

GIVEAWAY OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS GIVEAWAY. A PURCHASE OR PAYMENT WILL NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility: The **#[MissionH2O Giveaway]** (the “Giveaway”) is open only to legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older (nineteen (19) years of age or older in Alabama and Nebraska) as of the date of entry. Employees, directors, or officers of the Partnership for a Healthier America (“**PHA**”) or any of its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, and their immediate family members and/or those persons living in the same household as such individuals are not eligible to participate in the Giveaway. The Giveaway is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By submitting an entry, you fully and unconditionally agree to abide by and be bound by the terms and conditions of these Official Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of **PHA** as final and binding on all matters pertaining to the Giveaway, including without limitation decisions regarding eligibility, selection of winners, and the interpretation of these Official Rules.

3. Giveaway Period: Entries will be accepted online and by mail starting on or about **[12:00am on January, 25, 2016 and ending 11:59pm February 26, 2016]**. All entries must be received by **[11:59 February 26, 2016]**. **PHA’s** clock is the official clock and sole determinant for the purposes of a valid submission in the Giveaway.

4. How to Enter: You may enter the Giveaway by posting using #MissionH2O on Facebook, Instagram, or Twitter described on **[youarewhatyoudrink.org/MissionH2O]** or by submitting by mail your name, phone number, and email address to the Partnership for a Healthier America, 2001 Pennsylvania Avenue NW, Suite 900, Washington, DC 20006. [By submitting an entry, you are providing information to PHA and not to Facebook, Instagram, or Twitter.] Incomplete entries may be disqualified. All entries submitted become the property of **PHA** and will not be returned. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of **PHA**. You are limited to one (1) entry. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent these Official Rules. If you use fraudulent methods or otherwise attempt to circumvent these Official Rules your entry may be disqualified at the sole discretion of **PHA**. Entries will be void if no email address is provided, or not able to be supplied, or if the supplied email address is not current. 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. Winners may be required to show proof of being the authorized account holder. 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.

5. Winner Selection; Odds; and Notification: [Up to forty (40) winners of the Giveaway will receive Drink Up branded Nalgene bottles (each a “Winner” and collectively the “Winners”) will be selected in a random drawing from among all eligible entries received. The random drawing will be conducted on or about daily, for daily prizes (Nalgene bottles) and at random for two select prizes (Soul Cycle class packs). The odds of winning depend on the number of eligible entries received. Winners will be notified via email or other means within approximately five (5) days following the drawing. **PHA** shall have no liability for a Winner's failure to receive notices due to the Winner's spam, junk email, or other security settings or the Winner's provision of incorrect or otherwise non-functioning contact information. Where not prohibited by law, Winners may be required to execute and return to **PHA** a notarized Affidavit of Eligibility, a Liability Release, and a Publicity Release relating to **PHA**'s publication of the Winners within ten (10) business days of attempted prize notification in order to claim a Prize. All such documents must be in the form provided by **PHA**.

6. Prizes: Winners will receive Drink Up branded Nalgene bottles (retail value of \$13.99/each), and Soul Cycle classes (retail value varies pending geographic location but general ranges between \$30-\$34 per class) (each a “Prize” and collectively the “Prizes”). Actual/appraised value may differ at time of Prize award. The specifics of the Prizes shall be solely determined by **PHA**. Each Prize is subject to availability and **PHA** reserves the right to substitute a Prize of equal or greater value in its sole discretion. The Prizes are nontransferable and are not redeemable for cash. Each Prize is limited to that specified above; any and all costs, fees, and expenses associated with the Prize award, receipt, and use, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the Winner.

7. Publicity: Acceptance of a Prize constitutes permission for **PHA**, and anyone acting on behalf of **PHA**, or its licensees, successors, and assigns, to use the Winner's name, biography, likeness, photographs, video, voice, opinions, entry, and any statements attributable to him or her for promotional purposes in any manner or media without notice, additional permission, or compensation, except where prohibited by law. Notwithstanding this section, we may consistent with Section 5, require Winners to execute and return to **PHA** a Publicity Release.

