

The Connecting with Your Partner Study - \$500 Sweepstakes "Official Rules"

This sweepstakes is limited to people participating in the "Connecting with your Partner Study". Although you must be a study participant and must complete the 1-month follow-up survey to be enrolled in the sweepstakes, no purchase is necessary to enter or win a prize. Purchasing an Agapé subscription will not improve your chances of winning. You can use the following link to enroll in the study: <https://agapeapp.page.link/researchstudy>. A valid email address is required to participate.

As participation in the study is strictly limited to adults 18 years old or older, minors are not eligible to participate in the sweepstakes.

Each potential winner may be required to participate in the prize fulfillment process and sign documentation, such as a release, as more fully detailed below, as a condition of being awarded a prize.

By participating, you agree to these Official Rules, which are a contract. Without limitation, this contract includes indemnities to the Sponsor (defined below) from you and a limitation of your rights and remedies. As more fully detailed below, you agree that all disputes associated with this Sweepstakes (excluding all disputes associated with the Prize) will be decided by binding arbitration (found in Rule 12).

1. Sweepstakes Description.

Agapé Wellness Inc. (the "Sponsor") in collaboration with Dr. Ron Rogge, Associate Professor of Clinical Psychology at the University of Rochester is holding a sweepstakes for two separate prizes of \$500 Amazon or Visa gift cards for participating in the final 1-month follow-up of the Connecting with your Partner Study. Study participants can enter the Sweepstakes by completing the 1-month follow-up survey beginning on May 1, 2022 at 12:00:00 a.m. Eastern Standard Time (EST) and ending on August 31, 2022 at 11:59:59 p.m. EST – representing the Entry Period.

See Rule 3 below for all purchase entry details.

The Sweepstakes entry is available to anyone who is 18 years or older but is restricted to those individuals participating in the "Connecting with your Partner Study." Void where prohibited. The Sweepstakes is governed by these Official Rules.

The database clock for the Qualtrics servers operating the 1-month follow-up survey will be the official timekeeping devices for the Sweepstakes. Except as otherwise specifically stated in these Official Rules, all times mentioned in these Official Rules are Eastern Standard Time (EST). A day is the 24-hour period beginning at 12:00:00 a.m. and ending that same day at 11:59:59 p.m.

2. Who Is Eligible To Enter/Win.

The Sweepstakes is open only to individuals who are participating in the Connecting with your Partner study. Persons in any of the following categories are not eligible to participate in the Sweepstakes: any person who on or after May 1, 2022, was or is:

- a. an Agapé employee;
- b. a member of Dr. Rogge's research lab at the University of Rochester;
- c. an immediate family member (defined as spouse, IRS dependent or biological, foster, in-law, adoptive or step- mother, father, sister, brother, daughter or son) of, or anyone who resides in the same household as, any person in any of the preceding categories.

An eligible individual who attempts to enter the Sweepstakes is hereafter referred to as "Participant". Each Participant unconditionally accepts and agrees to comply with and abide by these Official Rules.

3. How To Enter The Sweepstakes.

Become a part of the Connecting with Your Partner Study: To enter the Sweepstakes you must be a participant of the Connecting with Your Partner Study sponsored by Agapé Wellness Inc. in collaboration with Dr. Ron Rogge, Associate Professor of Clinical Psychology at the University of Rochester. You can use the following link to enroll in the study: <https://agapeapp.page.link/researchstudy> .

Complete the 1-month Follow-Up Survey: Once you have successfully enrolled in the Connecting with Your Partner Study, you will be sent emails helping you through the various aspects of the study over the following month. Your participation in the study will conclude with invitations to complete the final 1-month follow-up survey. Once you have completed the final 1-month follow-up survey, you will automatically be entered into the Sweepstakes. Note that the winner will be notified via email.

Thus, there is only one way to enter the Sweepstakes:

A. Participating in the Connecting with your Partner study and completing the 1-month follow-up survey

An eligible Participant will automatically receive one entry (each an "Entry") into the Sweepstakes when they complete the 1-month follow-up survey at the end of their participation in the Connecting with your Partner Study. If by reason of any problem, whether mechanical, technical, due to human error or omission or other means the order cannot be completed, no Entry will be recorded. When you submit the final 1-month follow-up survey on Qualtrics and it is successfully received and recorded by the website servers, that will be the date and time of the submitted entry. Entries are recorded in EST, regardless of where in the Territory the Participant is located and must be received no later than August 31, 2022 at 11:59:59 p.m. EST.

