

JOE ROGAN KETTLEBELL CHANCE TO PURCHASE DRAWING
OFFICIAL RULES
NO PURCHASE IS NECESSARY TO ENTER OR WIN.
MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

ELIGIBILITY: The Joe Rogan Chance to Purchase Kettlebell Drawing (“Drawing”) is open to legal residents of the United States (“Territory”) at least 18 years old at the time of entry. Entrants may not be members of any guild, union, or other organization that may prohibit them from participating in this Drawing or that would restrict, require due payment, or otherwise have the right to oppose such Entrant’s participation in this Drawing. Directors, Officers, Employees, Agents, Independent Contractors and Shareholders of Onnit Labs, Inc. and/or its subsidiaries, and their immediate family members (including spouses, parents, siblings, children, and their respective spouses) and/or those living in the same household of each are not eligible. In order to be eligible, Entrants must follow these Official Rules. Failure to comply with these Official Rules may result in ineligibility. No purchase necessary. **This Drawing is void outside the Territory and where prohibited by law.**

SPONSOR: This Drawing is sponsored by Onnit Labs, Inc., a Delaware corporation having its principal office located at 4401 Freidrich Ln. Suite 302, Austin, Texas 78744, United States (“Sponsor”).

TO ENTER DRAWING: The Entry Period begins on August 19, 2024 and ends on September 1, 2024. How to enter: Sign up with your email during the Entry Period to enter our drawing for a chance to purchase the Joe Rogan Kettlebell.

CHANCE TO PURCHASE: A total of one thousand three hundred seventy (1,370) Entrants, subject to compliance with all eligibility requirements (“Winners”), will win a chance to purchase the Joe Rogan Kettlebell. The Approximate Retail Value (ARV) is \$0.

One thousand three hundred seventy (1,370) Winners will be selected at random from all eligible entries received during the Entry Period and provided with instructions and a token to purchase the kettlebell at the listed retail price via email by September 16, 2024. The odds of winning depend on the number of eligible entries received. If Winner does not redeem the token within forty-eight (48) hours of Sponsor’s notification, declines, or otherwise fails to meet Sponsor requirements, such Winner may be disqualified, and the chance to purchase will either be forfeited or awarded to an alternate entrant. Sponsor’s decisions will be final and binding in all matters related to the Drawing. Sponsor shall have no liability for any notification to Winner that is lost, intercepted, delayed, or not received by the potential Winner for any reason.

No transfer, substitution, or cash equivalent for any chance to purchase will be permitted, except at the sole discretion of the Sponsor. The Winner must sign all documentation reasonably requested by Sponsor, including, without limitation an Affidavit of Eligibility / Release of Liability / Acceptance Form and show proof of residency and valid identification within twenty-four (24) hours of request by Sponsor. If any document is returned to Sponsor as undeliverable or if Sponsor does not receive a response from any Winner within twenty-four (24) hours of a request for information, or a Winner declines the chance to purchase or fails to meet Sponsor requirements, such Winner(s) may be disqualified, and the chance to purchase will either be forfeited or awarded to an alternate Entrant.

GENERAL TERMS

GENERAL: By participating in the Drawing, Entrant agrees: (a) to release Sponsor and their agents from all liability, loss, or damage arising out of or relating to the Drawing, including interpretation of these Official Rules, decisions by the Sponsor, Entrant's acceptance and use/misuse of the product; (b) to abide and be bound by these Official Rules and the decisions of the Sponsor and comply with all Sponsor and Rule requirements; and (c) that Sponsor, their affiliates, and licensees may use Entrants' names, personal information, and statements made by Entrant to Sponsor and information on the entry form for advertising and promotional purposes in all media worldwide without additional compensation. Entrant irrevocably grants to Sponsor the unrestricted right to edit, modify, use, publish, display, broadcast, distribute and copyright materials bearing Entrant's name, voice, likeness and/or any other identifiable representation of Entrant, including, but not limited to, statements attributable to Entrant ("Entrant's Likeness"). Entrant agrees that all material containing Entrant's Likeness shall be and remain the sole and exclusive property of Sponsor, and Entrant hereby assigns any and all rights in or to such material to Sponsor and releases and forever discharges Sponsor from any and all claims, liabilities and damages relating to the use of Entrant's Likeness. Entrant hereby waives any and all rights to inspect or approve Sponsor's use of the Submission or Entrant's Likeness, or any part or element thereof. Sponsor does not make any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the use of any product, including, without limitation, quality, merchantability, and fitness for a particular purpose. Entrant agrees that Sponsor has the right to substitute any product of equal or greater value within their sole discretion. All decisions of Sponsor shall be final, binding and non-appealable. Tokens are non-assignable and non-transferable. No product substitutions or cash redemptions of any product or any portion thereof. Sponsor reserves the right in its sole discretion to substitute any product or portion thereof of equal or greater value if any product or portion thereof is unavailable for any reason. Details of products or portions thereof not specified herein, if any, will be determined at the sole discretion of Sponsor. This Drawing is subject to all applicable federal, state and local laws and regulations. Any chance to purchase that is not duly claimed in accordance with these Official Rules will not be awarded.

