## TERMS AND CONDITIONS CORE HYDRATION® X USA GYMNASTICS PROMOTION

(the "Promotion", which consist of a Reward Program and a Sweepstakes)

INTERNET AND EMAIL ACCOUNT REQUIRED TO PARTICIPATE IN THE REWARD PROGRAM. NO PURCHASE NECESSARY TO ENTER THE SWEEPSTAKES. VOID WHERE PROHIBITED. PURCHASE DOES NOT IMPROVE CHANCE OF WINNING IN SWEEPSTAKES. GOVERNED BY LAWS OF THE STATE OF TEXAS. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

Promotion: CORE Hydration® x USA Gymnastics Promotion (the "Promotion")

Sponsor: Core Nutrition, LLC, 6425 Hall of Fame Lane, Frisco, TX 75034

Administrator: TPG Rewards, Inc., 19790 West Dixie Hwy, Suite 808, Aventura, FL 33180

Eligible States: 50 United States and District of Columbia

Minimum Age: Must be at least 18 or older at time of participation

DATES:

**Start Date**: 12:00:01 pm Eastern Time ("**ET**"), 5/1/24

End Date: 11:59:59 pm (ET), 8/31/24 Entry Receipt Deadline: 11:59:59 pm (ET), 8/31/24 Promotion Period: Start Date to End Date

Winners List Request Deadline: 10/31/24

ADDRESSES:

Promotion Website: www.corehydrationrewards.com

Winners' List Address: CORE Hydration® x USA Gymnastics, Attn: Winners List,

P.O. Box 930175, Wixom, MI 48393-0175.

**PROMOTION DESCRIPTION:** The Promotion allows consumers to go to the Website to register for the rewards program ("**Rewards Program**") to earn points ("**Points**") by purchasing eligible CORE Hydration® products and redeeming those Points for rewards (while supplies last) or sweepstakes entries for the Sweepstakes Prize drawing (the "**Sweepstakes**"), as described herein. Becoming a member of Rewards Program and participation in the Sweepstakes is free. By participating in the Promotion, each participant unconditionally accepts and agrees to comply with and abide by these Official Terms and Conditions and the decisions of Sponsor, which shall be final and binding in all respects.

**ELIGIBILITY**: To participate you must be a legal United States resident residing in the fifty (50) United States or District of Columbia and must be at least eighteen (18) years of age or older as of the date of entry ("**Entrant**"); and not listed on the U.S. Center for SafeSport Centralized Disciplinary Database (<a href="https://uscenterforsafesport.org/response-and-resolution/centralized-disciplinary-database">https://uscenterforsafesport.org/response-and-resolution/centralized-disciplinary-database</a>). You are not eligible if you or a member of your immediate family or household (whether or not related) is an (A) employee, officer or director of any Promotion Party; or (B) owner/operator or person responsible for purchasing or promotion decisions at retailers of Sponsor products.

"Immediate family" means spouses, parents, children, siblings and step-parents/children/siblings, whether or not living at the same residence.

"Promotion Part(ies)" means Sponsor, its bottlers or distributors, USA Gymnastics ("USAG"), Administrator, their respective parents, subsidiaries and affiliates, their promotion partners, advertising or promotion agencies, promotion materials suppliers, website developers, judging organizations, auditing or legal firms and other parties

engaged in the promotion, administration or execution of the Promotion, and all of their employees, officers, directors and agents.

