

# **MUSCLE MILK® BRAND YEAR OF YOU SWEEPSTAKES**

## **OFFICIAL RULES**

**NO PURCHASE, PAYMENT, OR DONATION OF ANY KIND IS NECESSARY TO ENTER, WIN, OR CLAIM A PRIZE. A PURCHASE, PAYMENT, OR DONATION WILL NOT INCREASE OR IMPROVE AN ENTRANT’S CHANCES OF WINNING.**

The MUSCLE MILK® Brand Year of You Sweepstakes (“Sweepstakes”) is sponsored by CytoSport, Inc (“Sponsor”), 1340 Treat Boulevard Suite 350, Walnut Creek, CA 94597 and is administered by Prize Logic, LLC (“Administrator”), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. SWEEPSTAKES PERIOD:** The Sweepstakes begins on January 2, 2018 at 12:00 PM Eastern Time (“ET”) and ends on February 28, 2018 at 11:59:59 PM ET (“Sweepstakes Period”). The Sweepstakes Period includes the following eight (8) entry periods (each an “Entry Period”):

<b>Entry Period</b>	<b>Start Date (at 12 AM ET except for Entry Period 1)</b>	<b>End Date (at 11:59:59 PM ET)</b>	<b>Drawing Date</b>
1	1/2/18 at 12 PM ET	1/8/18	1/9/18
2	1/9/18	1/15/18	1/16/18
3	1/16/18	1/22/18	1/23/18
4	1/23/18	1/29/18	1/30/18
5	1/30/18	2/5/18	2/6/18
6	2/6/18	2/12/18	2/13/18
7	2/13/18	2/19/18	2/20/18
8	2/20/18	2/28/18	3/1/18

Non-winning entries will carry forward into subsequent Entry Periods. The Administrator’s computer is the Sweepstakes official clock.

- 2. ELIGIBILITY:** The Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years of age or older at the time of entry. Employees of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, contractors, consultants, influencers, and advertising and promotion agencies (collectively, “Sweepstakes Entities”) and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the “steps” of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All federal, state, and local laws apply. Void where prohibited or restricted by law.

Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions and interpretations (including, without limitation, decisions regarding eligibility of entries, the selection of winners, and the awarding of prizes), which are final and binding in all matters related to the Sweepstakes. For purposes of the Sweepstakes, an entrant’s residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical addresses or e-mail addresses.

- 3. HOW TO ENTER THE SWEEPSTAKES:** During the Sweepstakes Period, an eligible entrant must visit [musclemilkyearofyou.com](http://musclemilkyearofyou.com) (“Website”) and follow the instructions to describe his/her 2018 fitness goal and upload a photo representing his/her fitness goal. An entrant may then provide his/her e-mail address and complete the registration form by providing all required information, including, but not

limited to, complete first and last name (no initials), address, city, state, ZIP Code, phone number, date of birth, and confirmation that entrant has read and agrees to be bound by these Official Rules, after which the entrant will receive one (1) entry into the Sweepstakes.

**Entry Requirements:** All descriptions and photos must comply with the following restrictions:

- Must be in English, except for commonly understood foreign words;
- Must not include any identifiable person(s) other than the entrant without permission;
- Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity, or intellectual property rights or that constitutes copyright infringement;
- Must be the original work of entrant;
- Must not disparage Sponsor, Administrator, or any other person or party;
- Must not prominently feature trademarks, logos, or trade dress owned by any third party or advertise or promote any brand or product of any kind;
- Must not promote any cause other than the Sweepstakes theme;
- Must not include sensitive personally identifiable information (such as the entrant's credit card or Social Security number);
- Must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous, or libelous (as determined by Sponsor, at Sponsor's sole discretion);
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status or age (as determined by Sponsor at Sponsor's sole discretion);
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way; and
- Must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any jurisdiction where entry is created.

