

XYZAL® MARATHON PRIZE EVENT

OFFICIAL RULES

THE FOLLOWING PROMOTION IS INTENDED FOR LEGAL RESIDENTS OF THE UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST THE AGE OF MAJORITY IN ENTRANT'S STATE OF RESIDENCE.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW. BY PARTICIPATING IN THIS PROMOTION, ENTRANT AGREES TO BE BOUND BY THESE OFFICIAL RULES ("RULES").

The Xyzal® Marathon Prize Event (the "Promotion") is a combined promotion consisting of two (2) parts: (i) a sweepstakes in which the winner is selected at random from all eligible entries (the "Sweepstakes"); and (ii) a skill-based contest in which winners are selected by a panel of judges (the "Contest"). The Promotion will commence on September 1, 2026, at 12:00:00 PM Eastern Time ("ET") and ends on October 31, 2026, at 11:59:59 PM ET (the "Promotion Period"). The Administrator's computer is the official clock for the Promotion.

1. SPONSOR/ADMINISTRATOR. The Promotion is sponsored by Chattem, Inc. d/b/a Opella, 21 South Street, Morristown, NJ 07960 ("Sponsor") and is administered by Twelve Thirty, LLC ("Administrator").

2. ELIGIBILITY. The Promotion is open only to individuals who are legal U.S. residents of one of the 50 United States or the District of Columbia, excluding residents of American Samoa, Puerto Rico, Guam, U.S. Virgin Islands and all other U.S. territories, 18 years of age (19 in AL or NE) or older at the time of entry.

The following persons are not eligible to participate: employees, contractors, directors and officers of Sponsor and Administrator, their parents, subsidiary and affiliated companies, distributors, Web design, advertising, fulfillment, judging and promotion agencies involved in the administration, development, fulfillment and execution of this Promotion (collectively, "Promotion Parties"), including their affiliates and agents, and their respective immediate family members (spouse, parent, child, sibling, grandparent, and/or "step") of each and those living in their same households (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the Promotion). The Promotion is subject to all applicable federal, state, and local laws, regulations, and ordinances.

In addition, participation in the Bib Contest and receipt of a Contest Prize are contingent on the entrant satisfying all eligibility, age, health and participation requirements imposed by the Boston Athletic Association ("B.A.A.") and the event for the 2027 Boston Marathon. See Section 7. Contest entrants must provide agreement that they can safely complete a marathon in under 6 hours and submit an entry video containing personal health information. In addition, winners of the Bib Contest must be willing to: (i) Work with the Opella content team to create an additional video announcing their win, which will be posted on the brand's social media channels and boosted with paid media; (ii) Wear a Xyzal branded singlet during the race; and (iii) Be willing to be captured in video footage during race weekend which will be posted on the brand's social channels and boosted with paid media. Participation in the Boston Marathon is subject to all applicable [rules](#) and to the eligibility, age, and health/medical requirements of the B.A.A. and the event. Rules can be found at this [link](#). Amendments to current rules may be made for 2027.

3. HOW TO ENTER.

The Promotion has two (2) components. First, an eligible entrant registers to receive one (1) entry into the Sweepstakes. After registering, an entrant may then optionally enter the Contest by completing and submitting the Application described below. An entrant may participate in the Sweepstakes only, or in both the Sweepstakes and the Contest.

A. SWEEPSTAKES ENTRY

- a. **ONLINE FORM:** To enter the Sweepstakes, an eligible entrant must visit marathonprizeevent.com (the "Website") during the Promotion Period and follow the instructions to complete and submit the registration form, which may include, but is not limited to, submitting entrant's birth date, email, phone number, first and complete last name (no initials), street address (no P.O. Boxes will be allowed), city, state, and ZIP Code, and checking the required consent boxes presented. Once entrant has completed the foregoing, entrant will have earned one (1) entry ("Sweepstakes Entry") into the Sweepstakes. Any registration submitted after 11:59:59 PM ET on October 31, 2026 will be disqualified and will not be eligible for the random drawing.
- b. **ALTERNATE METHOD:** To enter the Sweepstakes without completing the Online Form, an eligible entrant must hand-write his/her complete first and complete last name (no initials), email address, telephone number, street address (no P.O. Boxes will be allowed), city, state, ZIP Code, and date of birth (MM/DD/YYYY) on a 3½"x5" card ("Mail-In Entry") and mail it with sufficient postage to: Xyzal Marathon Promotion, 47 W Division St., #374, Chicago, IL 60610. All Mail-In Entries must be postmarked no later than October 31, 2026, and received on or before November 9, 2026, in order to be eligible. Each Mail-In Entry is worth one (1) entry into the Sweepstakes. An Entrant may not submit via the Alternate Method in addition to the Online Form method mentioned above. Mail-In Entries must be legibly hand-written. Mechanical reproductions, postage-due, Mail-In Entries mailed in an envelope or sent in excess of the entry limits set forth below will not be accepted. Mail-In Entries received without a verifiable and legible return address will be deemed incomplete and not valid entries.

