

2019 Kaneka Ubiquinol™ CoQ10 Giveaway
Chance to win a free bottle of Kaneka Ubiquinol™ CoQ10

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

ELIGIBILITY: The *Kaneka Ubiquinol™* CoQ10 Giveaway (the “Sweepstakes”) is open to legal residents of the United States who are age 21 or older and have Internet access. If you are 21 or older and live outside the United States, and have Internet access, you may participate, but will not be eligible for a prize. Entrant must follow these Rules to be eligible to win. Failure to comply with these Rules will result in ineligibility or disqualification of Entrant. This Sweepstakes is void where prohibited or restricted by law.

ELIGIBILITY EXCLUSION: Not open to Kaneka (as defined below) employees and members of an employee’s immediate family. The term “immediate family” includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as “in-laws,” or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

SWEEPSTAKES PERIOD: The Sweepstakes begins on Tuesday, October 1st, 2019 at 12pm Eastern Daylight Time (EDT) and will end Tuesday, October 31st, 2019 at 11:59 pm EDT (the “Sweepstakes Period”). The Sweepstakes is sponsored by Kaneka North America LLC (“Kaneka”) and will be held at <https://Ubiquinol.org/>. Prizes can be claimed at <https://newQ.com>, as described below.

TO ENTER: At the start of and during the Sweepstakes period, there will be a pop-up placed on the home page at <https://Ubiquinol.org/>. Users will have the option to either sign up for the Sweepstakes and enter via the pop-up, or close the pop-up without taking any action.

To enter the Sweepstakes, you must sign up through the pop-up and do the following:

- Fill out your name and provide a valid email so that we may contact you if you are chosen as the winner.
- Subscribe to Kaneka’s Ubiquinol Newsletter (the “Newsletter”).

By providing your contact information and subscribing to the Newsletter, you will be entered into the Sweepstakes.

Limit 1 entry or “Submission” per person.

All qualified entries will be considered, and ten winners will be randomly selected under the supervision of the Sponsor.

By entering, all Entrants hereby agree to abide by these Official Rules.

GENERAL ENTRY RULES:

Any entry that Sponsor, at its sole discretion, deems to be inappropriate, including, but not limited to: entries containing content that infringes any third party's intellectual rights or right of publicity, as further referenced below, or content that Sponsor deems to be offensive, defamatory, indecent, disparaging, obscene, pornographic, abusive, harassing, or illegal, or that constitutes an unlawful invasion of privacy, or which in any manner violates these Official Rules, shall be null and void and ineligible to win. Each Entrant hereby indemnifies, discharges, releases, and holds the Sweepstakes Entities (as defined below), harmless from any action and/or liability, in any form or manner, arising from any infringement of any third party's rights, inclusive of attorneys' fees and costs in connection to the Submission.

Any individual or Entrant who attempts or otherwise encourages, directly or indirectly, entry under multiple identities, Submissions by or for a proxy individual, and/or uses multiple computers, multiple accounts, multiple Internet Protocol addresses, so-called "proxy servers," or any software program to manipulate or create multiple ineligible Submissions (in excess of the one Submission permitted for this Sweepstakes), or uses any other device, method, or artifice to enter or encourage, directly or indirectly, excessive multiple or false entries as determined by the Sponsor, will be disqualified. Sponsor, at its sole discretion, reserves the right to review and investigate all entries and to take any and all measures it deems necessary to ensure a fair Sweepstakes.

Illegible, automated, corrupted, or robotic entries that do not conform to these Official Rules will be deemed ineligible, disqualified and void. Late entries are null and void. Sponsor, its employees, agents, and representatives are not responsible for late, lost, damaged, misdirected, or misappropriated entries, or unreadable uploads.

Sponsor and its parent, subsidiaries and affiliates, advertising and promotion agencies, suppliers, printers, and distributors, and their respective officers, directors, employees, representatives and agents and any other person or entity related in any way to this Sweepstakes (collectively, the "Sweepstakes Entities"), are not responsible for circumstances that may limit or otherwise restrict the ability to participate, including, but not limited to: (i) late, incomplete, garbled, or mutilated entries; technical, hardware, or miscellaneous software malfunctions; viruses; network or electronic malfunctions of any kind; (ii) any human error that may occur in Winner notification or other Sweepstakes-related communications; (iii) or for any printing errors in these Official Rules. If a printing, electronic, or other error results in more

prizes being claimed than the number stated in these Official Rules, all persons making purportedly valid claims will be included in a random drawing to award the advertised number of prizes available. No more than the advertised number of prizes will be awarded.

