

**THE 5-hour ENERGY® FLAVOR VOTE SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. MESSAGE & DATA RATES MAY APPLY.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

1. **SWEEPSTAKES ENTRY PERIOD: The 5-hour ENERGY® Flavor Vote Sweepstakes** (the "Sweepstakes") begins at 12:00:01 AM Eastern Standard Time ("EST") on Tuesday, March 1, 2022 and ends at 11:59:59 PM Eastern Daylight Time ("EDT") on Thursday, June 30, 2022 (the "Sweepstakes Period"). EST and EDT are collectively referred to herein as "ET".

2. **ELIGIBILITY:** The Sweepstakes is open to legal residents of the 50 United States, including the District of Columbia, who are age 18 or older and the age of majority in their state of residence (19 or older in Alabama and Nebraska; 21 or older in Mississippi) at the time of entry. Void in Puerto Rico, Guam, the U.S. Virgin Islands, all other U.S. territories and possessions, outside the U.S., and wherever else prohibited by law. Employees of Living Essentials, LLC (the "Sponsor"), US Sweepstakes & Fulfillment Company (the "Sweepstakes Administrator) and their respective subsidiaries, affiliates, shareholders, directors, officers, members, successors, agents, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

3. **HOW TO ENTER:**
 - During the Sweepstakes Period, eligible entrants must visit the Promotion Website by visiting **5HEVOTE.com** (the "Promotion Website") or texting the keyword "**5HEVOTE**" to shortcode **467467** to receive an automatic reply, via text message, with a link to the Promotion Website. **MESSAGE & DATA RATES MAY APPLY.** Reply STOP to 467467 to stop receiving text messages or reply HELP to 467467 for help.
 - Upon visiting the Promotion Website, eligible entrants must follow the instructions to register for the Sweepstakes by completing and submitting the registration form in its entirety and then following the instructions to submit their vote for the new 5-hour ENERGY® flavor (the "Vote"). By completing the registration form and submitting a Vote, eligible entrants will receive one (1) entry into the sweepstakes (the "Online Entry"). Each day thereafter, for the remainder of the Sweepstakes Period, eligible entrants may return to the Promotion

Website, provide their email address and submit a Vote to receive one (1) additional Online Entry into the Sweepstakes.

There is a limit of one (1) Online Entry per person per day. Any additional attempts to receive an Online Entry, excluding the Bonus Entries described below, will be void and ineligible. For the purposes of this Sweepstakes, a “day” is defined as the twenty-four (24) hour time period commencing at 12:01 AM ET, and ending at 11:59 PM ET. Although the Sponsor and/or Sweepstakes Administrator may receive a participant’s subsequent attempts to receive an Online Entry on a given day, only the first complete Online Entry received from a particular participant on that day will be eligible; subsequent attempts by the same person to enter during that same day (excluding Bonus Entries as described below), including entries submitted with an alternate email address, will be disqualified. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply. **Online Entries must be received between 12:00:01 AM ET on Tuesday, March 1, 2022 and 11:59:59 PM ET on Thursday, June 30, 2022. Important Notice for text message method of entry. Message and data rates may apply.** Entrant’s wireless service provider may charge entrant for data usage, and entrant shall be responsible for any and all costs associated with this form of entry. Please consult your wireless service provider regarding their pricing plans. Entrant must be a wireless service subscriber with data usage and text messaging service, using a participating service provider in order to enter via this method. Not all wireless phone providers carry the necessary service to participate. Check your phone and service capabilities for specific mobile internet instructions.

How to receive Bonus Entries:

- A. **Bonus Entry Method #1: Twitter Share Bonus Entry.** Upon submitting an Online Entry, entrants will have the opportunity to refer the Sweepstakes to friends by publishing a tweet from his/her personal Twitter account (the “Twitter Share”). The first time an entrant refers the Sweepstakes to friends via a Twitter Share, the entrant will receive one (1) bonus entry into the Sweepstakes (the “Twitter Share Bonus Entry”). **There is a limit of one (1) Twitter Share Bonus Entry per person.** Entrants will NOT receive additional Twitter Share Bonus Entries via Twitter Share after the entrant’s first Twitter Share is published. Any additional attempts to receive more than the allotted number of Twitter Share Bonus Entries will be void and ineligible. **Twitter Share Bonus Entries must be received between 12:00:01 AM ET on Tuesday, March 1, 2022 and 11:59:59 PM ET on Thursday, June 30, 2022.**
- B. **Bonus Entry Method #2: Purchase Bonus Entry:** Upon submitting an Online Entry, entrants will have the opportunity to earn bonus entries into the Sweepstakes by submitting a valid purchase receipt, as described below.

