

Flu Getaway Giveaway Sweepstakes Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

BY ENTERING THE SWEEPSTAKES, YOU HEREBY REPRESENT AND WARRANT THAT YOU HAVE READ THESE OFFICIAL RULES AND ARE FULLY FAMILIAR WITH ITS CONTENTS.

1. Eligibility: Flu Getaway Giveaway Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Seqirus USA, Inc. ("Sponsor"), Merkle Inc. ("Administrator"), and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules. Sponsor's and Administrator's decisions are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Seqirus USA, Inc., 25 Deforest Avenue, Summit, NJ 07901. **Administrator:** Merkle Inc. (previously known as HelloWorld, Inc.), 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Sweepstakes begins on December 19, 2024 at 12:00 a.m. Eastern Time ("ET") and ends on February 27, 2025 at 11:59 p.m. (the "Promotion Period").

The Sweepstakes include two (2) entry periods (each an "Entry Period"), as outlined below:

Entry Period	Start Date at 12:00 a.m. ET	End Date at 11:59 p.m. ET	Approximate Drawing Date
1	December 19, 2024	January 31, 2025	February 3, 2025
2	February 1, 2025	February 27, 2025	March 3, 2025

Administrator's servers are the official time-keeping devices for the Sweepstakes.

4. How to Enter: During the Promotion Period, visit flugetawaygiveaway.com ("Promotion Site") and follow the links and instructions to accurately complete and submit the registration form, including your first and last name (initials are not sufficient), email address, date of birth, and ZIP Code. In addition, you must answer whether you have received your flu shot or not this year. If you have received your flu shot this year, please provide the location that administered the shot. Receiving a flu shot is not required for entry into the Sweepstakes. By submitting the registration form, you will receive one (1) Sweepstakes entry into applicable Entry Period drawing.

Limit: You may enter one (1) time during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than one (1) entry by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries, and that entrant may be disqualified. Use of any automated system to participate is prohibited and may result in disqualification. In the event of a dispute as to the identity of an entrant, Sponsor and Administrator will rely on the information submitted by the entrant to register for this Sweepstakes. If any additional information provided by entrant is inconsistent with the information provided at registration for this Sweepstakes, Sponsor and/or Administrator may disqualify such entrant, and such disqualification may result in the forfeiture of any prizes won. Sponsor, in its discretion, may require additional

documentation from entrant to show proof of entrant's identity.

5. Prize Drawing: Administrator is an independent organization whose decisions as to the selection of the potential winners are final and binding. Administrator will randomly select the potential winners from all eligible entries received during the applicable Entry Period, on or around the dates listed above in Section 3. Non-winning Entry Period 1 entries will carry over to Entry Period 2. The potential winners will be notified by email. Each potential Trip Grand Prize winner (or parent/legal guardian if winner is a minor in their state of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("collectively, the Declaration") which must be received by Administrator within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information within the required time period, or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason or forfeits the prize, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

6. Prizes, Approximate Retail Value ("ARV"), and Odds of Winning:

A. Prizes:

TWO (2) TRIP GRAND PRIZES (one (1) Trip Grand Prize awarded per Entry Period): A trip for four (4) (winner and three (3) guests) to a city of winner's choice in the United States/D.C. Trip package includes round trip, coach-class air transportation for four (4) from a major airport near winner's home (determined by Sponsor in its sole discretion) to selected city; seven (7) nights' accommodations at a hotel determined by Sponsor in its sole discretion (two rooms; double occupancy each); ground transportation to and from destination airport and hotel; and \$4,500 spending money. Winner must complete the trip within one (1) year from the drawing date or the Trip Grand Prize will be forfeited. The trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Winner must have proper identification and a valid credit card for hotel check-in and to cover incidental expenditures. Unless a guest is the winner's ward or child or a sibling/friend of winner with appropriate parental permissions and releases, all guests must be eighteen (18) years of age or older as of the date of departure. All guests must travel on the same itinerary and at the same time as the winner. If winner is a minor in his/her state of residence, at least one (1) travel companion must be winner's parent/legal guardian. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. **By traveling, winner and winner's guests voluntarily assume all risks related to exposure to COVID-19.** Winner and travel companions are responsible for complying with any COVID-19 requirements set forth by airline, rental car vendor, hotels, excursion and event venues or other vendors offering services that are part of the trip prize. Failure to comply with any required COVID-19 requirements, may result in forfeiture of the Trip Grand Prize or elements of the Trip Grand Prize. Forfeiture of any aspect of the Trip Grand Prize due to failure to meet these requirements will not impact the value of the Trip Grand Prize as reported on an IRS Form 1099. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or

stolen tickets, travel vouchers or certificates. Sponsor is not responsible if event is delayed, postponed or cancelled for any reason, in which event that portion of Trip Grand Prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Actual value may vary based on airfare and other travel cost fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value. ARV: \$13,000.00.

