

**THE MARY KAY ASH FOUNDATION MK5K  
2022 SOCIAL CHALLENGE CONTEST OFFICIAL RULES**

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

**1. Sponsor**

The Mary Kay Ash Foundation MK5K Fundraising Contest (“Contest”) begins on October 1, 2022, at 12:00:00 a.m. Central Time (“CT”) and ends on October 13, 2022, at 11:59:59 p.m. CT (“**Contest Period**”). The sponsor of the Contest is The Mary Kay Foundation (“**Mary Kay,**” “**Sponsor,**” “**we,**” “**our**”). Entry into this Contest does not constitute entry into any other promotion, contest, or sweepstakes. By participating in this Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and decisions of Sponsor, which shall be final and binding in all respects. These rules, including all changes thereto, if any, will be posted online at <https://www.marykayfoundation.org> (the “**Website**”).

**2. Eligibility**

Contest is open only to legal U.S. residents of the fifty (50) United States and the District of Columbia and registered for either the in-person or virtual 17<sup>th</sup> Annual MK5K® (collectively, “**Contest Entrants**”).

**3. How To Enter**

During each day of the Contest Period, Contest Entrants will be prompted to share a photo on their social media channels tagging @MaryKayCares and #MK5KChallenge sharing their preparation, training, or participation in the MK5K event or virtual challenge (collectively, “**Social Challenge(s)**”):

Entries for each day’s challenge must be received by 11:59:59 p.m. CT to be considered. Sponsor’s computer shall be the official timekeeper for all matters related to this Contest.

Only Entries submitted in compliance with these Official Rules, received during the Contest Period, and not otherwise disqualified will be eligible to win (collectively, “**Eligible Entries**”). All entries become the sole and exclusive property of Sponsor and will not be acknowledged or returned. Proof of entry submission will not be deemed to be proof of receipt of entry by Sponsor.

By entering the Contest, all entrants agree to receive Mary Kay’s email communications related to promotions, discounts, and other information.

**4. Entry Guidelines; Grant of License; Indemnification of Mary Kay**

All entries and content contained therein must be original to Contest Entrant and must not have been taken or composed, in whole or in part, from any other source other than Contest Entrant, must have been created specifically for the Contest, and must not have been released commercially in order to be an Eligible Entry. Entries that contain materials that are not the original work of the entrant, or are illegible or incomplete, will not be accepted or eligible to win.

Any entry that is considered by Sponsor in its sole discretion to be obscene, pornographic, libellous, hate speech, or otherwise objectionable, in whole or in part, will be disqualified and will not be

eligible for entry. Further, entries must not contain any claim that is not and cannot be substantiated or that would be false or misleading to a reasonable consumer.

Sponsor reserves the right to disqualify any Entry that it deems, in its sole discretion, to be a violation of the Official Rules or that is not in keeping with the Entry Guidelines specified herein or Sponsor's image or which communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate. Sponsor may request entrant to modify or edit any Entry so that the Entry meets such guidelines. Sponsor is not obligated to use, publish, display, or broadcast any Entry.

By entering the Contest, each Contest Entrant represents and warrants that: (i) he/she has all rights to the Entry and all contents and components thereof necessary to grant the rights granted herein; (ii) that the Entry was created specifically for this Contest; (iii) that the Entry, in whole or in part, has not been released commercially; (iv) the Entry does not and will not violate any law, statute, ordinance, or regulation; (v) the Entry is free and clear of any and all liens or claims with respect to the use of the Entry in the manner authorized in these Official Rules, and will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on any rights or interests of any third party, or give rise to any claims for any payment whatsoever; and (vi) the Entry is not and will not be defamatory, disparaging, libellous, pornographic, or obscene.

All Contest Entrants, whether a Winner or not, in consideration of being considered to enter this Contest, grant Sponsor and its representatives, affiliates, licensees, successors and assigns; (a) the right, but not the obligation, to edit, adapt, reformat, rearrange, modify, combine with other pictures, items and/or materials, add to and/or customize Entry; and (b) the non-exclusive, irrevocable, royalty free, right and license to exhibit, display, broadcast, copy, reproduce, encode, compress, encrypt, incorporate data into, rebroadcast, transmit, record, publicly perform, create derivative works of, distribute and synchronize in timed relation to visual elements, and or otherwise exploit, the Entry(ies), and/or any portions or excerpts thereof, in any manner, including advertising, promoting and publicizing Sponsor, an unlimited number of times, in any and all media, now known or hereafter devised, in perpetuity, throughout the world, without any additional liability, obligation or additional payment of any kind to entrant or any third party.

