

# **JUICE PLUS+ FAMILY THEME PARK VACATION SWEEPSTAKES**

## **OFFICIAL RULES**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN**

## **DESCRIPTION**

Internet Access Required. The “Family Theme Park Vacation Sweepstakes” (the “Contest”) begins on Saturday, June 1, 2019 and ends on Wednesday, July 31, 2019 at 11:59:59 am Eastern Time (“Entry Period”). The sponsor of this Contest is The Juice Plus+ Company, 140 Crescent Drive, Collierville, TN 38017 (“Sponsor”).

## **ELIGIBILITY**

The Contest is open to legal residents of the United States who are physically located and residing in the fifty (50) United States and Washington, DC, and must have an active Automatic Recurring Order with the Juice Plus+ Company as of the commencement of the Entry Period. Employees, franchise partners, and agency partners together with the immediate family members and/or those living in the same household of such persons as of their date of entry are not eligible to participate in the sweepstakes. You must be 18 years of age or older to submit a contest entry. Subject to all applicable federal, state and local laws and regulations. Void where prohibited. Participation constitutes participant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the contest. Winning a Prize Pack is contingent upon fulfilling all requirements set forth herein.

## **HOW TO ENTER**

Eligible entrants may enter the Contest by submitting a photo on Instagram using the hashtag (#hsfsweepstakes). Limit of one (1) entry per person, per day. If entries exceed the entry limitations, the Entrant may be disqualified. Winner will be chosen via random drawing at the close of the Entry Period from eligible entries. All information provided by the Entrant becomes

property of the Sponsor. Participation in the Contest constitutes Entrant's understanding of, full and unconditional agreement to, and acceptance of these Official Rules. This contest is on Instagram, however, if entrant does not have an account, they can submit photos to [hsfsweepstakes@juiceplus.com](mailto:hsfsweepstakes@juiceplus.com).

All entries must comply with the following:

- **must be entirely the original work of the entrant;**
- **must not have been submitted previously in a promotion of any kind and has not been exhibited or distributed previously in any media;**
- **must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased (e.g., names, logos, symbols, slogans, photographs that belong to others, photographs of other people, quotes from other people, or parodies of other people);**
- **must not disparage Sponsor or any other third party (e.g., any person, product, location, retailer, company or brand);**
- **must not in any way contain any names, logos, symbols, slogans, parodies or trademarks of any brand other than those of Sponsor;**
- **must not include personally-identifiable information;**
- **must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous, or features gratuitous violence dangerous stunts, real weapons of any kind, or drug use;**
- **must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;**
- **must not contain material that is unlawful, in violation of, or contrary to any laws or regulations;**
- **must have been legally created (i.e., does not violate any laws or regulations in the making of the photo); and must comply with all requirements of Instagram.**

Sponsor has the right to change the Entry Period, and all other dates or deadlines set in connection with this Contest at any time and at its sole discretion.

## **ODDS**

Odds of winning depend on number of eligible entries received during Entry Period.

## **WINNER SELECTION AND NOTIFICATION**

At the conclusion of the Entry Period, one winner will be selected via random drawing from all eligible Entries received in accordance with the rules above. The potential winner will be notified by Direct Message on the Instagram Account or email address that is associated with the entry. The potential winner is responsible for checking his/her direct message mailbox. The potential winner will be required to respond (as directed) to the notification within five (5) days of attempted notification. The failure to respond within the stated time period may result in forfeiture of the Prize. The potential winner will be required to verify address, sign, and return within five (5) days of initial notification one or more declaration forms covering eligibility, liability, advertising and (unless prohibited by law) publicity rights and such other documents as Sponsor may provide (collectively, "Prize Acceptance Forms").

Failure of a potential winner to return the Prize Acceptance Forms within the specified time period may result in forfeiture of the Prize and selection of an alternate potential winner from the remaining eligible entries.

