

**Orgain Clean and Smoothie Start
SWEEPSTAKES OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Internet access is required to enter.

DISPUTE RESOLUTION NOTICE: BY ENTERING, YOU AGREE THAT DISPUTES BETWEEN YOU AND ANY PROMOTION ENTITY WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. See Disputes/Arbitration provision.

All Entries and participation in this Promotion shall be governed by these Official Rules available at www.cleanandsmoothiestart.com.

ELIGIBILITY: The Orgain Clean and Smoothie Start Sweepstakes (“**Promotion**”) is offered in the contiguous forty-eight (48) United States (including D.C., excluding AK and HI) to individuals who are 18 or older at time of entry (eligible “**Entrant(s)**”). Employees, officers and directors of Orgain, Inc., (“**Sponsor**”), BlendJet, Spartan Fitness (“**Promotion Partners**”), and their respective subsidiary and affiliated companies, advertising and promotion agencies and any other individuals/entities involved in the implementation and/or execution of the Promotion (collectively “**Promotion Entities**”) and the immediate family members (spouses and parents, partners, children and siblings and their spouses, including foster and step-relations regardless of where they live) or members of the same households (whether related or not) of such individuals are not eligible to enter or win. Void in AK, HI and where prohibited or restricted.

AGREEMENT BY ENTRANT: *By entering, each entrant fully and unconditionally agrees to and accepts these Official Rules, the Offer Terms and Conditions (both provided on the Website), the information provided by Promotion Entities in connection with the Promotion, the Sponsor’s Privacy Policy, and the decisions of the Sponsor which are final and binding with respect to all matters pertaining to this Promotion. Without limitation, Sponsor reserves the absolute right to modify these Official Rules, in whole or in part, at any time by posting revised Rules via the Website and/or Social Media Platform used to facilitate the Promotion (as described below).*

PROMOTION PERIOD: Begins on or about 12:00 am CT on January 11, 2021 and ends 11:59 pm CT on March 12, 2021 (“**Promotion Period**”). The applicable time zone is Central Time. ENTRANTS ARE SOLELY RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTIONS; SPONSOR DISCLAIMS ALL LIABILITY AND RESPONSIBILITY RELATING THERETO. The Promotion may be shortened or extended by Sponsor in its sole and absolute discretion (by posting notice on the Sponsor’s Promotional Website and/or Instagram page), or may be cancelled, modified or terminated based on the exigencies of the circumstances.

ENTRY DETAILS: During the Promotion Period, eligible individuals who visit www.cleanandsmoothiestart.com (the “**Website**”) and follow all instructions to sign up for the

30 Day Resolution Plan will receive a free Orgain product sample and coupon and will be automatically entered into this Promotion (Website “**Entry**”). Plan is entirely free and is comprised of recipes, health tips and information; you may opt out of the Plan at any time without affect to your Entry. **Limit one (1) Entry per person.**

BONUS ENTRY: Bonus Entry is available only to entrants who have already registered at the Site. In your Instagram (“**Social Media Platform**”) account, your privacy settings must be set to public and cannot be set to “off” or “private”. Entrant must (i) complete and submit all the required information, (ii) follow all steps below, (iii) use the *same* Instagram account and handle/username in connection with their Entry, and (iv) comply with all applicable Social Media Platform guidelines and rules. Failure to strictly comply with these specific requirements will result in immediate disqualification and such Entry will not be considered.

To receive Bonus Entry, during the Promotion Period, via your Instagram account post one (1) original photograph taken of your favorite smoothie, provide a short comment providing context for your smoothie photo and use *@drinkOrgain and #CleanSmoothieStartEntry* with your submission (“**Bonus Entry**”). *No product or other purchase necessary for Entry or Bonus Entry. Limit one (1) Bonus Entry per person.* Failure to follow *all* steps will void Entry or Bonus Entry as applicable.

