

**FAIRLIFE GIVEAWAY OFFICIAL RULES**  
**NO PURCHASE NECESSARY**  
**VOID WHERE PROHIBITED**

1. **Promotion Period:** This fairlife Giveaway (“Promotion”) begins at 9:01 AM Eastern Time (“ET”) on November 12, 2024 and ends at 11:59 PM ET on November 19, 2024 (“Promotion Period”).
2. **Eligibility:** THIS PROMOTION IS OPEN ONLY TO LEGAL RESIDENTS WHO ARE 18 YEARS OF AGE OR OLDER AS OF DATE OF ENTRY AND LIVING IN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA, EXCLUDING FLORIDA, NEW YORK AND RHODE ISLAND DUE TO STATE REGULATIONS. Employees of fairlife, LLC (“Sponsor”) and any of their affiliates, parents, subsidiaries, suppliers, prize providers, and advertising and promotion agencies associated with the Promotion are not eligible. By entering the Promotion, entrants accept and agree to be bound by these Official Rules. By entering the Promotion, participants (“Entrants”) are bound by and agree to these Official Rules. All federal, state, and local laws and regulations apply. Void where prohibited by law.

3. **How To Enter:** To enter the Promotion:

Entry Form: Visit <https://fairlife.com/fairlife-holidays/> during the Promotion Period, and follow instructions to complete and submit the entry form, which will include your name, address, email address, telephone number, Instagram handle (optional) and age confirmation (an “Entry”).

Any attempt by any entrant to enter by using multiple/different email addresses, mailing addresses, identities, registrations and logins, or any other methods will void such Entries and that entrant may be disqualified. Use of any automated or computer system to participate online is prohibited and will result in disqualification. Normal Internet/phone access and data/usage charges imposed by your online/phone service may apply.

All Entries must be received during the Promotion Period to be entered. All Entries must adhere to the Entry restrictions and the entire Official Rules of the Promotion and guidelines set forth herein. Any Entry that does not adhere to these Entry restrictions, the Official Rules or the guidelines of any Entry site is subject to disqualification from the Promotion.

4. **Rights:** Once submitted, Entries become the sole property of Sponsor and cannot be modified by entrant. By submitting an Entry, each entrant gives permission (and warrants and represents that he/she has obtained all rights necessary from third parties to give such permission and grant the license herein described) to Sponsor and its licensees, sublicensees, successors, and assigns, the exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable, sublicensable right and license (including but not limited to, all intellectual property and proprietary rights including without limitation patents, trademarks, and copyrights) to use, perform, exhibit, reproduce, manufacture, construct, tailor, distribute, sell, offer to sell, import and/or otherwise exploit the Entry in any manner and in any and all distribution channels, venues or media now known or hereafter devised (collectively, the “License”). The rights granted pursuant to the License shall also include, without limitation, the right to: (a) change, alter, distort, edit or revise the Entry, or any part thereof; and (b) make derivative works based on the Entry, or any part thereof. Entrant agrees to sign any documents required by Sponsor upon request (and without compensation) to

confirm such License. Entrant further agrees that (a) Sponsor does not owe him/her a duty of confidence (or fiduciary duty or the like) and that he/she has no expectation of privacy as to his/her entry and (b) Sponsor has wide access to ideas, stories, designs and other literary/artistic materials submitted to it from outside sources or being developed by its own employees and that such ideas/stories/designs/literary/artistic materials may be competitive with, similar to (or even identical to) his/her Entry and that Sponsor shall have no liability to entrant or any third party in conjunction therewith.

Sponsor grants to each qualified entrant a limited, non-transferable, non-exclusive, non-sublicensable, revocable right to use its and/or its licensor's trademarks solely for purposes of and limited to their Entry submitted in this Promotion; such right and license will automatically expire without further act of any party at the expiration of the Promotion Period, unless specifically extended on an individual basis by Sponsor in writing in its sole discretion. Any other use of Sponsor's and/or its licensors' trademarks will be a violation of Sponsor's or its applicable licensors' intellectual property rights.

5. **Random Drawing:** The Prize winners will be selected in a random drawing on or about November 20, 2024 or within five (5) business days after the end Promotion Period. The random drawing will be conducted by the Sponsor. The decisions of the Sponsor are final and binding on all matters relating to the Promotion. The odds of winning a prize depend on the total number of eligible Entries received during the Promotion Period in accordance with these Official Rules. Prizes will be awarded provided a sufficient number of eligible Entries are received for each drawing.
6. **Winner Notification/Verification:** The Prize winners will be notified by email or telephone within five (5) business days after the end of the Promotion Period. Failure to reach any potential winner within the timeframe stated above or return of any prize notification as undeliverable may result in disqualification and an alternate winner may be selected. Potential winners are subject to verification by Sponsor and/or Sponsor's designated agent, whose decisions are final and BINDING IN ALL MATTERS RELATED TO THE PROMOTION.
7. **Prizes and Approximate Retail Values ("ARV"):** Up to five hundred sixty (560) winners will be selected. Each winner will receive a *fairlife hot chocolate bar kit: 1 wooden display tray, 5 mason jars with toppings, 5 wooden spoons, 10 cups/cup sleeves, 10 napkins, table runner, \$10 visa gift card to purchase fairlife Ultra-Filtered Milk* (Total ARV: \$105.00). Any and all taxes on the prize will be the responsibility of the winners. Sponsor shall not be responsible for any delays, damage in the delivery of the prize, and/or loss of any prize in connection with delivery of the prize via mail. In the event that there is an insufficient number of eligible entries, Sponsor reserves the right not to award the prizes. Any portion of the prize not accepted or unclaimed and/or unused by the Promotion winner will be forfeited and will not be substituted. Prizes are nontransferable, non-assignable, and no substitution or cash redemption is allowed, except that Sponsor reserves the right to award an alternate prize of equal or greater value if the advertised prizes are unavailable or more prizes in their sole and absolute discretion.
8. **General Rules:** Incomplete, corrupted, or untimely Entries are void and will be disqualified. Promotion Entities are not responsible for lost, late, incomplete, damaged or misdirected Entries/winner notification documents; lost, interrupted, or unavailable network, server, or other connections; or miscommunications, computer or software malfunctions, telephone transmission problems, technical failures, garbled transmissions, damage to a user's computer/phone

