

VIVUN, INC. GET YOUR CLOSE ON CHALLENGE OFFICIAL

CONTEST RULES

PLEASE READ. This is a judged, skill-based promotional contest, not a sweepstakes. Each winning Entrant shall be selected solely at Vivun's discretion and by Vivun's evaluation of skill and merit, not by chance. No purchase or payment of any kind is necessary to enter or to win.

1. Sponsor, Contest Name, and Dates

- a. Sponsor: Vivun Inc., 8 The Green, Suite 14467, Dover, Delaware 19901 ("Vivun," "we," "us," or "our").
- b. Contest Name: the "Get Your Close On Challenge" (the "Contest").
- c. Contest Website: MeetHero.ai/closeon.
- d. Contest Period: As used herein the term "Contest Period" shall mean the period beginning on June 20, 2026, at 12:00:00 a.m. Pacific Time ("Start Date") and ending on August 31, 2026, at 9:00:00 p.m. Eastern Time (End Date"). All entries and qualifying activities must be completed and received by Sponsor during the Contest Period to be eligible.
- e. Winners During Contest Period: Vivun will select 60 (SIXTY) Winners during the Contest Period judged as described in Section 5. Vivun's clock, as reflected in its entry systems, is the official timekeeper.

2. Prize Description and Prize Cap

- a. Prize. As detailed further herein each winner shall receive (1) cash prize of 500.00USD (hereinafter "Prize"), paid by check following verification procedures.
- b. Nature of the prize. The prize is a discretionary contest award. It is not a commission, bonus, wage, sales incentive, or other compensation, it is not consideration for closing any deal, and it is not paid by, or on behalf of, the winner's employer.
- c. No guaranteed prize. Vivun is not obligated to award any prize(s) during the Contest Period. If, in Vivun's sole discretion, no eligible entry merits an award, no prizes will be awarded.

3. Eligibility. To be eligible, the following requirements must be met at the time of entry:

a. Individual Requirements. To be eligible, an individual Entrant must meet all of the following requirements at the time of entry:

i. Be a natural person who is a full-time W-2 employee of their employer and whose primary job responsibilities include Quota-Carrying Sales Activities, with a job title such as an Account Executive, Account Manager, or Enterprise, Commercial, or Strategic Sales Representative. For the avoidance of doubt, "Quota-Carrying Sales Activities" means sales responsibilities performed by an employee who is directly accountable for achieving an individual revenue, bookings, annual contract value (ACV), total contract value (TCV), or comparable sales quota and who is responsible for managing and advancing sales opportunities through the sales cycle to consummation and closed-won status. Such activities include customer qualification, opportunity management, solution positioning, commercial negotiation, proposal development, contract negotiation, and closing customer transactions.

For the avoidance of doubt, Quota-Carrying Sales Activities do not include lead generation, prospecting, appointment setting, marketing, customer success, account support, sales engineering, sales development, business development, partner development, channel development, or other pre-sales, post-sales, or support functions that are not primarily responsible for owning and closing revenue-generating sales opportunities. Employees whose primary responsibilities are as a Sales Development Representative (SDR), Business Development Representative (BDR), Lead Development Representative (LDR), Market Development Representative (MDR), or similar role shall not be deemed to engage in Quota-Carrying Sales Activities for purposes of this Contest, regardless of whether such employees are subject to activity-based, pipeline-generation, meeting-generation, or similar performance targets.

ii. Be actively employed by an employer at the time of entry and, if selected as a winner, at the time any prize is awarded.

iii. Be at least 18 years old (or the age of majority in the Entrant's state of residence, whichever is greater).