## **HOW IT WORKS - REWARDS PROGRAM:**

- 1. During the Promotion Period, go to <a href="www.corehydrationrewards.com">www.corehydrationrewards.com</a> (the "Website"); hosted by the Administrator) and follow the on-screen instructions to register for the Rewards Program, or, if you already have an account, follow the directions to log-in to your Rewards Program account.
- 2. Purchase participating CORE Hydration® products (each, a "Qualifying Product" and collectively, the "Qualifying Products") during the Promotion Period and upload your receipts at the Website as directed. Receipts must be uploaded by 8/31/24. Product returns/exchanges and rainchecks from before the Promotion Period will not be eligible. Only purchases of Qualifying Products made inside the U.S. or from U.S. Military Commissaries are valid for this Promotion. Receipt upload 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) Qualifying Product ("Required Information"). All Required Information must be legible in your image(s). For longer receipts, you may upload a picture of the receipt folded ensuring that it shows the Required Information. Blurry and/or unreadable receipt images will be rejected. Star the Qualifying Product purchase(s) 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 POINTS. A list of Qualifying Products and associated Point Values are below.
- 3. Redeem your Points for Rewards. To redeem your Points, go to the Website and locate the Rewards Catalogue and follow the instructions to select the item you would like to receive. If you are redeeming a Reward, you will be asked to provide your mailing address for Reward shipment. Please allow 6 8 weeks for receipt of Reward. Reward Program members may redeem their Points for Rewards until 9/15/24. Any unused Points in a participant's Rewards Program account after the conclusion of the Promotion will be void. Note: Any previously earned Points that have been earned in an entrant's account for any other reward program offered by the Sponsor may not be used in this Promotion.

## **Qualifying Products and their Point Values:**

- Any CORE Hydration® Single products (20 oz., 23.9 oz., 1L, 44 oz.) = 5 Points per product
- Smaller CORE Hydration® multi-packs (6 packs 16.9 oz., 1L) = 10 Points per package
- Any CORE Hydration<sup>®</sup> larger pack sizes (greater than 6 count 12 packs, 15 packs (23.9 oz.)) = 15
   Points per package

Qualifying Products available at participating retailers during the Promotion Period. Not all brands or packages may be available in all retailers. You must obtain a purchase receipt via legitimate retail purchase or enter the Sweepstakes ONLY via the free entry method noted below. Purchase receipts may not be sold, bartered or transferred.

The following Rewards are available during the Promotion Period:

Item #	Reward	Point Values/Criteria	Limit Per Consumer	Total Quantity
1	1 Free <b>CORE Hydration</b> <sup>®</sup> single 1L bottle* ARV up to \$2.99	50 Points	1	1,500*
2	1 Free <b>CORE Hydration</b> ® 6-pack ARV up to \$10.99	50 Points	1	1,500**

	Scrunchie Set	50 Points		350
3			1	
	Shoe Charm Set	50 Points		350
4			1	
5	Tank Top	150 Points		50†
			1	
6	Trucker Hat	150 Points		250
			1	
7	40oz Stainless Steel	150 Points		250
	Tumbler		1	
8	Quarter Zip Pullover	250 Points		50†
			1	
9	T-Shirt	250 Points		50†
			1	·
10	Pullover Hoodie	250 Points		150†
			1	
11	Crossbody Bag	250 Points		150
			1	
12	Autographed Posters	400 Points		100
	(Actual poster to be awarded is subject to change. Images shown in advertising are for illustrative		1	
13	purposes only.)  Jacket	400 Points		50†
			1	
14	Windbreaker	400 Points		150†
			1	'

<sup>\*</sup>Reward to be issued in the form of Barcode Buck\$ via email to Reward Program member's email address associated with their account. Barcode Buck\$ may be used at retailers that accept them. For a complete listing of Barcode Buck\$ retailers for this reward, go to <a href="https://rewards.tpgrewards.com/coreh/terms.pdf">https://rewards.tpgrewards.com/coreh/terms.pdf</a>. Barcode Buck\$ expire 10/31/24.

<sup>\*\*</sup>Reward to be issued in the form of Barcode Buck\$ via email to Reward Program members email address associated with their account. Barcode Buck\$ may be used at retailers that accept them. For a complete listing of Barcode Buck\$ retailers for this reward, go to <a href="https://rewards.tpgrewards.com/coreh/terms10.pdf">https://rewards.tpgrewards.com/coreh/terms10.pdf</a>.

†Reward comes in multiple sizes. Sizes are available, while supplies last.