CONDITIONS OF ENTRY: All information provided must be accurate and complete to receive an entry. Entries must be complete, compliant, submitted only via the methods communicated, and received by Sponsor within the Promotion Period. Once submitted, Entries cannot be modified, deleted or cancelled. Entries become the property of Sponsor and will not be returned. **Any Entry that appears to depict a minor (under 18 years of age), appears to be noncompliant or inappropriate will not be eligible and will be disqualified.** Promotion may be advertised via more than one Social Media Platform; however, Bonus Entries will only be accepted on the Social Media Platform specified herein. Entries may only be submitted by a single registered account user; group or commercial submissions are not permissible. Multiple Entrants are not permitted to share the same device, Social Media account, IP or email address. By entering, you agree to be contacted by Sponsor and Promotion Partner (and their authorized representatives) with communications and reminders relating to the Promotion. Promotion Entities have the right to verify Entries and/or Entrants’ eligibility and compliance with these Official Rules, and on the basis of the investigation, to disqualify any Entry/Entrant at any time during or after the Promotion Period. Without limitation, Promotion Entities reserve the unfettered right NOT to award any prize, in whole or in part, if doing so may result in public disrepute, scandal, or may have a detrimental impact on Sponsor, Promotion Partner, this Promotion, or any of Sponsor’s and/or Promotion Partner’s brands, products or services (as determined by Promotion Entities in their absolute discretion). Without limiting the foregoing, Promotion Entities shall have the right at any time, where necessary, to undertake all action including, but not limited to, voiding/cancelling the Promotion, subject a winner to disqualification, prize forfeiture and/or immediate prize return (from a previously confirmed winner, if applicable) and/or require further information as is reasonable to protect any one of the Promotion Entities against fraudulent or invalid claims, potential public scandal, ridicule, or

disrepute in awarding the prize to any Entry, Entrant or winner. Incomplete, invalid, illegal, unsuitable, or otherwise non-compliant Entries (as determined in Promotion Entities absolute discretion) will not be eligible. If, upon review, Sponsor (and its authorized representative) is unable to determine that an Entrant/Entry is compliant, or reasonably suspects that he/she/it is not compliant in whole or in part, the Entry as a whole (and Entrant) will be disqualified. Proof that you uploaded a Bonus Entry does not constitute proof or evidence that it was received within the Promotion Period or eligible for the Promotion. Entries submitted via any other Entry method, platform, portal, app than stated will not be accepted.

Entrants may not enter through an on-line sweepstakes/Promotion club (paid or unpaid, or similar method), bots, robotic, repetitive, automatic, programmed or similar Entry methods or agents, with multiple or false identities, accounts, devices, e-mail and/or street addresses, nor shall Entrants use any other device or artifice to enter or participate. Any Entrant who is suspected of cheating, using fraudulent means, unauthorized Entry methods, attempting to participate multiple times with multiple e-mail, accounts, and/or addresses under multiple or false identities, or engaging in or benefitting, directly or indirectly, from such artifice or artifice of any other kind, as determined in Sponsor's sole and absolute discretion, will void all such Entries, and disqualify any Entrant suspected of using/benefitting from such methods. In the event of a dispute as to the identity of an online Entrant, the authorized account holder of the email address and/or handle used in connection with the Entry will be deemed to be the Entrant. Potential winners may be required to show proof of being the authorized account holder, or otherwise eligible. The "authorized account holder" is the natural person assigned to an email address by an Internet service provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address.

Sponsor and other Promotion Entities assume no responsibility for: lost, late, delayed, incomplete, inaccurate, stolen, misdirected (including into spam/junk folders), ineligible or illegible Entries or other Promotion related communications (in whole or in part); Website or Social Media Platform, computer/server, telephone, network, electronic, digital, wireless or Internet, hardware or software malfunctions, failures, connection problems, or unavailability; garbled, corrupt, or jumbled transmissions; browser incompatibility; service provider, Internet, Website, user, net inaccessibility or unavailability; congestion; technical errors; unauthorized human intervention; human errors; or the delayed, incorrect or inaccurate capture of Entry or other information, or failure to capture any such information. Entrants and the Entry and all elements thereof must comply with the requirements and all other terms in these Official Rules or will be disqualified.

SUBMISSION GUIDELINES: In order for your Bonus Entry to be eligible, it **MUST NOT** do any of the following:

- i. Promote alcohol, illegal drugs, tobacco, firearms/weapons, gambling (or the use of any of the foregoing) or any illegal activity;
- ii. Promote content, or use of equipment or activities that is/are illegal, dangerous, harmful, or unsafe, or contain, depict, condone, encourage or promote content that is

(or is construed by Sponsor as being) obscene, reprehensible, repugnant, offensive, sexually inappropriate, overtly political or religious, discriminatory, defamatory (to persons, products or companies), racist, misogynistic, highly sensitive, violent, explicit, cruel, hateful, potentially harmful or destructive to the environment, habitat or animals, or otherwise unsuitable, as determined solely by Sponsor (in its sole and absolute discretion);

