

HAIRCLUB®

“NEW HAIRS RESOLUTION \$5,000 GRAND PRIZE”
(hereafter the “PROMOTION”)
OFFICIAL RULES

**NO ENTRY FEE, PAYMENT, OR PROOF OF PURCHASE
IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR
CHANCES OF WINNING.**

PROMOTION OPEN ONLY TO LEGAL RESIDENTS OF 47 OF THE CONTIGUOUS UNITED STATES AND WASHINGTON, D.C., WHO ARE 18 YEARS OF AGE (OR AGE OF MAJORITY IN JURSDICTION OF RESIDENCE, WHICHEVER IS GREATER) OR OLDER AT TIME OF ENTRY.

PROMOTION IS VOID IN ALASKA, HAWAII, RHODE ISLAND, AND WHERE PROHIBITED BY LAW

By participating, you agree to abide by and be bound by these Official Rules and the decisions of Hair Club for Men, LLC and/or HCA Advertising Services, Inc. dba HairClub (“Sponsor”), which are final and binding in all respects and not subject to appeal.

Prior to submitting your entry, you are strongly advised to review Sponsor’s Privacy Policy at www.hairclub.com/privacy-policy which addresses the collection, use and sharing of your personal information

1. Eligibility: Open to legal residents of 47 of the contiguous United States and Washington, D.C. All participants must be 18 years of age (or age of majority in jurisdiction of residence, whichever is greater) or older at the time of entry. Promotion is not open to Sponsor, nor to any of the foregoing’s employees, subsidiaries, franchisees, divisions, affiliates, agents (including Platform as defined below), advertising agencies, wholesale distributors, individual retail licensees, nor members of their immediate families or households. Void in Alaska, Hawaii, Rhode Island, and wherever taxed, prohibited or restricted. Subject to all federal, state and local laws and regulations.

2. To participate: Step 1) Click on any Promotion Ad on Sponsor’s website , and or on Sponsor’s Instagram® or Sponsor’s Facebook® account between January 17, 2022 at 8:00 p.m. Eastern Standard Time (EST) and March 31, 2022 at 11:59 p.m. EST, and Step 2) Sign-up for the Promotion by entering your i) name, ii) email address, and iii) details about an upcoming milestone event (“MED”) happening in your life in 2022 between January 17, 2022 and March 31,2022 and consenting, if you agree, to these Official Rules (failure to do so will result in an incomplete entry which will disqualify you, and will result in failure to enter the Promotion). Upon completion of Steps 1 and 2 you will be entered into Glean, a third party-owned website platform (hereafter, the “Platform”). **You are strongly advised to review the Platform’s terms of use found here: <https://glean.io/terms> and privacy policy found here <https://glean.io/privacy> to make an informed decision about whether or not you wish to enter the Promotion as**

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additional terms and conditions imposed by the Platform may apply to your entry. All persons eligible pursuant to Section 1 who complete Steps 1-2(hereafter “Participants”) shall be entered once in a random drawing conducted by Sponsor to select the potential winner of the Prize (defined below).

Proof of submission of completed entry form does not constitute proof of receipt of same or proof of entry/proof of bonus entry in Promotion. Sponsor and/or Platform may acknowledge receipt of entries; however, such acknowledgment does not constitute any representation of eligibility nor is it in any way otherwise binding upon Sponsor and/or Platform. Use of automated, robotic or programmed means of entry and third-party entry subscription services/newsletters to attempt to enter the Promotion is prohibited and will result in disqualification. Participants consent to being contacted by Sponsor for the purpose of Promotion administration by phone or email. But, if Participant agrees to be contacted by HairClub and/or indicates that he/she is experiencing hair loss in conjunction with receipt of bonus entries (as per chart above), Sponsor will contact Participant regarding HairClub’s products and services. Standard message and data rates from Participant’s mobile, telephone, and WiFi carrier may apply and Participant is solely responsible for such costs. Sponsor’s Privacy Policy and Terms of Use are incorporated herein by reference and are located at: <https://www.hairclub.com/privacy-policy/> and <https://www.hairclub.com/terms-of-use/>; **you are strongly advised to review such terms of use and privacy policy to make an informed decision about whether or not you wish to enter the Promotion.** In the event of any discrepancy between the Sponsor’s and or Gleam’s Privacy Policy and Terms of Use and these Official Rules, the terms of these Official Rules will apply. In the event of any discrepancy between the Sponsor’s Privacy Policy and Gleam’s Privacy Policy, Sponsor’s Privacy Policy will apply. Any dispute as to the identity of a Participant will be resolved by Sponsor in its sole discretion based upon the authorized account holder of the e-mail address provided on entry form when entering the Promotion.