Entries may be referred to herein individually as an "Entry" or collectively as "Entries."

B. CONTEST ENTRY (Application — optional). After registering, an entrant may elect to enter the Contest by completing and submitting the on-screen application (the "Application") during the Promotion Period. The Application requires the entrant to provide: (i) Agreement that they can safely complete a marathon in under 6 hours (ii) Agreement to share personal health information in a submission video; (iii) a video of up to thirty (30) seconds explaining why the entrant wants to run the Boston Marathon and how allergies negatively impact the entrant's life with respect to running and being active (the "Video"). The registration information, together with the completed Application and the Video, are collectively the entrant's "Submission." Submitting a completed Application enters the entrant into the Contest. All Submissions must comply with the Submission Requirements set forth below. Winners must be willing to: (i) Work with the Opella content team to create an additional video announcing their win, which will be posted on the brand's social media channels and boosted with paid media; (ii) Wear a Xyzal branded singlet during the race; and (iii) Be willing to be captured in video footage during race weekend which will be posted on the brand's social channels and boosted with paid media. Participation in the Boston Marathon is subject to all applicable [rules](#) and to the eligibility, age, and health/medical requirements of the B.A.A. and the event. Rules can be found at this [link](#). Amendments to current rules may be made for 2027.

LIMIT: Limit one (1) Sweepstakes Entry, regardless of method and one (1) Contest Submission per person/email address during the entire Promotion Period, regardless of method. By submitting your registration and/or Submission, you confirm that you are eligible to participate and are in compliance with these Rules. Use of multiple email addresses or identities, or the manipulation of information to obtain more than the stated number of entries, is prohibited and may result in disqualification. Any use of robotic, automated, or similar entry methods is prohibited and will void such participation.

Submission Requirements. All Contest Submissions must comply with the following requirements:

- The Submission (including the Video) must be the entrant's own original work;
- The Submission may not incorporate any element of artificial intelligence (AI);
- The Submission may not be created or edited by AI;
- The Submission cannot have been published previously by any party other than the entrant, and cannot be the subject of any actual or threatened litigation or claim;

- The Video must comply with the file format and size requirements specified on the Website;
- The Submission must be suitable for publication (i.e., may not be obscene or indecent in the opinion of the Sponsor or Administrator);
- The Submission cannot feature trademarks, logos or trade dress owned by any third party, or advertise or promote any brand or product of any kind, other than Xyzal® and Sponsor's brands;
- The Submission cannot contain copyrighted materials owned by others (including music, photographs, artwork, or other works);
- The Submission cannot include the name, likeness, photograph, voice, or other indicia identifying any person, living or dead, without that person's permission (and, for any minor appearing in the Video, the entrant must be the parent or legal guardian or have the consent of the parent or legal guardian);
- The Submission cannot be sexually explicit or suggestive, violent, or derogatory of any ethnic, racial, gender, religious, professional or age group;
- The Submission cannot promote illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- The Submission cannot describe or depict any illegal activity or violation of any state or federal law; and
- The Submission must not contain any viruses, spyware, malware, or other malicious components.

Sponsor reserves the right, at its sole discretion, to disqualify an entrant if the Submission fails to comply with any of these Submission Requirements or any other provision of these Rules.

IMPORTANT NOTE: Any entrant who incorporates any intellectual property owned by a third party into a Submission does so at his or her own risk. If Sponsor is notified that any element of a Submission infringes upon the rights of another person, or receives a legally valid request to remove the affected Submission, such Submission may be disqualified in Sponsor's sole discretion. Each entrant represents and warrants that: (i) the Submission is the entrant's own original, previously unpublished work; (ii) the Submission is uncorrupted and is not the subject of any actual or threatened litigation or claim; (iii) the Submission does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; and (iv) the Submission does not and will not violate any applicable laws and is not and will not be defamatory or libelous. Each entrant agrees to indemnify and hold the Promotion Parties harmless from and against any and all third-party claims, actions or proceedings, and from any and all damages, liabilities, costs and expenses, relating to or arising out of any breach or alleged breach of any of the entrant's warranties, representations or agreements hereunder.

