

KeVita Culture Sweepstakes
OFFICIAL RULES

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

THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM, FACEBOOK OR TWITTER

The KeVita Culture Sweepstakes (“Sweepstakes”) is sponsored by KeVita, Inc., (“Sponsor”), 1333 S. Mayflower Ave., Monrovia, CA 91016 and is administered by an independent third party company.

1. **SWEEPSTAKES PERIOD:** The Sweepstakes begins on July 5, 2017 at 8:00 AM Pacific Time (“PT”) and ends on September 5, 2017 at 11:59:59 PM PT (“Sweepstakes Period”) and includes three (3) entry periods as set forth in the chart below (each an “Entry Period”):

ENTRY PERIOD	START DATE @12:00 AM PT (EXCEPT ON 7/5/17)	END DATE @ 11:59:59 PM PT	APPROXIMATE DRAWING DATE
1	7/5/17 @ 8AM PT	7/27/17	7/28/17
2	7/28/17	8/17/17	8/18/17
3	8/18/17	9/5/17	9/6/17

Non-winning entries will carry forward into subsequent Entry Periods. The Administrator’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 (19 in AL & NE & 21 in MS). Employees of Sponsor, The Integer Group, administrator, Harmonica, Havas 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 (“Entrant”) must log on to his/her Instagram or Twitter Account, upload a photograph showing a picture of their favorite local hotspot or their favorite KeVita (a purchase is not required) with the hashtag #KeVitaCultureSweeps (collectively, the “Entry”). An Entrant may also participate on Facebook by visiting the Sponsor’s Facebook Page <https://www.facebook.com/KeVitaDrinks/> (“Page”). During the Sweepstakes Period, Sponsor will make a Facebook post on the Page inviting participants to enter this Sweepstakes (“Invitation Post”). To enter the Sweepstakes on

Facebook, an Entrant must post a comment to the Invitation Post (i.e. within the post comment) with their favorite hometown hotspot during the Sweepstakes Period.

By entering the Sweepstakes and using the hashtag #KeVitaCultureSweeps, Entrant hereby agrees to be bound by these Official Rules. An Entrant must have a non-private Twitter account or Instagram account to enter the Sweepstakes using Twitter or Instagram and must be a follower of @KeVitaDrinks on the platform used for 60 days after the end of the Sweepstakes Period for winner notification purposes to be eligible to win/claim a prize. If an Entrant does not have a non-private Twitter account, he/she can create one at no cost by visiting www.twitter.com. Please note that an Entrant must agree to comply with the Twitter Terms of Service (<https://twitter.com/tos/>) and Privacy Policy (<https://twitter.com/privacy/>) (if entering using Twitter) in order to participate in the Sweepstakes. Entrants may create an Instagram account at no cost by logging on to <http://instagram.com>. Creation of an Instagram account requires a contestant 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 users with protected or private 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. Use of Facebook will be subject to that service provider's privacy policy and terms of use. The Facebook privacy policy is available at: <https://www.facebook.com/about/privacy>. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram, Twitter, or Facebook. Each Entrant specifically agrees to release Instagram/Twitter/Facebook from any and all liability associated with this Sweepstakes. Entries will be deemed made by the authorized account holder of the account the Entry is submitted from at the time of entry. The "authorized account holder" is the person who is assigned to the Instagram/Twitter/Facebook account by the online service provider.

Once an entry is submitted in the Sweepstakes it may be made available on Sponsor's social media accounts or other websites for viewing by the general public and any such posting will be deemed made at the direction of the Entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act.

Entry Requirements: All Entries must comply with the following restrictions:

- Entry must contain the hashtag #KeVitaCultureSweeps;
- Entry must be an original work;
- Entry must be in English (except for commonly understood foreign words);
- Entry must comply with the respective social media platform terms;
- Entry cannot have been published previously by any party other than the Entrant;
- Entry must be suitable for publication (i.e., may not be obscene or indecent);
- Entry cannot prominently feature trademarks, logos or trade dress owned by any third party, or advertise or promote any brand or product of any kind, other than the Sponsor's;
- Entry cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images);
- Entry cannot include the name, likeness, photograph, or other indicia identifying any person, living or dead, without written permission from that person;
- Entry cannot be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group;

- Entry 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;
- Entry cannot describe or depict any illegal activity or violation of any state or federal law;
- Entries must not include any personally identifiable information (full name, e-mail address, telephone number, etc.);
- Entries 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:
 - gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
 - the use of prostitution, pornography, nudity, profanity or other adult content, or violence;
 - the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- Entry must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way.

If any Entry fails to comply with any of these Entry Requirements or any other provisions of these Official Rules, at the Sponsor's sole discretion, Sponsor reserves the right, but is not obligated, to disqualify the Entrant.

IMPORTANT: MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT ENTERS THIS SWEEPSTAKES ON HIS/HER MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THIS SWEEPSTAKES. ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PRICING PLANS. MOBILE ENTRY IS NOT REQUIRED TO ENTER OR WIN A PRIZE IN THIS SWEEPSTAKES.

LIMIT: **Entries will not be judged.** An Entrant cannot submit the same photograph more than once during the Sweepstakes Period. There is a limit of one (1) Entry per platform per day during the Sweepstakes Period. If an Entrant enters more than one (1) time per platform per day, only the first Entry will be included in the Sweepstakes. For purposes of this Sweepstakes, a day is defined as starting at 12:00 AM PT and ending at 11:59:59 PM PT, except on July 5, 2017 when a day will start at 8:00 AM PT and end at 11:59:59 PM PT.

