

# OLLY Back to School Sweepstakes

## Official Rules

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

### 1. Eligibility

OLLY Back to School Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States (and the District of Columbia) and Puerto Rico, who are eighteen (18) years of age or older at the time of entry. Void where prohibited. Employees of Ibotta, Inc., OLLY Public Benefit Corporation and their respective parents, affiliates, subsidiaries, distributors, sales representatives, and all other service agencies involved with the Sweepstakes and members of their immediate family (spouse, parents, siblings and children) and household members (whether related or not) of each such employee are not eligible to participate or win. To enter the Sweepstakes or receive a prize, you must fully comply with the Official Rules and, by entering, you represent and warrant that you agree to be bound by these Official Rules and the decisions of the Sponsor, whose decisions shall be binding and final in all respects relating to this Sweepstakes.

### 2. Sponsor and Administrator

Sponsor: OLLY Public Benefit Corporation, 415 Jackson Street, Flr 2, San Francisco CA 94111.

Administrator: Universal Promotions, Inc., 980 Walnut Street, Pittsburgh, PA 15234.

### 3. Timing

Sweepstakes begins on June 30, 2021 at 12:01 a.m. MST and ends July 31, 2021 at 11:59 p.m. MST ("Sweepstakes Entry Period"). The Sweepstakes is governed by these Official Rules and is subject to all applicable federal, state and local laws.

### 4. How to Enter

There are two ways to enter during the Sweepstakes Entry Period:

- Enter Via Ibotta. You must be a member of Ibotta. Becoming a member is free. You can become a member online at <https://ibotta.com/register> or by downloading the free App and following the registration instructions. Once registered you will be able to earn one (1) entry into the Sweepstakes every time you buy and redeem one of the follow through the Ibotta App: i) SAVE \$0.75 - \$2.00 on ONE (1) Olly Gummies any variety; ii) SAVE \$2.00 - \$4.00 on ONE (1) Olly Soft Gels any variety; iii) SAVE \$2.50 - \$4.00 on ONE (1) Olly Future is Female any variety; or iv) SAVE \$1.00 - \$2.00 on ONE (1) Olly Immunity Powders any variety. When you make your purchase, you will be placed in a bucket for one of nine participating retailers (RiteAid, CVS, Walmart, Wakefern, Kroger, Meijer, HyVee, Hannaford, and Wegmans) or a tenth for all other retailers.
- Website Entry Method. To enter the Sweepstakes without using Ibotta you must visit [www.universal-promotions.com/sweeps/ollyBTS](http://www.universal-promotions.com/sweeps/ollyBTS) and follow the online instructions to complete and successfully submit an online form. This includes selecting one of the nine participating retailers or a tenth option for 'other retailers'. Entrant must complete the online form with Entrant's full name, physical address, valid email address, and check the box, "I agree to the terms and conditions of the Official Rules". When you complete a website entry form you will automatically receive one (1) entry into the Sweepstakes.

Limit of ten (10) entries per person during the Sweepstakes Entry Period regardless of method of entry. Multiple participants are not permitted to share the same email address or Ibotta account. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant's plays and that participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified.

#### **5. Winner Determination**

On or about August 2, 2021 Administrator will select one (1) entry for each prize described below in a random drawing of all valid entries received from each participating retailer and the 'other retailers'. The potential winners will be contacted using the email address provided with the registration and may be awarded the prize subject to verification of eligibility and compliance with the terms of these Official Rules. The potential winner will be notified by email on or about August 3, 2021. The potential winner will first be notified by the Sponsor and then the Administrator. Failure by a potential winner to respond to any contact within forty-eight (48) hours of notification will result in disqualification and Administrator will select an alternate potential winner in the same manner. Odds of winning a Sweepstakes prize depend on the number of eligible entries received during the Sweepstakes Entry Period for each participating retailer. Limit of one prize per person.