Contest Entrants agree to obtain, upon request from Sponsor, any documentation necessary to prove their unrestricted ownership in all contents of Entry and their right to use Entry as specified in these Official Rules. Contest Entrants also acknowledge and agree that Sponsor shall own all right, title and interest, including all copyright ownership, in any derivative works they may create from any element of Entry.

Contest Entrants grant Mary Kay a perpetual, unrestricted, worldwide, transferable, and sub-licensable license to the submitted Entries (including the right to alter your Entries). Contest Entrants are required to obtain the prior permission and consent of any persons pictured in any Entry or who hold the copyright or other rights to the Entries, or any part of the Entries (if any). Contest Entrants shall indemnify the Released Parties and accept all responsibility for any third-party complaints or claims concerning copyright or other rights infringement or damages by or in connection with an Entry or use of an Entry as permitted in these Official Rules.

## **5. Publicity Consent**

By entering the Contest and submitting an Entry and/or accepting any prize, entrant acknowledges and agrees that the submitted Entry(ies) may (without obligation) together with the entrant's first

name and the first letter of entrant's surname be used by Sponsor and each of its designees, in Sponsor's sole discretion, to publish the entrants, Winner(s), and/or winning and participating Entries of the Contest in any media whatsoever, including, without limitation, in print, on the internet, and in connection with any event related to the Contest, without compensation or review.

Entry also constitutes permission (except where prohibited by law) to use, in Sponsor's sole discretion, Entry and entrant's name, city, state, likeness, image, and/or voice for purposes of advertising, promotion, and publicity in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval.

By participating in Contest, each entrant and Winner grants the right to Sponsor to record, videotape, and photograph the Winner ("**Images**"). These Images will be owned by Sponsor. Sponsor and each of its designees shall have the right to use, edit, adapt, post, stream, copy, and exploit such Images, and all elements embodied therein, including any names, likenesses, voice, conversation, and any other attributes of Winner's and/or entrant's personality and appearance, individually or with others, in whole or in part, in conjunction with other material, in any and all media now known or hereafter devised, for the purpose of trade, advertising, promotion, or any other lawful purpose whatsoever, in perpetuity, throughout the world, without additional compensation, consideration, notification or permission, except where prohibited by law, in Sponsor's sole discretion.

## 6. Prizes

A prize will be awarded to the winner of each day's Social Challenge (collectively, "**Winners**"). The Winners will each receive a purple Garmin Fitness watch with an approximate retail value ("**ARV**") of \$115. The ARV is subject to change based on current market conditions at time of Prize fulfillment. Any difference between the ARV and the actual value, if any, will not be awarded.

There is a **limit of one prize per Qualified Entrant**. In no event will Sponsor be responsible for awarding more than the stated number of prizes herein.

Winner is solely responsible for any taxes due on or in connection with any prize. Winner must supply Sponsor with his or her social security number for tax purposes. An IRS Form 1099 will be issued in the name of the Winner for the actual value of the prize granted if the actual value of the prize is over \$600. All federal, state, and local taxes, insurance, and all other costs and expenses associated with acceptance and/or use of a prize, in whole or in part, not specifically provided for in these Official Rules are solely the Winner's responsibility.

Prize is subject to certain terms and conditions as specified by issuer. If for any reason any prize element is unavailable, or any prize related event is delayed, cancelled, or postponed, or for any other reason, Sponsor reserves the right to modify the Contest and/or award a substitute prize, or portion of prize, of comparable or greater value, as set forth in these Official Rules (subject to compliance with applicable law). No substitution, transfer, assignment, or cash equivalent, or any portion thereof, is permitted by a Winner. Unclaimed prize(s) will not be awarded in Sponsor's sole discretion. Contest Entities shall have no responsibility or obligation to a Winner or potential Winner who is unable or unavailable to, or who does not for any reason, accept or utilize the prize. All costs and expenses not specifically listed above as part of the prize, are solely Winner's responsibility. Contest Entities shall have no responsibility or liability for cancellations, delays, or any other change by any company or person providing any element of prize and are not responsible or liable for any expenses incurred consequently thereof. EACH PRIZE IS PROVIDED "AS IS." ENTRANTS ACKNOWLEDGE THAT CONTEST ENTITIES HAVE NEITHER MADE NOR ARE IN ANY

MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE PRIZE.