- iii. With the exception of those appearing incidentally (i.e. in the background), must not contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind including, but not limited to Sponsor's and/or Promotion Partner's competitors, equipment, clothing or food/drinks with visible brand names or logos without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- iv. Contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, mobile, music, or other media) without permission;
- v. Contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission;
- vi. Contain materials or other indicia identifying any minor under 18 years of age, or depict any individual(s) unless Entrant has obtained express consent from such individual(s) to the submission;
- vii. Communicate messages or images inconsistent with the positive images and/or goodwill to which the Promotion Entities wish to associate; and
- viii. Depict or itself be in violation of any law, or any rights of any other third party, or in contravention of these Rules, and/or the Social Media Platform Terms of Use or Community Guidelines.

REPRESENTATIONS ABOUT YOUR ENTRY: By submitting an Entry, Entrants represent, warrant and covenant (and agree to release and indemnify Promotion Entities from same) that: their Bonus Entry submitted and all content therein: (i) is the original creation of the Entrant for this Promotion and has not been copied in whole or in part from any other work, has not been submitted for any other Promotion or similar promotion, and is the sole and exclusive property of the Entrant (or Entrant has all ownership or licensed rights thereto and all content appearing therein); (ii) does not contain, depict, condone, encourage or promote the use of any content or activities prohibited by these Rules; (iii) does not violate or infringe any employer policies, or any laws including but not limited to copyright or trademark laws, or other proprietary, publicity, privacy or any other rights of any person, entity, or venue; (iv) does not refer to or contain in any respect information about an individual under the age of 18 or any individual who has not provided express consent for its submission; and (v) owners of any depicted venues (such as property owners if other than Entrant, etc.) or any individuals appearing, mentioned, featured in, or who have worked on the Entry, in whole or in part, in any manner have given Entrant their express written consent to submission to this Promotion and the use contemplated. If requested by Promotion Entities, Entrant shall provide evidence of the above in writing. Nothing herein shall be deemed an obligation of confidentiality.

YOUR USE OF SOCIAL MEDIA: While you may tag, forward or share with family, friends and direct known contacts, please do not engage in phishing or spamming. Apparent or suspected phishing or spamming, sending of junk communications or the use of any unauthorized method or automated system to participate, or to acquire (unauthentic) Entries, Likes or Follows, etc. is prohibited, as is posting content to irrelevant or inappropriate sites to obtain entry, and, if discovered at any time will void the applicable Entry and Entrant suspected of using/benefitting from such methods in Sponsor's sole and absolute discretion. If you don't have an Instagram account, you can become a member without charge by simply following the Social Media Platform instructions and accepting the terms and conditions of use. Entrants' use of the respective Social Media Platform used to facilitate entry must comply with and be in accordance with its respective Terms of Use, Terms of Service, Guidelines and Policies. *This Promotion is in no way sponsored, endorsed or administered by Instagram, or any other Social Media Platform used to facilitate or advertise this Promotion.*

By entering, Entrants understand and agree that submitted eligible Bonus Entries may be subject to public viewing, streaming (i.e. "digital transmission"), downloading (i.e. "digital distribution"), and public comments, including but not limited to being forwarded, re-grammed, re-tweeted, and otherwise re-posted, for commercial and non-commercial purposes, throughout Promotion Entities' and (unrelated) third parties' digital and off-line social media, marketing and advertising properties. A delay may occur between uploading a Bonus Entry and availability into the public gallery, if any. If an Entry in whole or in part, for any reason whatsoever, garners comments that are unpleasant, distasteful, nasty or otherwise inappropriate for the Sponsor or Promotion Partner community, or if Sponsor or Promotion Partner considers for any reason an Entry, or any element thereof, not to be in the spirit of the Promotion, or will have a detrimental impact on Sponsor, Promotion Partner, this Promotion, any of Sponsor's and/or Promotion Partner's brands, products or services, or the Entry does not appear compliant with the respective Social Media Platform guidelines, then Promotion Entities reserve the right to disqualify such Entry/Entrant and remove any/all such Entry/Entries immediately from the Sponsor's page and/or gallery (if applicable) and this Promotion.

YOUR USE OF A MOBILE DEVICE: If an Entrant is participating in the Promotion via a mobile device, **message and data rates may apply.** Entrant should consult his/her wireless service provider regarding its pricing plans. Participation may not be available on all mobile devices, as not all mobile devices or cellular telephone providers have the capabilities or carry the service necessary to participate in the stated methods of Entry. Consent is not a condition of purchase.