**6. POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR AND/OR ADMINISTRATOR. SPONSOR AND ADMINISTRATOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, SELECTION OF THE WINNERS AND OTHER MATTERS RELATED TO THE SWEEPSTAKES.**

#### **7. Verification of Potential Winners**

Potential winners may be required to complete and return an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law) (collectively, the "Affidavit") by the date specified by Sponsor, or an alternate potential winner may be selected. In the event: (a) potential winner cannot be reached for whatever reason after a reasonable effort has been exerted or the potential winner notification or Affidavit is returned as undeliverable; (b) potential winner declines or cannot accept, receive or use the prize for any reason; (c) of noncompliance with the above or within any of the aforesaid time periods; (d) potential winner is found to be ineligible to enter the Sweepstakes or receive the prize; (e) potential winner cannot or does not comply with the Official Rules; or (f) potential winner fails to fulfill the Affidavit-related obligations, the potential winner shall be disqualified from the Sweepstakes and an alternate potential winner may be selected in a random drawing from among the other eligible entries received. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of alternate potential winner, if any.

#### **8. Grand Prizes**

Ten (10) grand prizes will be awarded. One for each of the nine participating retailers and one for the 'other retailers. Each grand prize winner will receive a year's supply of their favorite 2 OLLY items. Approximate retail value of each grand prize is \$400. For all prizes: Prize is non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the listed prize for one of equal or greater value for any reason. Winner (or parent / legal guardian if winner is a minor) is responsible for all taxes and fees associated with prize receipt and/or use. All federal, state, and local tax liabilities, as well as any other costs and expenses not

specified herein as being awarded are the sole responsibility of the Winner. Winner may be required to complete and return an IRS W-9 form (i.e. Request for Taxpayer Identification Number and Certification). Prize will be awarded only if the potential prize winner fully complies with these Official Rules. Approximate maximum retail value of all prizes is \$4,000.

#### **9. Entry Conditions and Release**

Each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of Sponsor and Administrator which are binding and final in all matters relating to this Sweepstakes; (b) defend, indemnify, release and hold harmless the Sponsor, Administrator, Ibotta Inc. and their respective parent, subsidiary, and affiliated companies, celebrities, and any other person and organization responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry. Winners acknowledge that all prizes are awarded as-is without warranty of any kind.

#### **10. Publicity**

Except where prohibited or restricted by law, winner's acceptance of prize constitutes the winner's agreement and consent for Sponsor and any of its designees to use and/or publish winner's name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by winner regarding the Sweepstakes or Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval.

#### **11. General Conditions**

Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors shall not have any obligation or responsibility, including any responsibility to award any prize to entrants, with regard to: (a) entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) entrants who have committed fraud or deception in entering or participating in the Sweepstakes or claiming the prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the winner to accept the prize for any reason; (f) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this Sweepstakes or any

promotion or prize related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (a) tampering with the entry process or the operation of the Sweepstakes, or with any Website promoting the Sweepstakes; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Sweepstakes multiple times with multiple email addresses or the use of any robotic or automated devices to submit entries. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Sweepstakes, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Sweepstakes, including the entire Sweepstakes, and/or modify the Sweepstakes and/or award the prize from all eligible entries received as of the termination date.

## **12. Limitations of Liability**

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Sweepstakes; (d) technical or human error in the administration of the Sweepstakes or the processing of registrations; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's registration is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes. No more than the stated number of each prize will be awarded.

## **13. Disputes**

Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate California State Court located in San Francisco County, California; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (d) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages 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 LIMITATIONS 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 the entrant and Sponsor in connection with the Sweepstakes, 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 (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

## **14. Sweepstakes Results**

To obtain the prize winner list, send a self-addressed, stamped envelope to: Universal Promotions, Inc., 980 Walnut Street, Pittsburgh, PA 15234; Attn: OLLY Back to School Sweepstakes - Winners List. Requests must be received by 9/1/21.

**15. Official Rules**

To obtain a copy of Official Rules visit [www.universal-promotions.com/sweeps/ollyBTS](http://www.universal-promotions.com/sweeps/ollyBTS). In the event of a conflict between these Official Rules and if any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Sweepstakes-related materials, the terms and conditions of these Official Rules shall prevail, govern and control to the fullest extent permitted by law.