

OFFICIAL RULES

NO PURCHASE, DEPOSIT OR TRADE NECESSARY TO ENTER OR WIN. NO PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THE FOLLOWING CONTEST IS OPEN TO LEGAL RESIDENTS OF THE UNITED STATES (EXCEPT RHODE ISLAND, PUERTO RICO, GUAM, US VIRGIN ISLANDS, AND THE DISTRICT OF COLUMBIA), AND RESIDENTS FROM ALL OVER THE WORLD, BUT EXPRESSLY EXCLUDING ANY FOREIGN JURISDICTION WHERE SUCH CONTEST ARE PROHIBITED BY LAW WHO MEET THE ELIGIBILITY REQUIREMENTS (AS DEFINED BY THE RULES BELOW). VOID WHERE PROHIBITED OR RESTRICTED BY LAW. THE SUBMISSION OF AN ENTRY IN THIS CONTEST CONSTITUTES UNCONDITIONAL ACCEPTANCE OF THESE OFFICIAL RULES AND THE INTENT TO BE LEGALLY BOUND HEREBY.

BY PARTICIPATING IN THE CONTEST, PARTICIPANT FULLY AND UNCONDITIONALLY ACCEPTS THESE RULES, INCLUDING THE DECISIONS AND INTERPRETATIONS OF SPONSOR, WHICH ARE FINAL AND BINDING ON ALL MATTERS RELATING TO THE CONTEST. FAILURE TO COMPLY WITH THESE RULES, POLICIES AND PROCEDURES WILL VOID PARTICIPANT'S ENTRY.

1. DESCRIPTION

The Share and Earn Contest (hereinafter, the "**Contest**") is sponsored by WinQuest Inc. (the "**Sponsor**"). The Contest is open to anyone with an account on the WinQuest app <https://play.google.com/store/apps/details?id=com.app.winquest>. With any updates to the contest being presented for each monthly contest at our Winquest App website (<https://winquest.app/>) during the Contest Entry Period (as defined below). Entry into the Contest does not constitute entry into any other Contest or Contest administered by the Sponsor.

2. CONTEST PERIOD

The WinQuest Share and Earn Contest is scheduled to begin on [The 1st day of each month in 2023 starting Aug 1st] and ends at the last day of the same month and then the contest will re start from Sept 1st and at the last day of the same month and then the contest will re set from Oct1st to at the last day of the same month and then Re start November 1st and then re sets from November 1st to at the last day of the same month and then Re start December 1st and then end at the last day of the same month, then re starts from Jan 1st until the last day of the same month The January 2024 share and earn monthly contests will repeat the same way unless we notify you on any change. Winquest Reserves the right to change the length of time for the share and earn contests, the amount of money as the prize for the share and earn contests and all of the terms and conditions of the share and earn contest. All future share and earn contests rules, terms and conditions may be modified in the future by Winquest. ET ("**Contest Entry Period**"). There will be one (1) prize awarded to one (1) participant during the Contest Entry period (the "**Winner**"). The Winner will be contacted via email within ten (10) calendar days from the end of the Contest Entry Period. After a share and earn contest has started the length of time of the contest and terms will not be modified mid contest. Winquest reserves the right to modify all future share and earn rules, terms and conditions, and prize amounts if our contests have not officially begun yet. The

Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

3. AGREEMENT TO THE OFFICIAL RULES

By participating in Contest, each participant (herein known as the “**Participant**”) fully and unconditionally accepts and agrees to comply with and abide by these official rules (the “**Official Rules**”) and all decisions of the Sponsor, which shall be final. Each Participant understands that they are providing their information to the Sponsor and not to any social media organization through which this Contest may be advertised.

4. ELIGIBILITY

The Contest is open to all legal residents of the United States (excluding Rhode Island, Puerto Rico, Guam, the US Virgin Islands and other United States overseas territories), the District of Columbia, and any other country or jurisdiction (excluding any foreign jurisdiction where such Contest are prohibited by law), who are eighteen (18) years of age or older at the beginning of the Contest Entry Period. The following classes of persons are not eligible to enter, participate or win: (a) Employees, officers, investors, vendors, and directors of participating Sponsors, each of their respective franchisees, affiliated companies, subsidiaries, distributors, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this promotion (collectively “**Released Parties**”), (b) the members of the immediate families or households of any of the above, whether or not related, or (c) individuals who do not have access to an internet connection in order to visit the Contest website. “Immediate family members” includes, for purposes of this Contest, parents (including in-laws), grandparents, siblings (including stepsiblings), children (including stepchildren), grand children (including step grandchildren) and each of their respective spouses.

5. HOW TO ENTER

Eligible Participants must complete all the following steps to enter:

- (a) Download and register an account on the Sponsor’s mobile application <https://play.google.com/store/apps/details?id=com.app.winquest> and confirm Participant’s email address (Participant must indicate their full real name on their profile).
- (b) After downloading the App The User must go to the settings part of the app and then click on the share and earn button. The Winquest App user must then Share their personalized link with others (a “**Link**”). A personalized Link can be found in the Sponsor mobile application under Settings>Share and Earn). No specific number of shares are needed to be eligible to enter.