B. Limits:

There is a limit of one Entry per Participant. Any subsequent entry(ies) will be disqualified and any person submitting purported entries in excess of the above-stated limit may be disqualified in Sponsor's sole discretion. Participants may not share an email address with any other participant for purposes of entering the Sweepstakes.

4. Drawing/Odds of Winning.

Two potential winners will be selected from among all eligible Entries received for the entire Entry Period in a random prize drawing on or about September 6, 2022, conducted by an independent researcher unaffiliated with Agapé Wellness Inc. selected by Dr. Rogge. The odds of winning a prize will be determined by the number of eligible Entries received. Limit one prize per Participant.

5. Winner Notification.

Sponsor will notify the potential winners by email within approximately two business days after the random prize drawing. The potential winner must respond within five business days of receipt of email in accordance with the notification instructions and provide the Agapé Wellness Inc. with all requested information, which may include, without limitation: Participant's first and last name, street address, city, state, ZIP Code and phone number.

Prize claim documents ("Prize Claim Documents") will then be sent to the potential winner via email and/or mail. The Prize Claim Documents for the potential winner will also include a declaration of eligibility/release of liability/prize acceptance and publicity release (where permitted by law), and any other documentation reasonably requested by Sponsor, all of which the potential winner must complete and return within seven days of the date the Prize Claim Documents are sent to the potential winner.

All Prize Claim Documents received after the deadline shall be deemed void, and the potential winner may be disqualified. Prize Claim Documents that are complete and duly submitted to Agapé Wellness Inc. within the required period will be verified within approximately four weeks after the Prize Claim Documents are received, or as soon thereafter as reasonably practical, and once verified, the winner will be contacted to coordinate delivery of the prize.

If the potential prize winner cannot be reached after Sponsor or its representative has made a reasonable effort to contact them, declines a prize for any reason, or fails or refuses to properly sign and return all Prize Claim Documents by the redemption deadline or if the Prize Claim Documents or any portion of a prize is returned as unclaimed or undeliverable to any potential winner, or if it is discovered that a potential winner made any false statement in any Prize Claim Documents, or if the potential prize winner is at any time found to be ineligible or otherwise in violation of these Official Rules (including, without limitation, by using multiple sets of contact information or any other method in an attempt to circumvent the above-stated Entry limitations), that a potential winner has registered for the Sweepstakes using more than one email address or Digital Device, or if the potential winner declines a prize, or fails to comply with these Official Rules, such potential winner will be disqualified and will forfeit the prize and all rights to the prize they otherwise might have received.

The Sponsor will attempt to award any such prize to an alternate winner, but will not pursue more than three alternates for each prize, time permitting. The submission of Prize Claim Documents is solely the responsibility of the potential winner. Prize Claim Documents submitted become the sole property of Sponsor and will not be returned; Sponsor shall not be responsible to correspond with Participants. When sending Prize Claim Documents to Agapé Wellness Inc., it is strongly recommended that Participants retain a photocopy of all Prize Claim Documents submitted, and send the submission using Registered, Certified or Express Mail with a receipt of mailing (although proof of mailing does not constitute proof of delivery).

6. Prizes.

Two \$500 Prizes: Each Prize includes a gift card to either Amazon or Visa valued at \$500. Each Prize is subject to Terms in Rule 7.

Total Number of Prizes: 2; Total ARV of \$1,000

7. Prize/Entry Conditions/Restrictions.

A. Entry Conditions: Each Participant acknowledges and agrees that the decisions of Sponsor shall be final, binding and conclusive in all matters relating to the Sweepstakes. Any person attempting to forge Prize Claim Documents or defraud Sponsor or any of the Sweepstakes Entities (defined below) in any way may be prosecuted to the fullest extent permitted under the law. In the event of a dispute concerning the identity of a Participant, the Participant will be declared to be the registered account holder of the email address associated with the disputed Sweepstakes Entry, but only if that person meets all other eligibility criteria. Otherwise, the Sweepstakes Entry may be disqualified, and any potential Prize won will be forfeited in Sponsor's sole discretion.

B. Prize Terms And Restrictions: Sponsor does not represent that any money provided as part of the prize to help towards taxes will be sufficient to cover winner's potential tax liability associated with winning the prize. If a winner is not able to utilize in any portion of a Prize, that unused portion will not be substituted for cash or any other prize.

All details and other restrictions of Prizes not set forth in these Official Rules will be determined by Sponsor in its sole discretion. Sponsor reserves the right to refrain from conducting any advertising or publicity associated with a winner for any reason. There is no transfer, substitution or cash equivalent for any prize. All income taxes (including, without limitation, federal, state and/or local income taxes) on or connected with any prize, and the reporting consequences thereof, are solely the responsibility of the winner. If required by law, Sponsor reserves the right to withhold and remit to the appropriate taxing authorities the amount of any taxes due.

