

**Therabody Online Sweepstakes Official Rules
Privileged and Confidential**

Therabody Sweepstakes

Official Rules

- **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**
- **VOID WHERE PROHIBITED BY LAW.**
- **ENTRANTS (DEFINED BELOW) AGREE THAT ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY AND RIGHT TO BRING CLAIMS IN A CLASS ACTION FORMAT OR BRING CLAIMS IN A COURT OF LAW.**

BY ENTERING (OR OTHERWISE PARTICIPATING IN) THE SWEEPSTAKES, ENTRANTS AGREE TO THESE OFFICIAL RULES, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SWEEPSTAKES ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. Eligibility. The “Therabody” Sweepstakes (the “**Sweepstakes**”) is open only to individuals who are legal residents and physically located in the fifty (50) states in the United States or the District of Columbia and who are at least eighteen (18) at the time and date of entry. Employees, officers and directors of Theragun, Inc., d/b/a Therabody (“**Sponsor**”), and each of Sponsor’s affiliates, subsidiaries, advertising and promotion agencies, influencers that promote the Sweepstakes, and other prize sponsors and providers (collectively with Sponsor, the “**Sweepstakes Entities**”), and each of such employees’, officers’ and directors’ immediate family members and/or those living in the same household (whether legally related or not) of each are not eligible to enter the Sweepstakes or win any prize(s). For purposes of this Sweepstakes, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. Void where prohibited by law. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these “**Official Rules**” and the decisions of Sponsor, including the interpretation of these Official Rules and its exercise of discretion, which will be final and binding in all respects.

2. Entry Period. The Sweepstakes begins on or about June 23rd, 2021 and all entries must be received by the Sponsor on or before June 30th, 2021. The Sponsor’s designated database clock will be the official timekeeper for this Sweepstakes.

3. How to Enter. Your choice to enter the Sweepstakes is voluntary, knowingly and willful. The call-to-action for this Sweepstakes requires individuals who wish to enter (referred to herein as “**entrants**”, “**you**” or “**your**”) to complete the following steps:

- i. During the Entry Period visit <https://www.medestheticsmag.com/lead-gen/21520787> (the “**Sweepstakes Website**”); and
- ii. Complete and submit information required on the Sweepstakes Website.

Sponsor may not receive entries that fail to strictly follow the posting instructions set forth in these Official Rules and Sponsor is not responsible for failure to see or receive an entry. Sponsor, at its sole discretion, may accept a technically incorrect unique term. Messages not received by Sponsor will not be entered into the Sweepstakes.

Limit of one (1) entry per person for this Sweepstakes will be accepted. Subsequent attempts made by the same individual to submit multiple entries by using multiple or false contact information, accounts or otherwise may result in the entrant being disqualified by Sponsor, in Sponsor’s sole and absolute discretion. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified by Sponsor in Sponsor’s sole and absolute discretion. Entries that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor’s sole and absolute discretion. Entries submitted by an entrant who does not meet the eligibility requirements (including all requirements with respect to age and residence) are void. All materials submitted become the physical property of Sponsor and will not be returned. In the event of a dispute over the identity of an online entrant, entry

Therabody Online Sweepstakes Official Rules Privileged and Confidential

will be deemed submitted by the registered account holder of the email address associated with the entry provided that person is eligible. Winner(s) may be required to show proof of being the registered account holder (the required evidence for proof to be determined by Sponsor in its sole discretion). Registered account holder is defined as the person assigned to an email address by an Internet access provider, on-line service provider or other organization responsible for assigning email addresses. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Any entrant that fails to follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified by Sponsor in Sponsor's sole and absolute discretion. All entrants submitting materials/content as part of the Sweepstakes agree to license (with the unlimited right to sublicense) to the Sweepstakes Entities the non-exclusive right to use such materials, and the images related thereto (including entrant's name, social media account username and likeness), for any purpose (including, without limitation, any and all commercial purposes) with the right to modify the materials and make derivative works thereof. Each entrant represents and warrants that the materials submitted will not infringe or violate any right whatsoever, including, without limitation, any personal rights (e.g., defamation, privacy, false light, moral right, etc.) or any property rights (e.g., copyright, trademark, right to ideas, etc.) of any person or entity and the use thereof will result in no third party liability or obligations. The Sweepstakes Entities may, in their sole discretion, run multiple standalone campaigns, contests, sweepstakes or other promotions simultaneously. Entry into one (1) campaign, contest or sweepstakes does not constitute entry into any other.

