# Tech & Wellness Challenge

# Official Rules

No purchase is necessary. Void where prohibited.

Entry into this giveaway constitutes your acceptance of these Official Rules.

### 1. Entry dates

The Tech & Wellness Challenge begins at 12:00 a.m. ET on January 22, 2024, and ends at 11:59 p.m. ET on February 4, 2024 ("Entry Period").

# 2. Eligibility

The Tech & Wellness Challenge ("<u>Sweepstakes</u>") is open to all registered members of the MyLenovo Rewards program (the "<u>MyLenovo Rewards</u>") who are (i) legal residents of the fifty (50) states of the United States (including District of Columbia) or Canada (excluding residents of the Province of Quebec), and (ii) 18 years of age or older, or have otherwise reached the age of majority in the country in which they reside. THIS SWEEPSTAKES IS VOID WHEREVER RESTRICTED BY, WITHOUT LIMITATION, FILING OR REGISTRATION REQUIREMENTS, OR IS OTHERWISE PROHIBITED OR RESTRICTED BY LAW. Individuals employed by Lenovo (United States) Inc. ("<u>Sponsor</u>"), its parent or affiliated companies, subsidiaries, and/or advertising and promotion agencies (collectively, "<u>Sweepstakes Parties</u>") at any time during the Entry Period, and members of their immediate family or persons living in the same household, are not eligible.

#### 3. How to enter

During the Entry Period, eligible entrants ("Entrants") may enter the Tech & Wellness Challenge by (a) visiting the MyLenovo Rewards dashboard located under "My Account" on the Lenovo.com website, and (b) completing at least one (1) daily challenge that is hosted under the "earn points" section. There will be a total of fourteen (14) daily challenges and each daily challenge counts as one (1) entry for a chance to win. All entries must be received by 11:59 p.m. ET on February 4, 2024.

By submitting an entry, each Entrant agrees that his or her entry complies with these Official Rules. Each Entrant also agrees that Sponsor may disqualify the Entrant from the Sweepstakes if Sponsor believes, in its sole and absolute discretion, that Entrant and/or any entry are not compliant with these Official Rules. If Sponsor rejects any entry for any reason, such entry will be disqualified and will not be considered valid. Entries may only be made according to the methods described above. The use of any automated means to enter (including but not limited to the use of any robot, script, macro, or other automated services) is not permitted and any such entries earned will be disqualified. Only eligible entries received by Sweepstakes Parties will be eligible. Illegible, unintelligible, incomplete, or garbled entries will be disqualified.

# 4. Ownership of entries

By submitting an entry, each Entrant agrees Sponsor shall own the entry submitted (including all copyrights thereto and all rights embodied therein) and that it and its designees may exploit, edit, publish, use, adapt, modify, copy, disseminate, or dispose of any entry, the concepts embodied therein or any elements thereof, online, in print, film,

television, or in any other media for advertising and promotional purposes without compensation or notification to the Entrant of any kind, except as prohibited by law.

#### 5. How to win

At 11:59 p.m. ET on February 4, 2024, the Entry Period will be closed in its entirety. On or about February 25, 2023, nine (9) winning entrants will be randomly selected from the pool of eligible entries received during the Entry Period to receive the prizes specified below. Winners will be notified by Sponsor via email. Note: You are not a winner of any prize until you have been verified as a winner by the Sponsor. Decisions of the Sponsor are final in all matters relating to this Sweepstakes.

#### 6. Prizes

There will be a total of nine (9) winners during the Tech & Wellness Challenge who will each receive one of the following prizes. After all nine (9) winners are chosen, Sponsor will randomly assign the specific prize to each winner. The nine (9) available prizes options are as follows:

- Prize Option 1 (three (3) available): One (1) Logitech Lift Vertical Ergonomic Mouse (ARV \$69.99 USD/ \$99.99 CAD) together with one (1) Logitech k860 ERGO Split Ergonomic Keyboard (ARV \$129.99 USD/ \$169.99 CAD);
- Prize Option 2 (five (5) available): 50,000 My Lenovo Rewards Points (ARV \$50 USD/\$50 CAD); or
- Prize Option 3 (one (1) available: One (1) FitBit Sense 2 Advanced Health SmartWatch (ARV USD \$199.95 / \$266.90 CAD).

The total ARV of all available prizes in the Sweepstakes is \$1,049.89 USD / \$1,326.84 CAD. Prizes are non-transferable, with no cash redemption or equivalent. Sponsor reserves the right to substitute a prize or prize component of equal or greater value should a prize or any component of a prize become unavailable. Except as specifically provided herein, prize packages do not include insurance, personal expenses, incidental charges, gratuities, or any other items not specifically described in these Official Rules. All applicable taxes and usage charges on prizes are the sole responsibility of the winner. If required by law, Sponsor or its agents shall require payment from the winner of taxes to be remitted to the appropriate taxing authorities. Sponsor expressly disclaims any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use of prizes awarded. Sponsor makes no representation or warranties concerning the appearance, safety or performance of any prize awarded. Odds of winning a Prize depend on the number of eligible entries received.