**Conditions of Entry:** If any description or photo fails to comply with any of these Entry Requirements or any other provisions of these Official Rules, Sponsor and Administrator reserve the right, in their sole discretion, to disqualify the entrant. By submitting a description and photo, an entrant agrees that his/her submissions are gratuitous and made without restriction, and will not place Sponsor under any obligation and that Sponsor is free to disclose the ideas contained in the submission on a non-confidential basis to anyone or otherwise use the ideas without any compensation to the entrant. Entrant acknowledges that, by acceptance of his/her submission, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than the entrant. Entrant agrees that Sponsor may post any element of a submission on any websites associated with the Sweepstakes, including Sponsor's social media channels, and grants to Sponsor the worldwide, transferable, non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display entrant's submission throughout the world in any media (whether now known or hereafter devised).

**IMPORTANT: Message and data rates may apply if an entrant uses a mobile device to participate in the Sweepstakes.** Entrants are responsible for these and should consult their wireless providers' pricing plans.

**Entry Limit:** Limit one (1) entry per calendar day and up to three (3) entries per entrant for the entire Sweepstakes Period and no more than one (1) entry per entrant during any calendar day during the

Sweepstakes Period. If more than the stated number of entries are received from the same person and/or e-mail address, the entries may, at the Sponsor’s sole discretion, be disqualified.

**4. RANDOM DRAWINGS:** On or about each Drawing Date listed in Section 1, the Administrator will randomly select potential weekly prize winners in accordance with the quantities set forth in the Section 5 table below from all eligible entries received in each applicable Entry Period. On or about March 1, 2018, the Administrator will randomly select one (1) potential grand prize winner from all eligible entries received during the Sweepstakes Period. Each winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules.

**5. PRIZES, APPROXIMATE RETAIL VALUE (“ARV”), AND ODDS OF WINNING:**

**A. Grand Prize (1):** The grand prize is a Peloton indoor exercise bike and a \$500 check made payable to the grand prize winner (“Grand Prize”). One (1) Grand Prize is available in the Sweepstakes. The ARV of the Grand Prize is \$2,500.

**B. Weekly Prizes:** The following weekly prizes (each, a “Weekly Prize”) are available in the Sweepstakes:

Prize	Quantity Per Entry Period								Total Quantity	ARV (each)	ARV (total)	
	1	2	3	4	5	6	7	8				
Fitbit Alta	1	-	-	-	-	-	-	1	2	\$155	\$310	
Beats Ear Buds	-	1	1	1	1	1	1	-	6	\$150	\$900	
MUSCLE MILK™ Gym Bag	6	6	6	6	6	6	7	7	50	\$45	\$2,250	
MUSCLE MILK PRO SERIES 50® Powder Tub	6	6	6	6	6	6	7	7	50	\$30	\$1,500	
MUSCLE MILK® Bar Box	6	6	6	6	6	6	7	7	50	\$27	\$1,350	
MUSCLE MILK® 1.93 Powder Tub	1	1	1	1	1	1	1	1	0	80	\$20	\$1,600
MUSCLE MILK™ Stainless Water Bottle	1	1	1	1	1	1	1	1	0	86	\$10	\$860
MUSCLE MILK™ Athletic Crew Socks	6	6	6	6	6	6	7	7	50	\$5	\$250	
MUSCLE MILK® Protein Bar	2	2	2	2	2	2	2	2	5	200	\$3	\$600

Peloton, Fitbit, and Beats are not affiliated with Sponsor or the Sweepstakes and do not sponsor, endorse, approve, or have any responsibility for this Promotion. All Weekly Prize elements (sizes, design, flavors, etc.) are subject to Sponsor’s discretion. The total ARV of all Weekly Prizes is \$9,620.

**C. Total ARV:** The total ARV of all prizes available in the Sweepstakes is \$12,120.

**D. Odds of Winning:** The odds of winning a Weekly Prize depend on the number of eligible entries received during each Entry Period. The odds of winning the Grand Prize depend on the number of eligible entries received during the Sweepstakes Period.