LICENSE: At the time an Entry is submitted, and whether or not selected as a winner, Entrants and winners each grant to Sponsor and Promotion Partner a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use the Entry, in whole and in part, and all the intellectual and property rights therein including the right to make derivative works, through-out the world, and further agree to execute all documents and perform all acts deemed necessary to protect Sponsor's and Promotion Partner's license in the intellectual property. Entrants and winners understand and agree by granting this license their Entry may be modified, edited, distorted, used in whole or in part, alone or in combination with

other works, used in illusory or composite form, or in any other manner, as solely determined by Sponsor and/or Promotion Partner in any media and medium whatsoever now known or hereinafter developed (including without limitation print, broadcast, radio, internet, and posted throughout Sponsor's, Promotion Partner's and (unrelated) third parties' digital, on-line, and off-line social media, marketing and advertising properties, printed materials, outdoor boards, signage and/or any other media/medium through-out the world) without further compensation or review. Entrants will not now nor in the future be paid for their Entry or for granting any of these rights.

RANDOM DRAWING/ODDS/PRIZE NOTIFICATION: Every 100th eligible individual (based on time of submission of a Sample offer request via the Website (Entry), as determined by Sponsor in its sole discretion) will be eligible to receive a First Prize (up to 300 available First Prizes) and, it is anticipated but not guaranteed that prize will be shipped with Sample. All First Prizes will be awarded subject to receiving sufficient eligible on-line Entries. At the end of the Promotion Period one (1) separate random drawings will be conducted on or within approx. two weeks. One (1) potential Grand Prize winner will be randomly selected after the end of the Promotion Period by Sponsor's authorized representative from all eligible Entries (received on the Website) and all eligible Bonus Entries (received via Instagram). Odds of winning a First Prize depend on time of entry and participation of eligible Sample requests. Odds of winning a Grand Prize depend on the number of eligible Entries and Bonus Entries received during the entire Promotion Period. **Potential winners will be notified via email address, telephone and/or DM via Social Media (in Sponsor's discretion) approximately fifteen (15) working days from the drawing.** Potential winners must respond within the time and in the manner specified in the notification, or they will forfeit the prize and an alternate potential winner may be randomly selected in Sponsor's sole discretion. First Prizes will be shipped within the contiguous U.S. only. If a potential winner is unable for any reason to accept prize, refuses the prize, fails to provide or satisfy required documentation or follow instructions within the time specified by Sponsor, or is otherwise non-compliant, or found to be ineligible, they will forfeit the prize and an alternate potential winner may be randomly selected in Sponsor's sole discretion. One additional attempt to notify an alternate potential winner will be made; thereafter, the prize will be forfeited. Promotion Entities shall have no liability for any prize or prize notification that is returned, intercepted, not received, not delivered, misdirected (i.e. into spam/junk folders), not timely acted upon, or otherwise not responded to by a potential winner for any reason whatsoever, and prize will be forfeited. Returned prizes will not be re-awarded. There will not be a second chance drawing.

PRIZE CLAIM REQUIREMENTS: Potential Grand Prize winner may be required to sign, have witnessed and return a Declaration of Eligibility, Liability and Publicity Release within the time specified by Sponsor, or else prize will be forfeited. Sponsor reserves the absolute right to require additional documentation with respect to prize award as necessary in its sole discretion. Prize notification does not confer winner status; prize award is subject to verification of eligibility and compliance with the above requirements, and all other terms in these Rules. Promotion Entities are not responsible for any undelivered calls, messages, e-mails, or any other communications, including but not limited to those that are not received because of any

privacy, junk or spam filter settings that may divert any notification or other Promotion related e-mail to a spam or junk folder.

PRIZES/APPROXIMATE RETAIL VALUE (“ARV”): Prize awards are subject to verification of eligibility and compliance with these Official Rules.

Grand Prize (1): one (1) AssaultBike® Pro. (ARV: \$899); \$1,500 (awarded as e-card or credit) at @Shop.Spartan.com for winner to build a home gym; one (1) year supply of Orgain (ARV: \$500, awarded as a gift card); and two (2) Blendjet 2 Blenders (ARV: \$49.99 each, \$99.98). Total ARV of Grand Prize: \$2,998.98.

First Prizes (up to a maximum of 300): one (1) BlendJet 2 portable blender (ARV: \$49.99 each). Total ARV of First Prizes: up to \$14,997.

