

BODYARMOR® BACK-TO-SCHOOL MLS ALL-STAR SWEEPSTAKES

OFFICIAL RULES

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

1. **SWEEPSTAKES DESCRIPTION: BODYARMOR® Back-to-School MLS All-Star Sweepstakes** (the “**Sweepstakes**”) begins on 4/1/22 at 12:00:00 AM Eastern Standard Time (“**EST**”) and ends on 10/15/22 at 11:59:59 PM (EST) (the “**Sweepstakes Period**”). The Sweepstakes Period includes a qualifying purchase period which begins on 4/1/22 at 12:00:00 AM (EST) and ends on 9/30/22 at 11:59:59 PM (EST) (“**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**”).

Major League Soccer, L.L.C. (“**MLS**”) and Soccer United Marketing, LLC (“**SUM**”) (collectively, the “**MLS Entities**”) are not sponsors or administrators of this Sweepstakes and are in no way responsible or liable for the administration of this Sweepstakes. All trademarks used are the property of their respective owner(s) and are used for prize description purposes only.

2. **ELIGIBILITY:** Open only to legal United States residents residing in the fifty (50) United States, District of Columbia and Puerto Rico who are eighteen (18) years of age or older at the time of entry. Employees, officers and directors of Sponsor, Administrator (collectively, the “**Sweepstakes Entities**”), the “**MLS Entities** 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 (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) participating **BODYARMOR Team Pack** product at a retail store (“**Qualifying Purchase**”). A complete list of participating product SKUs are listed below. 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 www.BAMLSALLSTAR.com (“**Website**”) by 11:59:59 PM (EST) on 10/15/22. 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 Participating Products associated with your 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.BAMLSALLSTAR.com.
- **GET** one (1) entry into the Sweepstakes for each Qualifying Purchase received once your receipt is validated, subject to the entry limitations stated below.

The following **BODYARMOR Team Pack** products/SKUs (“**Participating Products**”) shall qualify as part of a Qualifying Purchase in the Sweepstakes:

Participating Products	GTIN-12 (U.P.C.) (8-pack - Retail) 8/12
12oz 8-pack Sports Drink: Orange Mango	858176002812
12oz 8-pack Sports Drink: Fruit Punch	858176002805
12oz 8-pack LYTE: Peach Mango	858176002799
12oz 8-pack Sports Drink: Strawberry Banana	858176002829
12oz 8-pack LYTE: Berry Punch	850009942012
12oz 8-pack Sports Drink: Tropical Punch	858176002997
12oz 8-pack Sports Drink: Blue Raspberry	850009942036
12oz 8-pack LYTE: Strawberry Lemonade	850009942395
12oz 8-pack Sports Drink: Strawberry Grape (Mamba Forever)	850009942630

B) Without Purchase: During the Sweepstakes Period, you may also enter for free 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, Inc., **ICO: BODYARMOR BTS 22, 19790 West Dixie Hwy., Suite 808, Aventura, FL 33180**. Mail-in entry must be postmarked by 9/30/22 and received by 10/15/22. 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 Sweepstakes will be used in accordance with Sponsor's Privacy Policy as noted below in these Official Rules. Each receipt can only qualify for one (1) entry, and can only be submitted once (even if receipt indicates purchase of more than one (1) Qualifying Purchase). **Limit one (1) entry per person, per day regardless of method of entry and maximum of thirty (30) total entries per person for the entire Sweepstakes – regardless of method of entry.** 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 EST (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.

4. **RANDOM DRAWING:** Potential winners will be selected in a random drawing on or about 10/24/22 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. Each potential prize winner will be required to sign and return a notarized Affidavit of Eligibility/Liability Release and, where permitted by law, Publicity Release ("**Winner's Documents**") within ten (10) days after first notification attempt. Guest of Grand Prize winner (for minor child, his/her parent or legal guardian must be the prize winner and must sign on their behalf) must sign and return a Liability/Publicity Release prior to

awarding of prize. If prize notification or prize is returned as non-deliverable, prize may be forfeited. 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:**

