

PROSOMNUS “SHARE YOUR STORY” CONTEST (“CONTEST”)

OFFICIAL RULES

GENERAL RULES. NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

Contest starts on January 1, 2020 at 12:01 AM (Pacific Time) and ends on December 31, 2020 at 11:59 PM (Pacific Time). Must be 18 years of age or older, be a legal U.S. resident of the continental U.S. to enter at time of entry, and be a ProSomnus patient. Twelve (12) winners. Total ARV USD \$6,000. Void where prohibited by law.

1. **SPONSOR.** The sponsor of the Contest is ProSomnus Sleep Technologies Inc. ("Sponsor") West Las Positas Blvd., Suite 25, Pleasanton, CA 94588.
2. **ADMINISTRATOR.** Sponsor is the administrator of the Contest.
3. **PROMOTION PERIOD.** Per above, the Contest begins at January 1, 2020 at 12:01 AM Pacific Time and ends on December 31, 2020 at 11:59 PM Pacific Time ("End Date") ("Promotion Period"). A total of twelve (12) winners will be selected based on the process and judging criteria set out below in Section 6. Sponsor's computer is the official time keeping device for the Contest.
4. **ELIGIBILITY.** The Contest is open only to residents of the continental United States and the District of Columbia who are 18 years of age or older at time of entry and who are ProSomnus patients ("Entrant" or "Entrants"). Employees of Sponsor, its prize providers and licensors, and each of the foregoing entities' affiliates, franchisees, authorized designees and other related entities, and any other individual or entity associated with the development, judging or administration of the Contest (collectively, the "Promotion Entities"), as well as members of such employees' immediate families (spouses, children, siblings, parents), and persons living in the same household as such persons, whether or not related, are not eligible to participate in the Contest.
5. **HOW TO ENTER.** You must be a ProSomnus patient to participate in the Contest. During the Contest Period, Entrants can submit patient experiences via social media (e.g. Facebook, Instagram, Twitter, etc.), which will be judged based on the criteria set forth below at number 6. No profanity, non-secular photographs, or other inappropriate images will be allowed. Any Entries deemed offensive or not brand-appropriate by Sponsor will be disqualified. There is no limit on number of social media posts, but only (1) patient winner will be chosen each month. If you participate via your wireless phone, message and data rates may apply. Please consult your wireless-service provider regarding its message and data pricing plans.
6. **CONTEST JUDGING – WINNER DETERMINATION.** Eligible Entries will be judged by Sponsor, whose decisions are final and binding in all matters relating to this Contest. Entries will be judged on the following criteria ("Judging Criteria"): (a) Social Media Postings and Hashtags; (b) Originality and Testimonials. All winners are considered potential winners subject to

verification of eligibility and compliance with these Official Rules. All finalists and winners, with the permission of Sponsor, can share their designs on their personal social channels but must include the following hashtags: #ProSomnus, #(dentistname), #SleepApnea.

7. **PRIZES.** Sponsor will select one (1) patient winner each month to receive one (1) prize (total of twelve (12) winners for the 2020 calendar year). Each prize will consist of one (1) \$500 Visa® Prepaid Card. Corporate Funded International Visa Prepaid Cards are issued by MetaBank®, Member FDIC, pursuant to a license from Visa U.S.A. This card can be used everywhere Visa debit cards are accepted. No cash or ATM Access. MetaBank does not sponsor the contest and is the issuer of the Card only. Total approximate retail value of all prizes is \$6,000. No cash alternative or substitution of prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prizes of comparable value if any prizes are unavailable, in whole or in part, for any reason. **WINNERS ARE RESPONSIBLE FOR REPORTING AND PAYING ANY AND ALL INCOME, SALES OR EXCISE TAXES THAT MAY APPLY TO ACCEPTING PRIZES. SPONSOR IS NOT RESPONSIBLE FOR AND WILL NOT PAY ANY SUCH TAXES.**

8. **ODDS.** Many will enter but only twelve (12) will win. The odds of winning depend upon the number of eligible entries received. Sponsor cannot accurately predict the number of entrants who will participate in the Contest.