There are a limited quantities of rewards available in all reward categories – rewards are available while supplies last. Rewards are not guaranteed to be available throughout the entire Promotion Period.

## **HOW IT WORKS - SWEEPSTAKES ENTRY:**

4. <u>PURCHASE ENTRY</u>. To receive an entry for a qualifying purchase, follow step 1 and step 2 above in the Reward Program. Once you have uploaded your receipt with your qualifying purchase and it's been verified, you will receive one (1) entry into the Sweepstakes.

NO PURCHASE NECESSARY ENTRY. During the Promotion Period, you may also enter for free by sending a 3" x 5" piece of paper containing your full name, age, address, city, state, zip code, daytime phone number, and email address (if available) in an envelope with sufficient postage affixed to: CORE Hydration® x USA Gymnastics Promotion, Dept. # 861138, P.O. Box 5265, Kalamazoo, MI 49003-5265. Mail-in entry must be postmarked by 8/31/24 and received by 9/7/24. Sponsor is not responsible for lost, late, misdirected, illegible, incomplete, damaged, stolen, postage due or mutilated mail. Each mail-in entry must be mailed in a separate, outer stamped envelope.

You may not use more than one (1) name or residential address or email address or Rewards Program account in an effort to gain additional Rewards above the stated limits. You must complete your own receipt submission. No use of any automated, form filling, programmed or similar service or system. Sponsor shall have no liability for any printing, production, typographical, mechanical or other errors in the submission of receipts or point balances in participant's account. Sponsor reserves the right to delay the processing of Points in a participant's account, restrict access to your account or remove Points from an account if it determines if Points were improperly credited to such account. Points are not redeemable for cash, transferable or assignable for any reason, and are not transferable upon death, as part of a domestic relations matter or otherwise by operation of law. The sale, barter, transfer, or assignment of any Points, other than by Sponsor, is strictly prohibited.

Reward Program members will be notified by email if they are receiving a Reward that will be fulfilled electronically using contact information provided or collected at the time of account registration. Sponsor shall have no liability for any Reward that is lost, intercepted or not received by a participant for any reason. Participants who select a tangible Reward will receive the Reward at the address associated with their account as provided at the time of cashing out their points. Once a Reward has been selected, the order is final and the Points will be deducted from the participant's account. Points will not be refunded or placed back into a participant's account after an order has been placed. Participants are responsible for maintaining current account information, including email address and shipping address, as this information will be used to contact participants regarding their account and their current activity with the Promotion.

There is a maximum of twelve (12) Sweepstakes entries per person throughout the Promotion Period – regardless of method of entry. You may not use more than one (1) name or residential address or email address or Rewards Program account in an effort to gain additional entries above this limit. You must complete your own entry. No use of any automated, form filling, programmed or similar service or system.

**SWEEPSTAKES WINNER DETERMINATION**: On or about September 9, 2024, one (1) potential Sweepstakes prize winner will be determined via a random drawing from among all eligible entries received during the Promotion Period. Potential Sweepstakes prize winner 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 three (3) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Terms and Conditions or declines the prize for any reason prior to award, such prize will be forfeited and an alternate prize winner may be selected.

**SWEEPSTAKES PRIZE:** One (1) Sweepstakes Prize is available. Sweepstakes Prize consists of Ten Thousand and No/100 Dollars (\$10,000) Cash (for a home gym makeover) and one-year of free **CORE Hydration®** products (to be awarded in the form of one hundred (100) coupons; each good for one (1) free 6 pack of **CORE Hydration®** product (ARV up to \$10.99/each) ("**Sweepstakes Prize**"). Total ARV of Grand Prize is \$11,099.00. Odds of winning the Grand Prize depend on the total number of eligible entries received during the Promotion Period from all entry methods combined. Sweepstakes Prize may not be resold or offered for resale by the Sweepstakes Prize winner or any other person.

