

Health Warrior Partnership Sweepstakes Official Rules

NO PURCHASE NECESSARY TO ENTER. PURCHASE WILL NOT INCREASE CHANCES OF WINNING. VOID WHERE PROHIBITED. MESSAGE & DATA RATES MAY APPLY.

THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM

The Health Warrior Partnership Sweepstakes ("Sweepstakes") is sponsored by KeVita, Inc., ("Sponsor"), 2220 Celsius Ave., Oxnard, CA 93030.

- 1. SWEEPSTAKES PERIOD:** The Sweepstakes begins on October 25, 2019 at 9:00 AM Pacific Time and ends on October 29, 2019 at 11:00 AM Pacific Time ("Sweepstakes Period"). During the Sweepstakes Period, eligible entrants may submit an Entry, as described in Section 3 of these Official Rules. At the conclusion of the Sweepstakes Period, two (2) Grand Prize winners will be randomly selected from all entries as set forth in Section 6 of these Official Rules. The winners will be announced on or about October 29, 2019. The Sponsor's computer is the Sweepstakes' official clock.
- 2. ELIGIBILITY:** This Sweepstakes is open only to legal residents of the fifty (50) United States (including the District of Columbia) who are at least eighteen (18) years old at the time of entry. Employees of Sponsor, The Integer Group, and Ignited, LLC, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Sweepstakes Entities") and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All federal, state, and local laws apply. Void where prohibited or restricted by law.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Sweepstakes.

- 3. HOW TO ENTER:** During the Sweepstakes Period an eligible entrant must log on to his/her Instagram Account, go to the @KeVitaDrinks Instagram Page, and tag a friend in the comment section of the "Sweepstakes Post". Entrant must follow @Kevitadrinks and @HealthWarrior during the Sweepstakes Period and for a period of thirty (30) days thereafter for prize notification purposes.

There is a limit of one (1) Entry in total during the Sweepstakes Period. An entrant cannot submit a comment on the post more than once for an Entry into the Sweepstakes.

If an entrant participates on Instagram, he/she must have an Instagram account. Entrants may create an Instagram account at no cost by logging on to <http://instagram.com>. Creation of an Instagram account requires entrant to agree to Instagram's Terms of Service and Privacy Policy, available at <http://instagram.com/about/legal/terms/> and <http://instagram.com/about/legal/privacy/>, respectively. Due to the way Instagram operate its services, entries from Instagram users with "protected" accounts (i.e., entrant has set his/her account so that only people the entrant has approved can view his or her updates) may not be received.

By submitting an Entry, each entrant agrees that his/her Entry complies with these Official Rules, including the Entry Guidelines and Requirements set forth in Section 4 of these Official Rules. Each entrant also agrees that Sponsor may disqualify the entrant from the Sweepstakes if the Sponsor believes, in their sole and absolute discretion, that an Entry fails to comply with these Official Rules. If Sponsor rejects any Entry, such Entry will be disqualified and will not be considered a valid Entry.

By entering, each entrant warrants and represents the following with respect to his/her Entry: (a) the Entry will not infringe on any rights of any third parties and (b) that entrant has not and will not take any action that interferes with the rights granted to Sponsor under these Official Rules.

By submitting an Entry, entrant hereby grants permission for the Entry to be posted on the Sponsor's website, Sponsor's Instagram account, or other social media sites associated with the Sponsor.

If an entrant enters the Sweepstakes on his/her mobile device, message and data rates may apply. Entrants should consult their wireless service provider regarding its pricing plans. Entrants should review their mobile device's capabilities for specific app instructions.

4. ENTRY GUIDELINES AND REQUIREMENTS: Each Entry:

- A. Must be in English;
- B. Must have a friend tagged who also has a public Instagram account;
- C. Must not disparage Sponsor, or other person or party affiliated with the promotion and administration of this Sweepstakes;
- D. Must not include personally identifiable information;
- E. Must comply with all other Entry Guidelines and Requirements and provisions of these Official Rules;
- F. Must not contain, facilitate, reference, or use material that is dangerous, fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;
- G. Must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
 - i. any cruelty to, or mistreatment in any way of animals;
 - ii. gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
 - iii. the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products;
 - iv. the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- H. Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;
- I. Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and
- J. Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Entry is created or otherwise promotes any

unlawful, illegal, unsafe, dangerous or reckless behavior.

