

## Get Your Gut in Gear Sweepstakes Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited by law. Subject to all federal, state, and local laws. Sweepstakes begins at 12:00 p.m. Eastern Time (“**ET**”) on January 4, 2021 and ends at 11:59 p.m. ET on June 27, 2021 (the “**Sweepstakes Period**”) with separate weekly entry periods throughout the Sweepstakes Period, (each, a “**Weekly Entry Period**”), beginning each Monday and ending each Sunday. Sponsor’s computer is the official time keeping device for this Sweepstakes.

**1. Eligibility:** The Get Your Gut in Gear Sweepstakes (the “**Sweepstakes**”) is open to legal residents of the 50 United States and the District of Columbia, who, as of date of entry, are at least 18 years of age or older. Employees, officers, and directors of Danone US, LLC (“**Sponsor**”), Motive (“**Administrator**”), Hello Sunshine, and any of their respective parents, affiliates, subsidiaries, franchisees, mandataries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, web site providers, web masters, and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household (whether or not related) are not eligible to enter or win. Participation constitutes entrant’s (defined below) full and unconditional agreement to these Official Rules and to Sponsor’s and/or Administrator’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to verify the eligibility of winners.

**2. Sponsor:** The Sponsor is Danone US, LLC, 1 Maple Ave., White Plains, NY 10605.

**3. How to Enter:** There is NO PURCHASE NECESSARY to participate. A purchase does not increase your chances of winning.

During the Sweepstakes Period, consumers who want to enter the Sweepstakes (“**entrants**”) can visit <https://activiagutthehealthchallenge.com> (“**Website**”) and follow the on-screen instructions to complete and submit the online entry form (no P.O. Boxes will be accepted) to receive one (1) entry into that week’s Weekly Entry Period only (“**entry**”). By entering and accepting these Official Rules, you are agreeing to receive email communications from the Sponsor and Hello Sunshine. No information regarding entries, other than as otherwise set forth in these Official Rules, will be disclosed. Entries must be received by 11:59 p.m. ET on June 27, 2021 to be included in the final week’s Weekly Entry Period random drawing. There is a limit of one entry per person/email address per day. Entries will not be carried forward for any subsequent Entry Periods’ drawings. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void such entries and that entrant may be disqualified. Use of any automated or computer system to participate is prohibited and will result in disqualification. Normal

phone/data and usage charges imposed by your online/phone service may apply. Standard data rates may apply.

Incomplete, corrupted, or untimely entries are void and will be disqualified. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen or misdirected entries; lost, interrupted, or unavailable network, server, or other connections; or miscommunications, computer or software malfunctions, telephone transmission problems, technical failures, garbled transmissions, damage to a user's computer/device equipment (software or hardware), or other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise. Proof of submission will not be deemed to be proof of receipt by Sponsor. In the event of a dispute as to the identity of an entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant or participant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider, Internet service provider, or other organization (which may include an employer) responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder. Entries specifying an invalid, non-working, or inactive email address will be disqualified and ineligible to win. Entrant's social media profiles must be in keeping with Sponsor's image or he/she may be disqualified.

**4. Selection of Winners:** On or about the following Monday (or Tuesday for any Monday holidays) after each Weekly Entry Period ends (beginning January 11, 2021 through June 28, 2021), one (1) winner per Weekly Entry Period will be randomly selected from among all eligible entries received for each Weekly Entry Period (25 drawings total). Drawings will be conducted by Administrator, whose decisions are final and binding on all matters related to the Sweepstakes. The odds of winning a prize depend on the total number of entries received for each Weekly Entry Period.

**5. Winner Notification/Prize Award:** Potential winners will be notified by email and prizes will be automatically sent via mail to the mailing address provided at registration within 10-12 weeks after winner selection. If any prize notification or prize is returned undeliverable, or in the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner selected by a random drawing from among all remaining eligible entries received for that Weekly Entry Period. The prizes will be awarded provided a sufficient number of eligible entries are received for each Weekly Entry Period. Potential winners are subject to verification by Sponsor, whose decisions are final and **BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES**. An entrant is not a winner of the prize unless and until entrant's eligibility has been verified and entrant has been notified that verification is complete.