**GENERAL SWEEPSTAKES PRIZE CONDITIONS:** Except as otherwise noted herein, no cash alternative or prize substitutions will be allowed, except Sponsor reserves the right to substitute prize(s) of comparable value if a prize listed is unavailable for any reason. Sweepstakes 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. Any potential Sweepstakes Prize winner must execute and have notarized an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "**Prize Claim Documents**"). If winner fails or refuses to sign and return all Prize Claim Documents within five (5) days of prize notification (or a shorter time if required by exigencies), winner may be disqualified and an alternate winner may be selected. 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.

**PRIZE LIMITS:** Limit one (1) prize (valued \$600 or more) per person/household per 12 consecutive months from any promotion sponsored by Sponsor or any of its affiliates.

**GENERAL CONDITIONS:** Except as otherwise noted herein, no cash alternative or Prize/Reward substitutions will be allowed, may not be resold or offered for resale by the Prize/Reward recipient or any other person. Other restrictions may apply. Participants 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 an applicable Prize/Reward. Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any Reward furnished by third parties in connection with the Promotion.

GENERAL: By participating, you agree to abide by the Terms and Conditions and all decisions of Sponsor and its judges and administrators, which are final and binding in all respects. Non-compliance may result in disgualification. You are not a winner unless and until you have fully complied with the Terms and Conditions and all award processes have been completed (including affidavits and any verifications, if required by Sponsor). All entries must use your actual name and residential address (as on your driver's license or government ID) (no P.O. boxes). Entries become Sponsor's property and will not be returned. Winner may not substitute, transfer or redeem for cash all or any part of Sweepstakes Prize/Reward. If, for any reason, a Sweepstakes Prize/Reward cannot be awarded or winner is not capable of redeeming, Sponsor is not obligated to award it and reserves the right, in its sole discretion, whether or not to substitute the Sweepstakes Prize/Reward (or portion of Sweepstakes Prize/Reward) with a Sweepstakes Prize/Reward of comparable or greater value or cash value or, in the case of the Sweepstakes Prize, select an alternate winner for forfeited prize. If, for any reason, more Sweepstakes Prize/Rewards are claimed than the stated number, Sponsor reserves the right to randomly draw winners from eligible claimants. Winner is solely responsible for all taxes, if any, on prize and may be required to provide a W9 form to Sponsor or Administrator for any prizes valued at \$600 or more. Winner is responsible for any expense or item not specifically stated in the Terms and Conditions. Sponsor shall not be liable to the winner or any other person for failure to supply any prize, or any part thereof by reason of any event of force majeure, including without limitation, any acts of God such as an epidemic, pandemic (including foreseeable and ongoing effects of COVID-19) any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Sponsor's control.

**USE OF NAME/LIKENESS:** By accepting a Sweepstakes Prize/Reward, you grant Sponsor (and its designees) the right to use your name and/or likeness for advertising purposes in any medium, without further compensation, except as prohibited by law.

**ACCOUNT HOLDER**: If disputed, entry will be deemed made by the natural person who is assigned to the account by the applicable provider or organization that assigns the phone, email or other account number.

**LIMITATIONS**: Neither Sponsor, Administrator, any reward entity and their respective agents, representatives, officers, directors, shareholders and employees ("Promotion Parties") is responsible for any:

- lost, late, damaged, incomplete, illegible, misdirected, or undeliverable entries/submissions;
- email, network, electronic, software, equipment, service, processing, accessibility or other errors, failures or issues:
- unauthorized access, tampering, hacking, theft or destruction; or
- other technical or human error related to the promotion, execution or administration of the Promotion.

**VIOLATIONS**: Sponsor may, in its sole determination, disqualify anyone it believes has not complied with the Terms and Conditions, may be tampering or acting in a non-sportsmanlike, disruptive, abusive, harassing or threatening manner.

**CAUTION**: ATTEMPTS TO UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY VIOLATE CIVIL AND CRIMINAL LAWS AND SPONSOR MAY SEEK REMEDIES TO THE FULLEST EXTENT UNDER LAW.

