Unstoppable Sweepstakes

Terms and Conditions:

- **1. Sweepstakes Period:** The Unstoppable Sweepstakes (the "Sweepstakes") commences at 12:00 a.m. CST January 1, 20**25** and closes at 11:59 p.m. CST December 31, 2025 (the "Sweepstakes Period").
- 2. Eligibility: The Unstoppable Sweepstakes is open to residents of the 50 United States of America or the District of Columbia, who are 18 years of age or older at the time of entry. Void outside of the United States, in Puerto Rico, and wherever else is prohibited by law. Employees of Sponsor, its agents, subsidiaries, or affiliates and their immediate families, persons connected with the Sweepstakes/prize draw and their immediate families i.e. prize sponsors, newsagents, wholesalers and their agents are NOT eligible to win. Each person who submits an entry to participate in the Sweepstakes is referred herein as "Participant".
- 3. Entry: To enter the Sweepstakes, you must complete the online entry form located at www.massageheights.com/unstoppable or mail a postcard including your name, address, daytime phone number and email address to: Unstoppable, 13750 US Highway 281 North, Suite 925, San Antonio, Texas 78232. Each postcard must be mailed separately and must be postmarked between Wednesday, January 1, 2025 and Friday, December 26, 2025, and received by Wednesday, December 31, 2025. Limit one entry per person, or one entry per month per person, as applicable.
- 4. NO PURCHASE NECESSARY: No purchase or payment of any kind is necessary to enter or win the Sweepstakes. Buying will not help you win. Your chances of winning without making a purchase are the same as the chances of someone who purchases something. It is illegal to give any advantage to buyers in a sweepstakes. All methods of entry will be treated equally. Sponsor is not responsible for lost, late, stolen, incomplete, illegible, inaccurate, undelivered, delayed, or misdirected entries.
- **5. Drawings:** Winners will be selected on or about the first Monday of each month beginning February 2025 through January 2026 in a random drawing from among all eligible entries received throughout the Sweepstakes Period. Sponsor's decisions on all matters relating to the Sweepstakes are final and binding.
- **6. Prizes:** Two (2) Participants per month will win one (1) free 60-minute massage service. Service must be redeemed at a participating Massage Heights location. Travel expenses are not included. If there is no Massage Heights location in the winner's city, the prize cannot be redeemed, and no substitute prize will be awarded.
- 7. Odds of winning will depend on the number of eligible entries received.

- 8. The total approximate retail value for the Sweepstakes is \$3,000 USD.
- 9. Prize Notification: Each Participant selected as a winner must comply with all terms and conditions set forth in these rules. Winners will be notified by email within 5 days of the drawing. Notification emails will be sent from marketing@massageheightsfranchising.com. If a winner cannot be contacted within 72 hours after the first attempt to contact such a winner, an alternate Participant will be selected at random from all entries received. If the prize notification is returned as undeliverable, the winner will be disqualified, and another winner will be selected in the original winner's place. If a winner forfeits a prize, no alternative compensation will be given.
- **10. Prize Acceptance:** Prizes are non-transferable and must be accepted as awarded. No cash equivalent or other substitutions will be permitted. Sponsor, its agents, subsidiaries, or affiliates, are not responsible for a lost or damaged prize and in the case where the prize is lost or damaged, the prize will not be replaced.
- **11. Winner List:** To receive a copy of the winners list, mail a self-addressed stamped envelope to: Unstoppable Winners List, 13750 US Highway 281 North, Suite 925, San Antonio, Texas 78232.
- **12. Third Party Consent:** By participating in the Sweepstakes, the Participants give consent for Sponsor to obtain and deliver his/her name, address, and other information to third parties for the purpose of fulfilling prize awards and complying with applicable laws, regulations, and rules. Any information Participant provides to Sponsor may be used to communicate with Participant in relation to the Sweepstakes or on a Sweepstakes winners list.
- **13. Privacy:** All information submitted by Participants will be treated according to Sponsor's privacy policy, available at:

 https://www.massageheights.com/website-terms/#privacy. By participating in the Sweepstakes and providing any personal information, Participants hereby agree to Sponsors' collection and usage of their personal information and acknowledge that they have read and accepted the terms of Sponsor's privacy policy.
- 14. Disputes; Governing Law: The parties waive all rights to trial in any action or proceeding instituted in connection with these Rules, including, without limitation, the Sweepstakes. Any controversy or claim arising out of or relating to these Rules and/or the Sweepstakes shall be settled by private and confidential binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party including any form of class or representative action. The arbitration shall be conducted in the State of Texas. ALL ASPECTS OF THE OPERATION OF THE SWEEPSTAKES, AS WELL AS THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEMENT OF THESE RULES AND THE INTERPRETATION OF ITS TERMS,

AS WELL AS THE RESPECTIVE RIGHTS OF THE SPONSOR OF, PARTICIPANTS IN, AND WINNERS OF THE SWEEPSTAKES, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Rules and/or the Sweepstakes, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in the State of Texas. The parties agree not to raise the defense of forum non convenience.

15. Sponsor: Massage Heights Franchising, LLC, 13750 US Highway 281 North, Suite **925**, San Antonio, TX 78232.