- iv. Be a legal resident of one of the fifty (50) United States or the District of Columbia.
 - v. Enter using a valid corporate or business email address assigned by their employer.
 - vi. Be in compliance with their employer's policies, including any policies regarding participation in contests, promotions, and acceptance of prizes in the entering of this contest (see Section 7 below). Where such entrance is prohibited by the Entrant's employer, such entry shall be voided and entrant disqualified from any eligibility in the Contest.
- b. The following individuals are not eligible to enter:
- i. Non-Employee Sellers. Independent contractors, consultants, freelancers, temporary workers, leased employees, agency personnel, contingent workers, interns, volunteers, owners, or relatives of the owners of the employing company determining the acceptableness of Entrant's submitted sale, and any other persons who are not classified by their employer as W-2 employees.
 - ii. Additionally Excluded parties. Employees, officers, and directors of Sponsor, and their respective immediate family members (spouse, domestic partner, parent, child, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, and first cousin) and household members, whether or not related, are not eligible to enter.

4. Method of Entry and Valid Submission Requirements

- a. To enter the Contest, during the Contest Period an eligible Entrant must:
- i. Meaningfully Use Vivun's Meethero.ai software in connection with a bona fide, active Sales Opportunity involving a prospective customer of Entrant's employer;
 - ii. Close such Sales Opportunity as a completed sale during the Contest Period, resulting in a fully executed customer agreement, purchase order, or other non-revokable, binding, commitment to purchase the applicable product or service, as determined by Sponsor in its sole discretion;
 - iii. Complete and submit the official contest entry form available at MeetHero.ai/closeon;

- iv. Provide any information or supporting documentation reasonably requested by Sponsor to verify eligibility, use of Hero, and the successful closing of the Sales Opportunity.
 - v. Comply with and provide any related publicity related items/requests as outlined in Section 10
- b. Sales Opportunity As used herein, the term “Sales Opportunity” shall only mean a bona fide commercial opportunity pursued by an Entrant in the ordinary course of the Entrant's employment on behalf of the Entrant's employer, involving the sale of products or services to an independent third-party customer or prospective customer. A Sales Opportunity must be actively delegated to and managed by the Entrant as part of the Entrant's regular sales responsibilities and must result in a completed sale that generates revenue for the Entrant's employer. To qualify as a Sales Opportunity, the transaction must:
- i. Be an arm's-length transaction between unrelated parties;
 - ii. Involve a genuine intent by the customer to purchase products or services for legitimate business or personal use;
 - iii. Be documented in the ordinary course of business through the Entrant's employer's customer relationship management (CRM) system, sales records, contracting system, or other business records;
 - iv. Be consistent with the Entrant's customary sales duties and authority;
 - v. Be closed during the Contest Period through a fully executed agreement, purchase order, subscription, order form, statement of work, or other binding commitment acceptable to Sponsor; and
 - vi. Satisfy any additional verification requirements established by Sponsor.
 - vii. Without limiting Sponsor's discretion, the following shall not constitute a qualifying Sales Opportunity:
 - i. Fictitious, fabricated, simulated, test, demonstration, training, or otherwise non-commercial transactions;
 - ii. Transactions entered into primarily or solely for the purpose of participating in, qualifying for, or increasing the likelihood of winning the

Contest;

- iii. Transactions involving the Entrant, members of the Entrant's immediate or extended family, household members, the Entrant's employer (other than as seller), affiliated entities, subsidiaries, parent companies, commonly controlled entities, or any other related parties;
 - iv. Self-dealing transactions or transactions in which the Entrant has a direct or indirect ownership, financial, or beneficial interest on the customer side of the transaction;
 - v. Automatic renewals, evergreen renewals, extensions, expansions, upsells, cross-sells, add-on purchases, true-ups, change orders, usage-based increases, or other transactions that are required, pre-approved, committed to, or otherwise contractually obligated under an existing customer agreement prior to the Contest Period; provided, however, that a renewal, expansion, upsell, cross-sell, or other transaction may qualify if it constitutes a separate, discretionary purchasing decision by the customer that is not required by any existing agreement and otherwise satisfies all requirements of a qualifying Sales Opportunity, as determined by Sponsor in its sole discretion.
 - vi. Transactions that are subsequently canceled, terminated, rescinded, refunded, charged back, materially reduced in scope or value, or otherwise fail to remain in good standing through the date of prize award;
 - vii. Transactions that violate applicable law, regulation, contractual obligations, or the Entrant's employer's policies; or
 - viii. Any transaction that Sponsor determines, in its sole and absolute discretion, does not reflect a legitimate sales achievement consistent with the purpose and spirit of the Contest.
- c. Minimum Deal Size Requirement. To qualify as a Sales Opportunity and be eligible for entry into the Contest, the consummated transaction must have a minimum contract value of Five Thousand United States Dollars (US\$5,000.00) (the "Minimum Deal Value"). The following caveats shall also apply:
- i. For purposes of determining whether the Minimum Deal Value has been satisfied, Sponsor shall consider the total value of the initial customer

