

BODYARMOR COMMIT TO FIT ATLANTA PROMOTION

OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

- PROMOTION DESCRIPTION: BODYARMOR Commit To Fit Atlanta Promotion** (the "**Promotion**") begins on 1/1/20 at 12:00:00 AM Eastern Time ("**ET**") and ends on 3/31/20 at 11:59:59 PM (ET) (the "**Promotion Period**"). The Promotion Period includes a qualifying purchase period which begins on 1/1/20 at 12:00:00 AM (ET) and ends at 2/29/20 at 11:59:59 PM (ET) ("**Qualifying Purchase Period**"), whereby entrants have the option to make a Qualifying Purchase for entry; and No Purchase Necessary entry, as more fully described below. Participation in the Promotion does not constitute participation in any other promotion, contest or sweepstakes. By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of BA Sports Nutrition, LLC, 17-20 Whitestone Expressway, Suite #401, Whitestone, NY 11357 ("**Sponsor**"), which shall be final and binding in all respects. The administration of the Promotion will be conducted by TPG Rewards, Inc., 29 Broadway, 14th Floor, New York, NY 10006 ("**Administrator**").
- ELIGIBILITY:** Open only to legal residents of the state of Georgia who are eighteen (18) years of age or older at the time of entry. Employees, officers and directors of BA Sports Nutrition, LLC, Publix Super Markets, Inc., TPG Rewards, Inc. and each of their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors and employees (collectively, the "**Promotion Entities**") and the immediate family members, and/or those living in the same household of each, are ineligible to enter the Promotion or win a prize. Promotion is void outside of Georgia and where otherwise prohibited by law.
- HOW IT WORKS:**

There are two (2) ways to enter the Promotion:

With Purchase: During the Qualifying Purchase Period,

- **BUY** \$10 or more (pre-tax) of **BODYARMOR**[®] products (any size/any flavor) ("**Participating Product**") in a single transaction between 12:00:00 AM (ET) on 1/1/20 – 11:59:59 PM (ET) on 2/29/20 only at Publix stores in the state of Georgia ("**Qualifying Purchase**"). Note: Product returns/exchanges and rainchecks for Participating Products from before the commencement of the Promotion Period **CANNOT** be used for this Promotion;

- **SNAP** a picture of your entire receipt showing Qualifying Purchase and **UPLOAD** it at www.BAfitnessATL.com (“**Website**”) by 11:59:59 PM (ET) on 3/31/20. AFTER SUCH DATE/TIME, RECEIPT SUBMISSIONS WILL NOT BE ACCEPTED, EVEN IF PURCHASE WAS MADE DURING OFFER PERIOD AND IS OTHERWISE IN COMPLIANCE WITH THESE OFFICIAL RULES. **Data rates may apply (for submissions made via mobile device). Check with your wireless service provider for any applicable rates and fees.** Only Qualifying Purchase of a Participating Product is valid for this offer. Photo must include the entire receipt from top to bottom, including all four (4) corners. Be sure that the required information is captured in the receipt, which includes retailer name, date of purchase, time of purchase, receipt total and purchase of \$10 or more in Participating Product(s) (“**Required Information**”). All Required Information must be legible in your image(s). For longer receipts, you may submit a picture of the receipt folded ensuring that it shows the Required Information. Blurry and/or unreadable receipt images will be rejected. Star the Participating Product(s) on your receipt for quicker verification. ALL SUBMISSIONS ARE SUBJECT TO VALIDATION BY TPG REWARDS INC. AS THE ADMINISTRATOR ON BEHALF OF BA SPORTS NUTRITION, LLC AS THE SPONSOR; IF SUBMISSION IS NOT VALIDATED, YOU WILL NOT RECEIVE AN ENTRY. For help, visit www.BAfitnessATL.com.
- **GET** one (1) entry into the Promotion for each Qualifying Purchase received once your receipt is validated.

Without Purchase: During the Promotion Period, you may also enter for free by sending a 3” x 5” piece of paper containing your full name, age, address, city, state, zip code, daytime phone number, and email address (if available) in an envelope with sufficient postage affixed to: TPG Rewards, Inc., **ICO: BODYARMOR Commit To Fit Atlanta Promotion**, 29 Broadway, Ste. 1400, New York, NY 10006 (shipping and handling fees apply). Mail-in entry must be postmarked by 2/29/20 and received by 3/7/20. Sponsor is not responsible for lost, late, misdirected, illegible, incomplete, damaged, stolen, postage due or mutilated mail.