- Step One: During the Sweepstakes Period, purchase either one (1) single 5-hour ENERGY® product (bottle or can) or any multi-pack 5-hour ENERGY® product (bottle or can) (the “Qualifying Product”).
- Step Two: Collect your original, itemized, store-identified purchase receipt dated between 3/1/22 and 6/30/22 and underline, circle or otherwise highlight the Qualifying Product on the receipt (the “Receipt”). Keep your Receipt. Sponsor reserves the right to require a participant to provide original Receipt for verification purposes upon request. **Each Receipt submitted must be unique and there is a limit of ten (10) Purchase Bonus Entries per unique Receipt, regardless of the number of Qualifying Products indicated on the Receipt.**
- Step Three: Take a photo of the Receipt (the “Receipt Photo”). The Receipt Photo must clearly show store where purchased, purchase date and the Qualifying Product purchased. Receipt Photo must be in .jpg or .png format and should be no larger than 5 megabytes (5MB).
- Step Four: After submitting an Online Entry, follow the on-screen instructions to provide the name of the store where you purchased the Qualifying Product and upload the Receipt Photo to receive ten (10) bonus entries into the Sweepstakes (each, a “Purchase Bonus Entry”).
- After receiving a Purchase Bonus Entry, the Promotion Website will ask if you would like to submit an additional Receipt to receive ten (10) additional Purchase Bonus Entries. To submit an additional Receipt and receive an additional ten (10) Purchase Bonus Entries, follow the instructions to provide the name of the store where you purchased a separate Qualifying Product and upload that Qualifying Product’s Receipt Photo to receive ten (10) additional Purchase Bonus Entries. **You may repeat this process to receive up to fifty (50) Purchase Bonus Entries per day with a limit of up to five hundred (500) total Purchase Bonus Entries per person during the Sweepstakes Period. Each Receipt submitted must be unique and there is a limit of ten (10) Purchase Bonus Entries per unique Receipt, regardless of the number of Qualifying Products indicated on the Receipt.** Attempts to gain additional Purchase Bonus Entries by submitting a Receipt that has already been submitted to the Sweepstakes will be disqualified. Only valid Receipts and Receipt Photos will be accepted and are subject to verification and will not be returned. Any additional attempts to receive more than the allotted number of Purchase Bonus Entries will be void and ineligible. **Purchase Bonus Entries must be received between 12:00:01 AM ET on Tuesday, March 1, 2022 and 11:59:59 PM ET on Thursday, June 30, 2022.**