commitment reflected in the executed agreement, order form, purchase order, subscription, or other binding commercial instrument, as determined by Sponsor in its sole discretion. Taxes, shipping charges, pass-through expenses, credits, rebates, discounts, refunds, and other non-revenue amounts shall be excluded from the calculation.

- ii. Multiple transactions, orders, agreements, amendments, expansions, renewals, upsells, cross-sells, or other sales activities may not be aggregated to satisfy the Minimum Deal Value requirement unless expressly approved in writing by Sponsor. Sponsor reserves the right to require reasonable documentation to verify deal value and to disqualify any entry that does not satisfy the Minimum Deal Value requirement or that cannot be adequately verified.
- d. Sole and Final Determination Sponsor shall have the sole and final authority to determine whether any transaction constitutes a qualifying Sales Opportunity and may require documentation or other evidence to verify the validity, timing, value, ownership, and status of any claimed Sales Opportunity.
- e. Number of Permitted Entries Per Qualified Sales Opportunity: Entrant shall be limited one (1) entry per qualifying closed Sales Opportunity. All entries must be received during the Contest Period or other period as defined by Sponsor. Proof of submission does not constitute proof of receipt. Sponsor reserves the right to verify any entry, Entrant's eligibility, Entrant's use of required product, and the validity of any claimed closed Sales Opportunity and may, in its sole discretion, disqualify any Entrant who, or entry which, fails to provide requested verification materials or who otherwise fails to comply with these Official Rules.
- f. Maximum Entries Per Entrant: Notwithstanding the foregoing, each Entrant may receive a maximum of five (5) total entries during the Contest Period, applicable to five individual and unique Sales Opportunities. Once an Entrant has made five (5) entries, no additional Sales Opportunities will be considered for award. Each deal correctly submitted, shall be judged against other submissions made by all other Entrants within the Contest Period. Submitting additional qualifying deals gives Sponsor more demonstrated Hero usage and merit to evaluate; but it does not increase any odds or chance of winning; winners are selected by judging, not by chance (see Section 5).

g. Meaningful Usage. As defined herein, “Meaningful Usage” means active and substantive use of Vivun’s Hero (AI Sales Teammate) by Entrant in connection with the submitted Sales Opportunity during the Contest Period, as evidenced by Sponsor’s product usage data and records. To qualify as Meaningful Usage, Entrant must have used Hero in a manner that demonstrates engagement throughout the sales process, including one or more of the following activities:

- i. Having Hero participate in one (1) or more customer-facing meetings, calls, or demonstrations related to the submitted Sales Opportunity;
- ii. Using Hero-generated meeting notes, summaries, action items, insights, or other call outputs associated with such meetings or calls;
- iii. Utilizing Hero for pre-call preparation, account research, opportunity planning, stakeholder analysis, or similar deal-related activities;
- iv. Utilizing Hero for post-call follow-up activities, including review of meeting outcomes, action item management, opportunity updates, or deal strategy development; and
- v. Otherwise engaging with Hero features in connection with the submitted Sales Opportunity as reflected in Sponsor’s product usage data.

