

GOTOKNOW iHEALTH® COVID-19 ANTIGEN RAPID TEST GIVEAWAY
2022 OFFICIAL RULES

NO PURCHASE NECESSARY.

- 1) **ELIGIBILITY:** The GoToKnow iHealth® COVID-19 Antigen Rapid Test Giveaway (“Promotion”) is open only to legal residents of the fifty (50) United States and the District of Columbia who are (a) over the age of 18 at the time of entry; and (b) for entrants who submit entries via social media, registered users of www.instagram.com and/or www.facebook.com (as applicable) with an active, public (if applicable) account from the time of entry until the end of the Promotion Period (defined below). Employees of GoToKnow LLC (“Sponsor”), iHealth Labs, Inc., participating vendors and business partners (if any), their respective parent companies, affiliates, and subsidiaries, and their respective participating advertising, promotions, and public relations agencies, as well as members of their families and/or those living in the same household as such individuals, are not eligible to enter. The Promotion is (a) governed by these Official Rules, (b) void where prohibited or restricted by applicable law, and (c) subject to all applicable federal, state, and local laws and regulations. You must have access to the Internet and a valid email address in order to enter. By entering, you agree that you have read and consent to be bound by these Official Rules, and Sponsor’s privacy policy available [here](#), and for California residents, the additional privacy policy available [here](#). (While these policies indicate that they are applicable solely to visitors of the gotoknowtest.com website, participation in the Promotion shall be treated as a visit to that website.) Eligibility is conditioned on the acceptance of these Official Rules and Sponsor’s privacy policy at time of entry, as posted on our website at such time. Entrants in the Promotion are only eligible to win one prize (“Prize”) during the Promotion Period.

- 2) **HOW TO ENTER:** The Promotion begins on December 16, 2022 and ends on December 22, 2022 (the “Promotion Period”), and is designed to give eligible entrants the opportunity to win prizes in accordance with these Official Rules. You may enter the Promotion by following the GoToKnow on your Instagram or Facebook account and liking the photo for 1 entry (each, a “Post”). You will receive 1 additional entry if you share the Post on your story or page (as applicable depending upon the platform).

Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected entries, all of which are void. For social media entries, each potential winner may be required to show proof of being the authorized individual account holder of the account associated with the winning submission. Sponsor will keep the official Promotion clock. **Message and data rates may apply for submissions submitted via mobile devices. Please check with your mobile carrier for details.**

- 3) **SUBMISSION REQUIREMENTS:** Each submission must also comply with the following:
 - a) Each submission must meet the technical and content requirements of Instagram or Facebook, as applicable.
 - b) Submissions that feature, mention, refer or otherwise allude to the name, logo or trademark of any entity, third party individual, product or brand other than Sponsor’s or iHealth® may not be submitted, and may be disqualified at any time in Sponsor’s sole discretion.
 - c) Any submission that fails to meet Sponsor’s specifications may be disqualified at any time in Sponsor’s sole discretion.
 - d) Social media submissions must be your own original work, created solely by you, and must not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity.
 - e) The submission may not have been previously published or distributed in any media, and may not have been entered or awarded a prize in any previous sweepstakes, contest(s), or other promotion(s).

- f) Submissions that are in Sponsor's sole discretion determined to be lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, obscene, non-family-friendly, and/or that otherwise contain inappropriate content or objectionable material, may not be submitted and may be disqualified at any time in Sponsor's sole discretion.
- g) Submissions that contain any viruses, spyware, malware or other malicious components that are designed to harm the functionality of a computer in any way may not be submitted and may be disqualified at any time in Sponsor's sole discretion.
- h) Submissions must not contain any images or personally identifiable information of any person other than you. Should you include personally identifiable information about yourself in your submission, you acknowledge and agree that such information will be disclosed publicly, and you are solely responsible for any consequences thereof.
- i) You may not be, nor may you work with parties in connection with your submissions who are: 1) represented under a contract (e.g., by a talent agent or manager) that would limit or impair Sponsor's ability to display your submission in any media form; or 2) under any other contractual relationship, including but not limited to guild and/or union memberships, that may prevent Sponsor from being able to use the submission worldwide in all media in perpetuity on a royalty-free basis, without any payment or fee obligations.

Sponsor reserves the right in its sole discretion to disqualify any submission that it believes violates or potentially violates any of the foregoing requirements or otherwise fails to comply with any provision of these Official Rules. An entrant may be prohibited from participating in this Promotion if, in Sponsor's sole discretion, it reasonably believes that the entrant has attempted to undermine the legitimate operation of this Promotion by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other entrants, Released Parties (as defined below), or associated agencies or entities. The decisions of the Sponsor on these and all matters pertaining to the Promotion shall be final and binding.

