determined by Presenter in its sole discretion. If, for any reason, the Promotion cannot be run as planned, Presenter may (a) suspend the Promotion and modify the Promotion to address the impairment, then resume the Promotion 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 Promotion or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION 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.

10. 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 Promotion; (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 Promotion; (4) technical or human error which may occur in the administration of the Promotion 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 Promotion 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 Promotion, 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 STANDARD MANUFACTURER'S WARRANTIES, AND WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, 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.

11. Disputes: Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion 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 Southern District of New York or an appropriate New York 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 Promotion, 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 Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

12. Entrant's Personal Information: Information collected from Entrants is subject to the Presenter's Privacy Policy (<https://www.onnicotine.com/ageaffirmed/privacy-statement.html>). 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.

13. Official Rules and Winners List: For Official Rules, and a list of winners available after November 6, 2023, please [click here](#). The winner list will be posted after winner confirmation is complete.

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