Tava Health Mental Health Awareness Month Sweepstakes

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING.

- 1. Eligibility. This Mental Health Awareness Month Sweepstakes ("Sweepstakes") is open to all natural persons who are legal residents of the fifty (50) United States and District of Columbia, who are physically located and residing therein and who are at least eighteen (18) years old at time of entry. Void outside the USA, in Puerto Rico, the US Virgin Islands, and other United States territories and possessions. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law.
- **2. Sponsorship.** The Sweepstakes sponsor is Tava Health, Inc. ("**Sponsor**"), located at 222 E 7th Ave, Salt Lake City, UT 84103. Sponsor and its respective affiliates, subsidiaries, successors, assigns, agents, representatives, officers, directors, shareholders, and employees, and any entity involved in the development, production, implementation, administration, judging or fulfillment of the Sweepstakes, including without limitation, the immediate family members of such individuals, are not eligible to participate. Sponsor will conduct the Sweepstakes substantially as described in these Official Rules.
- **3. Entry Period.** This Sweepstakes begins on Monday, May 1, 2023 at 12:01 AM MT and ends on Wednesday, May 31 at 11:59 PM MT ("Entry Period").
- **4. How to Enter.** The Sweepstakes will be conducted on Instagram, Facebook, and LinkedIn (each a "Social Media Site"). To be eligible to participate in the Sweepstakes, you must first follow the Sponsor's official account on each Social Media Site through which you choose to participate. To enter the Sweepstakes, tag or mention another Social Media Site user in a reply or comment on one of our posts during the Entry Period on the same day the post was made. LIMIT ONE ENTRY PER PERSON PER CALENDAR DAY (IN MOUNTAIN TIME). You must be a member of one or more of the Social Media Sites on which the Sweepstakes is being conducted to participate in the Sweepstakes. You must also be the owner of the email account associated with the account on the Social Media Site from which your entry is made. The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, the Social Media Sites or their affiliated entities, including Meta and Microsoft. You understand you are providing your information to Sponsor and/or Administrator and not to Facebook. All entries become the property of Sponsor and none will be acknowledged or returned. No third party entry or entry through any sweepstakes service is permitted. Any person who attempts or otherwise encourages the entry of multiple or false contact information under multiple identities or uses any device or artifice to enter or encourage multiple or false entries, as determined by Sponsor, may be disqualified. Use of robotic entry devices is strictly prohibited. In the event of a dispute as to any entry or the identity of an entrant, entries will be declared to be made by the authorized account holder and natural person assigned by an Internet access provider to the e-mail address

associated with the entry, and he/she must comply with these Official Rules. Entrants may be required to show proof of being the authorized account holder. Entries generated by script, macro or other automated means, or by any means which subvert the entry process, as determined by Sponsor, are void. All entries become the property of Sponsor and will not be acknowledged or returned. Data rates may apply if Sweepstakes entry is submitted via your mobile device according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging/data rate plans and charges relating to your participation in this Sweepstakes. Mobile device service may not be available in all areas. Check your device's capabilities for specific instructions.