8. Terms: Prizes are awarded “as is, where is,” without warranty of any kind, express or implied, including, without limitation, any warranty of merchantability or suitability for a particular purpose. **PHA** reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and

conditions of the Giveaway. **PHA** reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Giveaway if, in **PHA's** opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Giveaway, or if any factor beyond **PHA's** reasonable control – including but not limited to viruses, bugs, unauthorized intervention, fraud, and technical difficulties or failures – corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Giveaway. Except as otherwise expressly provided in these Official Rules, any use of automatic, programmed, or like methods of entry (e.g., bots or scripts) will void all submissions by such methods. **PHA** reserves the right at its sole discretion to disqualify any individual who it finds or believes to be tampering or attempting to tamper with the entry process or the operation of the Giveaway or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Giveaway may be a violation of criminal and civil laws, and, should such an attempt be made, **PHA** reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. **PHA's** failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

9. Failure to Comply with Official Rules: Without limitation, a Winner may be disqualified with any Prize forfeited due to any of the following: (i) the Winner fails to comply with any of the terms, conditions, restrictions, or limitations of these Official Rules; (ii) the Winner is found to be ineligible; (iii) the Winner fails to respond to the Prize notification within three (3) days after its transmission or mailing; (iv) the return of three (3) attempted email notifications as undeliverable; (v) the Winner fails to respond to any other notice within (3) days after its transmission or mailing; (vi) the return of any other notice as undeliverable; (vii) the Winner fails to claim the Prize within fifteen (15) days from the time Prize notification was transmitted or mailed; or (viii) the Winner fails to complete, sign, have notarized, and return to **PHA** an Affidavit of Eligibility and complete, sign, and return to **PHA** a Liability Release and a Publicity Release within ten (10) business days of attempted Prize notification (if requested by **PHA**), except where prohibited by law. In the event of disqualification of a Winner, the Prize will be forfeited and awarded to an alternate winner selected in a random drawing from among all remaining eligible entries.

10. Indemnification: By submitting an entry, you agree to release, discharge, indemnify, and hold harmless [Facebook, Instagram, Twitter, or **PHA**, and its [their respective] subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from and against any liability, illness, injury, death, loss, litigation, claim, or damage to you or any person or entity, including without limitation damage to personal or real property, caused in whole or in part, directly or indirectly, by reason of your participation in the Giveaway (or related activities), your acceptance, possession, or use/misuse of a Prize, or from any delay in receiving any Prize awarded. Your obligation to indemnify [Facebook, Instagram, Twitter,

or **PHA** includes actions arising from any violation of these Official Rules. By submitting an entry, you agree that you have no right to bring (and covenant not to bring) any claim, action, or proceeding of any kind or nature whatsoever against [Facebook, Instagram, Twitter, or **PHA**, and its [their respective] subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors in connection with this Giveaway.

11. Limitation of Liability: **PHA** is not responsible for: (i) lost, late, damaged, destroyed, delayed, stolen, misdirected, incomplete, or illegible entries, or entries received through impermissible or illegitimate channels, all of which will be disqualified; (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, website, hardware, or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized intervention in any part of the entry process or the Giveaway; or (v) electronic or human error which may occur in the offer or administration of the Giveaway or the processing of entries. You agree that any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Giveaway but in no event attorneys' fees; and you waive all rights to claim any 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

12. Disputes: THIS GIVEAWAY IS GOVERNED BY THE LAWS OF THE DISTRICT OF COLUMBIA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Giveaway, you agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Giveaway, shall be resolved individually, without resort to any form of class action, exclusively before a court located in THE DISTRICT OF COLUMBIA having jurisdiction.

13. Severability: If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

14. Privacy Policy: Information submitted with an entry will be used by **PHA** for the purpose of facilitating the Giveaway and publishing the Winner(s) as well as for other purposes consistent with our online privacy policy, available here http://ahealthieramerica.org/wp-content/uploads/2014/02/022114_PHA-Privacy-Policy.pdf. Please also note that when you participate in the Twitter/Facebook/Instagram post/share, your tweets/posts/uploads and any associated content may be publicly available and all associated information, including your contact information, is subject to Twitter/Facebook/Instagram's privacy policy and terms.

15. Winners List: To obtain a copy of the list of Winners (available one (1) month after the drawing) or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: **The Partnership for a Healthier America, 2001 Pennsylvania Avenue, NW, Ste 900, Washington, DC 20006.** Requests must be received no later than **February 26, 2016.**

16. Sponsor: The Sponsor of the Giveaway is Partnership for a Healthier America.

[The Giveaway is in no way sponsored, endorsed, or administered by, or associated with, Facebook, Instagram, or Twitter.]