

TERMS AND CONDITIONS FOR MAGNAWAVE'S GIVEAWAY

- 1. No Purchase Necessary:** You must be at least 18 years of age and a legal resident of the United States to participate. Giveaway void wherever prohibited or restricted by law.
- 2. Giveaway Start and End Dates:** "MagnaWave's 'Limited Edition' Julian Duo Machine Giveaway" starts on May 1st, 2024 at 12:01 AM ET and ends on May 17, 2024 at 10:00 AM ET.
- 3. How to Enter:** To enter via text messaging through your individual cell-service provider during the Giveaway, send the code Derby to MWVIP (69847) from your wireless device. Once you send the text message you will be prompted to enter certain identifying information. Upon completion of this process eligible individuals will be automatically entered in the giveaway. Individuals entering the Giveaway will be responsible for paying all standard charges per text message according to the terms of their cell-phone service plan. All entries must be received before the Giveaway End Date.
- 4. Eligibility:** Employees of MagnaWave, along with their immediate family members, are not eligible to win. Entrants must be at least 18 years of age and legal residents of the United States to be eligible to win. Winning any prize is contingent upon fulfilling all requirements set forth in these Terms and Conditions.
- 5. Selection:** The winners will be selected by random drawing from all eligible entries. Odds of winning the first prize will vary based on the number of eligible entries received. The drawing for first prize will be conducted May 17, 2024.
- 6. Prizes:** There are two prizes to be awarded. One First Prize winner will receive a Limited Edition MagnaWave Julian Duo machine, with a retail value of **\$20,000**. Any Second Prize winner will receive a coupon good for \$2,000 off a Magnawave Julian or Julian Duo machine which will be valid until May 31, 2024. Second Prize coupons will have no value after May 31, 2024. No entrant may win nor use more than one prize.
- 7. Notice:** Winners of the First and Second prize will be contacted on or after May 17, 2024. The First Prize winner will have 5 days from the date of notice to accept the prize. If the First Prize winner does not accept the prize within the designated number of days, that individual may forfeit the First prize and MagnaWave reserves the right to select an alternate First Prize winner at that time. Any alternate First Prize winner will have 3 days to accept the First Prize and, if they do not accept within the time given, will be subject to the same contingency.
- 8. Claiming Prizes:** Prize Winners may be required to provide a mailing address and email address to receive a prize or prize information. Prize winners may be required to sign an affidavit of eligibility and a liability release prior to accepting a prize. Proof of identification and verification may be required.
- 9. Release:** By accepting any prize, the winner releases MagnaWave and their affiliated businesses and employees from any liability claims, actions, or proceedings arising from injuries or damages sustained while involved in an activity arising from this promotion or

the use of a prize or MagnaWave product. By accepting any prize the winner consents to the use by MagnaWave, for promotional and advertising purposes in connection with this promotion, of the winner's name, likeness, and voice without further compensation.

- 10. Disputes:** Entrants agree that to the fullest extent permitted by law: (a) they release and will defend, indemnify and hold harmless MagnaWave from any and all claims; (b) claims arising out of or connected with this Promotion, or any prize awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in Louisville, KY; (c) Entrants submit to sole and exclusive personal jurisdiction to said courts in the State of Kentucky for any such dispute; (d) any and all claims, judgments, and awards shall be limited to actual damages of no more than \$100, including costs associated with entering this Giveaway, but in no event attorneys' fees; and (e) under no circumstances will Entrants be permitted to obtain awards for and Entrants waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. To the fullest extent permitted by law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of Entrants or MagnaWave in connection with this Giveaway shall be governed by, and construed in accordance with, the laws of the State of Kentucky, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Kentucky, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Kentucky.
- 11. List of Winners:** For the name of the First Prize winner, please send a self-addressed stamped envelope to MagnaWave, Re: Giveaway Winners, 2208 Plantside Drive Louisville KY 40299. Do not send any entries to this address.