

Gift of Rest Official Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

THIS SWEEPSTAKES IS SPONSORED BY WELLWITHALL. IT IS NOT SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM.

1. Eligibility

Gift of Rest (the “Sweepstakes”) is open only 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 (“Entrant” or “you” or “your”). Void where prohibited. Proof of residency and age may be required. Employees and directors of ACL Nutrients Inc., d/b/a/ WellWithAll, Universal Promotions, Inc. and their subsidiaries, divisions, affiliates, and advertising or promotional agencies or individuals involved with the design, production, execution or distribution of the Sweepstakes and the immediate family and household members of such individuals, are not eligible to enter or win. “Immediate family members” shall mean parents, stepparents, children, stepchildren, siblings, stepsiblings, or spouses, regardless of where they live. “Household members” shall mean people who share the same residence at least three months a year, whether related or not. In order to enter the Sweepstakes or receive a prize, you must fully comply with the Official Rules and, by entering, you represent and warrant that you agree to be bound by these Official Rules and the decisions of the Sponsor and Administrator, whose decisions shall be binding and final in all respects relating to this Sweepstakes. The Sweepstakes is governed by these Official Rules and is subject to all applicable federal, state, and local laws.

2. Sponsor and Administrator

Sponsor: ACL Nutrients Inc., d/b/a/ WellWithAll, 70 Fairmount Street, Brookline, MA 02445
Administrator: Universal Promotions, Inc., 980 Walnut Street, Pittsburgh, PA 15234.

3. Timing

Sweepstakes begins December 8, 2024 at 12:00 a.m. Eastern Time and ends January 26, 2025 at 11:59 p.m. Eastern Time (the “Sweepstakes Entry Period”). Administrator is the official time keeper for Sweepstakes. The Sweepstakes is governed by these Official Rules and is subject to all applicable federal, state and local laws.

4. How to Enter

During the Sweepstakes Entry Period go to <https://wellwithall.com/pages/gift-of-rest> and complete the online registration form by providing your first name, last name, email address, mobile phone number, address and date of birth. Once you register you will automatically receive one (1) entry into the Sweepstakes. When you register you might have the option to opt in to receive emails. Limit of one (1) entry per person via this method during the Sweepstakes Entry Period. Multiple participants are not permitted to share the same email address or Instagram account. Bonus Entry: To receive one (1) bonus entry, at the time you complete and submit the online registration form, provide your Instagram handle, then login to your Instagram account, visit @wellwithall_ on Instagram and follow @wellwithall_ if you do not already do so. You can only receive one (1) bonus entry, for a maximum of two (2) entries per person during the Sweepstakes Entry Period. If you do not provide your Instagram handle as part of the entry form submission, you cannot go back later and resubmit to receive the additional entry. It must be done at the same time as the initial entry form submission. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and

logins, or any other methods will void that participant's entries and that participant may be disqualified. Use of any automated system to participate in the Sweepstakes is prohibited and will result in disqualification.

Special Considerations for Bonus Entry: If you do not already have an Instagram account, download the free Instagram application (compatible with iPhone, iPod touch, iPad and Android) and create an account as instructed. Getting an Instagram account is free. Instagram's Terms of Service can be found at <https://help.instagram.com/581066165581870>.

5. Winner Determination

On or about January 27, 2025, the Sponsor will select one (1) entry for the grand prize described below in a random drawing of all eligible entries received. Odds of winning depend on the number of eligible entries received.

6. POTENTIAL SWEEPSTAKES WINNER IS SUBJECT TO VERIFICATION BY SPONSOR AND/OR ADMINISTRATOR. SPONSOR AND ADMINISTRATOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, SELECTION OF THE WINNER AND OTHER MATTERS RELATED TO THE SWEEPSTAKES.

7. Verification of Potential Sweepstakes Winners

Potential Sweepstakes winner will be notified via email and will be required to complete and return an Affidavit (or Declaration) of Eligibility, Release of Liability and Publicity Release (where permitted by law) and W-9 Form (collectively, the "Affidavit") by the date specified by Sponsor, or an alternate potential Sweepstakes winner may be selected. In the event: (a) potential Sweepstakes winner cannot be reached for whatever reason after a reasonable effort has been exerted or the potential Sweepstakes winner notification or Affidavit is returned as undeliverable; (b) potential Sweepstakes winner declines or cannot accept, receive or use the prize for any reason; (c) of noncompliance with the above or within any of the aforesaid time periods, (d) potential Sweepstakes winner is found to be ineligible to enter the Sweepstakes or receive the prize, (e) potential Sweepstakes winner cannot or does not comply with the Official Rules, or (f) potential Sweepstakes winner fails to fulfill the Affidavit-related obligations, the potential Sweepstakes winner shall be disqualified from the Sweepstakes and an alternate potential Sweepstakes winner may be selected, at Sponsor's sole discretion, from among the other eligible entries received. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of alternate potential Sweepstakes winner, if any. Only three (3) alternate winners will be selected; after which, Sponsor reserves the right to not award the prize.