NOTE: If any Entry fails to comply with any of these Entry Guidelines and Requirements or any other provisions of these Official Rules, Sponsor reserves the right, in its sole discretion, to disqualify the entrant and the Entry will not be eligible to win.

5. **WINNER SELECTION:** At the conclusion of the Sweepstakes Period, a winner will be randomly selected from all eligible Entries. If a winner is found to be ineligible or does not comply with these Official Rules, he/she will be disqualified and the Sponsor will choose another winner. Sponsor's selection shall be final and binding in all matters pertaining to the judging and selection of the winner.

In addition to the prize winner that left the comments, the friend that was tagged in the comments will also win a prize.

6. **PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"):**

- A. **Grand Prize (2): Partnership Prize Pack.** Two winners will receive three (3) boxes of Health Warrior (twelve (12) in each box) along with thirty (30) KeVita coupons that can be redeemed throughout the year for free 15.2oz single bottles of KeVita. Approximate retail value of: \$140.

7. **HOW TO CLAIM A PRIZE:** On or about October 29, 2019 the potential winners will be notified via Direct Message on Instagram that they have won (the "Notification"). The potential winner must then respond to the Notification within three (3) calendar days and provide his/her complete first and last name, street address (no PO Boxes), city, state, Zip Code, valid e-mail address, and date of birth.

If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a prize or, if Sponsor or its authorized designee is unable to contact the potential winner, or a prize is returned undeliverable, the prize may be forfeited, and in the Sponsor's sole discretion, the forfeited prize may be awarded to another winner as determined by Sponsor in its sole and absolute discretion.

Each potential winner may be required to furnish proof of identification. Sponsor is not responsible for any winner's privacy or spam filter settings which may divert any Sweepstakes message or e-mail, including any notification, to a spam or junk folder. The prizes will only be awarded to verified winners. Sweepstakes Entities shall not be held responsible for any delays in awarding a prize for any reason. Prizes will be fulfilled within 4-6 weeks after winner confirmation

8. **LIMITATION OF LIABILITY:** By participating in this Sweepstakes, entrants agree that the Sweepstakes Entities, Instagram, and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents ("Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable email notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/website/use net accessibility, availability or traffic congestion; or any

technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any website's users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes. The Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a prize. The Released Parties shall not be responsible or liable for Entries that are entered by any automated computer, program, mechanism or device, for any Entries in excess of the stated limit or for Entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such Entries may, in Sponsor's sole discretion, be disqualified.

If, for any reason, an Entry is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an Entry in the Sweepstakes, the entrant's sole remedy is to enter the Sweepstakes again to receive another Entry. If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of winner in a manner it deems fair and reasonable including the selection of the winner from among eligible Entries received prior to such cancellation, termination, modification or suspension.

By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including but not limited to any Sweepstakes-related activity or element thereof, and the entrant's Entries, participation or inability to participate in the Sweepstakes, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Sweepstakes materials, (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize, (e) any change in a prize due to unavailability or due to reasons beyond Sponsor's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation or modification of the Sweepstakes, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any Entry (including, without limitation, the registration information or any parts thereof), (i) any technical malfunctions or unavailability of any website or any telephone network, computer system, computer online

system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant, (j) interruption or inability to access the Sweepstakes, any other Sweepstakes-related websites or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to entrant's (or any third person's) equipment used to access the Sweepstakes and/or its contents related to or resulting from any part of the Sweepstakes, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged Entries, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (o) lost, late, stolen, misdirected, damaged or destroyed prizes (or any element thereof), or (p) the negligence or willful misconduct by entrant.

9. **PRIVACY POLICY:** Sponsor's privacy policy is available at <http://kevita.com/privacy-policy/>.
10. **PUBLICITY RIGHTS:** By participating in this Sweepstakes, each entrant agrees to allow the Sponsor and Sponsor's designee the perpetual right to use his/her name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Sweepstakes for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
11. **NO OBLIGATION TO USE:** Sponsor shall have no obligation (express or implied) to use any Entry, or to otherwise exploit any Entry or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of any Entry for any reason, with or without legal justification or excuse, and entrants shall not be entitled to any damages or other relief by reason thereof.
12. **DATES & DEADLINES/ANTICIPATED NUMBER OF ENTRANTS:** Because of the unique nature and scope of the Sweepstakes, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Sweepstakes. Sponsor cannot accurately predict the number of entrants who will participate in the Sweepstakes.