4. GRANT OF RIGHTS.

By submitting a Submission, an entrant grants to Sponsor and all of its present and future parent, subsidiary or affiliated entities, agents, contractors and agencies, and its successors and assigns, a perpetual, worldwide, non-exclusive, sub-licensable, fully paid-up, irrevocable, royalty-free, transferable right and license to use, display, perform, transmit, copy, modify, delete, adapt, publish, translate, create derivative works from, sell and distribute such Submission, and to incorporate the Submission into any form, medium, or technology now known or hereafter developed, throughout the universe (including, without limitation, digital media advertisements), all without compensation to the entrant, with or without the entrant's name. Do not submit any Submission that you do not wish to license to Sponsor. Sponsor has no obligation to use any Submission and reserves the right to select, in its sole discretion, which, if any, Submissions will be published. By submitting a Submission, you acknowledge that it may be made available to the public. This grant of rights also applies to any content that is created with the winners in connection to the Contest, including social posts announcing the winners or content documenting race events during marathon weekend.

5. SWEEPSTAKES — WINNER SELECTION AND NOTIFICATION. On or about November 10, 2026, one (1) Sweepstakes winner will be selected in a random drawing from among all eligible Sweepstakes Entries received during the Promotion Period.

The odds of winning depend on the number of eligible Sweepstakes Entries received. The random drawing will be conducted by Sponsor and/or Administrator, whose decisions are final in all matters relating to the Sweepstakes.

The potential Sweepstakes winner will be notified by email within ten (10) days of the random drawing (a "Prize Notification"). In order to claim a prize, the potential winner may be required to verify his or her permanent address and social security or taxpayer identification number for purposes of compliance with tax regulations.

Failure to respond to the Prize Notification, return all required forms within three (3) days, or comply with any other provision of these Rules may result in disqualification and selection of an alternate winner. If a Prize Notification or prize is returned as undeliverable, an alternate winner may be selected by random draw from all remaining eligible Sweepstakes Entries, at Sponsor's discretion.

6. CONTEST — JUDGING AND WINNER SELECTION.

All eligible Contest Submissions will be judged by a panel of qualified judges comprised of Sponsor's representatives ("Judges") on or about November 1, 2026 (the "Judging Period"). The Judges will score each eligible Submission according to the following weighted criteria: (i) Creativity — 50%; and (ii) Brand Alignment (the reasoning behind wanting to run the race) — 50%. The entrants who submitted the two (2) Submissions receiving the highest overall scores will each be declared a potential Contest winner, pending verification of eligibility and compliance with these Rules.

In the event of a tie, the tied Submission with the higher score in Brand Alignment will prevail; if a tie remains, the tied Submissions will be re-scored by a new panel of qualified judges and the Submission with the highest overall score will prevail. If a potential Contest winner is found to be ineligible or does not comply with these Rules, that entrant will be disqualified and the Submission with the next-highest score may be named a winner. The decisions of the Judges, Administrator and Sponsor are final and binding in all matters relating to the Contest. There will be two (2) Contest winners, provided a sufficient number of eligible Submissions are received. Potential Contest winners will be notified by email on or about November 9, 2026.

Failure to respond to the Contest prize notification, return all required forms within three (3) days, or comply with any other provision of these Rules may result in disqualification and selection of an alternate winner. If a Contest prize notification or prize is returned as undeliverable, an alternate winner may be selected from the remaining eligible Submissions based on the next-highest score, at Sponsor's discretion.

7. PRIZE DETAILS.

Sweepstakes Prize (1): One (1) "Xyzal® Marathon Race kit," consisting of a \$400 gift card to DICKS® Sporting Goods, a massage gun, and one (1) pack of Xyzal® (90ct). The approximate retail value ("ARV") of the Sweepstakes Prize is \$770. All trademarks used herein are the property of their respective owners. The use of certain companies' products and services as Sweepstakes Prizes does not imply participation in, approval of, or endorsement of this Sweepstakes by such companies.