4. RANDOM DRAWING: On or around the dates set forth in the chart in Section 1, the administrator will randomly select one (1) potential Grand Prize winner from all eligible entries received during the respective Entry Period for a total of three (3) potential Grand Prize winners. On or around September 6, 2017, administrator will randomly select forty (40) potential Second Prize winners from all eligible entries received during the entire Sweepstakes Period. Each winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules.

5. PRIZE, APPROXIMATE RETAIL VALUES ("ARV"), AND ODDS OF WINNING:

A. Grand Prizes (3 total; 1 per Entry Period): The grand prize is a KeVita Hometown Getaway ("Grand Prize"). The Grand Prize will be awarded as a \$1,000 travel gift card (specific gift card will be determined by Sponsor in its sole discretion), a \$500 dining gift

card (will be awarded as multiple gift cards with a total combined value of \$500), a \$500 StubHub gift card, and seven (7) KeVita coupons (valued at \$27.93). There will be three (3) Grand Prizes. The ARV of each Grand Prize is \$2,027.93.

B. Second Prizes (40): The second prize is a swag bag (“Second Prize”). Each Second Prize will include a water bottle, tote bag, three (3) KeVita coupons, a free week of Corepower Yoga (awarded as a gift card), a Manduka Mat, and a \$25 dining gift card (specific gift card will be determined by Sponsor in its sole discretion). There will be forty (40) Second Prizes. The ARV of each Second Prize is \$274

C. Total ARV: The total ARV of all prizes is \$17,043.79.

D. Odds of Winning: The odds of winning a prize depends on the total number of eligible entries received during the Sweepstakes Period.

E. General: The use of a gift card is subject to the terms and conditions set forth thereon which shall govern the use of the gift card. StubHub gift cards are subject to terms of use found here: <https://www.stubhub.com/gift-cards/>. Corepower Yoga gift cards are subject to terms of use found here <https://www.corepoweryoga.com/content/gift-cards>. Use of a gift card constitutes the user’s acceptance of the terms and conditions so the winners should read the terms and conditions on the gift card carefully. Winners must protect the gift card and treat the gift card as he/she would any other valuable document. The gift cards will not be redeemed or exchanged for cash, except where required by law. The gift cards will not be replaced or replenished if it lost, stolen, damaged, destroyed or used without the winner’s permission and will be voided if altered or defaced. All costs and expenses not specifically included herein are solely the winner’s responsibility.

In no event will more than the stated number of prizes be awarded during the Sweepstakes Period. If, for any reason, more prize notifications are sent (or more claims are received) than the prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the stated number of prizes through a random drawing from among all eligible prize claims received. No prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize, or component thereof, of equal or greater value in case of unavailability of a prize or a prize component.

6. HOW TO CLAIM A PRIZE: Potential winners are subject to verification of eligibility and compliance with these Official Rules. The potential winners will be notified on either Facebook by a direct message or on Twitter or Instagram by a Direct Message from @KeVitaDrinks (depending on his/her method of entry) with instructions on how to claim his/her prize. The potential winners must respond to the Facebook message or Twitter/Instagram Direct Message winner notification within twenty four (24) hours or they may, at the Sponsor’s sole discretion, be disqualified. Potential Grand Prize winners will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents within five (5) business days from the date of attempted notification or the prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor’s sole and absolute discretion. Failure to provide all required information and a signature on the documents within the stated time period may result in forfeiture of winner’s right to claim a prize, and may result in the prize being awarded to an alternate winner, if time permits. The Sweepstakes Entities shall not be held responsible for any delays in awarding a prize for any reason. If a potential winner is found to be ineligible, is not in compliance with these Official Rules, declines

to accept a prize, or the winner notification is returned as undeliverable or a potential winner fails to respond to a winner notification within the timeframe specified in such winner notification, or if the potential winner does not answer the initial notification, the prize may be forfeited. If a prize is forfeited for any reason, it may be awarded to an alternate potential winner, at the Sponsor's sole and absolute discretion, selected at random from the remaining pool of eligible entries received during the Sweepstakes Period, time permitting. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded. Prizes are not transferable and include only the items specifically listed as part of a prize. Any portion of a prize not accepted by winner will be forfeited. The winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for the prize won. Sponsor will issue an IRS Form 1099 for to each Grand Prize winner. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. The prizes will only be awarded to a verified winner.

- 7. LIMITATION OF LIABILITY:** By participating in this Sweepstakes, Entrants agree that the Sweepstakes Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents, Facebook Inc., Instagram, Inc., and Twitter, Inc., ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Sweepstakes; (vii) any injury or damage, whether personal or property, to Entrants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Sweepstakes Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Sweepstakes, each Entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (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 (iii) 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 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) 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 (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen,

misdirected, damaged or destroyed prize (or any element thereof); or (h) the negligence or willful misconduct by Entrant.

If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winner.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE PRIZES, IS 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.

- 8. DISPUTES: THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR SWEEPSTAKES ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE SWEEPSTAKES PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**
- 9. PRIVACY:** Sponsor's privacy policy is available at <http://kevista.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. GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any Entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Sweepstakes. Any attempted form of participation in this Sweepstakes other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. Each Entrant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. No Entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.
- 12. WINNERS LIST:** For a list of winners, interested individuals should mail a self-addressed stamped business envelope to: Winners List, - KeVita Culture Sweepstakes, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received no later than November 4, 2017.

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