Sponsor shall have sole discretion to determine whether Meaningful Usage has occurred based on available product telemetry, usage logs, system records, and other verifiable data maintained by Sponsor. Sponsor reserves the right to reject any claimed Sales Opportunity that is not supported by sufficient evidence of Meaningful Usage.

8. Submission Information Requirements. In addition to the foregoing, a valid submission must include:

- a. the Entrant’s name and corporate email address;
- b. the details of the closed deal (account, deal value, and close date within the applicable Contest Period);
- c. documentation that the deal closed (for example, a signed order or contract, or a CRM “closed-won” record);
- d. evidence of qualifying Hero usage on the deal;

- e. Documentation from Entrant's employer for the consummation of the qualified Sales Opportunity, as requested by Vivun for verification; and
- f. The Entrant's agreement to these Official Rules and any other Terms of Participation or Contractual Terms or Agreements incorporated herein.

9. Entry Integrity Requirements Submissions must be the Entrant's own truthful work. Incomplete, late, illegible, or unverifiable submissions may be rejected. Automated, robotic, or bulk submissions are void.

5. Judging and Winner Selection

- a. Sole Discretion. Vivun has sole discretion on any and all winner selections. This is a contest of skill; winners are determined by Vivun's sole judgment of merit, not by chance, and no element of chance determines the outcome.
- b. Judging criteria. Eligible submissions in the Contest Period are evaluated solely by a Vivun judging panel against the following criteria:
 - i. Hero usage: the depth, effectiveness, and meaningfulness of the Entrant's use of Hero in support of the deal;
 - ii. Deal quality: the quality, complexity, and substance of the closed deal; and
 - iii. Submission completeness: the completeness, clarity, and accuracy of the submission and its supporting documentation.

Vivun may weigh these criteria as it sees fit. Vivun has sole discretion on winner selection, and all judging determinations are final and binding. The number of deals an Entrant submits will not affect the Entrant's chance of winning; it only provides additional material for Vivun to evaluate.

6. Winner notification. Potential winners will be notified by the corporate email provided and must respond, verify eligibility, and return all required documents within five (5) business days upon notification. A potential winner who cannot be contacted, fails to timely respond, fails to provide any requested verification, or declines the prize may be disqualified, and Vivun may select an alternate or award no prize for that period.

7. Verification and Vivun's Reserved Rights To protect the integrity of the Contest, Vivun reserves the right, in its sole discretion, to:

- a. Request documentation to verify an Entrant's identity, eligibility, deal closure, Hero usage, and commission, including a signed IRS Form W-9, CRM records, signed

contracts or orders, and commission statements;

- b. Disqualify any Entrant who submits false, misleading, incomplete, altered, or fraudulent information, who cannot be verified, who tampers with or abuses the entry process, or who violates these Rules or any applicable law or employer policy;
- c. Withhold, delay, modify, suspend, or rescind any prize pending or following verification or for any failure of Entrant to comply with the terms herein; and
- d. Modify, suspend, or terminate the Contest, in whole or in part, if fraud, technical failure, or any other cause beyond Vivun's reasonable control corrupts or threatens the administration, security, fairness, or integrity of the Contest, or if Vivun, in its sole discretion wishes to do so.
- e. All of Vivun's determinations are final and binding. Vivun's verification methods and internal review procedures are confidential and are not subject to review by Entrant.