Administrator, in its sole discretion, will attempt to contact up to three (3) potential winners in accordance with the above procedure, after which the Prize in question may go unawarded if it remains unclaimed. If Prize is awarded but goes unclaimed or is forfeited by recipient, such Prize may not be re-awarded, in Contest Entities' sole discretion. Winner's travel companions (each a "Guest" or collectively "Guests") must be at least eighteen years of age and the age of majority in his/her state/province or jurisdiction of primary residence unless the winner is such Guest's parent or legal guardian. Each Guest (or if such Guest is a minor, the parent or legal guardian) will be required to verify address and to execute a Travel Companion Release, as directed by the Administrator. Failure to return the

executed Travel Companion Release within the specified time period may result in forfeiture of the Trip for the Guest. The winner must provide Sponsor with a valid social security number for tax reporting purposes. The winner will receive an IRS Form 1099 from the Sweepstakes Entities for the actual retail value of the Grand Prize for the calendar year in which the Grand Prize was fulfilled.

## **PRIZE**

There is one (1) Prize available. The prize consists of (4-night / 3-day) trip for the winner and up to three (3) guests to Orlando, Florida or Anaheim, California (the "Trip"). The Trip includes:

- **Round-trip economy class air transportation for the winner and up to three (3) guests to MCO (Orlando, Florida) or LAX (Los Angeles, CA) from a major airport near the winner's residence (as selected at the sole discretion of Sponsor).**
- **Hotel accommodations for four (4) consecutive nights for the winner and his/her Guests at a hotel selected by the Sponsor (one room, quad occupancy, room & tax only).**
- **Three single- day, one- park admission tickets to Disney World or Disneyland parks for winner and up to three guests. Park tickets are non-refundable, non-transferable and will have an expiration date after first use.**
- **Disney Dining Plan (as chosen by sponsor) will be covered for winner and up to three (3) guests. Food and beverage outside of the Disney Dining package will not be included. No alcoholic beverages included.**
- **No additional costs (food, beverage, transportation, service tips) will be covered beyond what is specified above.**

Approximate Retail Value ("ARV") of Trip: USD \$4,900.00

**TRAVEL MUST BE COMPLETED WITHIN 12 MONTHS OF PRIZE WINNER CONFIRMATION** Actual Prize value depends on winner's place of residence and cost and availability of airfare and hotel at the time of booking and travel and may be substantially higher or lower than stated ARV. Blackout dates may apply. All Prize details are at the sole discretion of the Sponsor. Prize winner cannot assign or transfer the prize to another

person. No cash alternative is allowed, except at the sole discretion of Sponsor. If the Prize cannot be awarded due to circumstances beyond the control of Sponsor, a substitute prize of equal or greater retail value may be awarded. If the winner is unable or unwilling to accept the Prize, or any portion thereof, as stated, the Prize may be forfeited in its entirety at the sole discretion of Sponsor. The value of the Prize represents the Sponsor's good faith determination of the maximum retail value thereof. No refunds or credits for changes are allowed. The ARV of any prize is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the Grand Prize is awarded or redeemed. All other expenses and costs, not expressly listed above, including, but not limited to, taxes, tips, entertainment, transfers, as well as seat assignment or baggage fees determined by selected airline are winner's sole responsibility. Other restrictions may apply. Winner and Guests agree that they undertake the Trip at their own risk, and that Sponsor shall not obtain insurance on their behalf. Winner and Guests must travel together on the same itinerary, including the same departure date, destination and return date and must have valid travel documents (e.g., valid government issued photo ID and/or Passport) prior to departure. Failure to do so will result in forfeiture of \Prize. Sponsor will not replace any lost or stolen tickets, travel vouchers or certificates. Once travel commences, no unscheduled stopovers are permitted; if an unscheduled stopover occurs, full fare will be charged from stopover point for the remaining segments, including return, of the Trip. Sponsor is not liable for any expenses incurred as a consequence of flight cancellation/delay. All air transportation tickets are subject to the vagaries of flight variation, work stoppages and schedule or route changes. If the closest airport to a Prize winner's home is in close enough proximity to Orlando, Florida or Los Angeles, California so that, as Sponsor may determine in its sole discretion, a flight is unnecessary, such Prize winner will receive alternate transportation from the Sponsor with no further obligation to the winner. Prize winner will not receive cash or any other form of compensation if actual travel costs are less than the Prize ARV in these Official Rules. Sponsor reserves the right to structure the travel route, travel dates and select hotels in its sole discretion. Trip may not be combined with any other offer and travel may not qualify for frequent flyer miles.