### 7. Claiming prizes

On or about February 25, 2024 the potential prize winners will be notified by Sponsor via email. The potential winner may be asked to verify eligibility and sign a Release & Waiver of Liability. Additionally, if the winning Entrant is a resident of Canada, to be declared a winner, selected Entrant may also be required to provide the correct answer to a mathematical skill-testing question administrated by email or posed by telephone at a mutually convenient time. Verification must be completed within forty-eight (48) hours of the potential winner notification. Failure to verify eligibility may result in disqualification and an alternative potential winner may be selected. If a potential winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept the prize, does

not comply with Sponsor's instructions, incorrectly answers the skill-testing questions (for Canadian residents only), or if the prize is returned as undeliverable, the prize may be forfeited, in Sponsor's sole discretion. If any potential winner forfeits a prize, then the prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries received, as determined by Sponsor in its sole discretion. Upon confirming verification, the prize will be shipped to the confirmed winner. Please allow ten (10) business days for receipt or arrangement of receipt of any physical prize.

Prizes are non-transferable, with no substitution, other than as set forth herein. Should the Sponsor determine in its sole discretion that a winner made any false statement(s) in any document referenced above, or otherwise acted in a fraudulent manner with respect to his/her participation in the Sweepstakes, the winner hereby agrees that he/she will be required to promptly return to Sponsor his/her prize. By accepting a prize, Entrant consents to the Sponsor's use of their name, photograph and/or likeness, voice, and statements made by or attributed to them, in perpetuity, in any and all media now known or hereafter developed (including, without limitation, print, broadcast, and Internet), for all legitimate business purposes, including advertising and promotional activities without additional compensation, unless prohibited by law.

#### 8. Miscellaneous conditions

All information concerning the Sweepstakes becomes the property of the Sponsor and will not be returned. By participating, Entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which shall be final with respect to all issues relating to this Sweepstakes. It is your responsibility to ensure that you have complied with all the conditions contained in the Official Rules. Sponsor is not responsible for any lost, late, misdirected, stolen, illegible or incomplete entries, or for any computer, online, telephone or technical malfunctions that may occur. Sweepstakes Parties are not responsible for any incorrect or inaccurate information, whether caused by website users, any of the equipment or programming associated with or utilized in the Sweepstakes, or any technical or human error which may occur in the processing of submissions in the Sweepstakes. Sweepstakes Parties assume no responsibility for any error, omission, interruption, deletion, effect, delay in operation or transmission, communications lines failure, theft or destruction or unauthorized access to, or alteration of, such entries.

Sweepstakes Parties are not responsible for telephone, computer, network, or tracking system malfunction or errors, whether technical or human in nature; communication disruption or malfunction or other forces beyond their reasonable control, including disruption related to virus, bug, or other non-authorized intervention. If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sweepstakes Parties which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and select winner(s) from among all eligible entries received prior to the cancellation. Persons found tampering with or abusing any aspect of this Sweepstakes, or whom the Sponsor believes to be causing malfunction, error, disruption or damage will be disqualified. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF

CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sweepstakes Parties reserve the right to correct any typographical, printing, computer programming or operator errors.

By participating in this Sweepstakes, Entrants agree to release and hold harmless Sweepstakes Parties and each of their respective parent companies, affiliates, subsidiaries, officers, directors, agents and employees from any and all liability whatsoever for any injuries, losses or damage of any kind arising from or in connection with the (1) awarding, acceptance, receipt, possession, use and/or misuse of any prize awarded herein; or (2) participation in the Sweepstakes or any prize related activities including but not limited to traveling to or from any prize related activity.

### 9. Privacy

By participating in this Sweepstakes, Entrants agree to Sponsor's use of their personal information for both online and offline direct marketing purposes and/or other legitimate business purposes in accordance with Sponsor's Privacy Policy. You may review Sponsor's Privacy Policy at <a href="https://www.lenovo.com/us/en/privacy/">https://www.lenovo.com/us/en/privacy/</a> or <a href="https://www.lenovo.com/ca/en/privacy/">https://www.lenovo.com/ca/en/privacy/</a>. Your personal information may be shared with the other Sweepstakes Parties. The individual Sweepstakes Parties are solely responsible for their use of this information.

#### 10. Arbitration and choice of law

Except where prohibited by law, as a condition of participating in this Sweepstakes, Entrant agrees that (i) any and all disputes 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, and exclusively by final and binding confidential arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the Entrant; (ii) the U.S. Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (iii) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, other than Entrant's actual out-of-pocket expenses (i.e., costs associated with entering this Sweepstakes), and Entrant further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of Entrants and Sponsor in connection with this Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of New York without regard to choice of law rules.

If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules and procedures established by the American Arbitration Association, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. Upon filing a demand for arbitration, all parties to the arbitration will have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties.

# 11. Official rules; Winner's list

If you would like a copy of these Official Rules, or to obtain an official list of the name (first name, last initial) of the winner, please contact Mackenzie Miller via email at <a href="mmiller10@lenovo.com">mmiller10@lenovo.com</a>. Requests received after April 1, 2024 will not be honored. Sponsored by Lenovo (United States) Inc.

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