**7. Judging Criteria**

At the end of each day Sponsor or its designee will determine which Qualified Entrant did the best job at capturing the spirit of the daily Social Challenge (“**Judging Criteria**”). The Judging Criteria are to be applied in Sponsor’s sole discretion, and each entrant agrees to be bound by and not challenge Sponsor’s final decisions. All selection results are final and binding, subject to these Official Rules. In the event a winning entry is discovered to be invalid for any reason or the person who submitted the winning entry fails to comply with these Official Rules, the prize(s) may be forfeited and awarded to an alternate winner. No more than the advertised number of prizes will be awarded.

**8. Notice to Winners**

The daily Winner(s) will be contacted at 10:00 AM CT the morning after the Social Challenge by Sponsor via the Instagram account used to submit their Eligible Entries . If for any reason any potential Winner cannot be contacted, Sponsor reserves the right to have another potential Winner selected by the Judges.

If a Winner is a minor, then the Winner’s parents or guardian must sign a release before the Winner receives his or her prize. Sponsor reserves the right to require additional identification of the Winner and may choose to accept or deny awarding the prize based on the information provided.

In the event that a Winner or entrant who submitted a winning entry is deemed ineligible, fails to comply with these Official Rules or Contest procedures, is not available to participate as specified, or does not respond to Sponsor’s notification of winning within 72 hours, or if Sponsor is unable to contact potential Winner via the contact information provided to Sponsor by entrant in or in connection with the Entry, then an alternative Winner will be selected from remaining Eligible Entries to participate, time permitting. Sponsor expressly reserves the right to delay the announcement of the Winner for any reason Sponsor deems necessary or to refuse to select an alternative winner from the Contest Entries.

**9. Prize Fulfilment**

The prize(s) will be mailed to the address provided by the Winner or the Winner’s guardian within 14 days of provision of the contact details by the Winner. Arrangements for the fulfilment of the prizes will be made by Sponsor. Additional information may be provided in the Winner notification.

If any prize is returned as non-deliverable or is not accepted or claimed by a potential Winner, or if any potential Winner violates these Official Rules, it will result in disqualification and forfeiture of prize by the potential Winner. In such cases, an alternate prize Winner may be selected from the remaining Eligible Entries, in Sponsor’s sole discretion. Contest Entities shall have no responsibility or obligation to a Winner who is unable or unavailable to, or who does not for any reason, accept or utilize the prize(s).

**10. Winner Verification**

To be eligible to be declared a Winner and to receive the applicable prize, the potential Winner must confirm acceptance of the prize within 72 hours of being notified of being a potential Winner, must provide proof of age, identity, and residency, and may be required to sign and return to Sponsor, within 72 hours of issuance of such documents from Sponsor, (which will be sent to potential Winner via email).

Winner must also complete any additional legal documents provided by Sponsor with respect to the prize and return them as instructed within the time frame specified or Winner may forfeit prize at Sponsor's sole discretion. Prize will be forfeited if the Winner fails to comply with the terms and conditions of these Official Rules.

By participating in Contest, Winner acknowledges that Contest Entities have not and will not obtain or provide insurance of any kind relating to the prize and that Winner will be responsible for obtaining and paying for any life, travel, car, accident, property, or other form of insurance relating to the prize.

#### **11. Data Use, Data Privacy Protection**

Personal information of entrants provided to or collected by Mary Kay in connection with participation in the Contest (such as an entrant's identification, address data, or photograph) will be used for the purpose of entrants' participation in the Contest, in accordance with Mary Kay's privacy policy, available at <https://www.marykay.com/en-us/pages/privacy-policy>, and according to these Official Rules. The personal data may be stored and processed by processors affiliated with Mary Kay and third parties under the direction of Mary Kay on servers located outside entrant's home country for the purposes of this Contest and other purposes detailed herein. However, wherever Mary Kay processes your information we will ensure that your information is protected at all times in accordance with United States data protection standards.

#### **12. Conditions**

By entering the Contest, each entrant agrees to be bound by these Official Rules and by all applicable laws and decisions of Sponsor which shall be binding and final, to forever waive any rights to claim ambiguity with respect to these Official Rules and to forever and irrevocably release, defend, indemnify and hold harmless Contest Entities and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, promotional partners and prize suppliers, and each of their respective parent companies and each of their respective officers, directors, employees, shareholders, independent contractors, representatives, and agents (collectively, "**Released Parties**") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, and from any liability (including, but not limited to, liability for defamation, libel, slander, invasion of privacy, infringement of publicity or any intellectual property rights, any property loss, damage, bodily injury, expense, accident, delay, inconvenience or irregularity, and ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND even if the Released Parties have been advised of the possibility of such loss or damages), costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Contest including but not limited to any Contest-related activity or element thereof, and the entrant's entry, participation or inability to participate in the Contest, (b) typographical errors in these Official Rules or any Contest promotional materials, (c) acceptance, attendance at, participation in, travel related to, possession, receipt, delivery of, defects in, use, misuse or inability to use a prize (or any component thereof), (d) any change in the prizing (or any components thereof) due to unavailability, business or creative considerations, or due to reasons beyond Sponsor's control, (e) any interruptions in or postponement, cancellation, or modification of the Contest, (f) human error, (g) incorrect or inaccurate transcription, receipt or transmission of any part of the entry, (h) any technical malfunctions or unavailability of the Contest site or any computer system, computer online system, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider utilized by any of the Released Parties or by an entrant, (i) interruption