8. Employer Policy Compliance Attestation

- a. By entering, each Entrant represents, acknowledges, and warrants that:
 - i. The Entrant's entrance into and subsequent participation in the Contest, including any providing of materials to Vivun for the validation of their participation in the Contest, and the Entrant's acceptance of any prize, do not violate any law or any policy, agreement between the Entrant of any third party, or any code of conduct of the Entrant' may be subject to, including any mandated by Entrant's employer;
 - ii. The Entrant has obtained any and all consents or approvals, as required for participation or for accepting a prize from Entrant's employer or any other related, applicable, governmental or regulatory institution; and
 - iii. The Entrant is solely responsible for any disclosure, conflict-of-interest, statement or filing of tax obligations, or other related regulatory or legal filings the Entrant owes to the Entrant's employer, or any legal, governmental, or regulatory agency that Entrant's participation may be subject to the purview of.
- b. Entrant acknowledges that Vivun is not a party to, and shall not be required to assume any responsibility for, any dispute between an Entrant and the Entrant's employer. Misrepresentation of employer compliance is grounds for disqualification and, where a prize has been awarded, for its full recovery.

9. Prize Payment, Taxes, and Reporting

- a. Method of Payment. Prizes are paid by check only after the winning Entrant completes all requested verification and returns all required documentation to Vivun. Such documentation shall include, but may not be limited to the completion and return to Vivun of an IRS Form W-9 (or other applicable Tax Form) prior to any payment.
- b. Taxable Nature of Prizes Entrant acknowledges that prizes may be taxable. Vivun will issue an IRS Form 1099, or other required Tax Forms, where required by law. Entrant acknowledges that they are solely responsible for all federal, state, and local taxes and for any withholding or reporting the Entrant may owe on any prize issued by Vivun.
- c. Receipt of Confidential Data. Entrant acknowledges that any provided W-9 will collect the winning Entrant's Social Security Number or Taxpayer Identification Number. Vivun will handle this information pursuant to the terms outlined in Section 11.
- d. Prize Limitation. The aggregate value of all prizes awarded in connection with the Contest shall not exceed Thirty Thousand U.S. Dollars (US\$30,000). Sponsor intends to award up to sixty (60) prizes, each having an approximate retail value of Five Hundred U.S. Dollars (US\$500). Notwithstanding anything to the contrary herein, Sponsor reserves the right to limit the number of prizes awarded during the Contest.

10. Publicity

- a. Condition of the prize. As an additional condition of receiving any prize awarded hereunder, each winning Entrant agrees to participate in promotional activity as reasonably requested by Vivun, which may include one or more of: a LinkedIn post or repost, a short written or recorded testimonial, and use of the winning Entrant's first name and last initial. Vivun will confirm the specific request at the time of the award or shortly thereafter.
- b. Endorsement disclosure. Any endorsement, testimonial, or social-media post a winning Entrant makes about Vivun or Hero must be truthful and must clearly disclose the winning Entrant's receipt of the prize and connection to Vivun (for example, "#ad" or a comparable clear-and-conspicuous disclosure), consistent with the U.S. Federal Trade Commission's Endorsement Guides. Vivun will provide disclosure guidance for all sponsor-requested or sponsor-directed online posts.

c. License. To the extent permitted by law, and except where prohibited, each winning Entrants grants Sponsor and its designees the right to use the winning Entrant's First Name, Last Initial, voice, statements, and Contest-related submissions in connection with the Contest and Vivun's marketing, without additional compensation. A winning Entrant may decline uses beyond the agreed publicity requirements contained herein. Failure to meet the conditions outlined herein may result in forfeiture or rescission of the winning Entrant's prized awarded hereunder.

