

Xperience+™ App Sweepstakes Official Rules

- **NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN PROMOTION.**
- **MUST DOWNLOAD THE XPERIENCE+ APP AND BE AN XPERIENCE+ MEMBER TO WIN. PRIZES REDEEMABLE WITH PARTICIPATING XPERIENCE+ PROVIDERS ONLY.**
- **VOID WHERE PROHIBITED BY LAW.**
- **ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

BY ENTERING (OR OTHERWISE PARTICIPATING IN) THE SWEEPSTAKES, ENTRANTS AGREE TO THESE OFFICIAL RULES, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SWEEPSTAKES PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. **ELIGIBILITY:** The Xperience+™ App Sweepstakes (“Sweepstakes” or “Promotion”) is open only to individuals who are legal residents and physically located in one of the forty-eight (48) contiguous United States or the District of Columbia who are at least eighteen (18) years of age or older as of time/date of entry. To qualify to win, each entrant must be a member of the Merz Loyalty Program, Xperience+ (“Xperience+”). For eligibility verification by Sponsor, entrant must opt into entering the sweepstakes after downloading and logging into the Xperience+ mobile app.

To become a member of Xperience+, visit <https://www.xperiencemerz.com/> for more details.

Employees, officers and directors of Merz North America, Inc. (“Sponsor”) and its parent companies, affiliates, subsidiaries, advertising, fulfillment and marketing agencies (collectively, the “Promotion Parties”), their immediate family members and those living in the same household as such individuals (whether legally related or not) are not eligible to participate in the Promotion or win a prize. For purposes of this Sweepstakes, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. Void in Alaska, Hawaii, and where prohibited by law, rule or regulation. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these “Official Rules” and the decisions of Sponsor and Administrator, including the interpretation of these Official Rules and their exercise of discretion, which will be final and binding in all respects.

2. **TIMING:** The Sweepstakes begins May 1, 2026, at 9:00 a.m. Eastern Time (“ET”) and all entries must be received by the Administrator on or before June 30, 2026, at 11:59 p.m. ET (the “Entry Period”). The designated computer clock of the Administrator is the official time-keeping device in the Sweepstakes. Entrant must be a member of Xperience+ by no later than June 30, 2026, at 11:59 p.m. to be eligible to win.

The Sweepstakes winners will be contacted by the Administrator via e-mail on or around July 10, 2026.

3. **HOW TO ENTER:** To enter the Sweepstakes, entrant must download and log into the Xperience+ mobile app and opt into the Sweepstakes via a checkbox. Invalid or incomplete entries will be disqualified. Limit of one (1) entry per person. Any attempt to submit more than one entry will result in disqualification. Fraudulent entries are not tolerated and will be deemed invalid.
4. **PRIZES AND PRIZE RESTRICTIONS:**

There will be five (5) winners selected during a random draw from all eligible entries. Random draw to be held on or about July 1, 2026.

Each winner will receive 15,000 Xperience+ points to their Xperience+ wallet; the points will hold a value equivalent to USD \$1,500. Points will be valid for twelve (12) months from date of issuance. Points can be used to redeem for any eligible Xperience+ treatment.

Prizes are non-transferable, with no cash redemptions, equivalents, or substitutions. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change. If a winner does not use the entire prize (15,000 Xperience+ points) within 12 months of issuance, the unused part of the prize will be forfeited, and the Promotion Parties will have no further obligation with respect to that portion of the prize.

The Promotion Parties are not responsible for, and a winner will not receive the difference, if any, between the actual value of the prize at the time of award and the value stated in these Official Rules or in any Sweepstakes-related correspondence or material. Prize winners will be solely responsible for any applicable insurance fees, all taxes (federal, state, local and/or income) and any expenses not listed herein related to the acceptance and use of the prize.

- 5. REPRESENTATIONS AND WARRANTIES:** By entering the Sweepstakes, entrant represents and warrants that he or she has read, understands, agrees to and will follow the Official Rules. Entrant further represents and warrants that he or she has the right to agree to and fully perform consistent with these Official Rules. Sponsor reserves the right, in its sole discretion, to disqualify any entry that Sponsor determines does not comply with these Official Rules.

