



BETTERUP UPLIFT SWEEPSTAKES – OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. PROMOTION DESCRIPTION:

The BETTERUP UPLIFT SWEEPSTAKES ("Sweepstakes") begins on 2/4/2023 at 12:00 AM and ends on 2/14/23 at 11:59PM (the "Promotion Period").

The sponsor of this Sweepstakes is BetterUp, Inc. ("Sponsor"). By participating in the Sweepstakes, each Entrant unconditionally accepts and agrees to comply with and abide by these terms and conditions ("Rules") and the decisions of the Sponsor, which will be final and binding in all respects. Sponsor is responsible for the collection, submission or processing of Entries and the overall administration of the Sweepstakes. Entrants should look solely to Sponsor with any questions, comments or problems related to the Sweepstakes. Sponsor may be reached by mail at the address listed in Section 10 during the Promotion Period.

2. ELIGIBILITY:

Open to legal residents of the United States of America domiciled in any state other than Florida, New York or Rhode Island ("Eligible States") who have at least reached the age of eighteen (18) (the "Entrant"). Officers, directors and employees of Sponsor and its parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (the "Sweepstakes Entities"), are ineligible to enter the Sweepstakes or win a prize. This Sweepstakes is subject to all applicable federal and state laws and regulations and is void where prohibited or restricted by law. EXCLUDED STATES: Florida, New York, Rhode Island.

3. PRIZES:

Grand Prize: There are two (2) grand prizes available to be won, each consisting of one (1) ticket to attend the BetterUp Uplift Conference from March 7-8, including one (1) round trip tickets to San Francisco from anywhere in the continental USA to attend, three (3) nights of accommodation in San Francisco, and BetterUp branded merchandise (approximate retail value (ARV): \$2,750.00 each; \$5,500.00 collectively). All other expenses not specifically mentioned herein are solely the Winner's responsibility.

Prize cannot be transferred, redeemed for cash or substituted by the winner. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a prize described in these Rules is unavailable or cannot be



awarded, in whole or in part, for any reason. The approximate retail value of the prize represents Sponsor's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded. Sponsor makes no representation or warranty concerning the appearance, safety or performance of any prize awarded. Restrictions, conditions, and limitations may apply. Sponsor will not replace any lost or stolen prize items.

The Prize will only be awarded and/or delivered to an address in one of the Eligible States. All federal or state taxes, fees, and surcharges are the sole responsibility of the prize winner. Failure to comply with these Rules will result in forfeiture of the prize.

4. HOW TO ENTER:

Enter the Sweepstakes during the Promotion Period through one of the following: (1) purchase a D2C subscription during the Promotion Period to automatically be entered; (2) existing D2C subscribers will be sent a communication allowing an option to enter; or (3) mail in your entry as described below ("Eligible Entries"). Each Entrant is only eligible for one (1) single entry. Any attempt by Entrant to obtain additional Entries by using multiple/different addresses, identities, registrations, logins or any other methods will void Entrant's Entries and that Entrant may be disqualified. No third-party entry or entry through any sweepstakes service is permitted. Final eligibility for the award of any prize is subject to eligibility verification as set forth below. All Entries must be received by the end of the Promotion Period in order to participate.

To mail in your entry for the Sweepstakes send your request to the address listed in Section 10 in an envelope bearing sufficient postage, postmarked by the end of the Promotion Period and received by 2/14/23. Your mail-in entry must include your name, address, and contact e-mail as well as state your desire to enter the Sweepstakes.

5. WINNER SELECTION:

The winner of the Sweepstakes will be selected in a drawing from among all Eligible Entries received throughout the Promotion Period ("Potential Winner"). The drawing will be conducted about one (1) day after the Promotion Period by Sponsor or its designated representatives, whose decisions are final. Odds of winning will vary depending on the number of Eligible Entries received which comply with the requirements of these Rules.

6. WINNER NOTIFICATION:

Potential Winner will be notified by mail at the address provided to Sponsor approximately one (1) day after having been selected. The Potential Winner must accept the prize as directed by Sponsor within one (1) week of date of notification.



Sponsor is not responsible for any delay or failure to receive notification for any reason, including, without limitation, incorrect or illegible mailing address, technical difficulties, mail lost or delayed, or Potential Winner's failure to adequately monitor their mail.

Any Potential Winner notification not responded to or returned as undeliverable may result in prize forfeiture. Before being declared the winner, the Potential Winner will be required to sign and return an Affidavit of Eligibility, Release of Liability and a Publicity Release (collectively "the Prize Claim Documents"). If the Potential Winner either refuses to sign or does not return all the Prize Claim Documents then such Potential Winner will not be eligible to receive the prize and a new Potential Winner will be selected. No substitution or transfer of a prize is permitted except by Sponsor.

7. PRIVACY:

Any personal information supplied by you will be subject to the privacy policy of the Sponsor posted at <https://www.betterup.com/privacy-policy> and will be maintained in compliance with federal and state law. By entering the Sweepstakes, you grant Sponsor permission to share your name, address and any other personally identifiable information with the other Sweepstakes Entities for the purpose of administration and prize fulfillment. Further, you grant Sponsor permission to share your name for use in a publicly available winner list. Upon completion of the Sweepstakes and the determination of the winner, Sponsor will destroy any information collected solely for the operation of the Sweepstakes within six months.

8. LIMITATION OF LIABILITY:

Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof; (e) suspended or discontinued Internet, wireless or landline phone service; or (f) any injury or damage to participant's or to any other person's computer or mobile device which may be related to or resulting from any attempt to participate in the Sweepstakes or download of any materials in the Sweepstakes.

If, for any reason, the Sweepstakes is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. In such an event,



Sponsor will immediately suspend all drawings and prize awards, and Sponsor reserves the right to award any remaining prizes (up to the total ARV as set forth in these Rules) in a manner deemed fair and equitable by Sponsor. Sponsor will not have any further liability to any participant in connection with the Sweepstakes.

9. **DISPUTES:**

THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES AND CALIFORNIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, each Entrant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, will be resolved individually, without resort to any form of class action, exclusively before a court located in Minnesota having jurisdiction. Further, in any such dispute, under no circumstances will an Entrant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than such Entrant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes), and Entrant further waives all rights to have damages multiplied or increased.

10. **WINNER LIST/RULES:**

To submit a mail in entry, obtain a copy of the winner list or a copy of these Rules send your request along with a stamped, self-addressed envelope to:
BetterUp, Inc.

ATTN: Sweepstakes
3100 E 5th Street, Suite 350
Austin, TX 78702

Requests for the name of the winner must be received no later than two (2) weeks after the Promotion Period has ended.

11. **SPONSOR:**

BetterUp, Inc.