11. Privacy and Data Collection

- a. Notice at collection. In administering the Contest, Vivun may collect: identifiers (first and last name, corporate email, telephone number); commercial and professional information (employer, role, deal and commission details); and, from winning Entrants only, sensitive personal information, such as a Social Security Number or Taxpayer Identification Number on IRS Form W-9.
- b. Purposes. Vivun shall use this information for the limited purposes of administering the Contest, verifying eligibility, reviewing documentation provided by Entrant pertaining to their deals, and Entrants Hero usage; selecting winners; awarding and paying prizes; meeting tax-reporting obligations; and, for winning Entrants, the agreed publicity obligations outlined in Section 10.
- c. Sensitive personal information. A Social Security Number or Taxpayer Identification Number is "sensitive personal information" under the California Privacy Rights Act (CPRA) and other applicable regulatory or legal measures. Vivun shall use this information solely for tax reporting and prize administration, and shall not use or disclose it for any other purpose. Because it is used only for these purposes, the CPRA right to limit the use of sensitive personal information shall not apply.
- d. Your rights. California residents have the right to know, delete, and correct their personal information, and to limit the use of sensitive personal information, subject to legal exceptions (for example, Vivun must retain tax records as required by law). Vivun does not sell personal information, and does not share it for cross-context behavioral advertising.
- e. More information. This notice is supplemented by Vivun's Privacy Policy and the Terms of Service and other legal Policies and Agreements located at legal.vivun.com. By entering into or otherwise participating in this contest or using any Sponsor owned software or computer programs, Entrant agrees to all policies and terms located at

legal.vivun.com. For questions about how Vivun collects, uses, or protects personal information, please review Vivun's Privacy Policy at www.vivun.com/privacy-policy and for the Terms of Service and Master Subscription Agreements located at legal.vivun.com. Privacy requests, including requests to access, correct, or delete personal information, may be submitted using the contact information provided in the Privacy Policy's Contact Information section or by contacting Legal@Vivun.com.

12. Limitation of Liability; Disclaimers; Release

- a. Release of Claims By participating in the Contest, each Entrant, on behalf of themselves and their heirs, executors, administrators, successors, and assigns, fully and forever releases, discharges, and holds harmless Vivun, Inc. ("Sponsor"), its parents, subsidiaries, affiliates, licensors, service providers, advertising and promotional agencies, prize suppliers, and each of their respective officers, directors, employees, contractors, representatives, agents, successors, and assigns (collectively, the "Released Parties") from and against any and all claims, actions, causes of action, liabilities, losses, damages, costs, expenses, rights, demands, judgments, and obligations of any kind whatsoever, whether known or unknown, suspected or unsuspected, arising out of or relating to: (a) participation in the Contest; (b) submission of an entry; (c) the administration of the Contest; (d) the acceptance, possession, use, misuse, non-use, loss, or redemption of any prize; or (e) any publicity, marketing, or promotional activities related to the Contest, except where prohibited by applicable law.
- b. Assumption of Risk Each Entrant acknowledges and agrees that participation in the Contest is voluntary and undertaken at the Entrant's sole risk. Entrants assume all risks associated with participation in the Contest and the acceptance and use of any prize.
- c. No Warranties THE CONTEST, THE CONTEST WEBSITE, ALL RELATED MATERIALS, AND ANY PRIZES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE RELEASED PARTIES DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, AVAILABILITY, OR UNINTERRUPTED OPERATION.

d. Contest Administration and Technical Issues The Released Parties are not responsible for, and shall have no liability arising from, any: (a) lost, late, delayed, incomplete, inaccurate, stolen, corrupted, garbled, misdirected, undelivered, or unintelligible entries, communications, or submissions; (b) technical, hardware, software, browser, mobile device, network, telecommunications, internet, platform, server, cloud service, email, or system failures, interruptions, defects, delays, or incompatibilities; (c) unauthorized intervention, fraud, tampering, hacking, security breaches, bots, or other malicious activity; (d) human, clerical, typographical, printing, administrative, programming, or production errors; (e) failures by Entrants to comply with these Official Rules; or (f) any other events beyond the reasonable control of the Released Parties.