3. Promotion, Winner Selection, and Odds: The Promotion period begins on January 17, 2022 at 8:00 p.m. EST and ends on March 31, 2022 at 11:59 p.m. EST (“Promotion Period”). The Winner will be randomly selected on or about April 1, 2022 from all the eligible entries received. Odds of winning depend upon the number of eligible entries received during the Promotion Period. Sponsor will contact the potential Winner via at least one of the contact methods provided. All decisions by Sponsor are final and binding upon all Participants and Winner. Sponsor will make commercially reasonable efforts to contact potential Winner. If Sponsor is unsuccessful in contacting potential Winner notwithstanding exercise of such commercially reasonable efforts, the Prize will be automatically forfeited by such

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potential Winner without compensation of any kind. Potential Winner must complete all required Prize Processing Forms (as such term is defined below) within the timeframe indicated by Sponsor, failure to do so within the period indicated in the instructions may result, in Sponsor's sole discretion, in forfeiture of the Prize without compensation of any kind. If Sponsor receives the potential Winner's Prize Processing Forms but, based on its review of same, determines that the potential Winner is NOT eligible or otherwise NOT in compliance with these Official Rules, the Prize will be automatically forfeited without compensation of any kind. In the case of Prize forfeiture for any reason, Sponsor will draw again from all the remaining eligible entries to select an alternate potential Winner. Sponsor assumes no liability or responsibility for (a) late, lost, illegible/garbled, corrupted, incomplete, inaccessible/blocked, jumbled, damaged, defective, misdirected or improperly recorded/unrecorded entries (all of which are void); (b) incomplete, incorrect or inaccurate information, whether caused by Platform, HairClub website or social media website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error; (c) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of any website (including Hair Club's website, any social media website and/or the Platform), or any winner notification; (d) any problems or technical malfunctions of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, programming or failure of e-mail transmissions on account of technical problems or traffic congestion on the Internet or at any website (including Hair Club's website, any social media website, and/or the Platform) or any combination thereof; or for injury or damage to entrant's or to any person's mobile device or desktop computer (or any information/materials stored thereon) related to or resulting from downloading materials from any website (including HairClub's website, any social media website and/or the Platform) or participating in the Promotion; and (e) any errors in advertising or offering the Promotion.

4. Prize: Two (2) Winners will each receive: i) one (1) \$5,000.00 HairClub Credit to use towards the purchase of a qualifying solution/services¹ at a participating HairClub Center located in the contiguous United States, excluding Rhode Island, and Washington, DC; and ii) one \$500.00 electronic gift card (collectively hereinafter referred to as "Prize"). The \$5,000.00 HairClub Credit must be redeemed on or prior to April 30, 2023. Approximate Retail Value of

¹ Offer good only towards the purchase of qualifying HairClub Solutions from the schedule of qualifying solutions detailed on the attached Exhibit A (the "Qualifying HairClub Solutions") at any participating HairClub Center in the contiguous U.S. for one year (12 months) from entry date.