8. Prize: trip for winner and one (1) travel companion to Salamander Resort in Middleburg, VA, inclusive of standard hotel room (double occupancy) for three (3) days and two (2) nights; economy class, roundtrip flight from a major international airport closest to winner's residence to the airport near Middleburg, VA. Winner must content capture (4-5 photos and/or videos) while traveling to and on trip at Salamander Resort, direction to be provided by Sponsor (c/o Administrator) once trip details are confirmed ("Trip Content"). Approximate retail value is \$4,450. Travel is subject to availability and blackout dates (including but not limited to blackout dates from the hotel and U.S. holidays Christmas, Hanukkah, New Year's Eve/Day, MLK, President's Day, Easter, Passover). Winner must complete travel before April 30, 2025. The specifics of all aforementioned elements of the prize in this Sweepstakes shall be solely determined by the Sponsor. All costs, taxes, fees, and expenses associated with any element of the prize not specifically addressed above are the sole responsibility of the winner. All federal, state and local taxes on the prize are the prize winner's responsibility. Prize winner will be issued a 1099 tax form for the actual value of the prize. Travel must be roundtrip. Sponsor will determine airline, flight itinerary, in its sole discretion. If, in the judgment of Sponsor, air travel is not required due to

winner's proximity to destination, ground transportation will be substituted for roundtrip air travel at Sponsor's sole and absolute discretion. The difference in value will not be awarded to the prize winner. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel and accommodations are subject to availability. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. Winner will not receive difference between actual and ARV of the prize. Prize cannot be redeemed for cash and is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize (or a component thereof) for one of equal or greater value if the designated prize should become unavailable for any reason. All travel dates will be determined by the Sponsor and may not be altered except by the Sponsor. Travel must be booked at least fourteen (14) days prior to travel. If winner cannot travel on the dates designated by Sponsor, prize will be forfeited. Some restrictions may apply. Meals, incidentals, tips, telephone calls, or any other personal expenses as well as all other expenses not specifically identified as included in the prize are the sole responsibility of the winner. Winner and travel companion are responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Winner and travel companion must travel the same itinerary and on the dates and/or times specified by Sponsor or prize will be forfeited in its entirety. Once the travel companion is selected, he/she may not be substituted, except at the Sponsor's sole discretion. Winner and travel companion are solely responsible for obtaining any identification documents necessary for domestic travel. Travel companion must be at least 18 years old, and must sign a Liability and Publicity Release. If potential winner's travel companion fails to return such documents within date and/or time indicated within such documents, then the potential winner may forfeit the right to the travel companion. Winner will be required to provide a credit card at hotel check-in for incidental expenses. All prize details are at Sponsor's sole discretion.

9. Entry Conditions and Release

Each entrant agrees to defend, indemnify, release and hold harmless the Sponsor, Administrator, Meta platforms (dba Instagram), and their respective parent, subsidiary, and affiliated companies, celebrities, prize providers, and any other person and organization responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of Entry or Trip Content. Winner acknowledges that the prize is awarded as-is without warranty of any kind.

10. Publicity and Marketing Communications

Except where prohibited or restricted by law, winner's acceptance of prize constitutes the winner's agreement and consent for Sponsor and any of its designees to use and/or publish winner's full name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by winner regarding the Sweepstakes or Sponsor, and Trip Content (in whole or in part), worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or

promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval.

11. General Conditions

Released Parties shall not have any obligation or responsibility, including any responsibility to award any prize to entrants, with regard to: (a) Entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) Entries, prize claims, emails, or other communications of any kind that are lost, late, incomplete, misdirected, delayed, inaccurate, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) entrants who have committed fraud or deception in entering or participating in the Sweepstakes or claiming the prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the winner to accept the prize for any reason; (f) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this Sweepstakes or any promotion or prize related activities (including any travel or activity related thereto). Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (a) tampering with the entry process or the operation of the Sweepstakes, or with any website or platform promoting the Sweepstakes; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Sweepstakes multiple times through the use of multiple email addresses or the use of any robotic or automated devices to submit entries. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Sweepstakes, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Sweepstakes, including the entire Sweepstakes, and/or modify the Sweepstakes and/or award the prize from all eligible Entries received as of the termination date or as otherwise deemed fair and appropriate by Sponsor.

12. Limitations of Liability

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Sweepstakes; (d) or other errors or problems of any kind, including, but not limited to, technical, mechanical, typographical, network, human or otherwise, related to the administration of the Sweepstakes or the processing of Entries, the announcement of the prize, or in any Sweepstakes-related materials; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Entry in the Sweepstakes. No more than one (1) prize will be awarded.

13. Disputes

Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate New York State Court located in New York

County, New York; (c) 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 (d) 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. 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 New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

14. Official Rules

For a copy of Official Rules visit www.universal-promotions.com/sweeps/giftofrest

15. Sweepstakes Results

To obtain the prize winner list, send a self-addressed, stamped envelope to: Universal Promotions, Inc., 980 Walnut Street, Pittsburgh, PA 15234; Attn: Gift of Rest - Winners List. Requests must be received no later than 60 days after the end of the Sweepstakes.