UNCLAIMED/UNREDEEMED PRIZES WILL NOT BE AWARDED

One (1) Grand Prize is available to be awarded. Grand Prize winner will receive a trip for four (4) to attend the 2023 Major League Soccer (“**MLS**”) All-Star Game in a to-be-determined U.S. city (each, a “**Destination City**”) (ARV \$4,000). Prize includes: four (4) tickets to the 2023 MLS All-Star Game in the Destination City; round-trip coach air transportation for winner and three (3) guests between a major commercial airport closest to the winner's residence and the Destination City; lodging consisting of one (1) room for (two) (2) nights (based on quad occupancy) in the Destination City; and \$500 in spending cash (to be awarded in the form of a check for winner only). Location of MLS All-Star Game is at the sole discretion of MLS. **All trip prize travel arrangements must be made through the Administrator for all travelers.** Cash option – Grand Prize winner may choose to accept the ARV of the Grand Prize (\$4,000) in the for a check in lieu of the Grand Prize trip. Selection of cash option must be declared on the Winner’s Documents in the section provided in the event the Grand Prize winner should choose the cash option. No transfer or substitution of trip elements will be permitted, other than that provided herein. Trip must be taken on specified dates as it relates to the designated MLS All-Star Game to be awarded as determined by Sponsor or prize will be forfeited in its entirety. All travelers must possess all necessary travel documents prior to departure, depart/return from/to the same major airport and travel on same itinerary. Trip does not include taxes, tips, gratuities, ground transportation or meals (other than as noted herein), service charges, hotel room service, laundry service, alcoholic beverages, merchandise, souvenirs, local and long distance telephone calls, airport charges, or any other service or item not specifically described above. Trip is not redeemable for cash. Actual retail value of prize may vary depending on location of winner’s residence and the Destination City and may fluctuate due to market conditions, changes in value of components, (e.g. air transportation and hotel rates) and other reasons.

Thirty (30) First Prizes are available to be awarded (note: First Prizes will be randomly awarded by Sponsor / ten (10) prizes are available in each of the below First Prize categories). Ten (10) First Prizes (Ticket Prizes) are available. Each winner will receive two (2) tickets to attend a 2023 local MLS Match (ARV \$150.00 ea. ticket). Tickets are for local matches only – tickets for match awarded will be determined by city/state of residence of winner. Ten (10) First Prizes (Jersey Prizes) are available. Each winner will receive

one (1) MLS jersey (ARV \$120.00 ea. winner). Ten (10) First Prizes (Virtual Meet & Greet Prizes) are available. Each winner will receive a 10-minute Virtual Meet & Greet with an MLS player (ARV \$100.00 ea. winner). One (1) video call will be held with ten (10) winners participating.

MLS EVENT TERMS: In the event any scheduled MLS match associated with any prize and/or any other component of the prize is cancelled, delayed, or postponed for any reason outside the control of the Sponsor, Sponsor will have no further obligation, other than to award the remainder of the prize. Seat locations shall be determined in the sole discretion of Sponsor. Winner's guests must be of legal age of majority in their jurisdictions of residence (and at least eighteen (18) years of age); if a minor - then parent or legal guardian must be the prize winner. MLS game, event dates and times are determined in the sole discretion of the MLS, as applicable, and may be subject to change. The terms and conditions of the tickets awarded as part of the prize will govern in the event a legal game, event or exhibition, as defined by Major League Soccer, is not played due to weather conditions, an act of God, an act of terrorism, civil disturbance or any other reason. Winner and his/her guest agree to comply with all applicable venue regulations in connection with the prize. Sponsor, MLS and MLS clubs reserve the right to remove or to deny entry to the winner and/or his/her guest who engage(s) in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the game, event or exhibition. Sweepstakes Entities will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any MLS match, game, event or exhibition. In the event any scheduled activity associated with the prize and/or any other component of the prize is cancelled for any reason, including safety, health and/or welfare concerns, scheduling conflicts, cancellations, postponement, an event of force majeure, or for any other reason, Sponsor reserves the right, if possible, to reschedule such prize event for alternate dates in its sole determination, but if the prize event is not rescheduled, Sponsor shall have no obligation other than to award the remainder of the prize. The terms and conditions of any prize related event tickets awarded as part of the prize will govern in the event it cannot be offered due to safety and health conditions, weather conditions, an act of God, an act of terrorism, civil disturbance or any other reason. Sweepstakes Entities will not be responsible for health and safety conditions, weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage, epidemics or pandemics, or any other natural disaster outside their control that may cause the cancellation or postponement of any prize related event. MLS match, game, and event tickets awarded as prizes may not be resold or offered for resale. Any such resale may result in disqualification and prize forfeiture, and may invalidate the license granted by the game ticket(s)

Total ARV of all prizes \$9,200.00. Prizes to be provided by Sponsor or its designee. Unclaimed prizes will not be awarded. All applicable federal, state, and local taxes on prize are the sole responsibility of the prize winner. Odds of winning depend on the total number of eligible entries received from all methods combined. Limit one (1) prize per person in any BodyArmor promotion over the last six (6) months. **Grand Prize winner will receive an Internal Revenue Service Form 1099 for the ARV of the prize for the tax year in which the prize was awarded.**

7. **GENERAL PRIZE CONDITIONS:** Prizes are non-transferable prior to awarding. No cash alternative or prize substitutions will be allowed, except Sponsor reserves the right to substitute a prize of comparable value or provide a cash option (at Sponsor's discretion) 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 and winners agree to release and hold harmless, Sweepstakes Entities, the MLS 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, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation, connection with, or attempt to participate in the Sweepstakes or receipt or use or misuse 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, the MLS Entities, and its designees and assigns may use the winner's name, voice, likeness, photograph, quotes, statements, opinions, biographical information and/or hometown and state, 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 and winners 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: **BODYARMOR BTS 22**, Attn: Winners List, 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.

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