## THE GOOD MORNING GORGEOUS SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

**SWEEPSTAKES ENTRY PERIOD: The Good Morning Gorgeous Sweepstakes** (the "Sweepstakes") begins at 12:00:01 AM Eastern Time ("ET") on Monday, August 12, 2022 and ends at 11:59:59 PM ET on Thursday, September 8, 2022 (the "Sweepstakes Period").

**ELIGIBILITY:** The Sweepstakes is open to legal residents of the United States, including the District of Columbia, who are age 18 or older at the time of entry. Void in Puerto Rico, Guam, the U.S. Virgin Islands, outside the U.S., and wherever else prohibited by law. Providers, including physicians, currently requesting or planning to request Medicare or Medicaid reimbursement on Hologic products are not eligible to enter. Employees of Hologic, Inc. (the "Sponsor"), US Sweepstakes & Fulfillment Company (the "Sweepstakes Administrator") and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

HOW TO ENTER: There is one (1) way to enter. During the Sweepstakes Period, visit www.screeningsforher.com and follow all entry instructions to complete the entry form including selecting the concert cities and submit to enter one (1) entry into the Sweepstakes (the "Online Entry"). You may only enter once. Online Entries must be received between Friday, August 12, 2022 at 12:00:01 AM ET and Thursday, September 08, 2022 at 11:59:59 PM ET. Entrant must select a Concert City (as defined below) to be eligible for that Concert City drawing. Online entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy, which can be found at https://www.hologic.com/privacy-policy.

## PRIZES/APPROXIMATE RETAIL VALUE ("ARV")/ODDS:

**Grand Prize:** There are twenty (20) Grand Prizes available to be won. Each Grand Prize winner will receive two (2) concert tickets to one (1) Concert City ARV \$100. **The ARV of each Grand Prize:** \$100.

The total ARV of all prizes available to be won: \$2,000.

The concert cities are as follows (each a "Concert City" and collectively the "Concert Cities"):

- 1. Greensboro, NC (9/17/22)
- 2. Washington, DC (9/18/22)
- 3. Charlotte, NC (9/21/22)
- 4. Philadelphia, PA (9/22/22)

- 5. Detroit, MI (9/24/22)
- 6. Chicago, IL (9/25/22)
- 7. Birmingham, AL (9/28/22)
- 8. Atlanta, GA (9/29/22)
- 9. Houston, TX (10/1/22)
- 10. Fort Worth, TX (10/2/22)
- 11. Oakland, CA (10/6/22)
- 12. Las Vegas, NV (10/8/22)
- 13. St. Louis, MO (10/12/22)
- 14. New Orleans, LA (10/15/22)
- 15. Memphis, TN (10/16/22)
- 16. Cleveland, OH (10/19/22)
- 17. Hampton, VA (10/22/22)
- 18. Newark, NJ (10/23/22)
- 19. Nashville, TN (10/26/22)
- 20. Cincinnati, OH (10/27/22)

There is a limit of one (1) prize per person. Odds of winning will depend upon the total number of eligible entries received per Concert City.

**RANDOM DRAWING:** The winners will be selected in a random drawing on or about **Friday**, **September 9, 2022** from among all eligible entries received during the Sweepstakes Period per concert city by the Sweepstakes Administrator, an independent representative of the Sponsor whose decisions are final. Administrator will conduct twenty (20) random drawings, one (1) for each of the Concert Cities listed above. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the Sweepstakes Period based on the entrant's selection of concert city at time of entry.

**WINNER NOTIFICATION & VERIFICATION:** Potential Grand Prize winners will be notified by email and required to confirm their mailing address within forty-eight (48) hours via return email. Failure to respond within the applicable time period will result in forfeiture of prize and Sponsor shall have the option to award the prize to an alternate winner. The return of any prize notification prize as undeliverable may result in disqualification and an alternative winner may be selected. Prizes will be at will call for the winner to pick up upon arrival at the concert.

If a prize notification or prize is returned as undeliverable, or if winner is found to be ineligible or not in compliance with these Official Rules, that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing. If Sponsor is unable to determine and verify a potential winner after repeated alternate drawings or if Sponsor fails to receive a sufficient number of entries to correspond to the number of prizes available to be awarded, Sponsor reserves the right to not award such prize(s).

