

Thnks Gratitude in Business Award Official Contest Rules

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility.

- a. The Thnks Gratitude in Business Award Contest (the “Contest”) is only open to legal residents of the fifty (50) United States who are at least 21 years old at the time of entry.
- b. The Contest offer is void where prohibited.
- c. Nominees who are submitted must be at least 21 years of age, reside in the fifty (50) United States, be a current employee of an active company and must agree to these Contest rules as a condition to accepting a prize awarded pursuant to the Contest.
- d. Employees, officers, directors, agents, representatives, and immediate family and household members of Thnks or its affiliated companies, and its advertising and promotion agencies are not eligible to participate in the Contest.
- e. The Contest is subject to all applicable federal, state and local laws and regulations.
- f. Participation in the Contest or acceptance of a prize, as applicable, constitutes submitter’s and nominee’s full and unconditional agreement to these rules and Thnks’ decisions, which are final and binding in all matters related to the Contest. If a nominee is chosen as a finalist by the Thnks panel (as described below), the nominee must affirmatively agree to be bound by these Contest rules before being presented and publicized as a finalist for public vote. If a nominee who was initially chosen as a finalist does not agree to these Contest rules within 5 days of being notified of their selection as a finalist, the Thnks panel, in its discretion, may select an alternate finalist in place of such initially-chosen finalist.
- g. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Contest Sponsor. The sponsor of the contest is Applied Gratitude, Inc. d/b/a Thnks (“Thnks”).

3. How to Enter.

- a. Many may enter or be nominated, but only a few will win.
- b. Submitter will use the link on Thnks website to nominate one or more individual(s) for consideration pursuant to the instructions provided in such link.
- c. Submitters will have the opportunity to edit their entry until the submissions are closed.
- d. Submitters will be able to nominate up to 5 individual “Nominees” for award consideration.

4. How the winner will be determined

- a. Finalists (“Finalists”) will be determined by a Thnks executive panel after the submission date has passed. The Thnks executive panel will have sole discretion to select the

finalists, but will make its decision based on the panel's determination of the extent a nominee:

- Fostered company growth and/or individual professional development
- Created a more positive and healthy company culture
- Went above and beyond
- Represents the Thnks values (Expert, Confident, Thoughtful, Strategic)

- b. A single winner ("Winner") will then be determined by a public vote via the Thnks website.
 - c. The public (individual) will be able to cast up to 1 vote a day for the duration of the voting period.
 - d. ALL POTENTIAL WINNING SUBMISSIONS ARE SUBJECT TO VERIFICATION BY THNKS, WHOSE DECISIONS ARE FINAL AND BINDING. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.
- 5. Timing.** The Contest and submission period begins at [9:00 am] Central Time, August 28,, 2023, and the submission period ends at [12:00 Pm] CT, _September 11, 2023. Following closing of the submission period, the Thnks panel will convene to determine the finalists within [_3_] days. Following the selection of the finalists, the public vote will open within [_7_] days of the selection of finalists. The public voting period will remain open for a period of [_14_] days.

6. Description of Prize.

- a. Individual Winner's Company:
 - **\$10,000** in Thnks credits to the company to grow your company's business through gratitude
- b. Individual Winner:
 - **\$500** in cash-equivalent credits at a TBD retailer from a selected group of options on the Thnks platform
 - **\$2,500** to the charity of the winner's choice
- c. Individual Finalists:
 - **\$100** in cash-equivalent credits at a TBD retailer from a selected group of options on the Thnks platform