Sponsor reserves the right, in its sole discretion, to disqualify any Entrant, reject any submission, modify, suspend, or terminate the Contest, or void affected entries if Sponsor determines that the integrity, security, fairness, or proper administration of the Contest has been compromised.

e. Limitation of Liability TO THE FULLEST EXTENT PERMITTED BY LAW, THE RELEASED PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, ENHANCED, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS OPPORTUNITIES, GOODWILL, DATA, USE, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE CONTEST, ANY ENTRY, ANY PRIZE, OR THESE OFFICIAL RULES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE RELEASED PARTIES FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE CONTEST SHALL NOT EXCEED ONE HUNDRED U.S. DOLLARS (US\$100.00).

f. Force Majeure The Released Parties shall not be liable for any delay, cancellation, interruption, modification, suspension, or failure to perform resulting from causes beyond their reasonable control, including acts of God, natural disasters, severe weather, epidemics, pandemics, public health emergencies, labor disputes, civil disturbances, war, terrorism, governmental actions, utility failures, internet outages, cyberattacks, or failures of third-party service providers.

- g. Decisions Final All determinations by Sponsor regarding eligibility, entries, Contest administration, interpretation of these Official Contest Rules, selection of winners, and prize awards shall be final, binding, and not subject to appeal.
- h. Tax and Employer Compliance Each Entrant is solely responsible for determining whether participation in the Contest and acceptance of any prize complies with the policies of the Entrant's employer and with applicable laws, regulations, and tax obligations. The Released Parties shall have no responsibility or liability for any employment-related consequences, disciplinary actions, tax liabilities, reporting obligations, or other consequences arising from an Entrant's participation in the Contest or acceptance of a prize.

13. Governing Law; Binding Arbitration and Class Action Waiver

- a. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. These Rules are governed by the laws of the State of Delaware without regard to its conflict-of-laws provisions. Claims relating to these Rules or the Contest will be resolved through final and binding arbitration, except as set forth below. The parties (Vivun and the Entrant) agree that these Rules affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions.
- b. Initial dispute resolution. The parties agree that most disputes can be resolved without resorting to litigation. The parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with each other, and good-faith negotiations shall be a condition to either party initiating a lawsuit or arbitration. Accordingly, before initiating a lawsuit or arbitration, a party agrees to contact the other party to attempt to resolve the dispute in good faith.
- c. Binding arbitration and class action waiver. If the parties do not reach an agreed-upon solution within a period of thirty (30) days from the time the informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to these Rules (including their formation, performance, and breach), the parties' relationship with each other, and/or the Entrant's participation in the Contest shall be finally settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, excluding any rules or procedures governing or

permitting class actions. Thus, THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that arbitration can proceed on a class basis, then the disputes, claims, or controversies will not be subject to arbitration and must be litigated in state or federal court located in Delaware.

- d. Authority of the arbitrator. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Rules, including, but not limited to, any claim that all or any part of these Rules is void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and binding on the parties, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Arbitration will be held in Delaware.
- e. Severability; equitable relief. If any court or arbitrator determines that this arbitration provision is void or unenforceable for any reason or that the parties are not bound to arbitrate their claims, then the disputes, claims, or controversies deemed not to be subject to arbitration must be litigated in state or federal court located in Delaware. Notwithstanding the foregoing, each party shall have recourse to any court of competent jurisdiction to enforce claims for injunctive and other equitable relief. Nothing herein shall preclude either party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

14. General Provisions

- a. Miscellaneous. If any provision of these Rules is held invalid, the remaining provisions remain in effect. Vivun's failure to enforce any provision is not a waiver. These Rules are the entire agreement between Vivun and each Entrant regarding the Contest.
- b. Winner list. To request the first name and last initial of a winner, write to legal@vivun.com after the close of the Contest Period..

c. Void Where Prohibited. The Contest is void where prohibited or restricted by law.

15. Agreement to Official Rules. By participating in the Contest, each Entrant fully and unconditionally agrees to be bound by these Official Rules and by the decisions of Sponsor, which shall be final and binding in all matters relating to the Contest. Participation in the Contest constitutes Entrant's representation and warranty that Entrant meets all eligibility requirements set forth herein. Sponsor reserves the right to disqualify any Entrant who violates these Official Rules or otherwise acts in a manner inconsistent with the spirit or operation of the Contest.