Total ARV of all Prizes: \$17,995.98. Limit one (1) First prize per person. Limit one (1) Grand Prize per person. It is anticipated but not guaranteed that prizes will be shipped (within contiguous U.S. only) to winner’s home on or within approx. forty-five (45) days from verification of winner unless otherwise stated. Prize(s) will be awarded/fulfilled to an individual and not to a company or employer. Prizes are non-assignable, non-transferable and no prize substitution or exchange in whole or in part will be allowed, except by Promotion Entities who reserve the right to substitute a prize or any part thereof with a prize or part thereof of equal or greater value. Prizes are not redeemable for cash; any difference between the actual value and ARV of the prize will not be awarded as cash, or otherwise. E-card, gift card, coupon used as prizes, if any, are for promotional purposes only, and will not be returned or refunded in whole or in part, and will not be replaced by Sponsor if lost, stolen, misplaced, damaged, destroyed or illegible. Winners are solely responsible for use/misuse of prize and all costs and expenses not expressly set forth as being included herein. Prize(s) will be awarded provided sufficient eligible Entries are received. Prize must be accepted in its entirety or will be forfeited. Only the description and number of prize(s) stated in these Official Rules is available to be won in the Promotion. In no event will Promotion Entities be responsible to award more than the stated number of prizes herein. If because of technical, typographical, mechanical or other errors or for any other reason, there are more claims for a prize than prizes offered as stated in these Official Rules, a random drawing will be held among all eligible non-suspect claimants in such category to award such prize. Winners agree that prize is personal to them, and may not be assigned, exchanged, transferred, donated or otherwise conveyed.

PRIZES AND ANY AND ALL ELEMENTS THEREOF ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES.

TAXES: All applicable local, state, and federal taxes, and reporting obligations (if any) and all expenses not specifically stated herein are solely the responsibility of a U.S. prize winner.

PUBLICITY RIGHTS: By participating in the Promotion and/or accepting a Prize, Entrants and confirmed winner(s) as applicable grant (and agree to confirm that grant in writing) a perpetual, worldwide, royalty-free, and non-exclusive license to use, mention, commercially exploit, produce, reproduce, distribute, transmit, publish, publicly perform, publicly display, broadcast, exhibit and create a derivative work from (“use”) any Entry (and/or Bonus Entry) in whole or in part that Entrant submits to this Promotion (and all content therein) in whole and in part, and the right to use their name, biographical information, likeness, image, voice, and statements (any of which may be in altered, combined, composite or condensed format) in any and all media now known or hereinafter developed (including but not limited to the Promotion Entities’ and (unrelated) third parties’ websites, digital and off-line social media, marketing and advertising properties) in support of the marketing, business, commercial and any other purposes of the Sponsor without notice, review or approval and without additional compensation except where prohibited by law.

PRIVACY: Please refer to Sponsor’s Privacy Policy at <https://orgain.com/pages/privacy-policy> and the Promotion Partners’ Privacy Policies at <https://blendjet.com/privacy-policy> and <https://race.spartan.com/en/about/our-story/privacy-overview?article=30672> for information about how your information is collected, used and disclosed by the respective party. By entering this Promotion, each Entrant expressly consents to the Sponsor, Promotion Partner and their affiliates, Promotion Entities and their authorized representatives collecting, storing, sharing and using the personal information submitted with Entry for the purpose of administering the Promotion, prize award and fulfillment, and in accordance with these Official Rules and the aforementioned Privacy Policy.

GENERAL TERMS: If, for any reason, the Promotion, or any element thereof is not capable of running as planned or by reason of causes which Sponsor deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion or any part thereof, Promotion Entities reserve the right in their discretion to cancel, terminate, modify or suspend the Promotion, or any element thereof and select the winner(s) (for the applicable prize) from eligible Entries received prior to the action or as otherwise may be deemed fair in their absolute discretion. Persons suspected of tampering with or abusing any aspect of this Promotion or any website or Platform, as solely determined by the Sponsor, will be disqualified. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, PROMOTION ENTITIES RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. Promotion Entities are not responsible for injury or damage to Entrants’ or to any other person's computer or mobile device related to or resulting from participating in the Promotion or downloading materials from or use of any Website or Social Media Platform.

FORCE MAJEURE: Promotion Entities shall not be liable to any winner(s) or any other person or entity for failure to execute the Promotion or any part thereof, or supply a prize in whole or in

part, by reason of any act of God, any action(s), regulation(s) order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, 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, cancellation or interruption, epidemic or pandemic, or any similar or dissimilar event beyond their reasonable control.