8. General Release And Conditions Of Participation.

Agapé Wellness Inc. and all of their respective shareholders, officers, directors, agents, representatives and employees (individually and collectively "Sweepstakes Entities") are not responsible for:

- a. incomplete, misdirected, late, lost, garbled, unintelligible, damaged, stolen, non-delivered or postage-due submissions of Prize Claim Documents or other Sweepstakes-related materials whether caused by Participants, wireless carriers, Internet Service Providers ("ISP") or unauthorized human intervention;
- b. any damage to a Participant's or other person's computer system or Digital Device which is caused or occasioned by participating in the Connecting with your Partner Study, Sweepstakes or claiming a Sweepstakes prize;
- c. technical difficulties or failures of any kind including, but not limited to, lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet, Digital Device or wireless carriers, websites or other connection, availability or accessibility problems arising in connection with or over the course of the Sweepstakes;
- d. miscommunications or failed, jumbled, scrambled, delayed, dropped, interrupted, lost, non-delivered or misdirected computer, telephone, Digital Device, email, mobile or cable transmissions or hardware, software, program or programming malfunctions, failures or difficulties of any kind including, but not limited to: malfunctions, interruptions or disconnections in transmissions or connections, phone lines, network hardware or software, computers, equipment, programming errors, cable, satellite, cellular tower or ISP or wireless carriers;
- e. any technical malfunctions, failures or difficulties, printing errors, clerical, typographical or other errors, including in any Sweepstakes materials or any Prize Claim Documents;

- f. any errors or failures of any kind, whether human, mechanical, clerical, electronic, interruption of power, digital, mobile or technical in nature, or unauthorized human intervention;
- g. any incorrect or inaccurate information, whether caused by the Connecting with Your Partner Study or Agapé Wellness Inc. or tampering, hacking, or by any equipment or programming associated with, or utilized in the Sweepstakes, including, without limitation, Entries that are submitted by automated computer programs or other illegitimate means;
- h. the incorrect or inaccurate capture of information or the failure to capture or loss of any information; or
- i. communications that are undeliverable as a result of any form of active or passive filtering of any kind, insufficient space in a Participant's email or voicemail inbox.

Sponsor reserves the right to restrict or void entries or participation from any IP address, Digital Device or other identifiable source if it detects any suspicious entry and/or participation.

Important: By participating in the Sweepstakes, each Participant hereby releases and agrees to hold the Sweepstakes Entities harmless from and against any and all costs, injuries, losses or damages of any kind, including, without limitation, property damage, death and bodily injury (whether due to negligence or otherwise), due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity or the receipt, use or misuse of any Prize.

Participants waive the right to assert as a cost of winning any Prize, any and all costs of verification and redemption or travel to claim said Prize and any liability and publicity which might arise from claiming or seeking to claim said Prize. By participating in the Sweepstakes, each verified winner hereby agrees and grants Sponsor the right, but not the obligation, to the use of his or her name, voice and likeness, along with his or her address (city and state) and any statements made by or attributed to such winner in any and all media, now known or hereafter devised, without notice, review or approval, in perpetuity and throughout the world for advertising, commercial and promotional purposes in connection with the Sweepstakes and other promotions without further compensation (except where prohibited by law), and releases the Sweepstakes Entities from any liability with respect thereto.

9. Digital Device Requirements.

Using a Digital Device and/or operating system not supported by Agapé Wellness Inc. may prevent eligibility in the Sweepstakes due to the necessity of participating in the Connecting with Your Partner Study and utilizing the Agapé App. Your Digital Device must support the operating system that the Agapé App requires for your specific device. While all efforts are made to support current operating systems and Digital Devices based on the Agapé App System Requirements, new operating systems and/or Digital Devices may not be supported if brought to market after the development of this Sweepstakes. Sponsor is not responsible for any browser or device supporting issues.

Agapé App System Requirements:

Android™ 5 LOLLIPOP or higher
iOS 13.0+ compatible with iPhone®

10. Disclaimer Of Warranties.

To the fullest extent permitted by applicable law, the Sweepstakes Entities make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize in connection with the

Sweepstakes. Without limiting the generality of the foregoing, such prizes are provided "as is" without warranty of any kind, either express or implied, and, to the fullest extent permitted by applicable law, the Sweepstakes Entities hereby disclaim all such warranties, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose and/or non-infringement.