- C. **Bonus Entry Method #3: Free, Alternate Method of Entry (“Mail-In Bonus Entry”):** To receive ten (10) bonus entries without purchase, clearly hand-print your name, complete address, email address and phone number on a sheet of paper and mail that sheet of paper in an addressed envelope (the “Mailed Entry”) to: The 5-hour ENERGY® Flavor Vote Sweepstakes, PO Box 776, Social Circle, GA 30025-776. Each Mail-In Entry will earn ten (10) bonus entries into the Sweepstakes (each, a “Mail-In Bonus Entry”). **You may repeat this process to receive up to fifty (50) Mail-In Bonus Entries per day with a limit of up to five hundred (500) total Mail-In Bonus Entries per person during the Sweepstakes Period. Mailed Entries must be mailed separately and must be postmarked between Tuesday, March 1, 2022 and Thursday, June 30, 2022 and received by Thursday, July 7, 2022.** Photocopied, illegible, or mechanically reproduced mailed entries are not eligible. Sponsor is not responsible for lost, late, damaged, misdirected or postage-due mailed entries. Any additional attempts to receive more than the allotted number of Mail-In Bonus Entries will be void and ineligible.
- D. **Bonus Entry Method #4: Create Your Own 5-hour ENERGY® Flavor Bonus Entry:** Upon submitting an Online Entry, entrants will have the opportunity to receive one (1) bonus entry into the Sweepstakes by following the instructions to recommend a new 5-hour ENERGY® flavor for the Sponsor’s consideration (the “Create Your Own Flavor Bonus Entry”). **There is a limit of one (1) Create Your Own Flavor Bonus Entry per person per day.** Any additional attempts to receive more than the allotted number of Create Your Own Flavor Bonus Entries will be void and ineligible. **Create Your Own Flavor Bonus Entries must be received between 12:00:01 AM ET on Tuesday, March 1, 2022 and 11:59:59 PM ET on Thursday, June 30, 2022.** Entrants understand that by recommending a new 5-hour ENERGY flavor, Entrant grants the right to use the suggested flavor or flavor name without further approval. BY SUBMITTING A CREATE YOUR OWN FLAVOR BONUS ENTRY, ENTRANT AGREES THAT SUCH ENTRY, COMMUNICATIONS OR SUBMISSIONS, CREATIVE SUGGESTIONS, IDEAS, NOTES, CONCEPTS OR OTHER MATERIALS (“SUBMISSIONS”) THAT ENTRANT MAY SUBMIT TO SPONSOR IN CONNECTION WITH THIS SWEEPSTAKES ARE DEEMED TO BE NON-CONFIDENTIAL AND NON-PROPRIETARY AND SPONSOR SHALL HAVE NO OBLIGATION OF ANY KIND WITH RESPECT TO SUCH SUBMISSIONS. SPONSOR SHALL BE FREE TO EDIT, EXPLOIT, MODIFY, PUBLISH, REPRODUCE, USE, DISCLOSE, DISSEMINATE AND DISTRIBUTE THE SUBMISSIONS TO OTHERS WITHOUT LIMITATION IN ANY AND ALL MEDIA NOW KNOWN OR NOT CURRENTLY KNOWN, THROUGHOUT THE WORLD IN PERPETUITY FOR ANY PURPOSE WITHOUT COMPENSATION, PERMISSION OR NOTIFICATION TO ENTRANT OR ANY THIRD PARTY. ENTRANT HEREBY GRANTS TO THE SPONSOR AND ITS LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, ALL RIGHTS IN PERPETUITY THE SUBMISSIONS IN ANY FORM OR FORMAT AND TO

MODIFY THE SAME, AND ACKNOWLEDGES AND AGREES THAT IF SPONSOR DOES USE THE SUBMISSIONS ENTRANT SHALL NOT BE ENTITLED TO ANY CREDIT, CONSIDERATION, NOTICE OR PAYMENTS OF ANY KIND, EXCEPT AS EXPRESSLY PROVIDED HEREIN. ENTRANT WAIVES ANY MORAL RIGHTS HE OR SHE MAY HAVE TO THE SUBMISSIONS AND AGREES THAT IF SPONSOR ELECTS TO USE SUBMISSIONS FOR ANY PURPOSE, ALL RIGHTS UNDER COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS THAT MAY RESULT FROM THAT RELATING TO ENTRANT'S SUBMISSIONS OR FROM USE OF THE SAME BY SPONSOR SHALL BE THE SOLE PROPERTY OF SPONSOR. Entrants understand that any recommended 5-hour ENERGY® flavor submitted to Sponsor may or may not be used by Sponsor and that the Sponsor reserves the right to change any submission. Your submission shall not be subject to any obligation of confidence on the part of the Sponsor, and its respective agents, subsidiaries, affiliates, partners or third-party service providers and their respective directors, officers and employees. Under no circumstances shall the Sponsor and/or its affiliates be liable for any damages or injury, including any direct, special, incidental, consequential, punitive or other damages, that may result from the use of, or inability to use, the submission.