If for any reason the Sweepstakes cannot be conducted as described in these Official Rules (including infection by computer virus, bugs, worms, tampering, hacking, unauthorized intervention, fraud, technical failures, or any other cause beyond the reasonable control of Sweepstakes Entities that corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Sweepstakes), then, in such an event, Sponsor shall have the right, at its sole discretion, to cancel, terminate, modify or suspend this Sweepstakes and select a Winner(s) from entries received prior to the action taken, or as otherwise deemed fair and appropriate by Sponsor.

SPONSOR RESERVES THE RIGHT TO PROSECUTE ANY FRAUDULENT ENTRIES TO THE FULLEST EXTENT OF THE LAW. At Sponsor's sole discretion, Entrants who do not comply with these Official Rules or otherwise attempt to interfere with this Sweepstakes in any way may be disqualified.

ALL DECISIONS BY SPONSOR ARE FINAL. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THESE OFFICIAL RULES, DO NOT ENTER THE SWEEPSTAKES.

WINNER SELECTION: Ten winners will be contacted directly through email on November 4th, 2019 by 6:00 pm EDT. Kaneka shall have no liability for a winner's failure to receive notice due to winner's spam, junk e-mail or other security settings or winner's provision of incorrect or otherwise non-functioning contact information.

Odds of winning depend on the total number of entries received.

PRIZE: Ten winners will each receive one free bottle of Kaneka Ubiquinol™ (Retail value \$29.99). Kaneka will pay for applicable sales tax and shipping and handling costs for standard shipping to winner's address in the U.S.

ALL OTHER FEDERAL, STATE, AND LOCAL TAXES ARE SOLELY THE RESPONSIBILITY OF THE WINNER.

To receive the prize, Entrant must be in compliance with these Official Rules as solely determined by the Sponsor.

TO CLAIM THE PRIZE: Each winner will receive an email from the Sponsor with a unique coupon code and instructions on how to claim the prize. Winners can visit <https://newq.com/> and enter the unique code at checkout to receive a free bottle of Kaneka Ubiquinol™ CoQ10. If you are selected as a winner, you must complete the checkout process to claim your prize, and provide your name, shipping address, phone number and email. Valid credit card information

must also be provided at checkout, although your credit card will **not** be charged. The coupon codes provided to the winners are only valid for a one-time use.

PUBLICITY: Acceptance of a prize constitutes permission for the Sponsor and its agents, affiliates, successors and assigns to use winners' names for purposes of advertising and publicity in all media worldwide, including, but not limited to, posting and direct messaging via social media or other platforms, without further compensation or notice, unless prohibited by law.

RELEASE AND INDEMNIFICATION: By entering, Entrants agree to be bound by these Official Rules and the decisions of Sponsor which shall be final for all purposes hereunder. Entrants acknowledge, understand, and agree that, to the extent permitted by law, each of them assumes liability for, and all risks of, any and all injuries (including without limitation, personal injury, illness, adverse reaction, or death) or damages caused, or claimed to be caused, by participating in the Sweepstakes or the prize, and that Entrants, their heirs, next of kin, spouse, guardians, legal representatives, executors, administrators, successors and assigns, hereby unconditionally and irrevocably release, indemnify, forever discharge and hold the Sweepstakes Entities, harmless from and against any and all claims, demands, liens, agreements, suits, costs, attorneys' fees, damages, judgments, orders, and liabilities of whatever kind or nature in law, equity or otherwise, whether known or unknown, suspected or unsuspected, and whether or not concealed or hidden inclusive of any claims for damage to property, personal injury, illness, mental illness, or death, or claims based on defamation, rights of privacy, intellectual property rights, and rights of publicity in any way arising directly or indirectly out of the Entrants' participation in the Sweepstakes and/or prizes.

Prior to receiving the prize, each Winner may be required to complete and sign an Affidavit of Eligibility and Publicity/Liability Release (unless prohibited by law) and other documents as determined by Sponsor in its sole discretion. As applicable, Entrant must return the aforementioned materials to Sponsor or Sponsor's representatives or prize may be forfeited and awarded to the next eligible Entrant.

