

No Race Petition Sweepstakes
“Official Rules”

NO PURCHASE NECESSARY TO ENTER OR WIN.

A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

1. **Eligibility:** The Human EQ Sweepstakes (the “Promotion”) is open only to legal residents of the 50 United States (excluding New York, Rhode Island and Florida) and the District of Columbia (the “Territory”) who are 18 years of age or older and located in the Territory at the time of entry. Human EQ Foundation, Inc. (“Sponsor”), Human EQ, LLC (“Promotion Administrator”), and their respective parents, subsidiaries and affiliated companies, retailers, sales representatives (excluding marketing affiliates), dealers, distributors, licensees and the advertising, fulfillment, judging and promotion agencies involved in the development and administration of this Promotion and each of their respective officers, directors, attorneys, employees and agents (collectively, “Promotion Parties”), and their immediate family members and persons living in the same households of each (whether related or not) are not eligible to participate. The Promotion is subject to all applicable federal, state and local laws and is void outside the Territory and where prohibited by law. By participating in this Promotion, entrants (and their parents or legal guardians if entrants are deemed minors in the jurisdictions in which they reside) agree to abide by and be bound by these Official Rules and decisions of the Promotion Administrator, which shall be final in all matters relating to the Promotion. If an entrant is a minor, s/he must have the consent of a parent or legal guardian to participate in the Promotion. Sponsor or Administrator will require proof of written consent at any time and in any manner they deem appropriate.

2. **Promotion Period:** The Promotion begins at 12:00 a.m. Mountain Standard Time (“MST”) on March 15, 2019 and ends at 11:59 p.m. MST on November 28, 2019 (the “Promotion Period”).

3. **How to Enter:**
 - a. **Online Entry:** During the Promotion Period, go to www.humaneq.us (“Website”) and make a donation or purchase one or more products during the Promotion Period. Follow the on-screen directions, complete all required registration fields and submit to enter (“Online Entry”). Entrants must complete all required information. RECEIVE ONE ENTRY FOR EVERY ONE DOLLAR (\$1.00) DONATED or SPENT (not including shipping).

 - b. **Mail-in Entry:** To obtain an entry without making a purchase, you must mail to the Sponsor: a (1) 4” x 6” index card that contains your name, address, email address, birth date, telephone number; and (2) a handwritten original 100-word essay on any topic related to racism in the United States. We will discard and destroy all essays after the drawing. We will not use them in any manner other than to count it as an entry. All Mail-in Entries must be mailed to PO Box 540397, North Salt Lake City, UT 84054. Mail entries must be handwritten, mailed individually in separate envelopes, and postmarked no later than November 1, 2019. There is no limit to how many times you may enter via mail except that you must include a unique 100-word essay with each entry. You may not copy any portion of a prior essay, whether it was written by you or a third person. Mail-in entries that are not in the format specified above, illegible, inaccurate, incomplete, or reproduced via photocopier or otherwise are void and will

be discarded. Proof of submission does not constitute proof of receipt. Sponsor is not responsible for Mail-in entries that are or become lost, late, illegible, mutilated, misdirected, damaged, incomplete, incomplete, incorrect, inaccurate or postage-due.

TOTAL LIMIT OF TWO HUNDRED (200) ENTRIES PER PERSON/EMAIL ADDRESS/HOUSEHOLD OR MAILING ADDRESS REGARDLESS OF METHOD OF ENTRY. All entries become the exclusive property of the Sponsor and will not be acknowledged or returned except as provided herein. Entries which are incomplete, incorrect, incomprehensible, not received, or do not otherwise comply with these Official Rules will be void and will not be entered into the Promotion's prize drawing. Entries made by any other manner not specifically allowed under these Official Rules will not be entered into the Promotion and may result in disqualification of the responsible entrant. You are not a winner until your prize claim is validated and you receive official written notification from the Sponsor or the Promotion Administrator. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be declared made by the person in whose name entry was made

4. Grand Prize Drawing: On or about December 1, 2019, the Promotion Administrator will conduct a random drawing from among all eligible entries received during the entire Promotion Period.
5. Prize, Approximate Retail Value ("ARV") & Odds of Winning: The winner of the drawing described in paragraph 4 above will have be qualified to win:
2009 Nissan GTR with upgrades (approximate mileage is 40,000) ("Prize")
Approximate Retail Value: \$100,000

The Prize is considered pre-owned. No substitution, cash redemption or transfer of Prize is permitted except at Sponsor's sole discretion. If Prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute a Prize of equal or greater value. Winner of Prize must be a licensed driver and will be required to provide proof of insurance at time of delivery. Winner of Prize is responsible for license, registration, auto insurance, transportation, import and export taxes, income taxes, and other fees associated with the Prize. The Prize is awarded "as is" with no warranty or guarantee, either express or implied. Winner of Prize agrees Sponsor, or any of the Promotion Parties has neither made nor is responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Prize, including but not limited to its quality, mechanical condition or fitness. All federal, state and local taxes, and all other costs associated with acceptance or use of the Prize, are the sole responsibility of the winner(s). Arrangements for delivery of Prize will be made after winner validation. If a Prize is won by a minor, it will be awarded in the name of the winner's parent/legal guardian. Odds of winning the Prize depend on the number of eligible entries received. The Prize will be awarded only to an address within the Territory provided the Prize is claimed properly in accordance with these Official Rules. At the Sponsor's discretion, an unclaimed Prize may not be awarded.