4. Selection of Winner(s) and Claiming of Prize(s). There will be **1 winner(s)** selected in this Sweepstakes. The potential winner(s) will be selected through a random drawing on or about July 1st, 2021 from all eligible entries received in accordance with these Official Rules. Sponsor will have complete discretion over interpretation of the Official Rules, of administration of the Sweepstakes, and of selection of the winner(s). Decisions of the Sponsor as to the selection of the winner(s) will be final. The potential winner(s) will be notified via email in a commercially reasonable time after the drawing. The potential winner(s) must respond as required in the initial notification and within twelve (12) hours of the first attempted notification (or such other shorter period as the Sponsor may or may not specify). If a winner notification remains unanswered for more than twelve (12) hours, the prize(s) will be forfeited in its entirety and an alternate potential winner will be selected by Sponsor in Sponsor's sole and absolute discretion. The Sweepstakes Entities are not responsible for false, incorrect, changed, incomplete or illegible contact information. The Sweepstakes Entities are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email account to receive email messages.

Each potential winner may be required to submit an affidavit of eligibility / release of liability / prize acceptance agreement (including a copy of a government ID) (collectively, the "**Affidavit**") and return the Affidavit within twelve (12) hours of notification before being eligible to receive his or her prize(s). If any potential prize winner fails or refuses to sign and return such Affidavit within the time period required by Sponsor or if the prize or prize notification is returned as rejected, faulty, unclaimed or returned as undeliverable to such potential prize winner, such potential prize winner may be disqualified and an alternate may be selected. Non-compliance shall result in disqualification and award of the prize(s) to an alternate winner. Parents or legal guardians of any prize winner under the age of majority in their state/jurisdiction of residence (which is eighteen (18) in most states but is nineteen (19) in Alabama and Nebraska and twenty-one (21) in Mississippi) may be required to also sign the Affidavit in order for the prize winner to be qualified to receive their prize(s) or Sponsor may disqualify the potential prize winner for failure to obtain their parent or legal guardian's consent. If any potential prize winner is found to be ineligible, or if they have not complied with these Official Rules, or if the potential prize winner cannot attend or participate in any portion of the prize, or declines a prize for any reason prior to award, such potential winner may be disqualified and an alternate potential winner may be selected. If, for any reason, more bona fide winner(s) come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winner(s), or remaining winner(s), as the case may be, of the advertised number of prizes available may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. The Sweepstakes Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winner(s), or if a potential winner is a minor, for late, lost, misdirected, or unsuccessful efforts of a potential winner to provide signed parental or guardian consent.

5. Odds. Odds of winning will depend upon the total number of entries received.

6. Prize(s) and Values. The prize(s) to be awarded in this Sweepstakes is/are: One Theragun mini (value of \$199). Prize(s) are non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion.

Therabody Online Sweepstakes Official Rules Privileged and Confidential

All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and prize provider's rules and restrictions, and in the event that Sponsor is unable to provide the winner(s) with his or her prize(s), the Sponsor may elect to provide winner(s) with the approximate value of such item in cash or award an alternate prize of comparable or greater value. All prize(s) are awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Winner(s) will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize(s) they receive, regardless of whether they, in whole or in part, are used. The approximate retail value ("ARV") of the prize(s) is based on available information provided to Sponsor and the value of any prize awarded to a winner may be reported for tax purposes as required by law. The winner(s) may be required to provide Sponsor with a valid social security number before the prize(s) will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of winner(s), or if a minor in the jurisdiction in which s/he resides, in the name of his/her parent or legal guardian, for the actual value of the prize(s) received. Unclaimed prize(s) will be forfeited. Prize(s), if legitimately claimed, will be awarded. The Sweepstakes Entities are not responsible for and will not replace any lost, mutilated or stolen prize(s) or any prize that is undeliverable or does not reach the winner because of an incorrect or changed address. If a winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and the Sweepstakes Entities will have no further obligation with respect to that prize or portion of the prize. No more than the stated prize(s) will be awarded. The total ARV of all of the prize(s) awarded in this Sweepstakes is one hundred ninety nine dollars \$199 (USD). The Sweepstakes Entities are not responsible for and winner will not receive the difference, in any, between the actual value of the prize(s) at the time of award and the stated ARV in these Official Rules or in any Sweepstakes-related correspondence or material. Limit of one (1) prize per person.

7. Publicity Release. Subject to applicable law, entrants and winner(s) irrevocably grant the Sweepstakes Entities, and each of their licensees, and its and their successors, assigns and sub-licensees, the right and permission to use their name, voice, likeness and/or biographical material for advertising, promotional and/or publicity purposes in connection with the Sweepstakes, in all forms of media and by all manners (now and hereafter known), and on and in connection with related products, services, advertising and promotional materials (now known or hereafter developed), worldwide, in perpetuity, without any obligation, notice or consideration, except for the awarding of the prize(s) to the winner(s).

