

## OFFICIAL RULES FOR “NOXX Sweepstakes”

### NO PURCHASE NECESSARY TO ENTER OR WIN.

**SWEEPSTAKES PERIOD:** The **NOXX Sweepstakes** (this “Sweepstake”) begins on 6/13/22 at 9:00 a.m. Eastern Standard Time (“EST”) and ends on 8/12/22 at 9:00 p.m. EST (the “Sweepstakes Period”).

**HOW TO ENTER:** There are 2 ways to enter

- Individuals can enter by joining myNOXX Rewards as of the close of the Sweepstakes Period.
  - To join myNOXX Rewards, visit NOXX.com and fill out required fields. There is no monetary cost to join myNOXX Rewards.
  - Entrant will earn 1 virtual tickets upon joining myNOXX Rewards
  - Entrant will earn 3 additional virtual tickets for each referral that also joins myNOXX Rewards
  - Entrant will earn 10 additional virtual tickets when five referrals also join myNOXX Rewards.
  - There is a limit to of 100 virtual tickets a person can receive
- Joining myNOXX Rewards is not necessary.
  - Entrant may email [infox@NOXX.co](mailto:infox@NOXX.co) with “NOXX Sweepstakes” in subject line
  - Include name, date of birth, phone number
  - Bots are not allowed to email multiple entries, but an individual can email up to 100 times to receive 100 entries.

To join myNOXX Rewards, visit NOXX.com and fill out required fields. All entries become the sole property of NOXX and will not be returned. The entry must fulfill all Eligibility Requirements to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of NOXX. Fraudulent entries will be void. By entering you are providing your information to NOXX.

**AGE RESTRICTIONS:** This Sweepstakes is open to persons 21 years of age or older.

**ELIGIBILITY:** This Sweepstakes is open to only those who (a) follow the Sweepstakes rules outlined here, (b) are 21 years of age or older, and (c) are legal residents of the state of Michigan; provided that employees of NOXX and each of their respective parents, subsidiaries, limited liability and affiliated companies, and advertising and promotion agencies, and each of their respective family members (parent, child, spouse, sibling and their respective spouses, regardless of where they reside), and members of their households, whether or not related, are not eligible to enter or win (collectively, the “Eligibility Requirements”). This Sweepstakes is subject to all applicable federal, state and local laws. Void where prohibited by law.

**WINNER SELECTION:** There will be 1 winner for each of the prizes. Winners will be selected throughout the Sweepstakes Period, and will be randomly selected under the supervision of NOXX from among all eligible entries. All decisions on winning entries will be made by NOXX and are non-negotiable and final. Odds of winning depend on the number of eligible entries received. A timely Entry is eligible for all applicable Drawing Dates. A

Selected Winner will have that entry removed but the winner's other timely Entry is eligible for all applicable Drawing Dates.

**WINNER NOTIFICATION:** The potential winners will be contacted the week following each weeks' random drawing via phone call or text message (standard messaging rates apply). The potential winner must respond to such notification within one (1) day and provide an email to receive further prize collection instructions. NOXX shall have NO liability for any potential winner's failure to receive notices due to security settings or for such potential winner's provision of incorrect or otherwise non-functioning contact information. The potential winner may be required to execute and return an affidavit of eligibility, a publicity release (except where prohibited), a liability release and a copy of his/her valid personal identification card bearing his/her photograph, name, age, and address within one (1) day of date of issuance. Return of prize or prize notification as undeliverable, failure to sign and return requested documentation within the specified time period, the inability of NOXX to contact a potential winner within a reasonable time period or noncompliance with these Official Rules by any potential winner will result in disqualification and, at NOXX's sole discretion, select another winner at random from the remaining eligible entries.

**PRIZES:** Each week during the Sweepstakes Period, a maximum of one (1) winner will receive each prize as outlined below.

