

# Refer a Friend - Win a trip to The Fresh Life Conference in Australia!

## OFFICIAL RULES

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED BY LAW.** By participating in this sweepstakes, you are providing your signature, consent and agreement to receive emails from Fresh Clinics Management, LLC, the Sponsor of this promotion. Participation constitutes Entrant's full and unconditional agreement to and acceptance of these Official Rules.

**ENTRY PERIOD:** The Refer a Friend - Win a trip to The Fresh Life Conference in Australia! promotion (the "Sweepstakes") begins on May 12, 2025 at 12:00 am (UTC) Coordinated Universal Time and ends on June 30, 2025 at 11:59 pm (UTC) Coordinated Universal Time ("Sweepstakes Period"). Sweepstakes is sponsored by Fresh Clinics Management, LLC.

**SPONSOR:** Fresh Clinics Management, LLC, at 2800 Post Oak Blvd #4100, Houston, Texas, 77056 (the "Sponsor")

**ADMINISTRATOR:** Fresh Clinics Management, LLC, at 2800 Post Oak Blvd #4100, Houston, Texas, 77056 (the "Administrator")

**ELIGIBILITY:** The Sweepstakes is open only to natural persons who are legal residents of the 50 United States, including the District of Columbia, and excluding Florida and New York, who are 18 years of age or older or have reached the age of majority in his or her state of residence as of the Sweepstakes start date ("Entrant"). Persons in any of the following categories are not eligible to participate or win a Prize: (a) persons who are employees or agents of the Sponsor, the Administrator, their respective parent companies, affiliates, divisions, prize providers, subsidiaries, suppliers, distributors and the service agencies or independent contractors of any of the above organizations; (b) suppliers, distributors or retailers of the Sponsor's products; (c) individuals engaged in the development of, the production or distribution of materials for, or the implementation of this Sweepstakes; or (d) employees of, persons in the immediate family of, or persons living in the same household as any person in any of the preceding categories (collectively, "Released Parties"). All federal, state and local laws and regulations apply. For the purposes of this Sweepstakes, "immediate family members" is defined as spouse, domestic partner, mother, father, grandmother, grandfather, children, siblings and their spouses, and "persons living in the same household" shall mean people who share the same residence at least three (3) months a year, whether legally related or not. This Sweepstakes is void in Puerto Rico, Guam, American Samoa, all other United States territories, possessions, and

protectorates, foreign based United States military installations and wherever restricted or prohibited by law.

**HOW TO ENTER:** During the Sweepstakes Period eligible Entrants may enter the Sweepstakes in one of the following ways:

**Website:** By visiting <https://swpp.me/e/freshlife25> ("Website"), the Entrants will be instructed to complete and submit the Sweepstakes entry form. Each completed and confirmed entry form will generate one (1) Sweepstakes entry during the Sweepstakes Period. All non-winning eligible Entries are added to subsequent winner drawings.

**QR Code:** By scanning the QR code displayed on this Sweepstakes promotional materials during the Sweepstakes Period. An Entrant can scan the designated QR code using the camera application of a smartphone with QR Code scanning capabilities or a device with a QR Code scanning application, scan the QR code found on the sweepstakes promotional materials. Upon scanning the designated QR code, an Entrant will be directed to the Sweepstakes entry website. The Entrant will be instructed to complete and submit the Sweepstakes entry form.

Upon the successful submission of the designated social media actions, the Entrant will receive one (1) entry(ies) into the Sweepstakes. All entries must be received by no later than 11:59 pm on the last day of the Sweepstakes Period to be eligible to win the prizes offered. Each Entrant is limited to a total of one (1) entry during the Sweepstakes Period, regardless of the number of email addresses or mobile devices they may have. Administrator's computer is the official time keeping device for this Sweepstakes. Proof of e-mailing or texting does not constitute proof of delivery or entry. Any attempt to submit more than the maximum number of entries using multiple/different email addresses, mobile devices, identities or any other methods may void that entrant's entry. Entries generated by robotic, programmed, script, macro or other automated means will be disqualified. No other forms of entry are valid other than those set forth above. All entry information becomes the property of the Sponsor.

**IMPORTANT:** MESSAGE AND DATA RATES MAY APPLY. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THIS SWEEPSTAKES. ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PRICING PLANS.