8. Tampering with Sweepstakes. The Sweepstakes Entities are not responsible for the actions of entrants or others in connection with the Sweepstakes, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. Persons found tampering with or abusing any aspect of this Sweepstakes, or whom Sponsor believes to be causing malfunction, error, disruption or damage may be disqualified. Additionally, any attempt to cheat the Sweepstakes, as determined at the sole and absolute discretion of Sponsor, may result in immediate disqualification of the entrant, as well as other possible consequences, including disqualification from any and all existing and future sweepstakes. ANY ATTEMPT BY A PERSON TO DAMAGE ANY WEBSITE (INCLUDING ANY SOCIAL MEDIA PLATFORM) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ALL LEGAL AND EQUITABLE REMEDIES FROM AND AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, at its sole and absolute discretion, to disqualify (or terminate the prize(s) of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

9. Suspension / Modification / Termination. In the event Sponsor is prevented from continuing with the Sweepstakes by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy or act of government(s), communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, or any federal, state, local or provincial government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), Sponsor shall have the right, at any time, to modify, suspend or terminate the Sweepstakes or prize(s). Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Sweepstakes should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Sweepstakes; or (b) to disqualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Sweepstakes; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner, as determined in Sponsor's sole discretion.

Therabody Online Sweepstakes Official Rules Privileged and Confidential

10. Waivers, Disclaimers and Releases. By participating in the Sweepstakes, entrant agrees to release, discharge, indemnify and hold harmless the Sweepstakes Entities, and each of their respective directors, officers, employees, agents, successors and assigns (“**Released Parties**”) from and against any and all claims, liability, costs (including attorneys’ fees), losses, damages, fines or injuries (up to and including bodily injury and death) of any kind arising out of or related to: (i) entrant’s participation in the Sweepstakes (including travel to/from any Sweepstakes activities); (ii) any acceptance, possession, misuse or use of any prize(s) (including, without limitation, losses, damages or injuries to entrant’s or any other person’s equipment or other property, or to their persons, including those arising from any travel to/from any prize event or activity); (iii) the Released Parties’ violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; (iv) any typographical, human or other error in the publishing, online or otherwise, printing, offering, selection, operation or announcement of any Sweepstakes activity and/or prize(s); and (v) any third parties that act in a fraudulent manner and replicate the Sweepstakes without permission from Sponsor (e.g., act in a manner that suggest they are associated with the Sweepstakes when they are not). Without limiting the generality of the foregoing, entrants agree that the Released Parties have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Sweepstakes and/or with respect to prize(s), including, without limitation, to any prize’s quality or fitness for a particular purpose. Each entrant agrees that the Released Parties shall have no responsibility or liability for discontinued prize(s); human error; incorrect or inaccurate transcription of registration and/or account information; any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, or Internet service provider utilized by Sponsor interruption or inability to access the website, application or any online service via the Internet due to hardware or software compatibility problems; any damage to participant’s (or any third person’s) computer and/or its contents related to or resulting from any part of the Sweepstakes; any lost/delayed data transmissions, omissions, interruptions, viruses, bugs, defects; and/or any other errors or malfunctions, even if caused by the negligence of the Released Parties. Each entrant further agrees to indemnify and hold harmless the Released Parties from and against any and all liability resulting or arising from the Sweepstakes and to release all rights to bring any claim, action or proceeding against Released Parties and hereby acknowledge that the Released Parties have neither 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 a prize, including express warranties provided exclusively by a prize supplier that may be sent along with a prize. The Released Parties are not responsible for any changes or unavailability of the social media platform used for purposes of administering this Sweepstakes that may interfere with the Sweepstakes (including any limitations, any restrictions, or any conditions on Sponsor’s ability to use the social media platform for the Sweepstakes as set forth herein that are not acceptable to Sponsor) or ability of entrant to timely enter, receive notices or communicate with Sponsor via the social media platform, in which case Sponsor, in its sole discretion, may terminate or modify the Sweepstakes. If entrant is an eligible minor, their parent or legal guardian must agree to these Official Rules, including, without limitation, this Section.

11. Entry Information and Sweepstakes Communications. As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver their name, address and other information to third parties for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner’s list.

12. Governing Law / Limitation of Liability. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor and/or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS’ FEES BE AWARDED OR RECOVERABLE; AND (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO

Therabody Online Sweepstakes Official Rules Privileged and Confidential

HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

13. Dispute Resolution. The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in Los Angeles County, California, and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("**JAMS**") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("**AAA**") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Los Angeles County, California. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Los Angeles County, California. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

14. List of Sweepstakes Winner(s). To receive a list of winner(s), send a stamped, self-addressed envelope, within sixty (60) days of expiration of the Entry Period, to: "Sweepstakes Winners List", c/o Theragun, Inc., 3003 W. Olympic Blvd., Suite 106-140, Los Angeles, CA 90006 (Attn: Legal). Please indicate which Sweepstakes winners list you are requesting by referencing the name of the Sweepstakes in your request.

15. Miscellaneous. The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

16. Identification of Sponsor/Administrator. This Sweepstakes is sponsored and administered by Theragun, Inc., Theragun, Inc., 3003 W. Olympic Blvd., Suite 106-140, Los Angeles, CA 90006. Reference to third parties in connection with prize(s) and/or third party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Sweepstakes.