



Official Rules for Ma Labs Newsletter Subscription Campaign

NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKE. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING. BY ENTERING THE SWEEPSTAKES, THE ENTRANT AGREES TO THESE OFFICIAL RULES.

Sponsor: Ma Labs, Inc. ("Sponsor").

- 1. Eligibility:** The Ma Labs Newsletter Subscription Campaign Sweepstakes (the "Sweepstakes" or "Promotion") is open only to legal residents of the 50 United States (including the District of Columbia) who are 18 years of age or older and located in the Territory at the time of entry. Ma Labs, and their respective subsidiaries and affiliated companies, and each of their respective officers, directors, employees (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 Sweepstakes shall be subject to all applicable federal, state, municipal, and local laws and regulations and these Official Rules, and by entering, all entrants agree that they have read these Official Rules and agree to abide by and to be bound by the terms and conditions of the Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. False and/or deceptive entries or acts shall render entrants ineligible. The new subscribers who subscribe during the Entry/Promotion Period are eligible to enter the raffle drawing to win both the 2nd and grand prizes. All opt-in subscribers are eligible to win the grand Prize.
- 2. Entry/Promotion Period:** The Entry/Promotion begins at 12:00 a.m. Pacific Time ("PT") on April 17, 2023, and ends at 11:59 p.m. PT on May 31, 2023 (the "Promotion Period").
- 3. How to Enter:** Fill out the official entry form at www.malabs.com/company/newsletter. Follow the on-screen directions, complete all required registration fields, and submit to enter. Entrants must complete all the required information.

Limits: You may enter one (1) time during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than one (1) entry by using multiple/different email addresses, identities, registrations, and logins, or any other methods will void that Entrant's entries, and that Entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account

holder of the email address used to register will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being an authorized account holder.

4. **Prize Drawing:** On April 28, May 12, and May 26, 2023, Ma Labs will conduct a random drawing for the 2nd Prize from among all eligible entries received between 12:00 a.m. PT on April 17, 2023, to 12:00 a.m. PT on drawing date. Two entrants (the "Winner") will be selected each time. The entries which are not selected in a drawing will be eligible for the next drawing automatically. On June 2, 2023, all entries during the entire Promotion Period and all opt-in entries from the Ma Labs database will then be entered into a Grand Prize drawing, where one Entrant (the "Grand Prize Winner") will be selected. Ma Labs will announce the winner list after completing each drawing.
5. **Prizes, Approximate Retail Value ("ARV"):** One (1) Grand Prize: ASUS Chromebook Flip C433: MSRP USD 499.99 per unit. ARV may vary from the actual value at the date of awarding. Any difference between the stated and actual value shall not be awarded. Four (6) Second Prizes: Amazon.com Gift Card: USD 50 per unit. Amazon.com Gift Cards can only be used to purchase eligible goods and services on Amazon.com and certain related sites as provided in the Amazon.com Gift Card *Terms and Conditions*.
6. **Notification & Validation of Winners:** Potential winners will be contacted by email and may be required to provide their Tax Identification number, proof of U.S. residency, sign an affidavit of eligibility, and publicity and liability 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 by Ma Labs, 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. All prizes should be claimed by August 1, 2023.
7. **Limitations:** Ma Labs is 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 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 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, Ma Labs reserves the right, in its sole discretion, to void suspect entries/entrants and/or modify, suspend and/or terminate this Promotion. Suppose the Promotion is terminated before the stated end date of the Promotion Period. In that case, Ma Labs may select the winners in a random drawing from among all eligible, non-suspect entries received as of the time/date of termination.
9. **Disqualification:** Ma Labs 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, THE SPONSOR RESERVE THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

10. **Publicity:** Except where prohibited, participation in the Promotion constitutes each Entrant's permission for the Sponsor 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.
11. **Privacy:** The personal information collected through this Promotion is subject to Sponsor's Privacy Policy located at www.malabs.com/company/privacy-policy. By entering these Sweepstakes, each Entrant agrees that the Sponsor has the right to contact the Entrant to administer and fulfill these Sweepstakes.
12. **Disputes:** Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or any Prize awarded shall be resolved individually, without resorting to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out of pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

13. **Winners' List:** To view the winners' list for this Promotion, please visit the Winners' List on the Campaign page. The winners' list will be available after each random drawing has been completed.