INDEMNIFICATION AND RELEASE: TO THE MAXIMUM EXTENT PERMITTED BY LAW, ENTRANTS AND WINNER(S) AGREE TO WAIVE, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS (“RELEASE”) SPONSOR, PROMOTION PARTNER, AND ALL OTHER PROMOTION ENTITIES, THEIR PARENTS, AFFILIATES, SUBSIDIARIES AND DIVISIONS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, AND THE APPLICABLE SOCIAL MEDIA PLATFORM (“RELEASED PARTIES”) FROM AND AGAINST ANY AND ALL THREATENED OR ACTUAL ACTIONS, LIABILITIES, CLAIMS, DEMANDS, LOSSES, LAWSUITS, JUDGMENTS, SETTLEMENTS, FINES, DAMAGES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) WHETHER OR NOT LITIGATION IS COMMENCED (“DISPUTES”) ARISING AT ANY TIME FROM THE PROMOTION AND ANY ELEMENT THEREOF; THE ENTRY (IN WHOLE OR IN PART); PARTICIPATION IN ANY PROMOTION AND/OR PRIZE-RELATED ACTIVITY, OR INABILITY TO RECEIVE OR PARTICIPATE IN THE PROMOTION, OR ANY PART THEREOF; THE DELIVERY, ACCEPTANCE, USE, MIS-USE OF A PRIZE OR ANY ELEMENT THEREOF, OR ANY FAILURE WITH RESPECT THERETO BY ANY PERSON OR ENTITY; PERSONAL INJURIES INCLUDING DEATH OR DISABILITY, DAMAGE TO OR DESTRUCTION OF PROPERTY, VIOLATION OF ANY RIGHTS OF PUBLICITY OR PRIVACY, DEFAMATION OR PORTRAYAL IN A FALSE LIGHT (WHETHER INTENTIONAL OR UNINTENTIONAL) WHETHER UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHER THEORY ARISING FROM OR RELATING DIRECTLY OR INDIRECTLY TO THE PROMOTION OR A PRIZE AND ANY ELEMENT THEREOF; ANY ACT, DEFAULT, OMISSION, NON-COMPLIANCE, AND/OR A VIOLATION OR BREACH OF ANY LAW OR AGREEMENT, REPRESENTATION, WARRANTY OR COVENANT MADE HEREIN, OR ANY OTHER AGREEMENTS BY/WITH ENTRANT, THE SPONSOR AND/OR ANY OTHER PROMOTION ENTITY OR RELEASED PARTY, OR ANY OTHER THIRD-PERSON OR ENTITY WHO MAY NOT BE A PARTY TO THESE RULES. To the maximum extent permitted by law, Entrants and winners covenant not to sue any Released Party or cause them to be sued regarding any matter released above; and further covenant not to disaffirm, limit or rescind this release. A waiver by one or more of the Promotion Entities of any term in these Official Rules does not constitute a waiver of any other provision. Any invalid, illegal or unenforceable provision shall be deemed severed from these Official Rules only to the extent of its invalidity, illegality or unenforceability, and these Official Rules shall be construed and enforced as if they did not contain the stricken provision.

In no event will a Promotion Entity be responsible or liable for any damages or losses of any kind, including INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES arising out of participation (or inability to participate) in the Promotion or any Promotion or prize-related activities, or any element thereof.

DISPUTES/ARBITRATION: THIS PROMOTION AND ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF ENTRANT OR SPONSOR IN CONNECTION WITH THE PROMOTION SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES AND

THE STATE OF CALIFORNIA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Promotion and/or receiving a prize, to the fullest extent permitted by law, Entrants, and winners agree that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Promotion shall be resolved individually, without resort to any form of class action or a jury trial, exclusively before a neutral, binding **one person arbitration** panel located in Irvine, CA having jurisdiction. Under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim punitive, incidental, consequential, and any other damages (other than for actual out-of-pocket expenses) and any and all rights to have damages multiplied or otherwise increased.

For prize winner(s) over \$25, mail a Winner List Request & SASE to Orgain Clean and Smoothie Start Winners List Request, 3020 Carbon Pl # 300, Boulder, CO 80301, for receipt on or within ten working days from the end date of the Promotion Period. Limit one (1) request per person/household address.

SPONSOR: Orgain, Inc. 6631 Millikan Ave, Irvine, CA 92606.