

Olipop Dietician Symposium Conference 2022 Giveaway

TERMS & CONDITIONS

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. OPEN ONLY TO PARTICIPANTS AT THE LEGAL RESIDENTS OF THE 50 UNITED STATES AND D.C. WHO ARE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. U.S. LAW GOVERNS THIS CONTEST. VOID WHERE PROHIBITED.

- 1. ELIGIBILITY:** The Olipop Dietician Symposium Conference 2022 Giveaway (the “**Contest**”), sponsored by Olipop (“**Sponsor**”), is open only to persons who as of the date of entry (and, if a winner, as of the date of prize fulfillment) are legal residents of one of the fifty United States or the District of Columbia and are 18 years of age or older. Persons who as of the date of entry (and, if a winner, as of the date of prize fulfillment) are an employee of Sponsor or any of Sponsor’s parent companies, subsidiaries, affiliates or advertising or promotion agencies, or a member of the immediate family or household (whether or not related) of any such employee, are not eligible. Eligibility determinations will be made by Sponsor in its discretion and will be final and binding. U.S. law governs this Contest. Void where prohibited by law.
- 2. HOW TO ENTER:** No purchase is necessary. The entry period for the Contest begins at 12:00pm PT on **June 16, 2022** and continues through 11:59pm PT on **July 15, 2022** (the “**Entry Period**”). To enter, complete the informational request relating to Sponsor’s RD affiliate program by selecting the ‘Enter to Win’ link in the post-conference email to attendees and following the on-screen instructions. Each entrant will be required to fill out an online entry form (which will require the entrant to submit his or her email address, phone number, mailing address and such other information as Sponsor may require). Completing the online entry form during the Entry Period constitutes acknowledgement of and consent to these Terms & Conditions. All entries must be completed and received by Sponsor prior to the conclusion of the Entry Period. Entry times will be determined by Sponsor in its discretion. All entries are subject to verification at any time. Sponsor will have the right, in its discretion, to require proof of identity and/or eligibility in a form acceptable to Sponsor (including, without limitation, government-issued photo identification). Failure to provide such proof to the satisfaction of Sponsor in a timely manner may result in disqualification.
- 3. WINNER NOTIFICATION AND VERIFICATION:** The odds of winning will depend on the number valid entries in the Contest during the Entry Period. The potential winner will be notified by e-mail (sent to the e-mail address provided by the entrant when entering) or telephone, in Sponsor’s discretion, on **July 18, 2022**. The potential winner will be required to respond to Sponsor’s notification attempt within 72 hours. If the potential winner cannot be reached or does not respond within 72 hours of the initial notification, then the potential winner may be disqualified and an alternate winner may, at Sponsor’s discretion, be selected from among the remaining eligible entries as specified in these Terms & Conditions (in which case the foregoing provisions will apply to such newly-selected entrant).
- 5. PRIZE:** The winner will receive one (1) case of Sponsor’s variety pack per month for one (1) year. Each case of Sponsor’s variety pack contains **[twelve (12)]** individual cans. No substitution, cash redemption or transfer of the right to receive a prize or any prize component is permitted, except

in the discretion of Sponsor, which has the right to substitute the prize or any prize component with a prize or prize component of equal or greater monetary value selected by Sponsor in its discretion. Each prize is awarded “as is” and without any warranty, except as required by law.

6. **GRANT OF RIGHTS:** By entering the Contest, each entrant irrevocably grants to Sponsor and its parent companies, subsidiaries and affiliates, each of their respective successors and assigns and the agents and licensees of each of the foregoing (collectively, the “**Licensees**”) the right to use the entrant’s name, likeness, voice, biographical information and/or statements attributed to the entrant, in perpetuity, throughout the world, in all media and formats whether now or later known or developed, including without limitation via Sponsor’s websites and social media and digital channels, for marketing, promotion and other commercial purposes and any other purposes, without further notice or compensation, unless prohibited by law.
7. **RELEASE AND LIMITATION OF LIABILITY:** By entering the Contest, to the fullest extent permitted by applicable law, each entrant releases and agrees to hold harmless each of the Licensees, all other companies involved in the development or operation of the Contest, all other companies involved in the provision of the prize or any component of the prize, the agents and contractors of each of the foregoing, and the directors, officers and employees of each of the foregoing (collectively, the “**Released Parties**”) from and against any and all claims and causes of action of any kind that the entrant ever had, now has or might in the future have, and all liabilities, damages and expenses of any kind, arising out of or relating to the Contest, participation in or entry in the Contest, the provision, acceptance or use of any prize or any component of any prize or any use of the entrant’s name, likeness, voice, biographical information and/or statements attributed to the entrant or any entry as permitted pursuant to these Terms & Conditions, including without limitation any and all claims and causes of action (a) relating to any personal injury, death or property damage or loss sustained by any entrant or any other person, (b) based upon any allegation of violation of the right of privacy or publicity, misappropriation, defamation, or violation of any other personal or proprietary right, (c) based upon any allegation of infringement of copyright, trademark, trade dress, patent, trade secrets, moral rights or any intellectual property right, or (d) based upon any allegation of a violation of any law, rule or regulation relating to personal information or data security. Each entrant agrees not to assert any such claim or cause of action against any of the Released Parties.
8. **GENERAL RULES:** Sponsor has the right, in its sole discretion, to modify these Terms & Conditions and to cancel, modify or suspend the Contest at any time in its discretion. In the event of termination of the Contest, a notice will be posted on Sponsor’s website and a random drawing will be conducted to award the prize from among all eligible entries received prior to the time of termination. Sponsor has the right, in its sole discretion, to disqualify or prohibit from participating in the Contest any individual who, in its discretion, it determines or believes (i) has tampered with the entry process or has undermined the fair or legitimate operation of the Contest, (ii) has engaged in conduct that annoys, abuses, threatens or harasses any other entrant or any representative of Sponsor or (iii) has attempted or intends to attempt any of the foregoing. In the event of a dispute regarding who submitted an entry, the entry will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry. By participating in this Contest, each entrant agrees to be bound by these Terms & Conditions and the decisions of Sponsor, which are final and binding in all respects.

9. **DISPUTES:** By entering the Contest, each entrant agrees, to the maximum extent permitted by applicable law, that (a) any and all disputes, claims and causes of action arising out of or connected with the Contest or the provision, acceptance and/or use of any prize or prize component will be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; (c) under no circumstances will any entrant be permitted to obtain any award for, and each entrant hereby waives all rights to claim, punitive, special, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses, and (d) each entrant's sole and exclusive remedy with respect to any and all disputes, claims, and causes of action arising out of or connected with the Contest will be an action at law for the recovery of monetary damages only. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms & Conditions or the respective rights and obligations of the entrants and Sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules. Any legal proceedings arising out of this Contest or relating to these Terms & Conditions shall be instituted only in the federal or state courts located in California County in the State of California, waiving any right to trial by jury, and each entrant consents to jurisdiction therein. In the event of any conflict between these Terms & Conditions and any Contest information provided elsewhere, these Terms & Conditions shall prevail.
10. **USE OF INFORMATION:** By entering the Contest, each entrant agrees that information submitted in connection with the Contest will be subject to Sponsor's Privacy Policy available at [\[REDACTED\]](#) (the "**Privacy Policy**") and may be used as permitted pursuant to the Privacy Policy, and may also be used as determined by Sponsor in connection with the administration of the Contest, and for purposes of providing products, services and information to the entrant.