**CHANGES**: Sponsor may, in its sole determination, cancel or modify any aspect of the Promotion or Terms and Conditions for any reason which Sponsor, in its sole opinion, deems affects the promotion, execution or administration of the Promotion (whether tampering, technical or human error, application of new or existing laws/regulations, or other issues).

LIABILITY RELEASE: BY PARTICIPATING, YOU RELEASE AND AGREE THAT NEITHER SPONSOR NOR ANY PROMOTION PARTY WILL BE RESPONSIBLE OR LIABLE FOR ANY CLAIMS, ACTIONS, DAMAGES, LOSSES, COSTS, EXPENSES AND LIABILITY OF ANY KIND (INCLUDING PROPERTY DAMAGE, PERSONAL INJURIES AND/OR DEATH, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, COUNSEL FEES AND COURT COSTS) ARISING FROM ANYTHING RELATING TO:

- PROMOTION, EXECUTION OR ADMINISTRATION OF THE PROMOTION (OR YOUR PARTICIPATION), INCLUDING BUT NOT LIMITED TO, ANY TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE PROMOTION OR THE PROCESSING OF THE ENTRY/SUBMISSION;
- CANCELLATION OR MODIFICATION OF ANY ASPECT OF THE PROMOTION;
- USE OF ANY WEB SITE RELATED TO THE PROMOTION OR MATERIALS ON THEM, INCLUDING BUT NOT LIMITED TO, ANY TECHNICAL FAILURES OF ANY KIND, MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN THE NETWORK HARDWARD OR SOFTWARE;
- ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF ANY PRIZE/REWARD;
- ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY REWARD PROGRAM MEMBERS, ERRORS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE PROGRAM.

INDEMNITY: By participating, you further agree to indemnify and hold harmless the Promotion Parties and their respective agents, representatives, officers, directors, shareholders and employees from and against any injuries, losses, damages, claims, actions and liability of any kind resulting from or in connection with the Promotion or the Prizes/Rewards.

**NO WARRANTY**: ALL PRIZES/REWARDS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

SOME JURISDICTIONS MAY NOT ALLOW EXCLUSIONS OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CHECK YOUR LOCAL LAWS.

**DISPUTES**: IF NOT RESOLVED THROUGH DIRECT DISCUSSIONS, ANY DISPUTE OR CLAIM SHALL BE RESOLVED BY FINAL BINDING ARBITRATION WITH AN EXPERIENCED ARBITRATOR LICENSED TO PRACTICE LAW IN TEXAS. VENUE FOR ANY PROCEEDINGS WILL BE IN COLLIN COUNTY, TEXAS. REMEDIES SHALL BE SUBJECT TO ALL LIMITATIONS AND RELEASES IN THESE RULES, BE LIMITED TO ACTUAL OUT OF POCKET DAMAGES, AND SHALL NOT, IN ANY EVENT, INCLUDE ANY PUNITIVE,

EXEMPLARY, CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES, ATTORNEY'S FEES OR OTHER COSTS OR BRINGING A CLAIM, OR ANY INJUNCTIVE OR OTHER EQUITABLE RELIEF.

BY PARTICIPATING IN THE PROMOTION, ENTRANTS AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED/REWARD PROVIDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (B) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.

**USE OF DATA:** All information submitted by you will be treated according to Sponsor's Privacy Policy. By participating in the Promotion and providing any applicable contact information, you hereby agree to Sponsor's collection and usage of your personal information and acknowledge that you have read and accepted Sponsor's Privacy Policy available at <a href="https://www.keurig.com/content/privacy-policy">https://www.keurig.com/content/privacy-policy</a>.

**ADMINISTRATION**: Administrator is responsible for the processing of entries, receipt submissions and administration of the Promotion. Contact Administrator at its above address with any questions, comments or problems.

**FOR A WINNERS' LIST**: Mail a self-addressed stamped envelope to Winners List Address above by the Winners List Request Deadline. List will be sent once prize awarded.