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Prize: \$5,500.00. Sponsor reserves the right in its sole discretion to update and or change the Prize (in whole or in part) for another prize/prize component of equal or greater value without advance notice to Participants or Winner. To receive the Prize, Winner will be required to fill out certain "Prize Processing Forms" which may include but not be limited to: an affidavit of eligibility, liability release, publicity release (where lawful), a promise to pay taxes, and an IRS W9 Form (should the value of the Prize equal or exceed \$600). **Winner is solely responsible for any additional expenses that may result in connection with this Promotion and the Prize, including, but not limited to, internet, data, mobile, and phone access fees, costs of travel to and from the center, federal, state and local taxes on the Prize.** Failure to submit, within required timeframes, the information required in the Platform or on the processing forms as requested by Sponsor, and or failure to abide by these Official Rules, will result in the forfeiture of the Prize without compensation of any kind, and an alternate winner will be selected as discussed above. Winner may waive the right to participate or claim the Prize in writing, at which point, Winner will forfeit the Prize without compensation of any kind and an alternate Winner will be selected as discussed above. Prize will be emailed to Winner at Sponsor's sole cost and expense, subject to abidance by Winner of all the terms and conditions set forth herein, and subject to Winner's submission of all the Prize Processing Forms. The Prize will only be emailed to Winner with a mailing address in the contiguous U.S. or Washington, D.C., excluding Rhode Island.

5. Prize Restrictions: To participate in the Promotion all persons must complete Steps 1-2 in Section 2 described above. Steps 1-3 require Internet access/data connection/and or telephone or mobile service. Internet, data and wireless, phone carrier fees may apply depending on the method used, and Participants are solely responsible for all such fees. Prize is not transferable, except in the sole discretion of Sponsor (and which may be granted or withheld without liability of any kind). Participants must consent to be bound by Sponsor's and the Platform's Terms of Use and Privacy Policies. Participants must fill out all forms required by Sponsor and the Platform as herein noted, failure to do so may result in inability to participate and or in inability to receive the Prize. The Prize cannot be exchanged nor substituted for products, services, cash or credit (except as required by applicable law). There shall be no compensation or prize substitution if Winner is unable to or unwilling to accept Prize for any reason of illness, family emergency, personal events, terrorism, labor strikes, epidemics, outbreaks of communicative disease, public health emergencies, quarantines, weather, governmental rules, regulations or restrictions, and or other acts beyond Sponsor's control. If any component of the Prize is declined by Winner for any reason, no alternate prize or compensation will be awarded in place thereof.

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6. **Waiver/Release.** By entering, Participants agree to be bound by these Official Rules, and acknowledge that all decisions of Sponsor are final and binding in all respects. In consideration for the opportunity to participate, Participants irrevocably consent to granting Sponsor and its designees the perpetual worldwide right to use of their names, publicly available biographical information, voice, photo, image, and likeness without limitation, in any media now in existence or hereafter devised, for advertising, publicity or other commercial purposes without consideration or notice of any kind, except where prohibited by law. As a condition of entering the Promotion and to the fullest extent permitted by law, Participants agree that: (a) under no circumstances will Participants be permitted to obtain awards for, and Participants hereby waive all rights to claim punitive, incidental, consequential, special or any other damages or attorney's fees, other than for actual out-of-pocket expenses arising out of this Promotion (if any); (b) all causes of action arising out of or relating to this Promotion, or the award of prize, shall be resolved individually and subject to Sponsor's non-disclosure agreements, without resort to any form class action. Participants understand and agree that the Platform is a third party marketing forum; that Sponsor has no control over the Platform's practices and policies, and explicitly disclaims any liability arising out of your use of the Platform and or the Platform's use of any information submitted by Participant subject to the Platform's privacy policy and terms of use. Sponsor will have no liability or responsibility for any claim arising in connection with participation in the Promotion or any prize awarded. This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram[®], and or Facebook[®], nor the Platform. NOTWITHSTANDING ANYTHING TO THE CONTRARY, AS A CONDITION OF ENTERING THE PROMOTION, PARTICIPANTS AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS SPONSOR AND THE PLATFORM, AS WELL AS SPONSOR'S, AND THE PLATFORM'S PARTNERS, PRINCIPALS, OFFICERS, DIRECTORS, AFFILIATES, EMPLOYEES AND AGENTS, ("RELEASED PARTIES"), AS WELL AS FACEBOOK, INC. FROM ANY AND ALL LIABILITY FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND TO PERSONS AND PROPERTY, INCLUDING DEATH, WHETHER DIRECT OR INDIRECT AND WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, WHICH RELATES IN ANY WAY TO PARTICIPANTS' PARTICIPATION IN THE PROMOTION OR ANY PORTION THEREOF, AS WELL AS THE ACCEPTANCE, USE/MISUSE OR POSSESSION OF PRIZE, AND ANY PRIZE-RELATED ACTIVITIES. PARTICIPANTS WAIVE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (EXCLUDING ONLY THE EXPRESS WARRANTIES PROVIDED BY SPONSOR ON ITS PRODUCTS WHICH ARE LIMITED TO THEIR STATED TERMS).