TRANSFER : The transfer of status as an unofficial winner by an ineligible person to an eligible person is strictly prohibited.

LANGUAGE: The official version of these Official Rules is the English language version. In the event of contradictions or discrepancies between different language versions of these Official Rules, the English language version takes precedence. Entrants must submit all materials and information in English. Sponsors are not responsible for translation of any submissions or information provided in another language. Failure to submit required information in English may result in disqualification.

PERSONAL INFORMATION: Any personal information that Entrant submits in connection with the Drawing will be collected and used by the Sponsor and their authorized agents to administer the Drawing and to award the chance to purchase. Entrant's personal information may also be used to send additional information about Sponsor and its affiliates, and each of their respective products and programs via electronic and ordinary mail. Except as set forth herein, Entrant's personal information will not be used for any other purpose and will not be shared with anyone else unless required by law.

DISCLAIMER AND RELEASE OF LIABILITY: None of Sponsor, its subsidiaries, affiliates, advertising/promotion agencies, and all of their respective directors, officers, employees, representatives, and agents ("Drawing Entities") is responsible for, and by participating in the Drawing each Entrant releases each of the foregoing from any and all liability associated or

resulting from any miscommunications, printing errors, clerical, typographical or other error in any Drawing materials or printed copy or artwork, or any product offering announcement, any errors of any kind, whether human, mechanical, clerical, electronic, digital or technical in nature, or unauthorized human intervention, any losses, damages or injuries of any kind, including but not limited to those related to defamation, portrayal in a false light or privacy rights, resulting from or in connection with participation in the Drawing or from acceptance, receipt, possession and/or use or misuse of a product, including from the posting or publication of any information or portion thereof online or in any media, any incorrect or inaccurate entry information, human error, technical malfunction, failures, omission, interruption, deletion, or defect of any telephone network, computer online systems, computer equipment, servers, access providers, or software, including any injury or damage to Entrant's or any other persons' computer relating to or resulting from participation in this Drawing; inability to access the website or any pages thereof; theft, tampering, destruction, or unauthorized access to, or alteration of entries; entry submissions that are processed late or incorrectly or are incomplete, garbled, or lost due to computer or electronic malfunction or traffic congestion on the Internet or any website. Proof of entering information at website is not considered proof of delivery or receipt. All dates (if any) set forth in these Official Rules are approximate.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, SPONSOR SHALL NOT BE LIABLE TO ENTRANT OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS), EVEN IF SPONSOR HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. **Sponsor reserves the right to terminate, suspend, withdraw, or amend the Drawing or Contest for any reason in its sole discretion.**

GOVERNING LAW; JURISDICTION: This Drawing will be governed by and construed in accordance with the laws of the State of Texas without regard to conflict of law principles.

ARBITRATION DISCLOSURE : By participating in the Drawing, each Entrant agrees that: (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) Entrant may have against any of the Drawing Entities arising out of, relating to, or connected in any way with the Drawing, the awarding or redemption of tokens, or the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by American Arbitration Association ("AAA") and conducted before a sole arbitrator pursuant to the applicable Rules and Procedures established by AAA ("Rules and Procedures"); (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) the arbitration shall be held at a location determined by AAA pursuant to the Rules and Procedures (provided such location is reasonably convenient for Entrant), or at such other location as may be mutually agreed by the Entrant and Sponsor; (4) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the Entrant may have entered into in connection with the Drawing; (5) the arbitrator shall apply Texas law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (6) there shall be no authority for any claims to be arbitrated on a class or representative basis as Entrant and Sponsor hereby waive the right to assert claims in any class or representative action; arbitration can thus decide only the Entrant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) to the extent permitted by law, the arbitrator shall not have the power to award punitive, incidental or consequential damages against the Entrant or Sponsor; and (8) if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or

otherwise conflicts with the Rules and Procedures established by AAA, 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. For more information on AAA and/or AAA Rules and Procedures, Entrants may visit the AAA Website at <http://www.adr.org>.

WINNER'S LIST: Entrants may request a winners' list during the six (6) months following the Drawing Entry Period by sending a self-addressed, stamped letter to: Onnit Labs, Inc., Attention: Joe Rogan Kettlebell Drawing Winners' List, 4401 Freidrich Ln. Suite 302, Austin, Texas 78744, United States.

INVALIDITY: These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Drawing materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

FORCE MAJEURE: Sponsor reserves the right, without prior notice and at any time, to terminate the Drawing, in whole or in part, or modify or suspend the Drawing, or any portion thereof, in any way, if it determines, in its sole discretion, that the Drawing is impaired or corrupted or that fraud, breach of confidentiality, or technical problems, failures or malfunctions have destroyed or severely undermined the integrity and/or feasibility of the Drawing. In the event Sponsor is prevented from continuing with the Drawing as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Drawing. Only the type and quantity of products described in these Official Rules will be awarded. If, due to printing, production, or human errors, or for any reason, more potential winners come forward seeking to claim products in excess of the number of each type of products as set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of products available in the category in question may be selected in a random drawing from among all persons making purportedly valid claims for such products) in that category. Inclusion in such drawing shall be each Entrant's sole and exclusive remedy under such circumstances.