FOUR (4) FIRST PRIZES (two (2) First Prizes awarded per Entry Period): One (1) hardshell suitcase. ARV: \$375.00.

FOUR (4) SECOND PRIZES (two (2) Second Prizes awarded per Entry Period): A \$300.00 Prepaid Card. All prepaid cards are governed by the Cardholder Agreement, and some fees may apply. This is not a gift card. Please note that prepaid cards are subject to expiration, so pay close attention to the expiration date of the card. ARV: \$300.00.

FOUR (4) THIRD PRIZES (two (2) Third Prizes awarded per Entry Period): One (1) pair of wireless earbuds. ARV: \$249.00.

FOUR (4) FOURTH PRIZES (two (2) Fourth Prizes awarded per Entry Period): A four (4) pack of electronic key finders. ARV: \$99.00.

FOUR (4) FIFTH PRIZES (two (2) Fifth Prizes awarded per Entry Period): One (1) neck travel pillow. ARV: \$69.00.

FOUR (4) SIXTH PRIZES (two (2) Sixth Prizes awarded per Entry Period): One (1) set of packing cubes. ARV: \$45.00.

B. Total ARV: The total ARV of all available prizes in the Sweepstakes is \$30,548.00.

C. Odds of Winning: The odds of winning a prize depend on the total number of eligible entries received during each Entry Period.

For All Prizes: Prizes are non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Winners of a prize equal to or greater than \$600 will receive an IRS Form 1099 MISC reporting the actual value of the prize received. ARVs are determined as of the time these Official Rules were published and the value of a prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded. Where applicable, prize style, size, and all other details will be determined by Sponsor in its sole discretion. All other costs and expenses associated with acceptance of the prize that are not expressly set forth herein shall be solely the winner's responsibility. Prizes are provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Prizes will be fulfilled approximately 8-10 weeks after conclusion of the Sweepstakes. Limit of one (1) prize per household.

7. Release: By receipt of any prize, winners agree to release and hold harmless Sponsor, Administrator, Giant Eagle, Inc., and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Sweepstakes and/or acceptance, use, inability to use, misuse or redemption of a prize (including any injury or harm related thereto).

8. Publicity: Except where prohibited, participation in the Sweepstakes constitutes each winner's consent

to Sponsor's and its agents' use of winner's name, prize information, likeness, photograph, social handle, voice, opinions, and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration. Sponsor is not obligated to use any of the above-mentioned information or publicity materials but may do so and edit such information or materials at its sole discretion, without further obligation or compensation.

9. General Conditions: Sponsor reserves the right to cancel, suspend, and/or modify the Sweepstakes, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance and may modify the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any person it finds to be tampering with the entry process or the operation of the Sweepstakes, including but, not limited to submitting fraudulent entries, or acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be in violation of criminal and civil law and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In no event will more prizes than are stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received. In the event there is a discrepancy or inconsistency between any other statements contained in any Sweepstakes-related materials (including printed versions of these Official Rules) and the Official Rules as posted on the Promotion Site, the Official Rules as posted on the Promotion Site shall prevail, govern, and control.

10. Limitations of Liability: The Released Parties are not responsible for, and will be held harmless and expressly disclaim any liability for: (1) any incorrect or inaccurate information either caused by printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes or provided by entrants; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections to the internet, in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Sweepstakes, including but not limited to the entry process; (4) technical or human error which may occur in the administration of the Sweepstakes, including but not limited to the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any bodily injury or loss, cost, or damage of any kind to persons (including death or property damage) which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes, or to the receipt, use, inability to use, or misuse of any prize (including injury or death arising out of receipt of the prize, including during any travel or trip). If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. 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 (AND IN NO EVENT ATTORNEYS' FEES) NOT TO EXCEED ONE HUNDRED DOLLARS (\$100), AND KNOWINGLY AND EXPRESSLY WAIVES ANY RIGHT TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. ENTRANT'S 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 FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

11. Disputes: EXCEPT WHERE PROHIBITED, ENTRANT AGREES THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, and exclusively by the appropriate federal or state courts located in New Castle County, Delaware. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules (whether of the State of Delaware or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Delaware.

12. Severability: If the application of any provision of these Official Rules to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of these Official Rules, shall not in any way be affected or impaired thereby; and (b) such provision shall be enforced to the maximum extent possible. In addition, if any provision contained in these Official Rules shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

13. Entrant's Personal Information: Information collected from entrants is subject to Sponsor's Privacy Policy <https://privacy.csl.com>.

14. Winner List: For a winner list, please [click here](#). The winner list will be posted after winner confirmation is complete.

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