DISPUTES & ARBITRATION: EXCEPT TO THE EXTENT PRE-EMPTED BY FEDERAL OR OTHER APPLICABLE STATE LAW, THE SWEEPSTAKES SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PROVISIONS THEREOF.

ENTRANTS UNDERSTAND AND AGREE THAT ALL CLAIMS, DISPUTES OR CONTROVERSIES BETWEEN ENTRANT AND THE SWEEPSTAKES ENTITIES SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION IN HARRIS COUNTY, STATE OF TEXAS. BY ENTERING, ENTRANTS VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL. THIS ARBITRATION CONTRACT IS MADE PURSUANT TO A TRANSACTION IN INTERSTATE COMMERCE AND ITS INTERPRETATION, APPLICATION, ENFORCEMENT AND PROCEEDINGS HEREUNDER SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"), AND CONDUCTED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC. ("JAMS"), IN ACCORDANCE WITH THE JAMS INTERNATIONAL ARBITRATION RULES. THE TRIBUNAL WILL CONSIST OF ONE ARBITRATOR. THE PREVAILING PARTY SHALL BE ENTITLED TO AN AWARD OF ITS REASONABLE ATTORNEYS' FEES AND ACTUAL COSTS INCURRED IN SUCH ACTION. THE ARBITRATOR SHALL BE

BOUND TO APPLY AND ENFORCE THE TERMS OF THE OFFICIAL RULES AND THE ARBITRATOR'S DECISION WILL BE FINAL, BINDING, AND ENFORCEABLE IN A COURT OF COMPETENT JURISDICTION. **AS A CONDITION OF PARTICIPATING IN THIS SWEEPSTAKES, ENTRANT AGREES THAT ANY AND ALL DISPUTES WHICH CANNOT BE RESOLVED BETWEEN THE PARTIES AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES, SHALL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION OR CONSOLIDATION OF CLAIMS IN ARBITRATION AS A REPRESENTATIVE OR MEMBER OF A CLASS.**

Further, in any such dispute, under no circumstances will Entrants be permitted to obtain awards for and hereby waive all rights to claim punitive, incidental or consequential damages (including reasonable attorneys' fees and costs), other than actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes) and further waive all rights to have damages multiplied or increased.

DIGITAL MILLENNIUM COPYRIGHT ACT: In the event a Submission is posted on the Internet or distributed via social media, pursuant to the Digital Millennium Copyright Act ("DMCA"), if an individual or an entity has a good faith belief that a Submission provided by an Entrant infringes upon any third party copyright, please notify Sponsor by email at promotions@ubiquinol.org with the subject line stating "Copyright." The DMCA notice MUST include the following elements: (i) a description of the alleged infringement in detail; (ii) the name of the copyright owner who retains authorized use; (iii) the URL(s) where the alleged infringement can be located; (iv) a statement indicating your authorization to file a DMCA complaint; (v) how you may be contacted; and (vi) any DMCA notice must also contain the following statement:

"I have a good faith belief that use of the copyrighted material described above is not authorized by the copyright owner or its agent, nor is such use otherwise permissible under law. I declare, under penalty of perjury, that the information presented herein is accurate, that I am authorized to represent the copyright holder, and I have a good faith belief that the use is infringing."

WINNERS' LIST AND OFFICIAL RULES: You may request the names of the Winners by sending a self-addressed, stamped envelope to Kaneka North America LLC, Attn: Kaneka Ubiquinol CoQ10 Giveaway, 6250 Underwood Road, Pasadena, TX 77507.

During the Sweepstakes Period, Official Rules requests may be sent to the aforementioned address. Rules requests must include a self-addressed, stamped envelope. Residents of Vermont may omit return postage for rules requests.

SOCIAL MEDIA PARTICIPATION: This Sweepstakes is sponsored by Kaneka and is in no way sponsored, endorsed by, or associated with, Facebook, Instagram, Twitter or other social media platform.

PRIVACY POLICY: Any personal information supplied by you will be subject to Kaneka's Privacy Policies posted at: <https://Ubiquinol.org> and <https://newq.com/privacy-policy>. By entering the Sweepstakes and submitting your email address, you agree to sign up for our newsletter, but you may unsubscribe at any time.

SPONSOR: Kaneka North America LLC, 6250 Underwood Road, Pasadena, TX 77507.

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