9. **NOTICE TO WINNER.** All winners selected after the end date of the Voting Period will be notified within fourteen (14) business days of end date of the Voting Period. Sponsor is not responsible for e-mail, telephone or other communication problems of any kind. If, despite reasonable efforts, a potential winner does not respond within two (2) days of the first notification attempt (or such shorter time as exigencies may require), or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected.

10. **VERIFICATION OF WINNERS:** Potential winners may be required to execute an Entry license or assignment, affidavit of eligibility, liability release, and (where imposing such condition is legal) a publicity release (collectively, "Prize Claim Documents"). If any potential winner fails or refuses to sign and return all Prize Claim Documents within three (3) days of receipt of such documents (or such shorter time as exigencies may require), the winner may be disqualified and an alternate winner may be selected.

11. **REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION:** Each person who enters the Contest represents and warrants as follows: (a) the Entry does not contain any harmful computer code and is not otherwise corrupted; (b) as of the date of Entry, the Entry is not the subject of any actual or threatened litigation or claim; (c) Entrant represents and warrants that he/she has the right, either on his/her own or through a license, to any and all intellectual property featured in Entry whether owned by Entrant or by a third party; (d) the Entry does not violate or infringe upon the intellectual property rights or other rights of any other person or entity; (e) the Entry does not violate any applicable laws, and is not and will not be defamatory or obscene; and (f) the Entry complies with all guidelines and terms and conditions for social media outlet (e.g. Facebook, Instagram, and Twitter etc.). Each entrant hereby agrees to

indemnify and hold the Promotion Entities and media outlets (e.g. Facebook, Instagram, and Twitter etc.) harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the covenants, representations and warranties of entrant hereunder.

12. **ENTRANT'S GRANT OF RIGHTS:** By making an Entry in connection with the Contest, each Entrant entered into the Contest hereby (a) irrevocably grants to Sponsor and its affiliates, and their respective successors and assigns, a non-exclusive, transferable, fully-paid, royalty-free, worldwide, perpetual, license, including the unlimited right to sublicense, reproduce, modify, publicly perform, publicly display, distribute, and use the Entry by means of any and all media and devices whether now known or hereafter devised, including, without limitation, on Sponsor's websites, and through Sponsor's social media channels; and (b) agrees to execute all further documents respecting the Entry requested by Sponsor, including any further license, in order for Sponsor to use the Entry as contemplated by the Contest. Each Entrant irrevocably waives any and all so-called moral rights they may have in the Entry. For clarity, Sponsor has the right (but not the obligation) to publish any Entry on Sponsor's Twitter, Facebook, Instagram or Pinterest websites and as Sponsor otherwise so chooses.

13. **MISCELLANEOUS.** Acceptance of a prize constitutes winner's permission for the Promotion Entities to use winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants agree that Sponsor and the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Contest or any Contest-related activity, or from Entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose.

Sponsor assumes no responsibility for any damage to an Entrant's, or any other person's, computer system which is occasioned by accessing the Website or otherwise participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. 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 Contest or the Website, 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 Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Contest if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures, or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper procedure and/or feasibility of the Contest as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act 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 (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend, or terminate the Contest. If the Contest is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

Only the type and quantity of prizes described in these Official Rules will be awarded. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. 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.

14. **GOVERNING LAW.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants and Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice of law or conflict of laws rules or provisions. Any legal claims arising out of or relating to the Contest or these Official Rules must be brought in the federal or state courts located in Alameda County, California.

15. **RULES AND WINNERS' LIST.** To obtain any legally-required winners list (after the conclusion of the Contest) or obtain a copy of these Official Rules, send a self-addressed envelope with the proper postage affixed to: ProSomnus "Share Your Story" Contest, 5860 West Las Positas Blvd., Suite 25, Pleasanton, CA 94588. Please specify "ProSomnus Share Your Story Contest – Winners List" or "ProSomnus Share Your Story Contest – Official Rules" in your request.