or inability to access the Contest, the Contest site or any other Contest-related web pages, or any online service via the Internet due to hardware or software compatibility problems, (j) any damage to entrant's (or any third person's) computer and/or its contents related to or resulting from any part of the Contest, (k) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (l) any late, lost, stolen, mutilated, misdirected, illegible, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries, (m) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, or any of their agents or employees, (n) lost, late, stolen, misdirected, damaged or destroyed prize (or any element thereof). The prize is provided, as is, without warranty of any kind. ENTRANT HEREBY ACKNOWLEDGES THAT THE RELEASED PARTIES HAVE NEITHER MADE NOR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE PRIZE OR ANY COMPONENT THEREOF. Failure to comply with these conditions may result in disqualification from the Contest at Sponsor's sole discretion. This Contest is void where prohibited by law. This Contest is subject to all applicable federal, state and local laws. Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties in which case such limitation or exclusion shall apply only to the extent permitted by law in the relevant jurisdiction.

### **13. Additional Terms**

Sponsor reserves the right to permanently disqualify from any promotion any person Sponsor believes has intentionally violated these Official Rules. Any attempt to deliberately damage the Contest or the operation thereof is unlawful and subject to legal action by Sponsor, who may seek damages to the fullest extent permitted by law. The failure of Sponsor to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsor (excepting compliance with applicable codes and regulations), or other "force majeure" event will not be considered a breach of these Official Rules. Sponsor reserves the right to cancel, modify, or suspend the Contest or any element thereof (including, without limitation, these Official Rules) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these Official Rules). In the event of cancellation, modification, or suspension, Sponsor reserves the right to select a Winner from among all eligible, non-suspect entries received prior to the time of the event warranting such cancellation, modification, or suspension based on the Judging Criteria above. Notice of such cancellation, modification, or suspension will be posted on the Website. Sponsor may prohibit any entrant or potential entrant from participating in the Contest, if such entrant or potential entrant shows a disregard for these Official Rules; acts with an intent to annoy, abuse, threaten, or harass any other entrant, Sponsors, or Sponsors' agents or representatives; or behaves in any other disruptive manner (as determined by Sponsor in its sole discretion). ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE, UNDERMINE, OR INTERFERE WITH THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

If any item or provision contained in these Official Rules or any part thereof (in this paragraph called the "**Offending Provision**") is declared or becomes unenforceable, invalid or illegal for any reason whatsoever, the other terms and provisions of these Official Rules shall remain in full force

and effect as if these Official Rules had been executed without the Offending Provision appearing herein.

**14. Disputes**

AS A CONDITION OF ENTERING OR PARTICIPATING IN THE CONTEST, ENTRANT AGREES THAT: (I) UNDER NO CIRCUMSTANCE WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, OTHER THAN FOR OUT-OF-POCKET EXPENSES; (II) ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY—WITHOUT RESORT TO ANY FORM OF CLASS ACTION—BY BINDING ARBITRATION (BY A SINGLE NEUTRAL ARBITRATOR SELECTED BY SPONSOR IN ITS SOLE AND ABSOLUTE DISCRETION) IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION; AND (III) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT SHALL SUCH CLAIMS, JUDGMENTS OR AWARDS INCLUDE ATTORNEYS' FEES. THIS CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES. BY ENTERING OR PARTICIPATING, ENTRANT CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE FEDERAL AND STATE COURTS LOCATED IN DALLAS COUNTY, TEXAS.

**15. Winners' List**

For the name(s) of the Winner(s), send a self-addressed, stamped envelope to be received by October 18, 2022, to: The Mary Kay Ash Foundation, Mary Kay Ash Foundation Social Challenge Contest, 16251 Dallas Parkway, Addison, Texas 75001.

In addition, the Winners' social media handle will be announced on Sponsor's Instagram stories the morning after each day's Social Challenge Winner is selected by Sponsor.

**16. Sponsor**

The Mary Kay Ash Foundation, 16251 Dallas Parkway, Addison, Texas 75001