**PRIZE CONDITIONS:** Prizes are not redeemable for cash, not assignable, not transferable and may not be substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value at its discretion. Any incidental expenses on prize not specified herein are the winner's sole responsibility.

Prize must be used on dates specified or prize will be forfeited. Dates are subject to change.

Sponsor is not the provider of any concert including those at each Concert City ("Event"). Each concert is managed or controlled by an independent third party ("Event Promoter"), and Sponsor has no power to manage or control the operations of Event Promoter or any third party. Sponsor makes no guarantees or warranties about Event Ticket(s) or each Event itself. The Event Promoter and its agents or representatives shall not be treated as Sponsor's agents for any purpose, and Sponsor is not responsible for the action or inaction of Event Promoter, nor is Sponsor liable for any loss or penalties incurred if Event Promoter is sold, ceases to exist, becomes inoperative, if an Event is delayed, postponed, cancelled or changed for any reason; for acts of nature; or for amenities, services and/or facilities not being available for any reason, including but not limited to: due to renovations, strikes, bankruptcy and/or acts of nature. All Event Prizes and Event Tickets are issued subject to terms and conditions of Event Promoter, which will be listed on the back of the Event Ticket, and subject to these Official Rules. Any additional meals, transportation or accommodation arrangements (or other incidental expenses) made in connection with redeeming will be the sole responsibility of winner unless expressly provided herein. Unless otherwise stated, alcoholic beverages and any applicable taxes and gratuities are not included. In the case of mechanical difficulties, acts of God, equipment unavailability, celebrity illness or the like, Sponsor reserves the right to work with the Event Promoter to make a reasonable substitution. If substitution is not possible, Sponsor and/or the Event Promoter reserve the right to cancel, including on short notice. If an Event is delayed, postponed, cancelled or changed by Sponsor, the Event Promoter, a third party, or for any reason, winner will be notified as soon as practical. If it is not possible to substitute with an alternative date, Sponsor and/or the Event Promoter may cancel or provide a reasonable substitute of equivalent or greater value. Notwithstanding anything to the contrary in these Official Rules or otherwise, Sponsor will not offer cash substitution or refunds or be liable in any way for expenses that winner incurs related to an Event Ticket or prize that has been cancelled by the Event Promoter, except in its sole and absolute discretion.

Concert tickets are not redeemable for cash and will not be replaced if lost or stolen. Tickets are subject to the concert ticket complete terms and conditions. In the event that concert does not take place as scheduled, for reasons such as cancellation, preemption or postponement, or for any reason beyond the control of the Sponsor, Sponsor's sole responsibility will be to award the remaining portion of the Grand Prize and no additional substitution or compensation will be provided.

Winner is responsible for all federal, state, local and income taxes associated with winning prize.

Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video recordings, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

**GENERAL AND LIMITATION OF LIABILITY:** Although subsequent attempts to enter may be received, only the first complete entry received from a particular entrant will be eligible; subsequent attempts by the same person to enter, including entries submitted with an alternate email address, will be disqualified.

PARTICIPATING ENTRANTS AGREE TO THESE OFFICIAL RULES AND THE DECISIONS OF THE SPONSOR AND THE SWEEPSTAKES ADMINISTRATOR. PARTICIPATING ENTRANTS AGREE TO RELEASE THE SPONSOR, THE SWEEPSTAKES ADMINISTRATOR, AND THEIR AFFILIATED COMPANIES, AND ALL OTHER BUSINESSES INVOLVED IN THIS SWEEPSTAKES, AS WELL AS THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS OF EACH (THE "RELEASED PARTIES"), FROM ALL CLAIMS AND LIABILITY RELATING TO THEIR PARTICIPATION IN THE PROMOTION, AND THE ACCEPTANCE AND USE/MISUSE OF THE PRIZE OFFERED. PARTICIPATING ENTRANTS ASSUME ALL LIABILITY FOR AND RELEASED PARTIES SHALL BE HELD HARMLESS AGAINST ANY LIABILITY FOR ANY INJURY, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR INJURY TO PROPERTY CAUSED OR CLAIMED TO BE CAUSED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY PARTICIPATION IN THIS SWEEPSTAKES, ACCEPTANCE, POSSESSION, OR USE/MISUSE OF THE PRIZE, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY..