Sponsor is not responsible for lost, late, misdirected, illegible, incomplete, invalid, unintelligible, damaged, or for entries submitted in a manner that is not expressly allowed under these rules, or for any entry not submitted or received or lost due to any technical error or failure, human or programming error, unauthorized human intervention, inaccurate capture or mis-entry of any required information, or the failure to capture any such

information or effects of hackers or failure of any electronic equipment, computer transmissions and/or network connections; all of which will be disqualified.

Each Participant must submit entries under one account. Any attempt by any Participant to obtain more than the stated number of entries allowed by using multiple/different email accounts, identities, or any other methods shall void that Participant's entries and that Participant will be disqualified and ineligible to receive any prize. No mechanically reproduced or automated entries are permitted. Use of any automated system to participate is prohibited and will result in disqualification and all such entries will be deemed void. In the event of a dispute as to an entry, the authorized account holder used to register will be deemed to be the Participant and they must be eligible according to these Official Rules. The "authorized account holder" is the natural person who is assigned the email account used for the entry.

6. ODDS

The odds of winning depend on the number of eligible downloads/entries are received from Winquest users sending their special link to share and earn in Winquests share and earn contests.

7. OPT-IN OPPORTUNITIES

Any available opt-in opportunities are not required to enter the Contest and checking the opt-in boxes will not improve your chances of winning. By participating and submitting an entry, the person agrees that Sponsor is authorized to contact Participant via email to make Participant aware of information pertinent to the Contest.

8. WINNER SELECTION; PRIZES

At the close of the Contest Entry Period, one (1) Winner will be selected based on the Link that has gotten the highest number of downloads from sharing their link with others. In the event there is more than one Participant with the highest number of downloads per Link (i.e., multiple Participants have the same and highest number of downloads), the prize will be distributed proportionally amongst the winners. Example if the highest number of downloads was made by one person then they will win the full \$500 USD If multiple people tie with the highest number then the 500 dollar prize will be split amongst the winners equally. The Winner will be contacted via email to arrange for the prize to be given to the Winner. All prize values shall be in United States Dollars (USD). The Prizes for each Contest Entry Period will be listed here: <https://winquest.app/share%26earn-contest-rules> Winquest Reserves the right to Cancel any share and earn contests in the future. Winquest may also change the amount of people who can win in the share and earn contests and Winquest reserves the right to Change the cash prize amount of any Share and Earn test that has not been activated yet.

9. NOTIFICATION OF WINNERS

The Winner must comply with all terms and conditions of these Official Rules.

10. CLAIMING PRIZES

Winner is responsible for any and all applicable fees, federal, state and local taxes, if any, and any other unspecified expenses associated with acceptance or use of prize. The Winner is advised to seek independent counsel regarding the tax implications of accepting a prize.

11. PRIZE CONDITIONS AND TAX LIABILITY

Prizes are non-assignable, non-substitutable and non-transferable without the prior written consent of the Sponsor, which consent may be withheld for any reason and in the Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute a prize of equal or greater value if an advertised prize becomes unavailable. All details of any prize not specified herein shall be determined solely by Sponsor. All Participants agree to be bound by these Official Rules and the decisions of Sponsor and/or its authorized representatives, whose decisions in all aspects of the Contest shall be final and binding. By accepting a prize, the Contest Winner acknowledges compliance with these Official Rules. The Winner must accept delivery of prize from Sponsor, or as otherwise instructed by Sponsor. All other costs related to prize delivery and acceptance is the responsibility of the Winner including but not limited to federal, state and local taxes. All properly claimed prizes will be awarded. Any winners must return a picture of themselves holding up the Winquest "I WON" doc that will be sent to the winners. If no picture is returned by the winner Maximum 15 days after receiving the prize, then they will be disqualified from all future Winquest contests.

12. PUBLICITY RELEASE

By participating in this Contest, Participants grant and express unconditional permission for Sponsor to edit and use name, video, photographs, images, logos, likeness, audio, biographical information, statements, testimonials, personal exposition, address, and prize information of Participant (collectively, "**Attributes**") for advertising and/or publicity purposes worldwide and in all forms of media, including the designated landing page, now known or hereafter devised, in perpetuity, without further compensation or authorization, except if you are a resident of Tennessee or as otherwise prohibited by applicable Laws, Participant shall release, hold harmless and defend the Sponsor from any and all claims arising from the use of such Attributes. IF YOU DO NOT WISH TO HAVE YOUR ATTRIBUTES USED IN THE MANNER DESCRIBED HEREIN, DO NOT ENTER THIS CONTEST. The Sponsor is not and cannot be held responsible for any unauthorized use of a Participant's Attributes.