Contest Prizes (2): Each Contest Prize consists of one (1) official entry ("bib") to run in the 2027 Boston Marathon, made available to Sponsor through Xyzal's official sponsorship of the event. The bib has no independent retail value; the approximate retail value ("ARV") of each Contest Prize is \$375.00. The Contest Prize consists of the official race entry/bib only. All other costs, expenses, and arrangements associated with participation in the Boston Marathon — including, without limitation, travel to and from Boston, ground transportation, lodging, meals, apparel, equipment, training, and insurance — are solely the responsibility of the winner. Participation in the Boston Marathon is subject to all applicable [rules](#) and to the eligibility, age, and health/medical requirements of the B.A.A. and the event. Amendments to the current rules may be made for 2027. If a winner is unable or unwilling to participate for any reason, the Contest Prize will be forfeited and, at Sponsor's sole discretion, may be awarded to an alternate winner.

Total ARV: The total ARV of all prizes available in the Promotion is \$1,520, comprising the Sweepstakes Prize ARV plus \$750.00 for the two (2) Contest Prizes (\$375.00 each).

General Prize Conditions: In no event will more prizes than are stated in these Rules be awarded. If, due to a printing, production, human, technical or other error, more prizes are claimed than the number set forth in these Rules, Sponsor reserves the right to award the intended number of prizes by random drawing (for the Sweepstakes Prize) or based on the Judges' scores (for the Contest Prizes) from among all eligible, non-suspect claims received. There is a limit of one (1) Contest Prize per person/household during the entire Promotion Period. Each prize will be delivered to the verified winner. Incidental expenses and all other costs and expenses not specifically listed as part of a prize are solely the responsibility of the winner. If any part of a prize becomes unavailable for any reason, Sponsor will not be responsible for awarding that part of the prize and reserves the right to substitute a prize (or prize component) of equal or greater value in its sole discretion. The value of a prize may be taxable to the winner as income, and each winner is solely responsible for all applicable federal, state and local taxes and fees associated with receipt and use of a prize. EACH PRIZE IS AWARDED "AS IS," "WHERE IS," WITH NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED. Each prize is nonassignable, nonsubstitutable, and nontransferable, except that Sponsor may, in its sole discretion, substitute cash or a prize of equal or greater monetary value.

8. HOW TO CLAIM A PRIZE. Each potential winner will be notified by email with instructions on how to claim the prize. As a condition of receiving a prize, a potential winner may be required to sign and return a Declaration of Eligibility and Liability/Publicity Release, an IRS Form W-9, and any other requested documents within three (3) calendar days, or the prize may be forfeited and awarded to an alternate winner at Sponsor's sole discretion. Because the Contest Prize involves strenuous physical activity, each potential Contest winner may also be required, as a condition of receiving the prize, to submit a signed assumption-of-risk and medical release and/or evidence of medical fitness to participate in a marathon. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. If, after reasonable attempts, Sponsor is unable to award or deliver a prize for any reason, such prize will be forfeited and will not be re-awarded.

9. LIMITATION OF LIABILITY; RELEASE OF LIABILITY; ASSUMPTION OF RISK. No liability or responsibility is assumed by Sponsor or the Promotion Parties resulting from an entrant's participation in or attempt to participate in the Promotion, or the ability or inability to upload or download any information in connection with the Promotion. No responsibility or liability is assumed by Sponsor or the Promotion Parties for technical problems or technical malfunction arising in connection with any of the following which may affect the operation of the Promotion: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic or Internet connectivity or other online or network communication problems; errors or limitations of any Internet providers, servers, hosts or other providers; garbled, jumbled or faulty data transmissions; failure of any online transmissions to be sent or received; lost, late, delayed or intercepted transmissions; inaccessibility of the Website in whole or in part for any reason; traffic congestion on the Internet or Website; unauthorized human or non-human intervention in the operation of the Promotion, including without limitation unauthorized tampering, hacking, theft, virus, bugs, or worms; or destruction of any aspect of the Promotion, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Promotion. Sponsor is not responsible for any typographical errors in the announcement of prizes or these Rules, or any inaccurate or incorrect data contained on the Website. Use of the Website is at the user's own risk. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

By participating in the Promotion, entrants agree (a) to release Sponsor and the Promotion Parties, and each of their respective parent companies, subsidiaries, affiliates, officers, directors, employees, owners, distributors, retailers, agents, assignees, advertising/promotion agencies, and representatives ("Released Parties") from any and all claims, damages or liabilities arising from or relating to the entrant's participation in the Promotion; (b) that under no circumstances will the entrant be permitted to obtain awards for, and the entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than actual out-of-pocket expenses; (c) that all causes of action arising out of or connected with the Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) that any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs.