- E. **Bonus Entry Method #5: Facebook Comment Bonus Entry:** During the Sweepstakes Period, @5hourEnergyShot will periodically post on Facebook inviting participants to comment on the post to receive a bonus entry (each, a “@5hourEnergyShot Post”). To receive one (1) bonus entry, look for a qualifying @5hourEnergyShot Post on Facebook and follow the instructions to comment on the post to receive one (1) bonus entry into the sweepstakes (the “Facebook Comment Bonus Entry”). **There is a limit of one (1) Facebook Comment Bonus Entry per person per @5hourEnergyShot Post with a maximum of eight (8) total Facebook Comment Bonus Entries per person.** Any additional attempts to receive more than the allotted number of Facebook Comment Bonus Entries will be void and ineligible. **Facebook Comment Bonus Entries must be received between the posting of the @5hourEnergyShot Post and 11:59:59 PM ET on Thursday, June 30, 2022.**
- F. **Bonus Entry Method #6: Instagram Comment Bonus Entry:** During the Sweepstakes Period, @5hourEnergy will periodically post on Instagram inviting participants to comment on the post to receive a bonus entry (each, a “@5hourEnergy Post”). To receive one (1) bonus entry, follow @5hourEnergy on Instagram, look for a qualifying @5hourEnergy Post and follow the instructions to comment on the post to receive one (1) bonus entry into the sweepstakes (the “Instagram Comment Bonus Entry”). **There is a limit of one (1) Instagram Comment Bonus Entry per person per @5hourEnergy Post with a maximum of eight (8) total Instagram Comment Bonus Entries per person.** Any additional attempts to receive more than the allotted

number of Instagram Comment Bonus Entries will be void and ineligible. **Instagram Comment Bonus Entries must be received between the posting of the @5hourEnergy Post and 11:59:59 PM ET on Thursday, June 30, 2022.**

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Twitter, Facebook or Instagram. Multiple participants are not permitted to share the same Twitter account, Facebook account or Instagram account. Sponsor may not receive Facebook or Instagram Comment Bonus Entries from users with “protected” accounts or profiles that are not public (i.e. user has set the Account so that only people the user has approved can view updates).

Create Your Own Flavor Bonus Entries, Facebook Comment Bonus Entries and Instagram Comment Bonus Entries must comply with the following minimum guidelines to be eligible.

- Entry cannot be profane, pornographic, sexually explicit or suggestive or contain nudity.
- Entry cannot be violent or promote firearms/weapons.
- Entry cannot defame, misrepresent or contain disparaging remarks about people, brands, products or companies.
- Entry cannot contain content that defaces or depicts any person, brand, product or company in a negative or inappropriate manner.
- Entry cannot be obscene or offensive, endorse any form of hate or hate group or be derogatory to any ethnic, racial, gender, religious, professional or age group.
- Entry cannot reference or contain materials embodying copyrighted images, names, likenesses or other indicia identifying any brand, products, company or person, living or dead, without permission.
- Entry cannot communicate messages or images inconsistent with the positive images and/or goodwill to which the Sponsor wishes to associate.
- Entry cannot depict illegal activity and cannot itself be in violation of any law.
- Entry cannot in any way reference persons or organizations without written permission from any person or organization whose name or likeness is used.
- Entry may not violate the right of privacy or publicity of any person.
- Entry cannot include content that will give rise to claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party.

Online Entry, Twitter Share Bonus Entry, Purchase Bonus Entry, Mail-In Bonus Entry, Create Your Own Flavor Bonus Entry, Facebook Comment Bonus Entry and Instagram Comment Bonus Entry are collectively referred to herein as “Entry” or “Entries”. All entries become the property of the Sponsor and will not be returned or acknowledged. All methods of entry have an equal chance of winning.

Entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy, which can be found at <https://5hourenergy.com/privacy-notice/>.

- 4. PRIZES/APPROXIMATE RETAIL VALUE ("ARV")/ODDS:** There are five (5) Grand Prizes available to be won. Each Grand Prize winner will receive a trip package to winner's choice of location up to \$10,000 in value. Trip package may include flights, car rental, ground transportation, hotel, cruise, tickets for activities and events (if available) and cash allowance of up to \$1,000. The total maximum ARV of each Grand Prize is: \$10,000. The difference in value of the actual trip package and the ARV will not be awarded.