- 4) **INTELLECTUAL PROPERTY:** The intellectual property rights to the submission of a Promotion entry, if any, will remain with the entrant, except that these Official Rules do not supersede any other assignment or grant of rights according to any other separate agreements between entrants and other parties. For submissions made by social media comment, entrant agrees that Sponsor shall have the right and license to use, copy, modify and make available the submission in connection with the operation, conduct, administration, advertising and promotion of the Promotion and of Sponsor via communication to the public, including but not limited to the right to make screenshots, animations, and video clips available to the public for promotional and publicity purposes. This right and license includes the perpetual, worldwide right to use entrant's biographical information, photos and/or likeness, and statements for Promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered without notice, review or approval and without additional compensation, except where otherwise prohibited by law.
- 5) **RANDOM DRAWING(S):** Entry for each drawing must be received by Sponsor by no later than 11:59:59 AM Eastern Time on the date prior to the applicable drawing date. Potential winners will be selected in a random drawing from among all eligible submissions received, at approximately 12:00 PM Eastern Time on each of December 19, 2022, December 21, 2022 and December 23, 2022. Drawings will be conducted by Sponsor's representative or designee, whose decisions shall be final and binding in all respects.
- 6) **PRIZE(S):** The number of Prizes, the dates on which they will be drawn and the approximate retail value of each Prize are set forth at the bottom of these Official Rules. Odds of winning a Prize depend on the number of eligible submissions received during the Promotion Period. Any Prize details not specified above will be determined by Sponsor in its sole discretion. If Sponsor determines that a substitute prize is necessary in place of one of the Prizes listed below whether due to unavailability or any other circumstance beyond Sponsor's control, a prize of approximately equal or greater value will be substituted, as determined in Sponsor's sole discretion.

7) **CONDITIONS OF PARTICIPATION:** No purchase is necessary. Prizes must be accepted as awarded. Prizes are not redeemable for cash or credit, not saleable or transferable, not exchangeable and not endorsable. Taxes payable by Prize winners related to Prizes are the sole responsibility of the Prize winner. Sponsor shall not be held responsible for any delays in awarding the Prize or any component thereof for any reason. Entry into this Promotion constitutes entrant's agreement to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this Promotion. Potential winners will be contacted by direct message, telephone, and/or via email (at Sponsor's sole discretion), and will be asked to provide the necessary information (such as first and last name, email address, mailing address, and/or phone number) to Sponsor in order to claim the Prize. **In order to claim a Prize, winners must respond within 48 hours after they have been notified by Sponsor that they have won.** In the event that any Prize notification message is returned as undeliverable or if no response to the Prize notification message is received within the time period stated or if the potential winner is found ineligible or does not comply with these Official Rules, the Prize may, in the Sponsor's sole and absolute discretion, be forfeited and awarded to an alternate winner selected at random from among remaining eligible submissions. In no event will more than the number of Prizes set forth below be awarded. If, for any reason, more than one (1) Prize notification is sent (or more than one (1) claim is received) with respect to a specific Prize, Sponsor reserves the right to award the Prize through a random drawing from among all eligible Prize claims received. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

8) **RELEASE:** By participating in the Promotion, each winner agrees to release Sponsor, participating vendors/business partners, Instagram, Facebook and if applicable other social media platforms that may be utilized in order to receive entries in accordance with these Official Rules, each of their respective parent companies, subsidiaries, affiliates, related companies, suppliers (including Prize suppliers), distributors, advertising, promotion and public relations agencies, and the respective officers, directors, employees and agents of each of the foregoing parties (the "Released Parties") from and against any and all liability, loss or damage of any kind arising out of or in connection with their participation in this Promotion or with respect to awarding, receipt, possession, use, and/or misuse of any Prize. The Released Parties are not responsible for any typographical or other error in the printing of the offer, administration of the Promotion, or in the announcement of a Prize.

IF ENTRANT IS A CALIFORNIA RESIDENT, ENTRANT WAIVES CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR" (OR ANY EQUIVALENT STATUTORY PROVISION WITH A SIMILAR IMPORT OR INTENT). IF ENTRANT IS A RESIDENT OF A STATE OTHER THAN CALIFORNIA, ENTRANT EXPLICITLY WAIVES THE TERMS AND PROTECTIONS OF ANY STATUTE OF ENTRANT'S STATE THAT HAS A SIMILAR IMPORT OR INTENT. IF ENTRANT IS A MINOR, THE ENTRANT'S PARENTS OR LEGAL GUARDIANS FURTHER AGREE TO INDEMNIFY EACH OF THE RELEASED PARTIES FROM ANY CLAIMS, COSTS, INJURIES, LOSSES, OR DAMAGES DESCRIBED IN THE PRECEDING PARAGRAPH WHICH MAY BE SUFFERED BY THE ENTRANT.