11. Miscellaneous.

A. Disqualification:

It is the Participant's sole responsibility to ensure that they have complied in full with all conditions and requirements contained in these Official Rules. If any potential winner is found to be ineligible, or if they have not complied with these Official Rules, or declines a prize for any reason prior to award, such potential winner will be disqualified, and the prize forfeited. No mechanically reproduced, illegible, incomplete, forged, software-generated, third-party or other automated or robotic entries, in whole or in part, will be accepted. Entries made by any individual or any entity other than the Participant and/or originating by any other mechanism, including but not limited to commercial sweepstakes subscription notification and/or entering services, will be declared invalid and disqualified from this Sweepstakes. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the Entry process or the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person. The Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law.

B. Force Majeure/Printing and Production Errors:

Sponsor reserves the right, without prior notice and at any time, to terminate the Sweepstakes, in whole or in part, or modify, suspend or extend the Sweepstakes or Sweepstakes materials in any way, if it determines, in its sole discretion, that Agapé Wellness Inc., any Sweepstakes materials and/or Prize Claim Documents reflect printing, production or other errors, or if it determines, in its sole discretion, that the Sweepstakes is impaired or corrupted or that fraud or technical problems, failures, malfunctions or errors (including, without limitation, viruses or other deleterious programs or materials, glitches or printing or production errors) have destroyed or severely undermined the proper Entry, integrity and/or feasibility of the Sweepstakes. In the event Sponsor is prevented from continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made health epidemic, pandemic, earthquake, explosion, labor dispute or strike, acts of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state or local government law, order or regulation, public health crisis, order of any court or jurisdiction or other cause not reasonably within Sponsor's control, then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend or terminate the Sweepstakes. Only the type and quantity of prizes described in these Official Rules will be awarded.

C. Invalidity:

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be

construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Headings and captions are used in these Official Rules solely for ease of reference and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof. These Official Rules cannot be modified or amended in any way except in writing by a duly authorized representative of Sponsor.

D. Governing Law:

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations as between Participant and Sponsor, subsidiaries, affiliates, related companies, franchisees, local advertising cooperatives, Agapé app and Website developers, digital/advertising/promotion agencies, Agapé Wellness Inc. or any of their respective shareholders, officers, directors, agents, representatives or employees in connection with the Sweepstakes shall be governed by and construed in accordance with the internal laws of the State of New York including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's or jurisdiction's laws. All claims solely against Agapé Wellness Inc. arising from or in connection with the Prizes shall be governed by and construed in accordance with the internal laws of the State of New York including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's or jurisdiction's laws. All claims will be resolved individually without resorting to any class action pursuant to Rule 12 below.

E. Privacy:

Except as otherwise contemplated in these Official Rules, Participants' contact information, Agapé app data and usage, and survey data collected by Sponsor in connection with the Sweepstakes will be used by Sponsor in accordance with the Sponsor's Privacy Policy.

12. Dispute Resolution.

A. Sweepstakes Entities:

By participating in this Sweepstakes, each Participant agrees that:

- a. any claim, dispute or controversy (whether in contract, tort or otherwise) Participant may have against any of the Sweepstakes Entities arising out of, relating to or connected in any way with the Sweepstakes, the awarding or redemption of the Prizes, or the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration;
- b. this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16;
- c. the arbitration shall be held at a location determined by Agapé Wellness Inc. pursuant to the Rules and Procedures (provided such location is reasonably convenient for Participant), or at such other location as may be mutually agreed to by the Participant and Sponsor;
- d. the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the Participant may have entered into in connection with the Sweepstakes;
- e. the arbitrator shall apply New York law for claims against Sponsor and applicable statutes of limitations, and shall honor claims of privilege recognized at law;

f. there shall be no authority for any claims to be arbitrated on a class or representative basis as Participant and Sponsor hereby waive the right to assert claims in any class or representative action; arbitration can thus decide only the Participant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated;

g. in the event that the administrative fees, arbitrator fees and filing fees associated with the arbitration exceed \$250, Sponsor agrees to pay any such administrative, arbitrator and filing fees exceeding \$250 on the Participant's behalf, subject to ultimate allocation by the arbitrator; in addition, if the Participant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the Participant's fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and

h. with the exception of subpart (f) above, 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 Agapé Wellness Inc., 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. If, however, subpart (f) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither Sponsor nor Participant shall be entitled to arbitrate their dispute. Finally, this arbitration provision is reciprocally binding on all parties, such that both Participant and Sponsor are required to arbitrate their claims against one another.

13. Official Rules.

These Official Rules will be available at www.couples-research.com during the Entry Period.

14. Winners List.

For a list of Official Winners, visit www.couples-research.com

15. Sponsor.

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