Except as contemplated in these Official Rules, personal information collected in connection with this Promotion will be used in accordance with Sponsor’s Privacy Policy as noted below in these Official Rules. **Limit one (1) entry per person, per day regardless of method of entry and maximum of sixty (60) total entries per person for the entire Promotion.** For purposes of these Official Rules, a “day” is defined as any calendar day as determined by the postmark or electronic entry time stamp based on ET (as applicable). Entrants that mail-in an entry are permitted two (2) entries postmarked on a Monday during the Promotion Period; one (1) entry will be submitted for the

Monday associated with the postmark and one (1) entry will be submitted for the Sunday prior to the Monday associated with the postmark.

4. **RANDOM DRAWING:** Potential winners will be selected in a random drawing on or about 4/1/20 from among all eligible entries received from all methods combined by Sponsor or its designee.
5. **WINNER NOTIFICATION:** Potential prize winners will be notified by email and/or phone, using contact information provided or collected at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within five (5) days of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. Sponsor, in its sole discretion, will attempt to contact up to two (2) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such prize will be forfeited and an alternate prize winner may be selected.
6. **PRIZES/APPROXIMATE RETAIL VALUES (ARV)/ODDS:**

UNCLAIMED/UNREDEEMED PRIZES WILL NOT BE AWARDED

Five (5) Grand Prizes are available. The Grand Prize consists of a \$50 Class Pass Gift Card.

Ten (10) First Prizes are available. Each First Prize consists of one (1) BODYARMOR Swag Pack (ARV \$25 each winner).

Odds of winning depend on the total number of eligible entries received from all methods combined. Prize will be delivered to each winner, at the cost of Sponsor, via mail to the address provided by winner at the time of prize claim. Please allow up to eight (8) weeks from winner notification to receive your prize. Limit one (1) prize per person. Gift cards are subject to separate terms and conditions imposed by issuer.

7. **GENERAL:** If prize notification or prize is returned as non-deliverable, prize may be forfeited and an alternate winner may be selected in accordance with these Official Rules. No correspondence will be acknowledged. No cash equivalents, substitutions or transfer/assignment of prize permitted. Any and all federal, state, and/or local taxes incurred in connection with the Promotion, shall be the sole responsibility of each winner. By entering the Promotion,

entrants agree to release and hold harmless, Promotion Entities, their respective related companies, parents, subsidiaries, limited liability companies, affiliates, directors, officers, employees, assigns, consultants, representatives, agents and their respective agents and agencies ("Released Parties") from and against any claim or cause of action arising out of participation or attempt to participate in the Promotion or receipt or use of any prize. Entrants and winners (i.e. entrants that are awarded and accept a prize) release and agree to indemnify and hold the Released Parties harmless against any and all claims and liability out of acceptance, possession, use or misuses of prize, or participation in this Promotion. Released Parties will have no liability whatsoever for any injuries, losses or damages of any kind resulting from acceptance, possession, use and/or misuse of any prize or participation in the Promotion or any prize-related activities. Acceptance of a prize shall be construed as and signify the winner's agreement and consent that Sponsor and the Publix Super Markets, Inc. may use the winner's name, voice, likeness and/or prize information, without limitation, for promotional purposes without further consideration, review, approval or payment, unless prohibited by law. By participating in this Promotion, entrants agree to be bound by the Official Rules and the decisions of the Sponsor, which are final and binding in all respects. Sponsor is not responsible for any typographical or other error in the printing of the offer or in administration of the Promotion. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

ALL POTENTIAL WINNERS AND ENTRANTS ARE SUBJECT TO VERIFICATION BY SPONSOR. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

8. **LIMITATIONS AND RELEASES:** Any attempted form of entry into the Promotion, other than the entry methods stated, is prohibited. The Released Parties are not responsible for lost, late, mutilated or illegible entries nor for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware, software, electronic, network, telephone or other communications malfunctions, errors or failures of any kind, errors in transmission, lost or unavailable network connections, telephone connections, wireless phone connections, website, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture or entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed transmissions which may limit or restrict a participant's ability to enter the Promotion, including any injury or damage to participant's or any other person's phone, or other matter relating to or resulting from participating in this Promotion or downloading any materials in the Promotion.

If for any reason the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Promotion; and/or to award the prizes from among all eligible non-suspect entries received from all methods combined up to the action taken by the Sponsor provided a sufficient number of eligible entries have been received. Caution: Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Promotion is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent of the law.

9. **GOVERNING LAW/JURISDICTION:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE PROMOTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.
10. **PRIVACY:** For information about how the Sponsor uses your personal information, please see its privacy policy, located at BAfitnessATL.com/privacypolicy.pdf.
11. **WINNERS' LIST:** Any legally required winner's list may be obtained by sending a self-addressed, stamped envelope to: **BODYARMOR Commit To Fit Atlanta Promotion**, Attn: Winners List, 29 Broadway, 14th Floor, New York, NY 10006. All such requests must be received within six (6) weeks after the end of the Promotion Period.

BUY SNAP GET is a registered trademark of TPG Rewards, Inc.