6. Notification & Validation of Winners: Potential winners (and/or his/her parent/legal guardian if winner is a minor) will be contacted by telephone, email, regular mail or overnight mail, and may be required to complete, sign and return an affidavit of eligibility, a liability release, tax forms, and where lawful, a publicity release within a stated amount of time. The return of any

notification as undeliverable or failure to respond to notices or return any required documents or information in a timely manner or a determination that a potential winner is ineligible or not in compliance with these Official Rules, as determined solely by the Promotion Administrator, may result in disqualification of the winner and forfeiture of the corresponding prize, and the choosing of an alternate winner in a random drawing from among the remaining eligible entries.

7. Limitations: Promotion Parties are not responsible for: (i) electronic or digital transmissions or entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, or misdirected, or not received by Sponsor or Promotion Administrator for any reason; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation of transmission, communication failures (including but not limited to failures or malfunctions of phone lines, telephone systems or other communications systems), destruction of or unauthorized access to, or alteration of, entries, or for printing, distribution or production errors; (iii) failed or unavailable hardware, network, software or telephone transmissions; (iv) damage to entrants' or any person's computer; (v) causes beyond Promotion Parties' reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Promotion; (vi) any entries submitted in a manner that is not expressly allowed under these Official Rules (all such entries will be disqualified); (vii) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Promotion; (viii) any typographical or other error in the printing or advertising related to the Promotion, in the administration or execution of the Promotion, or in the announcement/notification of prize winners; (ix) by any human, or other error, which may occur in this Promotion or (x) cheating or fraud by any participant. All incomplete or non-conforming entries will be disqualified.
8. Modification, Suspension and Termination: If for any reason this Promotion cannot be executed as planned, including but not limited to infection by virus, bugs, tampering, unauthorized intervention, fraud, technical failures, social media mandate, or any other causes beyond the control of Sponsor or Promotion Administrator that corrupt or affect the security, administration, integrity, fairness or proper conduct of this Promotion, or if this Promotion is compromised or becomes corrupted in any way, electronically or otherwise, Promotion Administrator reserves the right, in its sole discretion, to void suspect entries/entrants and/or modify, suspend and/or terminate this Promotion. If the Promotion is terminated before the stated end date of the Promotion Period, the Promotion Administrator may select the winner in a random drawing from among all eligible, non-suspect entries received as of the time/date of termination.
9. Disqualification: Promotion Administrator reserves the right, in its sole discretion, to disqualify any individual who tampers with or attempts to tamper with the entry process, who acts in a disruptive or unfair manner, or who attempts to enter using any automatic or programmed entry method, or any entry service. CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY CORRUPT OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND/OR PROMOTION ADMINISTRATOR RESERVE THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

10. Releases: By participating in this Promotion, entrants agree (and agree to confirm in writing): (a) all causes of action arising out of or connected with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action; (b) to release, defend, indemnify and hold harmless Promotion Parties, from and against any liability, loss, claim or cause of action, including, but not limited to, injury, death or damages arising out of participation in this Promotion or the acceptance, possession, use or misuse of any prize received in this Promotion; and (c) to waive all rights to claim punitive, indirect, incidental and consequential damages, attorneys' fees, court costs, or any damages other than actual out-of-pocket costs incurred to enter, 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 OR CONSEQUENTIAL DAMAGES, SO APPLICABLE PORTIONS OF THE ABOVE MAY NOT APPLY TO YOU.**
11. Publicity: Except where prohibited, participation in the Promotion constitutes each entrant's permission for the Sponsor and its agencies to use entrants' names, photos, voices and/or likenesses for purposes of advertising and publicity in all media now known or hereinafter invented without territorial or time limitations and without compensation or notice.
12. Privacy: The personal information collected through this Promotion is subject to Sponsor's Privacy Policy located at Humaneq.us. By entering this Promotion, you agree to the use of your personal information as described in the above Privacy Policy. In the event there is a conflict between the Sponsor's Privacy Policy and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.
13. Choice of Law and Jurisdiction: This Promotion is offered only in the Territory and is governed by the laws of the State of Utah. By entering, entrants irrevocably consent to the sole and exclusive jurisdiction of AAA Arbitration in the County of Salt Lake, Utah for any action, suit or proceeding arising out of or relating to this Promotion.
14. Severability & Conflicts: The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials or made by any representative of Sponsor or Promotion Administrator, and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.
15. Winner's List: To view the winner's list for this Promotion, please visit Humaneq.us. The winner's list will be available after winner validation has been completed.
16. Sponsor: Human EQ Foundation, Inc., a Utah non-profit corporation, with its principal place of business located at 4894 S Commerce Dr #D, Murray UT 84070.

17. Promotion Administrator: The Promotion is administered and judged by In It To Win It, LLC, a Utah limited liability company, with its principal place of business located at Murray Utah. Mail-in entries are not accepted at this address. All comments, questions and complaints regarding this Promotion must be directed to the Promotion Administrator only.
18. Use of Proceeds. Approximately twenty percent (20%) of the Promotion's proceeds will be used to pay the Promotion Administrator for its promotion of this Promotion and the remaining eighty percent (80%) will be donated to the Sponsor.

All trademarks used herein are the property of their respective owners. Manufacturers of the prize offered in this Promotion do not sponsor or endorse this Promotion and are not affiliated with the Sponsor or Promotion Administrator in any way.