9) **DISPUTES:** Except where prohibited by applicable law, entrant agrees that any and all disputes, claims and causes of action arising out of or connected with the Promotion or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the Commonwealth of Massachusetts. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts.

10) **WARRANTY AND INDEMNITY:** Each entrant represents and warrants that their submission is original, that they are the sole and exclusive owner and right holder of the submission, and that they have the right to submit

the submission in the Promotion. Each entrant further represents and warrants that their submission does not (1) infringe any third party proprietary, intellectual property, industrial property, personal rights or other rights, including without limitation copyright, trademark, patent, trade secret or confidentiality obligation; (2) include any personally identifiable information of any person other than entrant; or (3) otherwise violate any applicable law. To the maximum extent permitted by law, each entrant indemnifies and agrees to keep indemnified the Released Parties at all times from and against any liability, actions, claims, demands, losses, damages, costs and expenses for or in respect of which the Released Parties may become liable by reason of or related or incidental to any act, default or omission by an entrant under these Official Rules, including without limitation resulting from or in relation to any breach, non-observance, act or omission, whether negligent or otherwise, of these Official Rules by an entrant.

- 11) **ELIMINATION:** Any false information provided within the context of the Promotion by any entrant concerning identity, email address, postal address, telephone number, ownership right or compliance with these Official Rules or the like may, in Sponsor's sole discretion, result in the immediate elimination of the entrant from the Promotion. Sponsor further reserves the right to disqualify any submission that it believes in its sole and unfettered discretion infringes upon or violates the rights of any third party or otherwise does not comply with these Official Rules.
- 12) **WAIVER:** Entrants hereby waive all rights to (i) claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of-pocket costs; and (ii) have damages multiplied or otherwise increased.
- 13) **LIMIT OF LIABILITY:** Sponsor is not responsible for electronic transmission or other errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry or submission information by Sponsor on account of technical problems or traffic congestion via mobile phone or otherwise. If, for any reason, the Promotion is not capable of running as planned, including without limitation due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, act of God, weather, war, terrorism, work stoppage, or other incident, termination, acts of other authorities, events disrupting the receipt of entries or the drawing or any other circumstances, or any other causes which corrupt or otherwise affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion or any portion thereof at any time, and for any reason without further obligation or advance notice. Sponsor reserves the right, but does not have any obligation, to select winners from eligible entries received as of the termination date. Sponsor further reserves the right to disqualify any individual who tampers with the entry process or the operation of the Promotion or acts in violation of these Official Rules or in an unsportsmanlike or disruptive manner. In addition, Sponsor reserves the right to change or amend start, end, drawing, and/or other dates, times, and procedures, and any other rules, modify or terminate this Promotion, interpret and administer the rules of this Promotion, grant exceptions Sponsor considers appropriate, make corrections to any errors in these Official Rules, and make determinations of any matter not fully or clearly addressed by these Official Rules, as Sponsor deems appropriate, in Sponsor's sole discretion.
- 14) **CAUTION:** Any attempt by an entrant to deliberately damage any associated website or undermine the legitimate operation of the Promotion in any manner is a violation of criminal and civil laws and should such an attempt be made or threatened, Sponsor reserves the right to seek monetary damages and any and all other remedies available at law, in equity or otherwise, including without limitation injunctive relief (without the requirement of posting bond), from any such entrant to the fullest extent of the law.
- 15) **SEVERABILITY:** If any provision of these Official Rules is held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.
- 16) **WINNERS' LIST:** For a copy of the winners' list, send a self-addressed, stamped envelope postmarked by December 24, 2022 to GoToKnow LLC, 27 Drydock Ave., 3rd Floor, Boston, Massachusetts 02210, Attention: iHealth® COVID-19 Antigen Rapid Test Winner's List Request.

17) **SPONSOR:** SPONSOR IS THE SOLE SPONSOR OF THE PROMOTION. AS A CONDITION OF ENTRY, ENTRANTS AGREE THAT (1) THE PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH iHEALTH® INSTAGRAM, FACEBOOK OR ANY OF THEIR RESPECTIVE AFFILIATES; AND (2) ANY QUESTIONS, COMMENTS OR COMPLAINTS REGARDING THE PROMOTION WILL BE DIRECTED TO SPONSOR, AND NOT TO iHEALTH®, INSTAGRAM, FACEBOOK OR ANY OF THEIR RESPECTIVE AFFILIATES.

PRIZES

Drawing Date	Prize 1
December 19, 2022	3 iHealth [®] COVID-19 Antigen Rapid Tests Value: \$56.97
December 21, 2022	3 iHealth [®] COVID-19 Antigen Rapid Tests Value: \$56.97
December 23, 2022	3 iHealth [®] COVID-19 Antigen Rapid Tests Value: \$56.97