7. Timing and Other Prize Conditions.

- d. Finalists and Winners will be notified within 5 business days of voting completion.
- e. Finalist and Winner communication will have instructions on how to redeem each prize. Thnks may require additional information from the finalist or winner in order to fulfill prize delivery or setup.
- f. In the event we are unable to contact a Finalist or Winner, we will coordinate with the submitter to obtain alternate contact information.
- g. If we are unable to contact the Finalists or Winner within 60 days, the prize will go to another nominee based on a vote of the Thnks Executive Panel.
- h. No transfer, substitution, or cash equivalent will be given for prizes provided; however, Thnks may, at its sole discretion, substitute a prize of equal or greater value.
- i. If the winner is a new customer of Thnks, issuance of the \$10,000 Company promotion credit prize will require that a company sponsor with signature authority accept the prize on behalf of the company and agree to adhere to all legal and internal company rules regarding prize setup and use.
- j. If the winner is an existing Thnks customer, the \$10,000 in promotion credits will be allocated among the team(s) of the company's choice in the company's existing platform and will be subject to existing business rules.
- k. Promo credits can be used for individual Thnks not to exceed \$200/per Thnks sent.
- l. The individual Finalist and Winner prizes will be awarded directly to the Finalists using the Thnks platform, to be selected from a variety of Thnks options.
- m. Winner is responsible for all federal, state and local taxes and fees associated with prize receipt and/or use.
- n. The prizes will be awarded "as is" with no warranty or guarantee, either express or implied offered by Thnks.
- o. Unused promo credits granted to the Winner will expire on June 30, 2024

8. How the winner will be published/how someone can find out who won.

- a. Finalists and winners will be notified by email. Winners will also be announced on the Thnks corporate website.
- b. Identification of prize winners can be obtained by emailing marketing@thnks.com.

9. Publicity. Except where prohibited, participation in the Contest (including as a finalist) and acceptance of a prize constitutes winner's consent to Thnks's perpetual use of winner's name, likeness, photograph, voice, opinions, biographical information, hometown, and state for promotional purposes in any media, including Thnks social media platforms and website, without further payment or consideration.

10. Other Terms.

- a. By participating in the Contest, each entrant agrees to abide by and be bound by all of these Official Contest Rules and the decisions of the Thnks Executive Panel (“Contest Judge”). All decisions regarding the Contest including, but not limited to, selecting the winner, will be made by the “Contest Judge”, whose decisions shall be final. The Contest Judge may prohibit an entrant from participating in this Contest, in his/her sole discretion, if, in the opinion of the Contest Judge, the entrant fails to abide by these rules, or otherwise acts (i) in a non-professional or inappropriate manner, (ii) with an intent to annoy, abuse, threaten, or harass any other entrant or Thnks, its parent company, its parent’s affiliated companies or its advertising and promotion agencies, or (iii) in any other disruptive manner. The winner is solely responsible for all applicable federal, state, and local taxes. All federal, state, and local laws apply. By participating in the Contest, each entrant agrees to release and hold Thnks and its employees, officers, shareholders, directors, agents and affiliates (“Released Parties”) harmless from any and all losses, damages, rights, claims, and actions of any kind in connection with the Contest or resulting from acceptance, possession, or use of any prize, including, without limitation, personal injuries, death, and property damage, and claims based on any libel, slander, illegal competition or trade practice, violation of rights of privacy, infringement of copyrights or other rights of third parties.
- b. THIS CONTEST IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF TENNESSEE, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this competition, every participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Franklin, Williamson County, Tennessee having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney’s fees, other than participant’s actual out-of-pocket expenses (i.e. costs associated with entering this competition). Participant further waives all rights to have damages multiplied or increased.
- c. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in telecommunication lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant’s participation in the Contest or receipt or use of any prize or while traveling to or from any prize-related activity. No more than the stated number of prize(s) will be awarded.
- d. Thnks reserves the right to cancel or modify the Contest if fraud, technical failures or any other factor beyond Thnks’s reasonable control impairs the integrity of the Contest, as determined by Thnks in its sole discretion. In such event, Thnks reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Thnks reserves the right in its sole discretion to disqualify any individual it finds to have tampered with the entry process or the operation of the Contest or to have acted in violation of these Contest rules, or in an unfair or disruptive manner. Any attempt

by any person to damage any web site used for or to undermine the legitimate operation of the Contest is a violation of criminal and civil law. Should such an attempt be made, Thnks reserves the right to seek damages from any such person to the fullest extent permitted by law. Thnks's failure to enforce any term of these Official Rules shall not constitute a waiver of such right.