Odds of winning will depend upon the total number of eligible Entries received.

- 5. RANDOM DRAWING:** The winners will be selected in a random drawing on or about Monday, July 11, 2022 from among all eligible Entries received during the Sweepstakes Period by the Sweepstakes Administrator, an independent representative of the Sponsor whose decisions are final.
- 6. WINNER NOTIFICATION & VERIFICATION:** The potential Grand Prize winners will be notified via email and/or phone, and will be required to sign and return, within five (5) days of notification, an Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). These Releases will require the Grand Prize winner to furnish his/her Social Security Number for the purpose of tax reporting, as required by law. Travel companion of winner will also be required to sign a Travel Companion Liability & Publicity Release. Noncompliance will result in disqualification and an alternate winner may be selected.

If a prize notification or prize is returned as undeliverable, or if a winner is found to be ineligible or not in compliance with these Official Rules that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing. If Sponsor is unable to determine and verify a potential winner after repeated alternate drawings or if Sponsor fails to receive a sufficient number of entries to correspond to the number of prizes available to be awarded, Sponsor reserves the right to not award such prize(s).

- 7. PRIZE CONDITIONS:** Prizes are not redeemable for cash, assignable, transferable and may not be substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value at its discretion. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

All travel related expenses, including but not limited to, taxes, gratuities, incidentals, upgrades, insurance, service charges,

airport surcharges, departure taxes, hotel, resort or property fees, luggage fees, food & beverage and personal expenses are the sole responsibility of prize winner and/or his/her travel companion(s). Winner and travel companion(s) must travel on same itinerary.

Winner and travel companion(s) must have valid photo ID and any other required documentation prior to departure. Travel is subject to availability. Trip must be booked three (3) months in advance and is only available until July 31, 2023. Travel arrangements must be made through an agent of the Sponsor and are subject to availability.

Grand Prize winners and their travel companions are responsible for obtaining any travel insurance (and all other forms of insurance) that they may wish to obtain (at their own expense) and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance.

Photo identification and credit card or cash deposit may be required at any time for incidental charges (e.g., room service, use of telephone/IT services, laundry and all other optional extra services not provided in the Grand Prize). All reservations are based on availability and all holidays are excluded. Blackout dates, advance booking requirements and travel restrictions may apply. Availability is subject to factors such as weather, seasonality and space availability. If weather or other incident or conditions beyond the control of the Sponsor affects the ability for winner and his/her travel companion to redeem any portion of prize during the scheduled date and time, then the Sponsor shall have no further obligation to the winner and/or travel companion other than to supply the remaining elements of the prize package minus the unused portion of prize. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. Sponsor is not liable for expenses incurred as a consequence of flight cancellation/delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other prize element except at the sole and absolute discretion of Sponsor. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by airline carrier as detailed in the passenger ticket contract. The passenger contracts in use by the airline or other transportation companies shall constitute the sole contracts with respect to the prize winner's and his/her travel companion(s)'s transportation and such contracts shall be solely between the prize winner, his/her travel companion(s) and such transportation companies. Trip components issued in connection with the prize may not be eligible for frequent flyer miles, other rewards programs or upgrades. If for any reason whatsoever, winner and/or travel companions are unable to travel after all travel arrangements have been made and paid, the Sponsor shall have no further obligation to the winner. If Grand Prize is forfeited prior to Sponsor finalizing and paying for travel, and there is sufficient time to notify an

alternate winner, the prize will be awarded to an alternate winner in a separate random drawing from among all non-winning eligible entries. Winners and travel companions are responsible for obtaining the proper travel documentation (e.g., valid photo ID and/or passport with a minimum validity 6 months after the date of return) prior to travel. Winner's travel companion(s) must be legal U.S. resident, 18 years or older and the age of majority in his/her state of residence, unless Travel Companion is a child of the winner. Travel Companion must complete and return a Travel Companion Liability & Publicity Release prior to travel as noted above. If winner's travel companion is deemed a minor in his or her state of primary residence, Grand Prize winner must be minor travel companion's parent or legal guardian and must execute the Travel Companion Liability Release on the minor travel companion's behalf, as applicable.