Entrant agrees to indemnify and hold the Released Parties (defined below) harmless from and against any third-party claims, to the extent arising out of or relating to any breach of any representation, warranty or covenant made by entrant in connection with his or her acceptance of these Official Rules or Sweepstakes activities.

- 6. WINNER NOTIFICATION/PRIZE CLAIMING:** Each winner will be notified by e-mail on or about July 10, 2026.

Promotion Parties are not responsible for and shall not be liable for false, incorrect, changed, incomplete or illegible contact information or for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email or other account to receive messages or late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winner.

- 7. GENERAL:** The Promotion Parties do not assume any responsibility for any disruption in the Sweepstakes, including, but not limited to, the failure or interruption of any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Sweepstakes materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Promotion Parties. In the event Sponsor is prevented from continuing with the Sweepstakes by any event beyond its reasonable control, including, but not limited to, fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each, a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Sweepstakes or prize. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Sweepstakes should causes beyond Sponsor's reasonable control corrupt or

interfere with the administration, integrity, operation, security or proper play of the Sweepstakes ; or (b) to disqualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Sweepstakes; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner.

- 8. CONDUCT:** The Promotion Parties are not responsible for the actions of entrants in connection with the Sweepstakes, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. The Promotion Parties reserve the right, at their sole discretion, to disqualify any individual found to be tampering with the participation process or the operation of the Sweepstakes, or to be acting in any manner deemed by the Promotion Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Promotion Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Submissions and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 9. WAIVERS AND DISCLAIMERS:** The Promotion Parties assume no responsibility or liability for: (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Submissions, entries, URLs, or emails; (b) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of entries, Submissions or registrations at any point in the operation of this Sweepstakes; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Sweepstakes; (e) inaccessibility or unavailability of the Internet or any website or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing or judging of Submissions, or registrations, the announcement of the prizes, or in any other Sweepstakes-related materials; or (f) any injury or damage to entrants or to any other person's computer which may be related to or resulting from any attempt to participate in the Sweepstakes. If, for any reason, the Sweepstakes (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, then the Promotion Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. If terminated, the Promotion Parties will award the prizes from among all non-suspect, eligible entries received for the Sweepstakes up to the time of such action.
- 10. INDEMNITIES:** All entrants, as a condition of participation in this Sweepstakes, agree to release, discharge, indemnify and hold harmless and indemnify the Promotion Parties and each of their respective directors, officers, employees, agents, successors and assigns (collectively, "Released Parties") from and against any and all liability, claims, costs (including attorneys' fees), losses, damages, fines, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with: (i) participation in any aspect of the Sweepstakes (including travel to/from any Sweepstakes or prize activity), (ii) the receipt, ownership, use or misuse of the prize awarded, including any travel associated with any prize, (iii) possible defects or imperfections in any prize awarded, (iv) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a

false light, or (v) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or prize.

- 11. GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

- 12. DISPUTE RESOLUTION:** The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in the State of North Carolina, and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in the State of North Carolina. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in the State of North Carolina. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

- 13. ENTRY INFORMATION AND SWEEPSTAKES COMMUNICATIONS:** As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, e-mail address, prize details, and other information to third parties for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules. By participating in the Sweepstakes, entrant agrees Sponsor's Privacy Policy, which is available at

<https://merzaesthetics.com/privacy-policy/>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these THE Privacy Policy shall control and govern.

- 14. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes related materials, social media platform or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.
- 15. WINNER LIST:** To receive the list of the winners of the prizes, send a #10 self-addressed, stamped envelope for receipt by August 1, 2026 to: Xperience+ App Sweepstakes- Winner List Request, c/o Merz North America, Inc., 6501 Six Forks Road, Raleigh, NC 27615
- 16. SPONSOR:** Merz North America, Inc., 6501 Six Forks Road, Raleigh, NC 27615.
- 17. ADMINISTRATOR:** Kingsmen Consulting, Inc., a California corporation with an address of 9960 Irvine Center Drive, Irvine CA 92618