Contest Rules

NO PURCHASE (OR PAYMENT OF ANY KIND) IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW, INCLUDING IN ANY STATE WHERE REGISTRATION IS REQUIRED.

1. Eligibility

The Dream Retreat Challenge (the "Contest") is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Alo Yoga and other companies associated with the promotion of the Contest, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (i.e. parents, spouse, children, siblings, grandparents, step parents, step children and step siblings and their respective spouses, regardless of where they reside) and household members, whether or not related, of each such employee are not eligible to enter or win the Contest. The Contest is subject to federal, state, and local laws and regulations.

2. Sponsor

The Contest is sponsored by Alo Yoga, located at 9830 Wilshire Blvd, Los Angeles, California 90212.

3. Agreement to Official Rules

Participation in the Contest constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein. Should Sponsor, determine, in its sole discretion, that any Entrant (defined below) has violated any of the provisions in the Official Rules, Sponsor shall have no obligation to award anything to such Entrant. Sponsor reserves the right, in its sole discretion, to disqualify any Entrant it determines to be acting in violation of these Official Rules or any federal or state, law, rule or regulation. The Sponsor reserves the right, in addition to the right to disqualify such Entrant, to seek damages and other remedies from any such Entrant to the fullest extent permitted by law.

4. Contest Period

The Contest begins on January 01, 2022 at 12:00:01 AM PST and ends on January 31, 2022 at 11:59:59 PST (the "Contest Period"). Entries that are submitted before or after the Contest Period will be disqualified and destroyed.

5. How to Enter

To enter the Contest, an entrant ("Entrant") must, via a compatible web browser, visit the following website:

• <u>www.alomoves.com/alo-moves-you</u>

(the "Website"), at any time during the Contest Period and: (a) follow the on-screen instructions to register with Sponsor by completing all required fields on the Website and (b) electronically agree to the Official Rules in the manner specified on the Website. Upon completion of the entry, the Entrant will be automatically entered for a chance to win one of the Contest prizes subject to the Entrant satisfying the eligibility requirements of the Contest. Limit one entry per person or email address. If more than one entry per person or email address is received, only the first entry received will be eligible for, and entered in, the Contest. Any use of robotic, repetitive, automatic, programmed, sweepstakes service or similar entry methods or agents will void all entries made by, or associated with, the applicable Entrant. In the event of a dispute over who submitted an entry, the authorized account subscriber of the e-mail account provided in connection with the entry, as of the actual time of entry, will be deemed to be the Entrant. The "authorized account subscriber" is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization (e.g., a business or education institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. All entries become the property of Sponsor and will not be acknowledged or returned.

6. Prize Drawing

On or about February 04, 2022, the Sponsor will select potential winners in a random drawing from among all eligible entries received at the offices of Sponsor from all valid entries received during the Contest Period. The odds of being selected depend on the number of entries received. For example, if there are 5,000 eligible entries during the Contest Period, the odds of winning will be 1:5,000; if there are 10,000 eligible entries during the Contest Period, the odds of winning will be 1:10,000, and so on. The Sponsor will attempt to notify the potential winner via telephone or email on or about February 07, 2022. If the potential winner cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place at random from the remaining non-winning, eligible entries, which alternate potential winner will be subject to the same requirements as the initially selected prize winner.

7. Winner Notification

The potential winners will be notified by email, mail or phone. Each potential prize winner (parent/legal guardian if a minor in his/her state of residence) will be required to complete, electronically sign and submit a Declaration of Compliance within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, or fails to submit the Declaration of Compliance within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits the prize. If the potential winner is at least 18 but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian, who will be required to sign the Declaration of Compliance on the potential winner's behalf and fulfill any other requirements imposed on winner set forth herein. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for

any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries, which alternate winner will be subject to the same requirements as the initially selected prize winner. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Contest.

8. Prizes

There is one prize: a \$10,000 voucher toward a dream retreat of the Entrant's choosing.

The winner of the prizes may not substitute, assign or transfer any prize or redeem any prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute any prize (or any portion thereof) with one of comparable or greater value. Further, Sponsor reserves the right to forfeit or award any unclaimed or leftover prizes at its sole discretion. Additional restrictions may apply.

9. General Conditions

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Contest and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the Website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

10. Release and Limitations of Liability

By participating in the Contest, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone,

cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, the incorrect downloading of the application, the processing of entries application downloads or in any Contest-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Contest, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

11. Use of Information

By accepting the Prize, in addition to the permissions and other authorizations contained in the form of Declaration of Compliance to be signed by the prize winner, the prize winner consents to and gives Sponsor and any other party authorized by Sponsor the right to video and/or audio tape the prize winners with any item that is part of the prize or during any prize activity and to use, adapt, publish, display, develop and/or edit the prize winner's name, address (city or state only), voice, likeness, photograph, biographical information and/or statements about the Contest for publicity, advertising, trade and promotional purposes in any and all media now known or hereafter discovered, worldwide, and on the world wide web without review, notification or approval, and without additional compensation, in perpetuity, except where prohibited by law.

12. Taxes

All income, sales, use and other taxes (and the reporting thereof) imposed as a result of the award of a prize and any other fees or costs associated with a prize are solely the responsibility of each prize winner. It is each prize winner's responsibility to understand and abide by any federal, state, local and/or other applicable tax laws that may apply to receipt of a prize. Each prize winner may be required to provide certain tax information requested to enable the completion of applicable reporting forms before or upon receipt of a prize, including but not limited to an IRS 1099 Tax Form for the value of a prize and each prize winner agrees to fully cooperate with Sponsor p in conjunction with the issuance of IRS 1099 Tax Form.

13. Governing Law; Jurisdiction; Dispute Resolution

By completing the act of entering the Contest, each Entrant agrees that the Contest, and all issues, and questions and other matters concerning the construction, validity, interpretation and enforceability of these Official Rules, each Entrants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by the laws of California, USA, without reference to its conflict of laws principles, as well as all applicable federal, state and local laws and regulations. All issues, and questions and other matters concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed and constructed in accordance with the laws of California, USA. Each Entrant further agrees that (a) any and all disputes, claims and causes of action arising out of, or connected with, the Contest or the awarding of a prize shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Central District of California or the appropriate California State Court located in Los Angeles County, California; (b) any and all claims, judgments and awards shall be limited to actual outof-pocket costs incurred, including costs associated with entering the Contest but in no event shall include attorney's' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and each Entrant hereby waives all rights to, claim punitive, special, incidental, and consequential damages and any other damages, other than out-of-pocket expenses (excluding attorney's fees), and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

14. Non-Waiver; Severability

Failure by the Sponsor or its designated agent to enforce any term of these Official Rules shall not constitute a waiver of that provision. If any provision of these Official Rules is determined to be invalid or unenforceable, the remaining provisions of these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.

15. Amendment

Sponsor reserves the right to modify at any time and without prior notice the Official Rules for clarification and other non-substantive purposes without materially affecting the terms and conditions of the Contest.

16. Copy of Official Rules

For a copy of the Official Rules, please visit the following website: <u>www.alomoves.com/alo-moves-you</u>

or send a stamped, self-addressed envelope to: The Dream Retreat Challenge – "Official Rules" 9830 Wilshire Blvd. Beverly Hills, CA 90212

17. Winner's List

For a copy of the names of the prize winners, send a stamped, self-addressed envelope to: The Dream Retreat Challenge – "Winner's List" c/o, Alo Yoga 9830 Wilshire Blvd. Beverly Hills, CA 90212

The names of the prize winners will be available after [February 26, 2021].

18. Privacy

Information collected from entrants is subject to Sponsor's privacy policy.