

## **OFFICIAL RULES – Manifest Your Glow Up 5 Day Workshop Giveaway**

1. **HOW TO ENTER:** No purchase or payment of any kind is necessary to enter or win this MB Free 5-Day Challenge (the “**Promotion**”). Any purchase or payment will not increase your chance of winning the Promotion. The Promotion begins at 10:00am PST on October 24, 2022 and ends at 11:59pm PST on October 28, 2022(the “**Promotion Period**”). Throughout the Promotion Period, you may enter the Promotion by following the Instagram account @manifestationbabe (the “**Account**”) and following the instructions of each Instagram Live on the Account (each a “**Live**”), including but not limited to posting a dedicated, static in-feed post on your Instagram account featuring or in response to each assignment from the Live (each a “**Post**”). Each Post must utilize the secret hashtag from the Live as well as #MBPromotion in the caption above the fold (e.g. above the “see more”). Except as provided above, there is no minimum length or format required for each Post (e.g. Post can be a static image (that you own or have the rights to) with the answer to the assignment included in the caption, or a video of you reading your answer to the assignment). Each Post must be posted within the time period specified in each Live, but in the absence of such, within 24 hours of the next assignment’s due date. Notwithstanding, you may combine up to two (2) Posts—e.g. if a Post is required each day from Monday-Friday, you may combine assignments due on Tuesday and Wednesday into one (1) Post published on Wednesday. The Posts must be truthful and based on your actual experience (if applicable) and contain an FTC compliant and conspicuous disclosure per the FTC endorsement guides available [here](#) (the “**FTC Guides**”). Alternatively, you may also enter the Promotion by following the Account on Instagram and submitting all Posts in one (1) email to [hello@manifestationbabe.com](mailto:hello@manifestationbabe.com) with the subject line “Free Challenge Promotion- Email Entry” before the close of the Promotion Period. All referenced links throughout the Official Rules are embedded directly in the accompanying text. Incomplete, false or deceptive entries are void. Winner will be picked and announced on the Account’s Instagram Story per the time table in Section 3. Manifestation Babe LLC’s (the “**Company**”) computer will serve as the official time keeping device for this Promotion. Make sure your profile and settings are public so we can confirm you’ve properly entered during the relevant Promotion Period. Online entry is the only method of entry.

2. **ELIGIBILITY:** The Promotion is open to legal residents of the United States and the District of Columbia (excluding Arizona) who are at least 18 or the age of majority in their state of residence (whichever greater) as of October 24, 2022, and who have not previously won a different iteration of this Promotion. You do not have to purchase any Course or Product (as defined in the Company Terms) in order to enter the Promotion, but if you have made or committed to such purchase, you must not be in breach of the respective Service License (as defined in the Company Terms) at the time of entry, which means without limitation, that you must be current on all payments with respect thereto. Employees of Company and its advertising and promotional agencies, and any other entities participating in the design, marketing, administration or fulfillment of this Promotion, as well as each of their parent corporations, subsidiaries and affiliated companies (collectively with Company, the “**Promotion Entities**”), and each of their immediate families and members of their households are ineligible to participate in this Promotion. Void where prohibited.

3. **SELECTING THE WINNERS AND NOTIFICATION:** The potential prize winner will be selected by at random drawing after compiling all eligible entrants from the Promotion Period (each an “**Entrant**” and collectively the “**Entrants**”). Company, whose decision is final and binding in all respects, will contact the selected Entrant through Instagram on direct messenger (“**Notice**”) on or after October 29, 2022 (“**Potential Prize Winner**”). Odds of winning the Prize depend on the number of eligible entries received from Entrants during the Promotion Period. Failure of Potential Prize Winner to respond to such notification within 24 hours will result in disqualification of Potential Prize Winner and an alternate potential winner will be selected (“**Alternate Potential Winner**”). Alternate Potential Winner shall be contacted via Notice as soon as practicable and shall also have 24 hours to respond. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL

ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED, WHICH MAY REQUIRE ENTRANT'S EXECUTION AND RETURN OF AN AFFIDAVIT OF ELIGIBILITY AND PUBLICITY AND LIABILITY RELEASE CONSISTENT WITH THE TERMS HEREIN (A "RELEASE") AND AS DETERMINED IN COMPANY'S SOLE DISCRETION), AND ENTRANT HAS BEEN NOTIFIED VERIFICATION IS COMPLETE (each a "Winner").

4. **General Conditions; License.** Except where prohibited by law, by entering the Promotion or agreeing to accept the Prize or accepting the Prize, each Entrant hereby irrevocably and exclusively grants to the Promotion Entities, and their licensees, affiliates, and assigns (collectively, the "**Licensed Parties**"), an irrevocable, royalty-free and fully paid up right and license (but not obligation) to use the Entrant's photograph, likeness, statements, voice, and biographical information related thereto (collectively, the "**Materials**"), throughout the universe, in perpetuity in any and all media, whether now or hereafter known or devised, for any and all purposes, including but not limited to commercial or advertising purposes, without review, credit, permission, or further compensation or consideration. Without limitation, each Entrant understands and agrees that the rights granted herein include reproduction and/or exploitation of the Materials or derivatives thereto, in whole or in part, in any media throughout the world, in perpetuity and throughout the universe as may be conferred upon the Licensed Parties under all applicable laws, regulations, or directives. Entrant hereby irrevocably waives all so-called "moral rights of authors" and "droit moral" rights (and any similar rights under the laws of any country of the world) in connection with the Materials and exploitation of any nature.