**DRAWING AND NOTIFICATION:** 2 potential winner(s) will be selected randomly on or around July 07, 2025 at 01:00 pm (UTC) Coordinated Universal Time from among all eligible entries received during the Sweepstakes Period in accordance with these Official Rules through the entry methods specified above ("Winners"). The potential Winners will be notified on or around July 14, 2025 at 01:00 pm (UTC) Coordinated Universal Time using the information provided in their entry. All drawings will be conducted by the Sponsor or Administrator whose decisions are final and binding in all matters relating to this Sweepstakes. The Sponsor or Administrator will randomly select the potential Winner at the drawing. The decisions of Sponsor are final and binding in all matters relating to the Sweepstakes. Odds of winning depend on the number of eligible entries received during the Sweepstakes Period. The Winners will be notified by mobile

phone, text message, or email and will be required to claim their Prize within five (5) days. If no response is received within the time allotted, one (1) alternate Winner for that prize will be selected. Any alternates selected will also be required to claim their Prize within five (5) days of notification. If no response is received by the alternates, that prize will go unawarded. Sponsor is not responsible for suspended or discontinued internet, land line, or wireless service which may result in a potential Winner not receiving initial Prize notification or communication from Sponsor.

The Prizes are as follows (altogether collectively, the "Prizes" and each a "Prize")

**PRIZE:** (1) One round-trip economy flight to Brisbane, Australia, booked by the Fresh Clinics team on our preferred airline and at our preferred date and time. (1) One accommodation booked by Fresh Clinics at The Crystalbrook Vincent, Brisbane, for the duration of The Fresh Life Conference. Access for (1) one to The Fresh Life Conference and Finale Event, Australia's premier aesthetic event valued at \$1,000 USD. Arrival in Brisbane on Monday, 1st September 2025, and departure on Friday, 5th September 2025. Any costs or expenses outside of flights, accommodation, and conference ticket are not included in the Prizes and will be the responsibility of the winner. This includes but is not limited to: Transportation to and from airports., Meals and food outside of conference activities., Any upgrades on flights or accommodation., Any personal expenses incurred during the trip. The Prizes cannot be converted to cash or any form of credit. Fresh Clinics reserves the right to select the best economy flights to and from Australia, based on availability and budget. Fresh Clinics reserves the right to select appropriate accommodation for the winner for the duration of The Fresh Life Conference. The Prizes are non-transferable and cannot be exchanged for other prizes or cash equivalents.. The Approximate Retail Value (ARV) of each Prize is \$3,500.00

Air travel must be round trip. Sponsor or Administrator will determine airline, flight itinerary and hotel and accommodations in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight or event. Travel and accommodations are subject to availability. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. Any applicable Prize Winner will not receive the difference between actual and ARV. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute either Prize (or a component thereof) for one of equal or greater value if the designated Prize should become unavailable for any reason. All travel must be arranged with Sponsor or Administrator a minimum of thirty (30) days in advance and is subject to availability and Sponsor's approval.

If a Winner is unable to travel to redeem their Prize, the Sponsor may choose an alternate Winner or provide the Winner the cash portion of the Prize if any is offered and no other compensation shall be due to the Winner. All travel dates will be determined by the Sponsor, and once made may not be altered except by Sponsor. Some restrictions may apply. Meals, COVID-19 testing, ground transportation, incidentals, tips, telephone calls, or any other personal expenses incurred during the trip are the sole responsibility of the Winner. All other expenses not specifically identified as included in the Prize are the sole responsibility of the Winner. The

Winner, and any travel companions traveling at their own expense, are responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. (The Sponsor and Administrator are not responsible for, and the Prizes do not include, any award for or to any travel companions of any Winner. Travel companions may not attend The Fresh Life Conference and Finale Event. Any arrangements between a Winner and their travel companions, if any, are their own responsibility. Each Winner agrees to defend and indemnify the Sponsor and Administrator, and their employees and agents, from and against any and all claims, injuries, liability, demands, losses and expenses arising out of any of their travel companions.)