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7. Participation: Sponsor reserves the right to disqualify Participants and or any persons found tampering with or otherwise abusing any aspect of this Promotion and/or seeking to defraud Sponsor as to participation in the Promotion, as solely determined by Sponsor in its sole discretion. HOWEVER, DISQUALIFICATION SHALL NOT REPRESENT SPONSOR'S SOLE AVAILABLE REMEDY UNDER SUCH CIRCUMSTANCES; AND, SPONSOR EXPRESSLY RESERVES THE RIGHT TO PROHIBIT SUCH PARTICIPANTS/PERSONS FROM PARTICIPATING IN FUTURE SPONSOR SWEEPSTAKES, CONTESTS, OR OFFERS; REVOKE SUCH PARTICIPANT'S/PERSON'S HAIRCLUB MEMBERSHIP (IF APPLICABLE) AS WELL AS SEEK LEGAL SANCTIONS SO AS TO PROTECT ITS RIGHTS. In the event the Promotion is compromised by non-authorized human intervention, tampering or other causes beyond the reasonable control of the Sponsor that corrupts or impairs the administration, security, fairness or proper operation of the Promotion, HairClub's website, social media website(s) and/or the Platform, Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Promotion and award the Prize (to the extent feasible) based on eligible entries received prior to the action taken by Sponsor, or in such other manner as Sponsor sees fit in accordance with the spirit of these Official Rules. Sponsor is not responsible for any typographical or other error in the printing of the Promotion, administration of the Promotion or in the announcement of the Prize. Sponsor shall notify Participants via HairClub's website and/or the Platform (if and as applicable) if the Promotion is suspended, terminated modified as discussed above.

8. Construction: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any Participant and Sponsor, shall be governed by, and construed in accordance with the laws of the State of Florida without giving effect to any choice of law or conflict of laws principles. To the fullest extent permitted by law, Participant agrees that any dispute commenced regarding these Official Rules or the Promotion must be brought in the United States District Court for the Southern District of Florida or Florida State Court in Palm Beach County, Florida; and, Participant agrees to the exclusive and personal jurisdiction of such courts, waiving any right of change of venue, *forum non conveniens* or the like. 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 such provision is determined to be invalid or otherwise unenforceable by a court of competent jurisdiction, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained therein. Sponsor's failure to enforce any provision of these Official Rules in a given circumstance shall NOT function as a waiver of such provision. The headings herein are for purposes of

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reference only and shall not otherwise affect the meaning or interpretation of these Official Rules. Participants may request the name of the Winner (i.e., first name, last initial; city/state), by sending a self-addressed stamped envelope to: HairClub, Attention: Legal Department c/o **New Hair's Resolution \$5,000 Grand Prize** Winner's List to the following address: 1499 W. Palmetto Park Rd. Ste. 111, Boca Raton, FL 33486, no later than June 30, 2022.

**Exhibit A to HairClub's New Hair's Resolutions \$5,000 HairClub Credit Grand Prize
Terms and Conditions**

HairClub Solutions* Available with Promotion:

Solutions

Xtrands+® Initial 6

EXT® 12

EXT® 18

Xtrands® 6

HairMax 41**

HairMax 202**

HairMax 272**

Capillus Ultra 82**

Capillus 202**

Capillus 272**

Capillus RX 312**

*Results may vary.

**Laser Devices are indicated to treat androgenetic alopecia and promote hair growth in males who have Norwood Hamilton classifications of IIa to V and in females who have Ludwig (Savin) I-4, II-1, II-2, or frontal patterns of hair loss, who both have Fitzpatrick Skin Types I to IV. LaserBand and LaserComb are FDA-cleared for men and women. LaserHelmet is FDA-cleared only for females with same indications. These devices are also cleared by Health Canada.