

## BODYARMOR SAM'S CLUB BACK TO FOOTBALL OFFER

TERMS AND CONDITIONS. INTERNET ACCESS REQUIRED.

1. **BUY ONE (1) BODYARMOR multi/variety pack in One (1) transaction (“Participating Product”)** between 12:00:00 AM Pacific Standard Time (“PST”) on 9/8/20 – 11:59:59 (“PST”) on 11/7/20 (the “Offer Period”) from participating Sam’s Club retail stores in the U.S. (“Qualifying Purchase”). Note: Product returns/exchanges and rainchecks for Participating Products from before commencement of the Offer Period CANNOT be used for this Offer.

2. **SNAP** a picture of your entire receipt showing Qualifying Purchase and **UPLOAD** it at <http://www.BAFootballFan.com> (“Website”) by 11:59:59 PM (PST) on 11/14/20. 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 TERMS AND CONDITIONS. **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 at least One (1) Participating Product/UPC code (“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 PROGRAM ADMINISTRATOR ON BEHALF OF BA SPORTS NUTRITION, LLC AS THE PROGRAM SPONSOR; IF SUBMISSION IS NOT VALIDATED, YOU WILL NOT RECEIVE A CODE (SEE BELOW) OR BE OTHERWISE NOTIFIED. For help, visit <http://www.BAFootballFan.com>.

3. **GET** an entry into the Sam’s Club Back to Football Sweepstakes. Random winner drawing will take place on or about November 30,2020.

**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 Sam’s Club Back To Football Sweepstakes**, 19790 West Dixie Highway #808, Aventura, FL 33180 (shipping and handling fees apply). Mail-in entry must be postmarked by 11/14/20 and received by 11/21/20. 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 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.

In addition to the Back To Football Sweepstakes entry, receive a reward code (“Code”) and instructions on how to enter it at a Fanatics.com to receive 35% off your next Fanatics.com order up to \$500. Terms and conditions subject to change at anytime.

The Code will be sent to the email address provided with your submission. Code is good only for use in accordance with these Terms and Conditions and the terms and conditions of Fanatics.com. Any other use of Code – including attempted sale or transfer of Code is void. Codes have no cash value. Codes must be entered at the Website by 11:59:59 PM (PST) on 02/28/21. AFTER SUCH DATE/TIME, CODES ARE VOID AND WILL NOT BE ACCEPTED. Code issued for valid submission and is only good for intended recipient. Code is subject to the terms and conditions associated with its use.

Open to legal residents of the fifty (50) United States and District of Columbia who are 18 years of age or older. Employees of BA Sports Nutrition, LLC (“**Sponsor**”), TPG Rewards, Inc. (“**Program Administrator**”), their respective parent companies, affiliates, subsidiaries, advertising, promotion and other agencies (collectively, “**Promotion Entities**”) are not eligible to participate in this Offer. Receipt submission must be submitted by 11/14/20 at 11:59:59 PM (PST). Limit Three (3) rewards per household for the entire Offer Period. **Each Qualifying Purchase receipt can only qualify for One (1) reward, and can only be submitted once (even if receipt indicates purchase or more than One (1) Qualifying Purchase).** Consumers receive a Code and promotion Website link via email to complete the reward claim process. Offer valid only in the fifty (50) United States and District of Columbia. By submitting your receipt, you agree to receive up to two (2) email messages regarding the promotion to the email account associated with submission. You may opt-out of receiving messages regarding the promotion from Sponsor at any time after receipt of the confirmation message by sending a reply email message with the word “STOP”. By emailing a submission from your wireless device, the participant grants permission to the Sponsor to notify them via a return email message and must agree to accept all applicable charges associated therewith. You are responsible for all applicable fees and taxes associated with completing a submission from a wireless device. The email messaging method of submission is designed to work with most of the U.S. major wireless carriers, but Sponsor makes no guarantee that any particular wireless service provider will participate, and the wireless device that is used must be capable of sending and receiving email messages. Check with your carrier for details. Participants should check their phone’s features to see if they have such emailing capability. Wireless service providers may charge entrants for each email message, including any error message that is sent and received in connection with the offer, based on the applicable wireless service pricing plan. Participants should consult their wireless service provider’s pricing plan for details. Sponsor in its sole discretion may add or delete a wireless carrier at any time, without notice. Proof of uploading and/or submitting an email is not considered proof of delivery to or receipt by Sponsor or its designee (Program Administrator) of submission materials. Promotion Entities assume no responsibility for lost, late, incomplete, misdirected, illegible or non-deliverable submissions. Offer is void where prohibited.