13. ADDITIONAL RULES AND RESTRICTIONS

All Participants and their legally defied heirs, executors, administrators and successors (individually and collectively, the "**Releasing Parties**"), as a condition in participating this Contest, agree to unconditionally and irrevocably hereon out release, discharge, hold harmless and defend the Sponsor, and each of their respective past and present employees, officers, directors, representatives, agents, franchisees, licensees, subsidiaries, parent companies, affiliates, shareholders, investors, vendors, owners and members and all other individuals or entities involved in the administration, advertisement or promotion of this Contest and/or the award and delivery of any prize (individually and collectively, the "**Released Parties**"), from any liability, claims, litigation, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), illness, damages, losses or expenses arising out of or relating to Participant's

participation in this Contest, or the acceptance, possession or use/misuse of any prize, or participation in prize-related activities.

By participating in this Contest, Releasing Parties further agree to abide by and be bound wholly by these Official Rules and waive any right to claim any ambiguity or error therein or in this Contest itself, and to be bound by the decisions of the Sponsor, which shall be final in all matters relating to this Contest. In the event a Participant wins a prize and is later found to be in violation of these rules he or she will be required to forfeit the prize or to reimburse Sponsor for the stated value of the prize if such violation is discovered after a Winner has used the prize.

Sponsor shall not be liable to the Winner or any other person for failure to supply the prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Sponsor's sole control.

The Released Parties are not responsible for, and each Participant hereby releases any claims and all liability for (i) the inability of a Participant to complete or continue an entry due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Released Parties control, or otherwise; (ii) entries due to technical difficulties or transmission errors; (iii) any delays, mis-delivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method; (iv) mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online Participant's ability to participate in this Contest; (v) any injury or damage to Participant's or any other person's computer or mobile phone related to or resulting from participating in or downloading any information necessary to participate in the Contest; and (vi) other errors of any kind, whether computer, technical, typographical, printing, human or otherwise, relating to or in connection with this Contest, including, without limitations, errors which may occur in connection with the printing or advertising of this Contest, administration or execution of the Contest, the processing of entries or in the announcement of the Winner. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the Sponsor's website or any Sponsor account.

NOTWITHSTANDING ANY PROVISION OF THESE OFFICIAL RULES TO THE CONTRARY AND TO THE FULLEST EXTENT PERMISSIBLE BY LAW, UNDER NO CIRCUMSTANCES SHALL SPONSOR OR ANY RELEASED PARTIES' LIABILITY TO PARTICIPANTS EXCEED \$1.00. IN NO EVENT SHALL SPONSOR OR ANY RELEASED PARTIES' BE LIABLE TO ANY PARTICIPANT FOR ANY DAMAGES SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY. EACH OF THE LIMITATIONS SET FORTH IN THIS PARAGRAPH SHALL APPLY EVEN IF SPONSOR HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF

LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

14. DISQUALIFICATION/ CONTEST CANCELTION

Sponsor reserves the right to cancel, modify or terminate the Contest if fraud, misconduct, or technical failures destroy or threaten the integrity of this portion of the Contest, in the opinion of the Sponsor, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Contest as determined by Sponsor, in their sole discretion. In the event of early termination of the Contest, Sponsor reserves the right to determine any eligible prize winners from among all eligible, non-suspect entries received as of the time/date of such termination.

If due to circumstances beyond the control of the Sponsor, any event associated with this Contest or the prize is delayed, rescheduled, postponed, or cancelled, Sponsor reserves the right, but not the obligation, to cancel or modify the Contest and shall not be required to award a substitute prize.

16. ARBITRATION; CHOICE OF LAW

Except where prohibited by law, as a condition of participating in this Contest, each Participant agrees that (a) any and all disputes and causes of action arising out of or connected with this Contest, including but not limited to a prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of JAMS pursuant to its Streamlined Arbitration Rules and Procedures and held at in the Commonwealth of Pennsylvania; (b) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (c) judgment upon such arbitration award may be entered in any court having jurisdiction. Participant further agrees that any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prize awarded shall be resolved individually, without resort to any form of class action. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Participant, and/or Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision so long as the general intent of these Official Rules remains in effect. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained therein.

17. LIST OF WINNERS AND OFFICIAL RULES

The name of the Winner will be posted online at <https://winquest.app/winners-page> after the winner has been verified. To obtain a winners list and/or a copy of these Official Rules by mail, Participants who wish to receive a copy must submit a self-addressed stamped envelope to the Sponsor's representative at the following address:

WinQuest Inc.

By Mail:

WinQuest Inc.
449 Lincoln street
Steelton, PA 17113

By Email:

support@winquest.app

18. PRIVACY

The information provided will be used in accordance with the Sponsor's Privacy Policy (<https://winquest.app/privacy-policy>). Should there be any conflict between Sponsor's Privacy Policy and these Official Rules, these Official Rules shall govern. Should there be any conflict between Sponsor's Terms and Conditions (<https://winquest.app/terms-and-conditions>) and these Official Rules, these Official Rules shall govern only as it relates to the Contest. We will not disclose your personal information to a third party, unless you have consented to such disclosure or where we are required to do so by law. Should you breach these Official Rules, or if we are under a duty to disclose or share your personal data in order to comply with any legal obligation, we may disclose your information to a relevant authority. This may include exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction. Any disclosure of personal information will be strictly controlled and made fully in accordance with U.S. laws.