By accepting a prize, a recipient (a) agrees that the Released Parties will have no liability whatsoever for, and shall be held harmless against, any liability for injuries, losses or damages of any kind to persons or property resulting in whole or in part, directly or indirectly, from participation in the Promotion or from acceptance, possession, misuse or use of any prize, including travel to and participation in the Boston Marathon; (b) acknowledges that Sponsor shall not be liable for any injuries, damages, or losses arising from or related to the winner's failure to use any prize product in accordance with its applicable label or usage instructions; and (c) grants (and agrees to confirm in writing promptly upon request) to Sponsor and its designees and assigns the right to use his/her name, photograph, likeness, voice, image, statements, and biographical information at any time, for advertising, trade, publicity and promotional purposes in any media now known or hereafter discovered, worldwide, including the Internet, without review, notification, approval, or additional compensation, unless prohibited by law.

ASSUMPTION OF RISK: Each Contest winner acknowledges that participation in a marathon and related training and travel involve inherent and significant risks, including risk of serious physical injury, illness, or death. To the fullest extent permitted by law, each winner voluntarily assumes all such risks and releases the Released Parties from any and all liability arising from or related to the winner's participation in the Boston Marathon and any related activity. It is the winner's sole responsibility to obtain medical clearance and to determine that the winner is medically fit to participate.

The Released Parties are not liable in the event that any portion of the Promotion (including any prize) is canceled, postponed or otherwise affected due to pandemics or epidemics, outbreaks of infectious disease or any other public health crisis, quarantine measures of any government authority, weather, fire, strike, acts of war or terrorism, or any other condition beyond their control (a "Force Majeure Event").

10. GENERAL CONDITIONS. Winners are solely responsible for any taxes on a prize. No substitution of a prize is offered, except at the sole discretion of Sponsor. No transfer of a prize is permitted. Unclaimed prizes will not be awarded. If for any reason the Promotion is not capable of running as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, Sponsor reserves the right, in its sole discretion, to (a) disqualify any individual who is responsible or who tampers with the entry process, and (b) cancel, modify or terminate the Promotion. In the event of cancellation, Sponsor may award the Sweepstakes Prize by random drawing, and the Contest Prizes based on the Judges' scores, from among all eligible, non-suspect entries and Submissions received prior to cancellation. This Promotion is offered only in the United States and is governed by the laws of the State of New Jersey, and all claims must be resolved in the federal or state courts located in Morris County, New Jersey.

Please see Sponsor's privacy notice located at <https://www.opella.com/en/privacy-center/global-notices/contests-en-gl> for details regarding the personal information collected in connection with this Promotion. Additionally, any communication between an entrant and Sponsor or its agencies regarding this Promotion (e.g., phone calls, text messages, chats, email, etc.) may be recorded for quality assurance and training purposes.

11. LEGAL NOTE. ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE THE WEBSITE OR INTERFERE WITH THE OPERATION OF THE PROMOTION 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.

As a condition of participating in the Promotion, you agree that any and all disputes, claims and causes of action arising out of or in connection with this Promotion shall be resolved individually, without resort to any form of class action, exclusively by arbitration. You further agree that under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, any damages whatsoever, including without limitation punitive, consequential, direct or indirect, or any other damages. Sponsor and the Promotion Parties reserve the right to modify these Rules in their discretion. All issues and questions concerning the validity, construction, interpretation, performance, and enforcement of the Promotion and these Rules, and the rights and obligations of you, Sponsor, or the Promotion Parties, shall be governed

by and construed in accordance with the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules.

12. SOCIAL MEDIA PLATFORMS. This Promotion may be advertised on or accessed through one or more social media platforms. However, the Promotion is in no way sponsored, endorsed, or administered by, or associated with, any such platform. Entrants agree to comply with all terms and policies governing such platforms in connection with the Promotion.

13. WINNERS LIST. The winners list will be posted after winner confirmation is complete and available for sixty (60) days thereafter. For a list of prize winners, please [click here](#).

All trademarks used herein are the property of their respective owners. The use of certain companies' products and services as Sweepstakes Prizes does not imply participation in, approval of, or endorsement of this Sweepstakes by such companies.

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