**PRIZE CONDITIONS:** No substitution or transfer of a Prize or election of cash in lieu of a Prize will be permitted, except by Sponsor. The Sponsor reserves the right at its sole discretion to substitute any part of any Prize package with another Prize of equal or greater value in the event that a Prize (or any component thereof) is not available. **Prize Winners will be required to complete and sign an Affidavit of Eligibility and Liability/Publicity Release, unless prohibited by law, form provided to them to be returned within five (5) days of written notification, or the Prize may be forfeited, and an alternate winner may be selected. Prize Winners will also be required to disclose their social security number for the purpose of issuance of a Form 1099-Misc for tax purposes.** Any Prize Winner's travel companions must also complete, sign and return a Travel Companion Affidavit of Eligibility and liability/publicity release when requested. Each Winner is solely responsible for all applicable federal, state and local taxes and/or any other fees/costs associated with their Prize or receipt of their Prize. If you are selected as a Winner, your information may also be included in a publicly-available Winner's list. Limit one Prize per individual, household, street address, mobile number and/or email during any one (1) year period across Sponsor's promotions. Winners acknowledge that Sponsor has neither made nor is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prizes. By accepting a Prize, where permitted by law, each Winner grants to the Sponsor, its parent, subsidiaries and related companies, and those acting pursuant to the authority of Sponsor (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation, now known or hereinafter invented without territorial limitations, in perpetuity, at any time the recipient's full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification.

**GENERAL RELEASES AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, Entrant agrees to release, discharge, indemnify and hold harmless the Released Parties, Facebook, TikTok, X Corp., LinkedIn, Pinterest, Threads, Reddit, Snapchat, Whatsapp, Telegram, Instagram, or Momares, LLC and each of their respective directors, officers, employees, agents, successors and assigns ("Released Parties") from and against any and all claims, liability, costs (including attorneys' fees), losses, damages, fines or injuries (up to and including bodily injury and death) of any kind arising out of or related to: (i) Entrant's participation in the Sweepstakes; (ii) any acceptance, possession, misuse or use of any Prize

(including, without limitation, losses, damages or injuries to Entrant's or any other person's equipment or other property, or to their persons; (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; and (iv) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or prize. Without limiting the generality of the foregoing, Entrants agree that the Released Parties have neither made nor will be in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, in connection with the Sweepstakes and/or with respect to Prizes, including, without limitation, to any Prize's quality or fitness for a particular purpose. Entrant agrees that the Released Parties shall have no responsibility or liability for discontinued prizes; human error; incorrect or inaccurate transcription of registration and/or account information; any technical malfunctions of the telephone or data network, computer online system, computer dating mechanism, computer equipment, software, social media platform, or Internet service provider utilized by Sponsor or Administrator; interruption or inability to access any website, application or online service via the Internet due to hardware or software compatibility problems; any damage to Entrant's (or any third person's) computer or mobile device and/or its contents related to or resulting from any part of the Sweepstakes; any lost/delayed data transmissions, omissions, interruptions, viruses, bugs, defects, delay in delivery or misdelivery of mail by the United States Postal Service; and/or any other errors or malfunctions, even if caused by the negligence of the Released Parties. IN NO EVENT WILL SPONSOR OR SWEEPSTAKES ADMINISTRATOR, AND THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, ADVERTISING AND PROMOTION AGENCIES, DEALERS, DISTRIBUTORS, SUPPLIERS, PRIZE PROVIDERS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, REPRESENTATIVES AND AGENTS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE(S). For New Jersey Residents: nothing herein bars recovery of damages or attorneys' fees where mandated by statute. All Entrants understand that all rights under any laws of their state of residence that may be applicable with respect to the foregoing releases are hereby expressly and forever waived. The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

**DISCLAIMERS:** Administrator and Sponsor reserve the right, in their sole discretion, to modify, terminate or suspend this Sweepstakes (or any portion thereof) for any reason, including, but not limited to, viruses, worms, bugs, fraud, technical failures, non-authorized human intervention, or other causes corrupt or impair the administration, security, fairness or proper play of the Sweepstakes (or any portion thereof) or for any other reason and, in the event of termination at its discretion, select winners from those eligible, non-suspect entries received prior to event requiring such termination. Neither Sponsor nor Administrator assumes responsibility for any error, omission, interruption, deletion, defect, delay in operation or

transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute over the identity of an Entrant, entry will be deemed submitted by the registered account holder of the email address and/or mobile phone number associated with the entry, provided that person is eligible. Prize Winner(s) may be required to show proof of being the registered account holder. "Registered account holder" is defined as the person assigned to an email address by an Internet access provider, an organization responsible for assigning email addresses for the applicable domain, or to the responsible party associated with the account connected to the mobile number. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules and/or other instructions of Sponsor may be disqualified.