In the event a winner or his/her travel companion(s) engages in behavior that, as determined by the Sponsor in its sole discretion, is obnoxious or threatening, illegal, that is intended to annoy, abuse, threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image, and/or customer goodwill of Sponsor or any of Sponsor's services, products, trademarks, service marks, or logos, Sponsor reserves the right to terminate the trip early, in whole or in part, and send the winner and/or his/her travel companion(s) home with no further obligation or compensation whatsoever to winner and/or travel companion(s). In the event a winner and/or travel companion(s) engages in behavior during travel that (as determined by Sponsor in its sole discretion) is illegal, tortious, or subjects winner to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by winner as a result of such conduct. **SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE PRIZE OR ANY OTHER ASPECT OF GRAND PRIZE WINNER'S ACCEPTANCE OR USE OF THE PRIZE.**

Grand Prize winners are responsible for all federal, state, local and income taxes associated with winning prize. Grand Prize winners will be required to furnish his/her Social Security Number for the purpose of preparation of tax forms as required by law.

Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

8. GENERAL: Participating entrants agree to these Official Rules and the decisions of the Sponsor and the Sweepstakes Administrator, and release

the Sponsor, the Sweepstakes Administrator, Twitter, Facebook, Instagram and their affiliated companies, parents, and all other businesses involved in this Sweepstakes, as well as the employees, officers, members, founders, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the Sweepstakes, and the acceptance and use/misuse of the prizes offered. Participating entrants assume all liability for and Released Parties shall be held harmless against any liability for any injury, losses or damages of any kind to persons, including personal injury or death, or injury to property caused or claimed to be caused in whole or in part, directly or indirectly, by participation in this Sweepstakes, acceptance, possession, or use/misuse of the prize, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prizes.

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the email account, Facebook account or Instagram account from which the entry is submitted. Authorized Account Holder means the natural person to whom the email account, Facebook account or Instagram account is registered. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email account, Facebook account or Instagram account associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, 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 of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify

any suspect entries or individuals from the Sweepstakes and any sweepstakes it sponsors and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS (INCLUDING COVID-19), COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY (INCLUDING LOCKDOWNS OR STAY-AT-HOME ORDERS), OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE. FURTHER, SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, CHANGES IN SERVICE OR ACCOMMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, INCLUDING AIR CARRIER(S) AND OTHER TRANSPORTATION COMPANIES; LODGING, RESTAURANT OR OTHER HOSPITALITY PROVIDERS; ENTERTAINMENT PROVIDERS, VENUES OR ARTISTS; OR OTHER THIRD PARTY PROVIDERS SUPPLYING ANY SERVICES OR COMPONENTS OF THE PRIZE(S) TO WINNERS AND/OR THEIR GUESTS, OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

9. LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

10. **GOVERNING LAW AND 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 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 Michigan, 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; (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 HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

- 11. DISPUTES:** The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Oakland County, Michigan 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 Oakland County, Michigan. 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 a/ny 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 Oakland County, Michigan.

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.

12. **PRIVACY:** As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties, including Sweepstakes Administrator, for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. 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. Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at <https://5hourenergy.com/privacy-notice/>.
13. **OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, see 5HEVote.com or send a self-addressed, stamped envelope by July 11, 2022, to: **The 5-hour ENERGY® Flavor Vote Sweepstakes Official Rules Request**, PO Box 654, Social Circle, GA 30025-654.
14. **WINNER CONFIRMATION REQUEST:** For a written confirmation of the winners (available after July 11, 2022), send a stamped, self-addressed envelope (no later than August 11, 2022), to: **The 5-hour ENERGY® Flavor Vote Sweepstakes Winner Confirmation Request**, PO Box 654, Social Circle, GA 30025-9998.
15. **SPONSOR:** Living Essentials, LLC, 38955 Hills Tech Drive, Farmington, MI 48331.
16. **SWEEPSTAKES ADMINISTRATOR:** US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625. 1-800-620-6044

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