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (I) LOST, LATE, MISDIRECTED, INCOMPLETE, INCORRECT DAMAGED OR ILLEGIBLE ENTRIES OR ENTRANT'S FAILURE TO RECEIVE PRIZE NOTICES DUE TO ENTRANT'S SPAM, JUNK E-MAIL, OR OTHER SECURITY SETTINGS OR FOR ENTRANTS' PROVISION OF INCORRECT OR OTHERWISE NON-FUNCTIONING CONTACT INFORMATION, TECHNICAL, HARDWARE, OR SOFTWARE MALFUNCTIONS, LOST OR UNAVAILABLE NETWORK CONNECTIONS, OR FAILED, INCORRECT, INACCURATE, INCOMPLETE, GARBLES, OR DELAYED ELECTRONIC COMMUNICATIONS WHETHER CAUSED BY THE SENDER OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR USED IN THIS SWEEPSTAKES. BY ANY HUMAN ERROR WHICH MAY OCCUR IN THE PROCESSING OF THE ENTRIES IN THIS SWEEPSTAKES, OR BY ANY TYPOGRAPHICAL, TECHNOLOGICAL, OR OTHER ERROR IN THE PUBLISHING OF THE OFFER, ADMINISTRATION OF THE SWEEPSTAKES, OR ANNOUNCEMENT OF THE PRIZES; OR (II) ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATIONS OR TRANSMISSION, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO OR ALTERATIONS OF ENTRY MATERIALS, OR FAILURE TO RECEIVE ENTRY INFORMATION BY SPONSOR FOR ANY REASON, INCLUDING BUT NOT LIMITED TO ON ACCOUNT OF TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEB SITE OR ANY COMBINATION THEREOF; OR (III) ANY INJURY OR DAMAGE TO ENTRANT'S OR ANY OTHER PERSON'S COMPUTER RELATED TO OR RESULTING FROM PARTICIPATING IN THE SWEEPSTAKES. By participating in the Sweepstakes, entrant (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Sweepstakes Administrator, which are final and binding in all

matters relating to the Sweepstakes. Failure to comply with these official rules may result in disqualification from the Sweepstakes.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures (including viruses and bugs) or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect entries or individuals from the Sweepstakes and any sweepstakes it sponsors and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE. FURTHER. SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS. DELAYS. DIVERSIONS, CHANGES IN SERVICE OR ACCOMMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, INCLUDING AIR CARRIER(S) AND OTHER TRANSPORTATION COMPANIES; LODGING, RESTAURANT OR OTHER HOSPITALITY PROVIDERS; ENTERTAINMENT PROVIDERS, VENUES OR ARTISTS; OR OTHER THIRD PARTY PROVIDERS SUPPLYING ANY SERVICES OR COMPONENTS OF THE PRIZE(S) TO WINNERS AND/OR THEIR GUESTS, OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

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 DRAFT\_Official Rules\_Hologic, Inc. The Good Morning Gorgeous Sweepstakes \_Job #\_VAU22-280\_ 08 01 22

be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, 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, INDIRECT, 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.

**DISPUTES:** The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts located in Middlesex County, MA 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 Marlborough, MA. 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 Marlborough, MA. 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.

**PRIVACY:** As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties, including DRAFT\_Official Rules\_Hologic, Inc. The Good Morning Gorgeous Sweepstakes \_Job #\_VAU22-280\_ 08 01 22 6 |

Sweepstakes Administrator, for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at <a href="https://www.hologic.com/privacy-policy">https://www.hologic.com/privacy-policy</a>.

**OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, see www.screeningsforher.com or send a self-addressed, stamped envelope by August 9, 2022, to: **The Good Morning Gorgeous Sweepstakes** Official Rules Request, PO Box 654, Social Circle, GA 30025-0654.

**WINNER CONFIRMATION REQUEST:** For a written confirmation of the winner (available after 8/9/22), send a stamped, self-addressed envelope (no later than 10/07/22), to: **The Good Morning Gorgeous Sweepstakes** Winner Confirmation Request, PO Box 654, Social Circle, GA 30025-0654.

SPONSOR: Hologic, Inc., 250 Campus Dr, Marlborough, MA 0175.

**SWEEPSTAKES ADMINISTRATOR:** US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625. 1-800-620-6044

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