

# SUMMER OF BODYARMOR® SPORTWATER SWEEPSTAKES

## OFFICIAL RULES

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

- 1. SWEEPSTAKES DESCRIPTION: Summer of BODYARMOR® SportWater Sweepstakes** (the "**Sweepstakes**") begins on 5/15/23 at 12:00:00 AM Eastern Time ("**ET**") and ends on 9/30/23 at 11:59:59 PM (ET) (the "**Sweepstakes Period**"). The Sweepstakes Period includes a qualifying purchase period which begins on 5/15/23 at 12:00:00 AM (ET) and ends on 8/31/23 at 11:59:59 PM (ET) ("**Qualifying Purchase Period**"). Participation in the Sweepstakes does not constitute participation in any other promotion, contest or sweepstakes. By participating in the Sweepstakes, 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 Sweepstakes will be conducted by TPG Rewards, Inc., 19790 West Dixie Hwy, Suite 808, Aventura, FL 33180 ("**Administrator**").
- 2. ELIGIBILITY:** Open only to legal United States residents residing in the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older at the time of entry. Employees, officers and directors of Sponsor, Administrator 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 "**Sweepstakes Entities**") and the immediate family members, and/or those living in the same household of each, are ineligible to enter the Sweepstakes or win a prize. Sweepstakes is void where prohibited by law.
- 3. HOW IT WORKS:**

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

- A) With Purchase:** During the Qualifying Purchase Period,
- **BUY** any one (1) **BODYARMOR® SportWater** product (any flavor - 6pk, 1L, 6pk 20oz., 1.5L single bottle, 1L single bottle, 700ml single bottle) (collectively, "**Participating Products**") at Walmart stores in the U.S. (each a "**Qualifying Purchase**"). Note: Product returns/exchanges and rainchecks from before the Sweepstakes Period do not constitute a Qualifying Purchase and will not qualify as an entry into this Sweepstakes;
  - **SNAP** a picture of your entire receipt showing Qualifying Purchase and **UPLOAD** it at [www.summerofsportwater.com](http://www.summerofsportwater.com) ("**Website**") by the end of the Sweepstakes Period. ANY RECEIPT SUBMISSIONS UPLOADED AFTER

THE END OF THE SWEEPSTAKES PERIOD WILL NOT BE ACCEPTED, EVEN IF PURCHASE WAS MADE DURING QUALIFYING PURCHASE 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 Purchases are 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 at least one (1) Participating Product/UPC code from a Qualifying Purchase (“**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 Qualifying Purchase on your receipt for quicker verification. ALL SUBMISSIONS ARE SUBJECT TO VALIDATION BY ADMINISTRATOR ON BEHALF OF SPONSOR; IF SUBMISSION IS NOT VALIDATED, YOU WILL NOT RECEIVE AN ENTRY. For help, visit [www.summerofsportwater.com](http://www.summerofsportwater.com).

- **GET** one (1) entry into the Sweepstakes for each Qualifying Purchase uploaded in compliance with these Official Rules once your receipt is validated, subject to the entry limitations stated below.

**B) Without Purchase:** During the Sweepstakes Period, you may also enter the Sweepstakes without making a purchase by sending a 3” x 5” piece of paper containing your full name, date of birth, address, city, state, zip code, daytime phone number, and email address (if available) in an envelope with sufficient postage affixed to: **TPG Rewards, ICO: Summer of BODYARMOR® SportWater Sweepstakes, 19790 West Dixie Hwy, Suite 808, Aventura, FL 33180.** Mail-in entry must be postmarked by 8/31/23 and received by 9/15/23. Subject to the entry limitations stated herein, you will receive one (1) entry into the Sweepstakes for each mail-in entry received. Sponsor is not responsible for lost, late, misdirected, illegible, incomplete, invalid, damaged, stolen, postage due or mutilated mail.

Except as contemplated in these Official Rules, personal information collected in connection with this Sweepstakes 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 fifty (50) total entries per person for the entire Sweepstakes.** 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 Sweepstakes 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 10/13/23 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:**

One thousand (1,000) Grand Prizes are available. Each Grand Prize consists of a one-year subscription for the winner to Walmart+ ("**Grand Prize**") / ARV \$110 each winner. The total ARV of all prizes is \$110,000.00. Odds of winning depend on the total number of eligible entries received from all methods combined. Limit one (1) prize per person. The Grand Prize will be awarded in the form of a Virtual Visa Debit Card to the winner. Visa is not a sponsor of the promotion or otherwise affiliated with Sponsor. Unclaimed prizes will not be awarded. Odds of winning depend on the total number of eligible entries received from all methods combined. Limit one (1) prize per person in the Sweepstakes.

7. **GENERAL PRIZE CONDITIONS:** Except as otherwise noted herein, no prize substitutions will be allowed, except Sponsor reserves the right to substitute prize(s) of comparable value if a prize listed is unavailable for any reason. Prize winners shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished by third parties in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

8. **GENERAL:** By entering the Sweepstakes, entrants agree to release and hold harmless, Sweepstakes 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 Sweepstakes or receipt or use of any prize. Entrants and winners (i.e. entrants that 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 Sweepstakes. 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 Sweepstakes or any prize-related activities. Acceptance of a prize shall be construed as and signify the winner's agreement and consent that Sponsor and its designees and assigns 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 Sweepstakes, 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 Sweepstakes. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

ALL POTENTIAL WINNERS 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.

9. **LIMITATIONS AND RELEASES:** Any attempted form of entry into the Sweepstakes, 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 Sweepstakes, 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 Sweepstakes or downloading any materials in the Sweepstakes.

If for any reason the Sweepstakes 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 Sweepstakes, 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 Sweepstakes; 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 Sweepstakes 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.

10. **GOVERNING LAW:** 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 SWEEPSTAKES 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.

11. **PRIVACY:** For information about how the Sponsor uses your personal information, please see its privacy policy, located at <https://www.drinkbodyarmor.com/legal/>.

12. **WINNERS' LIST:** Any legally required winner's list may be obtained by sending a self-addressed, stamped envelope to: TPG Rewards ICO **Summer of BODYARMOR® SportWater Sweepstakes**, 19790 West Dixie Hwy, Suite 808, Aventura, FL 33180. All such requests must be received within six (6) weeks after the end of the Sweepstakes Period.

BA Sports Nutrition, LLC. © 2023 All Rights Reserved.

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

Visa and its client financial institutions have not sponsored or offered this promotion in any way. The merchants represented are not sponsors of the rewards or otherwise affiliated with this company. The logos and other identifying marks attached are trademarks of and owned by each represented company and/or its affiliates. Please visit each company's website for additional terms and conditions.