Drawing Date	Prize	Estimated Retail Value
7/8/2022	Oculus Virtual Reality Headset	\$499.99
7/15/2022	\$1,000 Gas Gift Card	\$1,000.00
7/22/2022	Breakaway Festival Friday VIP Space Deck Table for 8 people	\$4,350.00
7/29/2022	Free Cannabis Flower for a year (7g / Week)	\$2,000.00
8/5/2022	Free Cannabis Flower for a year (7g / Week)	\$2,000.00
8/12/2022	\$5,000 Cash	\$5,000.00
8/19/2022	\$10,000 Cash	\$10,000.00

All applicable federal, state and local taxes, any other expenses associated with prize acceptance and use not specifically listed herein as being provided are the responsibility of each winner. NOXX will issue an IRS 1099 form to the winner(s) if applicable. Prizes are awarded "as is" with no warranty or guarantee, either expressed or implied by NOXX. No substitution, transfer or cash redemption of prizes is permitted, except by NOXX, which reserves the right to substitute a prize (or portion thereof) with one of comparable or greater

value. Total Estimated Retail Value is \$24,849.99. All prize details are at NOXX's sole discretion.

**GENERAL CONDITIONS:** By entering this Sweepstakes and/or accepting any prize, entrant agrees: (1) to release, discharge and hold harmless NOXX, and its respective parent, subsidiaries, limited liability and affiliated companies, advertising and promotion agencies, and each of their respective shareholders, officers, directors, employees, members, agents and assigns, (collectively, the "Released Parties") from liability of any kind or nature for any loss, claims, damages, or injuries of any kind resulting in whole or in part, directly or indirectly from entrant's participation in this Sweepstakes or from the acceptance and use/misuse of any prize; and (2) to abide by, and be bound by these Official Rules and the decisions of the NOXX relating to participation in this Sweepstakes, selection of winners and awarding of prizes, which shall be final. Acceptance of any prize constitutes permission for NOXX to use winner's name, biographical information, city and state of residence, voice, photograph, image and/or likeness for advertising, promotional and other purposes in any and all media now known or hereafter devised, worldwide, in perpetuity, without further compensation, notification or permission from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so, unless prohibited by law. Released Parties are not responsible for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with this Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of this Sweepstakes, the processing of entries, the announcement of the prize[s], or in any Sweepstakes-related materials. 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 this Sweepstakes. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of this Sweepstakes or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by NOXX, will be disqualified and all associated entries will be void. Should any portion of this Sweepstakes be, in NOXX's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the NOXX, corrupt or impair the administration, security, fairness or proper play, or submission of entries, or should this Sweepstakes be unable to run as planned for any other reason, NOXX reserves the right at its sole discretion to suspend, modify or terminate this Sweepstakes and, if terminated, at its discretion, select the potential winner[s] in a random drawing from among all eligible, non-suspect entries received prior to action taken. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, NOXX RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEY FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL

**PROSECUTION.** In the event of a dispute regarding entries received from multiple users having the same account, the authorized subscriber of the account at the time of entry will be deemed to be the entrant and must comply with these Official Rules. "Authorized account subscriber of the account" is the natural person who is assigned the address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning addresses.

**FORUM Selection:** This Sweepstakes shall be governed by the laws of the State of Michigan, without regard to the conflict of law provisions. Each entrant knowingly and voluntarily intends and agrees that (i) the mandatory, exclusive venue for any action in any way related to or arising out of this Sweepstakes or prizes awarded shall be resolved individually without resort to any form of class action and shall be in the state courts in and for Oakland County, Michigan; and (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering any Sweepstakes, but in no event attorneys' fees. Each entrant hereby knowingly and voluntarily waives any and all objections to venue and personal jurisdiction in the foregoing, and submit themselves thereto. Each entrant hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the aforementioned courts shall have in personam jurisdiction and venue over them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Sweepstakes.

**CLASS ACTION WAIVER:** Each party agrees that an arbitrator, judge, magistrate or other similar authority may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. **You agree to waive any right to a jury trial or to participate in a class action.**

**WINNERS' LIST:** The winners' names may be posted on NOXX's website, Facebook, Twitter, LinkedIn and/or Instagram accounts.

**SPONSOR:** This Sweepstakes is hosted by **NOXX**, having its principal place of business at PO Box 1927 Birmingham, MI 48012.

#### **MISCELLANEOUS:**

- Cannabis is for use by individuals 21 years of age or older, and for registered qualifying patients only.
- Keep Cannabis out of the reach of children.
- It is illegal to drive a motor vehicle while under the influence of cannabis.
- National Poison Control Center 1-800-222-1222.
- Use by pregnant or breastfeeding women, or by women planning to become pregnant, may result in fetal injury, preterm birth, low birth weight, or developmental problems for the child.