equipment (software or hardware), or other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise. Proof of Entry will not be deemed to be proof of receipt by Sponsor. In the event of a dispute as to the identity of an entrant, the authorized account holder of the email address, Instagram account used to enter will be deemed to be the entrant. "Authorized account holder" of an email address is the natural person in whose name the email address has been issued. Sponsor reserves the right to cancel, suspend and/or modify the Promotion, 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 Promotion, as determined by Sponsor in its sole discretion, and in the event of cancellation, the prizes will be awarded in random drawings from among all eligible Entries received for each applicable drawing in accordance with these Official Rules prior to cancellation. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS PROMOTION OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW; SHOULD ANY SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right at its sole discretion to disqualify any individual it finds: to be attempting to tamper with or undermine the Entry process, and/or the legitimate operation of the Promotion; to violate the Official Rules; or, to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Promotion is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect Entries and (a) modify the Promotion or suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; or (b) award the prizes at random from among all eligible Entries received for each drawing in accordance with these Official Rules prior to cancellation.

9. **Warranties and Representations; Release of Liability:** You hereby hold each of the Promotion Entities and each of their respective officers, directors, members, managers, employees, agents, representatives, successors and assigns (the "**Released Parties**") harmless from and against any third party claim arising from use of any Entry and you waive any right to inspect or approve uses of your Entry by Sponsor in connection with the Promotion or to be compensated for any such uses. Participating in the Promotion constitutes permission to the Sponsor to use a winners' name, address, likeness and Entry in connection with the administration of the Promotion only and as otherwise required by law. **By participating in the Promotion, the entrant agrees that Released Parties will have no liability whatsoever for, and will be held harmless by entrant for any liability for any bodily injury, loss or damages of any kind to persons, including death, and property, due in whole or in part, directly or indirectly, from Entry, the acceptance, possession, use or misuse of prize or component thereof, if applicable, or participation in the Promotion or participation in any Promotion related activity.** You hereby represent and warrant that you have read these Official Rules and are fully familiar with their contents and agree to be bound by them.
10. **Disputes:** ENTRANTS/WINNER AGREE THAT: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THE PROMOTION OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE PROMOTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, U.S.A., WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER LAWS.

Entrants/winners are solely responsible for compliance with all applicable laws, rules and regulations including but not limited to tax and similar reporting obligations imposed by federal, state and local authorities. As a condition of participating in the Promotion, each entrant/winner agrees that in any and all disputes that cannot be resolved between the parties and in any causes of action arising out of or connected with the Promotion, the exclusive procedure for resolving the dispute shall be arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules before one arbitrator in Chicago, Illinois. Judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction. The arbitrator shall be selected from the AAA’s large, complex case panel. Absent good cause or the parties’ agreement, the award shall be rendered within six months of the arbitrator’s selection. The arbitrator shall award reasonable attorneys’ fees and costs to the prevailing party. Except as may be required by law, neither party nor the arbitrator may disclose the existence, contents, or results of anything related to the arbitration, including but not limited to pleadings, motions, briefs, discovery, depositions, hearings, or award without all the parties’ prior written consent. The only exception to the exclusive procedure of arbitration is that either party may bring in court an action for injunctive relief pending arbitration. Each party consents to personal jurisdiction and venue in the state or federal courts in Chicago, Illinois, which shall be the exclusive venue for any court action between the parties.

FURTHER, IN ANY SUCH DISPUTE, UNDER NO CIRCUMSTANCES WILL ENTRANT/WINNER BE PERMITTED TO OBTAIN AWARDS FOR AND HEREBY WAIVES ALL RIGHTS TO CLAIM PUNITIVE; INCIDENTAL; OR CONSEQUENTIAL DAMAGES, INCLUDING REASONABLE ATTORNEYS’ FEES, AND ENTRANT/WINNER FURTHER WAIVES ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED.

11. **Data Collection:** Sponsor collects personal information from participants when they enter the Promotion (and for when they may be deemed a winner of the Promotion) for use in administration of the Promotion. The information collected is subject to the Privacy Policy located at <http://fairlife.com/privacy-policy/>.
12. **Winners’ List:** For the winner names or a copy of official rules, send a self-addressed stamped envelope to: ATTN: Communications Department, 1001 West Adams Street, Chicago, IL 60607.
13. **Sponsor:** The Sponsor of the Promotion is fairlife, LLC, 1001 West Adams Street, Chicago, IL 60607. This Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. You understand that you are providing your information to fairlife, LLC and not to Instagram.