5. **PRIZES AND TAXES:** Three (3) Winners will be selected—one (1) will receive the Manifestation Babe Academy Course, one (1) will receive a book bundle & HOI candle selected by Company, and one (1) will receive a gift box with various items selected by Company and ranging in value (each and collectively, the "**Prize**"). The total estimated retail value of all Prizes is \$3,449 USD. Limit 1 Prize per family or household per Promotion Period for this Promotion and other iterations of such. No substitution or transfer of Prize permitted by Winner. Additional restrictions may apply.

Each Winner is solely responsible for all taxes and any costs or expenses associated with or resulting from the Promotion and accepting any Prize. Each Winner shall provide, upon Company's request, all available information that Company may reasonably require to fulfill its obligations under any national, state, provincial, or local tax statute, regulation, or rule. Each Winner acknowledges that Company will rely upon such information to prepare all relevant tax materials, if any, including the Internal Revenue Service form 1099.

6. **RELEASE:** This Promotion is subject to all applicable federal, state and local laws of the United States. By participating, Entrants agree to be fully and unconditionally bound by these Official Rules and the decisions of Company and waive any and all right to claim ambiguity in the Promotion or these Official Rules or that Entrants' publicity or similar rights were infringed upon. Entrants and Winners also agree to release, discharge, indemnify and hold harmless the Licensed Parties, Instagram, Meta (formerly Facebook), YouTube, Twitter, Pinterest, and TikTok, and each of their respective officers, directors, employees, representatives and agents (collectively, the "**Released Parties**") from and against any claims, damages, disability, attorneys' fees and costs of litigation and settlement, as well as any liability due to any injuries, damages or losses to any person (including death) or property; or of any acceptance, possession, ownership, misuse of any Prize. Company may rescind any aspect of the Promotion, in whole or in part, found to contain such errors without liability at its sole discretion.

THE PROMOTION ENTITIES DO NOT MAKE ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF ANY PRIZE OR, IF APPLICABLE, ANY PRIZE COMPONENTS, INCLUDING, WITHOUT LIMITATION, QUALITY, MERCHANTABILITY OR FITNESS FOR A

PARTICULAR PURPOSE. FURTHER, NO RESPONSIBILITIES ARE ACCEPTED FOR ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS OR ACTS OR GOVERNMENT OR AUTHORITY.

Each Entrant and Winner understands and agrees that all rights under Section 1542 of the California Civil Code and similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

7. **LIMITATION OF LIABILITY:** The Released Parties are not responsible for: (i) lost, late, misdirected, undeliverable or incomplete entries due to system errors or failure, or faulty transmissions or other telecommunications malfunctions and/or entries; (ii) technical failures of any kinds; (iii) failures of any of the equipment or programming associated with or utilized in the Promotion; (iv) unauthorized human and/or mechanical intervention in any part of the entry process or the Promotion; (v) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (vi) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or part, from Entrant's participation in the Promotion or receipt or use 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 Promotion. If for any reason this Promotion is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or any other causes beyond the reasonable control of Company which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, then Company reserves the right at its sole discretion to cancel, terminate, modify, or suspend all or any part of the Promotion and to select potential winners from among all eligible entries received by Company up until the time of such cancellation, termination, modification or suspension, as applicable. **By entering this Promotion, you are giving your permission to receive emails from Company.**

To the extent permitted by applicable law, all judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Promotion and shall not include any indirect, punitive, incidental and/or consequential damages.

8. **JURY TRIAL WAIVER:** EXPECT AS PROHIBITED BY LAW AND AS A CONDITION OF PARTICIPATING IN THIS PROMOTION, ENTRANT HEREBY WAIVES ANY RIGHT HE/SHE/THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS PROMOTION, ANY DOCUMENT OR AGREEMENT ENTERED INTO CONNECTION HEREWITH AND ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

9. **APPLICABLE LAWS AND JURISDICTION.** This Promotion is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules for this Promotion, and all disputes arising out of or connected to this Promotion (collectively, the "**Disputes**") shall be governed by the laws of the State of California, without regard to any principles of conflict of laws, except that the arbitration clause herein shall be governed by the Federal Arbitration Act. Should there be a conflict between the laws of the State of California and any other laws, the conflict will be resolved in favor of the laws of the State of California. All disputes arising out of or connected with this Promotion will be resolved individually, and without resort to class action, exclusively by binding arbitration by a single arbitrator in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association, in a county in Los Angeles designated by Company. The arbitrator shall be an expert in the field of intellectual property law and marketing. All parties shall bear their own expenses, except

that parties shall equally share the expenses of the arbitrator (except for the required non-refundable filing fees which shall be paid solely by the party asserting the related claim). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

10. **PRIVACY POLICY AND TERMS OF USE:** By entering this Promotion, you acknowledge and agree that: (i) you have opted-in to the respective Promotion Entities', including the Company's Terms of Use and Privacy Policy, copies which are available [here](#) and [here](#), respectively, which may be updated from time to time without notice (collectively, the "**Company Terms**"); and (ii) by opting-in, you have read and consent to the foregoing. You further acknowledge that if you are chosen as a Winner, certain of your identifying information may be disclosed to third parties as required by law, including, without limitation, on a winner's list.

11. **NO ASSOCIATION: This Promotion is in no way sponsored, endorsed or administered by or otherwise associated with any social media platform, including but not limited to, YouTube, Instagram, Meta (formerly Facebook), Twitter, Pinterest, and TikTok.**

12. **RULES/WINNERS LIST:** For 60 days after the Promotion Period, you may also send an email to [hello@manifestationbabe.com](mailto:hello@manifestationbabe.com) for the name of the Winners. In the subject of the email, type "MB Challenge Promotion- October 2022 Winner List." No correspondence will be entered into except as noted herein.