**4. REWARD LIMIT:** Limit One (1) Sweepstakes entry per unique email address per day. Limit Three (3) 35% Fanatics codes per unique email address for the entire program.

**5. WINNER SELECTION AND NOTIFICATION:** On or about 11/30/20, the potential prizewinners will be randomly selected from all eligible entries received during the Sweepstakes Period. The potential prizewinners will be notified by telephone and/or e-mail, using contact information provided or collected at the time of registration. 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 seventy-two (72) hours 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 three (3) 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 potential prize winner will be disqualified and an alternate prize winner may be

selected. **The odds of winning a prize depend on the number of eligible entries received for the respective random drawing.**

#### **6. PRIZES/APPROXIMATE RETAIL VALUES/ODDS:**

Grand Prize: Ten (10) Grand Prizes are available. Each Grand Prize consists of One (1) \$250 Fanatics Gift Card. The approximate retail value ("**ARV**") of the Grand Prize is \$250. Fanatics gift card codes expire 12/31/21.

**7. GENERAL PRIZE CONDITIONS:** Limit one (1) prize per person. No cash alternative or prize substitutions will be allowed for any prize, except Sponsor reserves the right to substitute prize(s) of comparable value if a prize listed is unavailable for any reason. Prizewinners 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. Any potential prizewinner may be required to execute, and the potential Grand Prize winner must execute and have notarized, an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "**Prize Claim Documents**"). If winner fails or refuses to sign and return all Prize Claim Documents within five (5) days of prize notification (or a shorter time if required by exigencies), winner may be disqualified and an alternate winner may be selected.

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 NONINFRINGEMENT.

**8. GENERAL:** Acceptance of a prize constitutes prize winner's permission for Sponsor and its designees to use prize winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants agree that the Sweepstakes Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's or any other person's computer system or wireless phone which is occasioned by accessing the Website or otherwise participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and

Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select winners in a random drawing from all eligible, nonsuspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**9. 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.

**10. WINNERS LIST:** Any legally required winner's list may be obtained by sending a self-addressed, stamped envelope to: **BODYARMOR Sam's Club Back To Football Sweepstakes**, Attn: Winners List, 19790 West Dixie Highway #808, Aventura, FL 33180. All such requests must be received within six (6) weeks after the end of the Sweepstakes Period.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning the reward. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH REWARD IS 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.

Sponsor is not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of registration information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions or other errors of any kind, whether human, mechanical or electronic, which may occur or which may limit one's ability to participate, including any injury or damage to participant's or any other person's computer and/or mobile device, relating to or resulting from participating in this Offer. The preceding expressly includes, but is not limited to, electronic communications not timely received or received at all by an Offer participant due to technological, programming, filtering or other malfunction/error/failure of any kind. Promotion Entities are not responsible for printing or typographical errors in any Offer related materials.

Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend this Offer should it determine, in its sole discretion, that any virus, bug, non-authorized human intervention or other causes beyond its control corrupt or affect the administration, security,

fairness or proper conduct of the Offer. In such case, Sponsor will only honor submissions made prior to time of such determination; notification of such action by Sponsor will be posted at <http://www.BAFootballFan.com>. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the operation of the Offer. Additionally, Sponsor reserves the right to prosecute any fraudulent activities to the full extent of the law.

**CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS OFFER IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

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