**6. Prizes and Approximate Retail Value ("ARV"):** (25 Weekly Prizes – one per Weekly Entry Period): A Sponsor selected prize pack. The ARV of each prize is \$586.00. All details of the prizes are in Sponsor's sole discretion and must be accepted as awarded. Prizes cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions at its sole discretion if any advertised prize becomes

unavailable. Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of prizes not specifically stated herein are the sole responsibility of the prize winners. The ARV of any prize listed is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules, and the date the prize is awarded or redeemed. If the actual purchase price of a prize is less than the ARV stated herein, the prize winner will NOT be entitled to a check, cash or other form of payment for the price difference. Limit one prize per person/household.

**7. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion and in the event of cancellation, the prizes will be awarded in random drawings from among all eligible entries received for each Weekly Entry Period prior to cancellation. Sponsor, and its agencies are not responsible for lost, late, incomplete, damaged, stolen or misdirected entries; lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications, telephone transmission problems; computer or software malfunctions or damage to a user's computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor or Administrator. Sponsor's or Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, and/or the legitimate operation of the Sweepstakes; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect entries and (a) modify the Sweepstakes or suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the prizes at random from among all eligible entries received for each Weekly Entry Period prior to cancellation up to the time of the impairment.

**8. Release and Limitations of Liability:** By participating in this Sweepstakes, entrants agree that Sponsor, and its parents, affiliates, subsidiaries, franchisees, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, web masters, and their respective officers, directors, employees, representatives and agents (the "**Released Parties**") are not responsible for: (1) any incorrect or

inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of the prizes. BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF ANY PRIZE, ENTRY, OR PARTICIPATION IN THIS SWEEPSTAKES OR IN ANY PROMOTION RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, PANDEMIC, WEATHER, OR TERRORISM.

BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE 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 ANY SUCH SITE.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE 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. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**9. Publicity:** EXCEPT WHERE PROHIBITED BY LAW, WINNERS GRANT TO SPONSOR AND ITS AGENTS (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR AND/OR ITS AGENTS), AND THOSE ACTING PURSUANT TO THEIR AUTHORITY, THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, WINNERS'

NAMES, PORTRAIT, PICTURE, VOICE, LIKENESS, ENTRY, AND BIOGRAPHICAL INFORMATION FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION. ENTRANTS AGREE THAT SPONSOR SHALL OWN THE ENTRIES, WHICH WILL NOT BE ACKNOWLEDGED OR RETURNED, AND THAT SPONSOR AND ITS DESIGNEES SHALL HAVE THE PERPETUAL, WORLDWIDE RIGHT TO EDIT, PUBLISH, AND USE THE ENTRIES IN ANY WAY AND IN ANY MEDIA FOR TRADE, ADVERTISING, PROMOTIONAL, AND/OR OTHER PURPOSES AS SPONSOR AND/OR ITS DESIGNEES MAY DETERMINE WITHOUT FURTHER CONSIDERATION TO ENTRANTS OR ANY THIRD PARTY.

**10. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by a federal or state court located in New York; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. 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 New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

**11. Privacy:** Information collected from entrants is subject to the Sponsor's Privacy Policy, which can be found at <https://www.danone.com/footer/privacy.html> and Hello Sunshine's Privacy Policy which can be found at <https://hello-sunshine.com/privacy-policy>. Entrants should be aware that Sponsor may be collecting and using non-public, personally-identifiable information about them in connection with the operation of the Sweepstakes.

**12. Official Rules/Winners:** For a copy of the Official Rules, visit <https://activiaguthhealthchallenge.com> through the Sweepstakes Period. For a list of winners, email [digital@thinkmotive.com](mailto:digital@thinkmotive.com) by July 31, 2021.