**GOVERNING LAW:** The parties agree that the Sweepstakes and these Official Rules will be governed, construed, and interpreted under the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction) which would cause the application of the laws of any jurisdiction other than the State of Texas.

**DISPUTE RESOLUTION:** BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIVE DOLLARS (\$5.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED FIVE DOLLARS (\$5.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

ENTRANT, SPONSOR, ADMINISTRATOR AND THE RELEASED PARTIES (EACH, A "**PARTY**" AND COLLECTIVELY THE "**PARTIES**") EACH AGREE TO FULLY AND FINALLY SETTLE ALL DISPUTES PERTAINING TO THE SWEEPSTAKES, ADMINISTRATION OF THE

SWEEPSTAKES, AND/OR THESE OFFICIAL RULES ONLY THROUGH BINDING ARBITRATION (IN EACH CASE, A "**DISPUTE**"); PROVIDED, HOWEVER, (A) SPONSOR SHALL BE ENTITLED TO SEEK INJUNCTIVE OR EQUITABLE RELIEF IN THE STATE AND FEDERAL COURTS IN OR CLOSEST TO, HOUSTON, TEXAS AND ANY OTHER COURT WITH JURISDICTION OVER THE PARTIES. IN ARBITRATION, THERE IS NO JUDGE OR JURY, AND REVIEW IS LIMITED. THE ARBITRATOR'S DECISION AND AWARD ARE FINAL AND BINDING, WITH LIMITED EXCEPTIONS, AND JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT WITH JURISDICTION.

The Parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator in an arbitration administered by JAMS or any other mutually agreeable arbitration administration service. The arbitration may be conducted in person, through the submission of documents, by phone, or online.

The arbitration shall be commenced and conducted under the Streamlined Arbitration Rules & Procedures of JAMS, which is available at the JAMS' website: [Streamlined Arbitration Rules & Procedures | JAMS Mediation, Arbitration, ADR Services](#), unless otherwise mutually agreed between the Parties. If an in-person hearing is required, except as otherwise required by applicable JAMS rules or applicable law, then it will take place in Houston, Texas or other location determined by the Sponsor. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the Dispute must be brought in a court of competent jurisdiction in Houston, Texas. Sponsor agrees to pay the administrative and arbitrator's fees to conduct the arbitration (but specifically excluding any travel or other costs of Entrant to attend the arbitration hearing). If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Houston, Texas and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts.

In no event shall any Dispute brought by either Party related in any way to the Sweepstakes be commenced more than one (1) year after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

The arbitrator is empowered to resolve the Dispute with the same remedies available in court, however, any relief must be individualized to you and shall not affect any other entrant or claimant. You and each Party also agree that each Party may bring claims against the other in

arbitration only in their respective individual capacities and in so doing **YOU WAIVE THE RIGHT TO A TRIAL BY JURY**, to assert or participate in a class action lawsuit or class action arbitration, to assert or participate in a private attorney general lawsuit or private attorney general arbitration, and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular cause of action, then that cause of action (and only that cause of action) must remain in court and be severed from any arbitration.

**MISCELLANEOUS:** In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules or any other guidelines, instructions, policies, or term will not constitute a waiver of that provision.

Entrant agrees to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, Sponsor's Privacy Policy or Terms of Use on any website, social media platform or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

**USE OF DATA:** All information submitted by Entrant will be treated according to Sponsor's privacy policy, available at <https://www.freshclinics.com/privacy-policy>. By participating in the Sweepstakes and providing your e-mail address and/or mobile phone number Entrant hereby agrees to Sponsor's collection and usage of their personal information and acknowledges that they have read and accepted Sponsor's Privacy Policy. For Canadian residents the personal information you are providing to enter this Sweepstakes will be used only to administer the promotion.

**WINNERS LIST:** For a Winner(s) List, visit <https://swpp.me/w/freshlife25> no earlier than 30 days after the Sweepstakes has ended.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook, TikTok, X Corp., LinkedIn, Pinterest, Threads, Reddit, Snapchat, Whatsapp, Telegram, or Instagram.

Reference to third parties in connection with prizes and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship, or affiliation with Sponsor or the Sweepstakes.