## CONDITIONS OF PARTICIPATION/RELEASES

Sponsor, in its sole discretion, may designate a travel agency to handle Prize fulfillment on Sponsor's behalf. All federal, state provincial, territorial, and local laws and regulations apply. By participating, each Entrant agrees to be bound by these Official Rules and the decisions of the Sponsor, which shall be final in all respects. Each Entrant (including each potential winner and the winner) hereby releases the Sponsor, and each of their suppliers, distributors, advertising/promotion/public relations agencies and prize suppliers and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from any and all actions, claims, injuries, death, losses or damages arising in any manner, directly or indirectly, from participation in this Sweepstakes and/or acceptance or use of a Prize. Winner hereby grants to the Sponsor the irrevocable, royalty-free right and license to use his/her photo, video, name, voice, likeness, biographical data or information, city, state or territory/province of residence and entry materials in advertising, marketing, programming, research or promotional activities, worldwide in perpetuity, and on a winner's list, if applicable, without further compensation unless prohibited by law. Winner and Guests may be asked to participate in select publicity activities, as determined at the sole discretion of the Sponsor, unless prohibited by law. Sponsor is not obligated to use any of the above-mentioned information or publicity materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without further obligation or compensation. The Released Parties shall not be liable for: (i) any injuries, losses, liabilities or damages of any kind including personal injury or death caused by the Prize or resulting from acceptance, possession or use of a Prize including participation in any activity or travel related thereto, or from participation in the Contest; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) late, lost, delayed, stolen, misdirected, postage-due, incomplete, unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (v) any inability of winner to accept or use any Prize (or portion thereof) for any reason and such Prize or portion thereof shall be forfeited; or (vi) any printing,

typographical, human administrative or technological errors in any materials or activities associated with the Contest which are beyond the reasonable control of any of the Released Parties. Sponsor disclaims any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Contest. Sponsor reserves the right, in their sole discretion, to cancel, modify or suspend the Contest (or any portion of the Contest) at any time for any reason or should a virus, bug, computer problem, unauthorized intervention, extenuating circumstance or other problem/cause corrupt or inhibit the administration, security or proper play of the Contest and, in such situation, will select the winner from eligible non-suspect entries received prior to and/or after such action or in such manner as deemed fair and appropriate by the Sponsor. Sponsor may prohibit Entrant from participating in the Contest or winning a Prize if, in its sole discretion, it determines Entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or any other unfair practices or intending to annoy, abuse, threaten or harass any other Entrants or Sponsor's representatives. ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE SWEEPSTAKES. SHOULD SUCH AN ATTEMPT BE MADE, SWEEPSTAKES ENTITIES RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY AWARD AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED, (IF ANY), NOT TO EXCEED TWO HUNDRED FIFTY DOLLARS (\$250.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND 3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL,

CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

## **INDEMNITY**

To the extent permitted by law, each Entrant (including each potential winner and the winner) shall indemnify, defend and hold harmless the Released Parties from and against any and all claims, damages, actions, liability, loss, injury or expense, including reasonable attorneys' fees and costs, arising out of or in connection with: (a) participation in the Contest; (strong) a breach or allegation which if true would constitute a breach of any of the representations, warranties or obligations herein; and (c) acceptance, possession, grant, or use of any prize, including without limitation, personal injury, death and property damage arising therefrom.

## **DISPUTES**

This Contest is governed by the laws of the United States without respect to conflict of law doctrines. As a condition of participating in this Contest, participants agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Tennessee having jurisdiction. Further, in any such dispute, under no circumstances will participants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (e.g. costs associated with entering), and participant further waives all rights to have damages multiplied or increased.

## **GENERAL CONDITIONS**

Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individuals,

including but not limited to, any found to be tampering with the operation of the Contest or to be acting in violation of the Contest guidelines. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.

## **OFFICIAL RULES OR WINNERS' NAMES**

For a copy of these Official Rules or the Winner's name (available after 9/1/19), send a self-addressed, stamped envelope to the following address (and please specify "Official Rules" or "Winners List"): Juice Plus® Healthy Starts for Families Contest, 140 Crescent Drive, Collierville, Tennessee, 38017.

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