- **5.** Grand Prize. One (1) Winner will receive 12 free sessions of therapy on the Sponsor's platform (the "Year of Therapy"). These sessions will be available for use by Winner within 12 months after the Grand Prize is received by Winner. The Year of Therapy has an Approximate Retail Value ("ARV") of \$1,500. In lieu of the Year of Therapy, Winner will have the option of receiving a \$500 gift card. The \$500 gift card has an ARV of \$500. The Grand Prize is nontransferable and no substitution or cash equivalent is permitted. Winner agrees to accept the Grand Prize "as is" and entrants hereby acknowledge that neither Sponsor nor Administrator is in any manner responsible or liable for any warranty, representation, or guarantee, either express or implied, relative to the Grand Prize, including warranties provided exclusively by a prize supplier. Entrants who use the Sponsor's platform must agree to Sponsor's terms and conditions (https://www.tavahealth.com/terms-and-conditions), privacy policy (https://www.tavahealth.com/privacy-policy), and other applicable legal terms. ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF PRIZE, AND ANY EXPENSES ASSOCIATED WITH THE RECEIPT OR USE OF PRIZE, ARE THE SOLE RESPONSIBILITY OF THE WINNER. Winner is responsible for all related income taxes and Sponsor may withhold taxes as required by law. If Winner selects the Year of Therapy, Sponsor will report to the Internal Revenue Service via 1099 Tax Form the total value of the Grand Prize won. Winner agrees to complete a W9 Tax Form with Winner's Social Security Number and to otherwise cooperate with Sponsor as to Sponsor's compliance with Internal Revenue Service and other tax reporting requirements. Winner agrees to these Official Rules and the decisions of the Sponsor, which are binding and final in all matters relating to this Sweepstakes.
- **6. Drawing.** The potential winner will be selected in a random drawing from among all eligible entries collected during the Entry Period taking place on or about a month following the end of the Entry Period at Sponsor's principal place of business. The drawing will be conducted by Sponsor, whose decisions and interpretations on all matters relating to the Sweepstakes and these Official Rules are final and binding in all respects. Sponsor reserves the right to disqualify any entrant or winner and may refuse to award a prize to a person who is not eligible or has violated a rule, gained unfair advantage in the Sweepstakes, or obtained winner status using fraudulent means. Winner will be notified via a direct message on the Social Media Site associated with the winning entry. Potential winners will have seven (7) days to respond to initial notification. Potential winners may be required to execute and return an affidavit of eligibility, a publicity

release (except where prohibited) and a liability release within ten (10) days of date of issuance. If such documents are not returned within the specified time period, a prize or prize notification is returned as undeliverable, or a potential winner does not respond to the initial notification within the time period specified or potential winner is found to be ineligible or otherwise not in compliance with these rules, prize will be forfeited and, at Sponsor's discretion, an alternate winner may be selected in a separate random drawing. The Winner should allow up to 10-12 weeks after completion of the prize claim procedure (including the steps described above) to receive their prize.

- **7. Odds.** The odds of winning will depend on the number of eligible entries received, according to the eligibility requirements in the Sweepstakes.
- **8.** General Terms. By entering this Sweepstakes, you promise to abide by the Official Rules and decisions of Sponsor, which will be final and binding in all respects. Sponsor reserves the right, at its sole discretion, to refuse, disqualify or withdraw any entry at any time. Sponsor will not be responsible for any injury, damage or loss of any kind arising out of your participation in the Sweepstakes or use of the Grand Prize. YOU AGREE TO INDEMNIFY, RELEASE, DISCHARGE, AND HOLD HARMLESS SPONSOR, ITS AFFILIATES, SUBSIDIARIES, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS AND ASSIGNS FROM AND AGAINST ANY OR ALL CLAIMS, LOSSES, INJURIES, OR DAMAGES RESULTING FROM PARTICIPATION IN THE SWEEPSTAKES OR USE OF THE GRAND PRIZE. Sponsor shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed (1) by any wrongful, negligent or unauthorized act or omission on the part of the prize supplier or any of its agents, servants, employees or independent contractors, (2) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of Sponsor, or (3) by any other cause, condition or event whatsoever beyond the reasonable control of Sponsor or its parents, subsidiaries and affiliated companies. The failure of Sponsor to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsor (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Official Rules. Except where prohibited by law, by accepting the Grand Prize, winner grants Sponsor a perpetual, worldwide, royalty-free license to use Winner's name, photograph, voice, and/or likeness without further authorization, compensation, or remuneration of any kind for advertising, promotion and other publicity purposes in any and all media now or hereafter known throughout the world. WARNING: ANY ATTEMPT BY ANY PERSON, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE ANY SPONSOR-OWNED WEBSITE OR MOBILE APPLICATION OR RELATED SOCIAL NETWORKING SITE, THE ENTRY PROCESS, OR OTHERWISE INTERFERE WITH OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

- **9. Winner's Name.** To receive the name of the Winner, where permitted by law, or a printed copy of the Sweepstakes Official Rules, mail a self-addressed, stamped envelope to: Tava Health, Inc., c/o Sweepstakes, 222 E 7th Ave, Salt Lake City, UT 84103. All such requests must be received by September 1, 2023.
- **10. Severability.** If any term or provision of these Official Rules is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Official Rules or invalidate or render unenforceable such term or provision in any other jurisdiction.