**E. General Conditions:** In no event will more than the above quantities of prizes be awarded. If, for any reason, more prize notifications are sent (or more claims are received), Sponsor

reserves the right to award the prize in a random drawing from all prize claims. Limit one (1) Weekly Prize per person/household (an entrant may win a Weekly Prize and the Grand Prize).

- 6. HOW TO CLAIM A PRIZE:** After each random drawing, the Administrator will notify a potential winner via e-mail at the e-mail address provided at the time of registration. Before being declared the Grand Prize winner, the potential Grand Prize winner will be required to execute an Affidavit of Eligibility/Liability & Publicity Release and tax acknowledgment ("Affidavit"). The potential Grand Prize winner must return a fully executed and notarized Affidavit to the Administrator within five (5) calendar days or the Grand Prize may (in Sponsor's sole discretion) be forfeited. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a prize, or in the event that the potential winner fails to return an executed and notarized Affidavit within the five (5) calendar day deadline (if applicable), the prize may be forfeited. If a prize is forfeited, the prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded. Prizes will be mailed to verified winners at the street address provided at the time of registration within approximately six (6) to eight (8) weeks following winner notification and verification and received by winners approximately by April 26, 2018. Sponsor will issue an IRS Form 1099-MISC for the Grand Prize winner. All federal, state, and local taxes and any other costs and expenses associated with prize acceptance and use not listed herein as part of the prize are the sole responsibility of winner.

Sponsor will attempt to notify each potential winner as set forth above, but Sponsor is not responsible for any undelivered e-mails, including, without limitation, e-mails that are not received because of a winner's privacy or junk mail filter settings which may divert any Sweepstakes e-mail, including any winner notification e-mail, to a junk mail folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. Prizes are non-transferable and no prize substitution, exchange, or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of the prize or force majeure, at Sponsor's sole and absolute discretion. Sweepstakes Entities shall not be held responsible for any delays in awarding the prize for any reason.

- 7. LIMITATION OF LIABILITY:** By participating in this Sweepstakes, entrants agree that the Sweepstakes Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Sweepstakes; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Sweepstakes Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules, including, but not limited to, entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winner.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

- 8. DISPUTES: ENTRANT AGREES THAT: (A) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION, OR ANY PRIZES AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND SOLELY AND EXCLUSIVELY IN A FEDERAL OR STATE COURT LOCATED IN EITHER MOWER OR HENNEPIN COUNTY, MINNESOTA; ENTRANT SUBMITS TO SOLE AND EXCLUSIVE PERSONAL JURISDICTION TO SAID COURTS IN THE STATE OF MINNESOTA FOR ANY SUCH DISPUTE AND IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO OBJECT TO SUCH JURISDICTION; (B) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT ATTORNEYS' FEES; AND (C) 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. 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 STATE OF MINNESOTA,**

**WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OF PROVISIONS (WHETHER OF THE STATE OF MINNESOTA, THE UNITED STATES, OR ANY OTHER JURISDICTION), WHICH WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF MINNESOTA.**

9. **PRIVACY:** Sponsor's privacy policy is available at <https://www.hormelfoods.com/privacy-policy/>.
10. **PUBLICITY RIGHTS:** By participating in this Sweepstakes, each entrant agrees to allow the Sponsor and Sponsor's designee the perpetual right to use his/her name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Sweepstakes for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law. Despite the above, Sponsor has no obligation to use such materials in any manner.
11. **GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Sweepstakes. Any attempted form of participation in this Sweepstakes other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each entrant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any promotional materials (including but not limited to point of sale, television and print

advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

- 12. WINNERS LIST:** For a list of winners, interested individuals should mail a self-addressed stamped business envelope to: Winners List, - MUSCLE MILK® Brand Year of You Sweepstakes, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received no later than May 2, 2018.

Peloton is a trademark of Peloton Interactive, Inc.

Fitbit is a trademark of Fitbit, Inc.

Beats is a trademark of Beats Electronics, LLC

© 2017 CytoSport, Inc.