

BODYARMOR® SUMMER OF REAL EXPERIENCES

OFFICIAL RULES

NO PURCHASE NECESSARY TO PLAY OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU HAVE NOT YET WON. INTERNET ACCESS REQUIRED

PLEASE NOTE THE ARBITRATION PROVISION IN SECTION 13 AND THE CLASS ACTION WAIVER IN SECTION 14 BELOW, WHICH REQUIRE, EXCEPT WHERE AND TO THE EXTENT PROHIBITED BY LAW, YOU TO ARBITRATE ANY CLAIMS YOU MAY HAVE AGAINST SPONSOR ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY. ARBITRATION IS MANDATORY AND THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES UNLESS OTHERWISE SPECIFIED OR YOU OPT OUT.

- 1. PROMOTION DESCRIPTION.** BODYARMOR® Summer of Real Experiences Promotion (the “Promotion”) begins on 5/1/24 at 12:00:00 AM Eastern Time (“ET”) and ends on 8/31/24 at 11:59:59 PM (ET) (the “Promotion Period”). The Promotion consists of a random draw sweepstakes (the “Sweepstakes”) wherein eight (8) Grand Prizes and fifty (50) First Prizes will be awarded in a random drawing at the end of the Promotion Period from among all eligible entries received during the Promotion Period; and an online instant win game (the “Game”) wherein approximately one hundred five (105) Instant Win prizes and four thousand nine hundred (4,900) Rewards (as defined below) will be randomly awarded during the Promotion Period, as described herein. Participation in the Promotion does not constitute participation in any other promotion, contest or sweepstakes. By participating in the Promotion, 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. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to cancel, modify, or suspend the Sweepstakes at any time in its sole discretion.
- 2. ELIGIBILITY:** Open to legal residents of the fifty (50) United States and District of Columbia who are at least eighteen (18) years of age or older at the time of entry (or of the legal majority age in their state, whichever is older) and fully comply with these Official Rules. Employees, officers, and directors of BA Sports Nutrition, LLC, its parent company, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors and employees (collectively, “Promotion Entities”) and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the “steps” of each, regardless of where they reside) and persons living in the same

household of each, whether or not related, are not eligible to enter or win. Any entry submitted by any ineligible person(s) will be void.

All federal, state, and local laws apply. Void where prohibited or restricted by law. Individuals will be required to provide valid identification and may be required to provide a valid taxpayer identification number or social security to claim a prize.

3. HOW IT WORKS – INSTANT WIN GAME: There are two (2) ways to play the Instant Win Game:

A) With Purchase: During the Qualifying Purchase Period, please follow the following four steps to complete an entry with purchase.

1) BUY any one (1) **BODYARMOR®** product (any flavor – any size,) (collectively, “**Participating Products**”) at a retail store in the U.S. (each a “**Qualifying Purchase**”) during the Promotion Period. Product returns/exchanges and rainchecks from before the Promotion Period do not constitute a Qualifying Purchase and will not qualify as an entry into this Promotion;

2) SNAP a picture of your entire receipt showing Qualifying Purchase and scan the QR code found on the purchased product using the camera on your wireless phone and then click on the link to be redirected to the Promotion website or go directly to www.bodyarmorsummer.com (“**Website**”) to **UPLOAD** your receipt before the end of the Promotion Period. **ANY RECEIPT SUBMISSIONS UPLOADED AFTER THE END OF THE PROMOTION PERIOD WILL NOT BE ACCEPTED, EVEN IF THE PURCHASE WAS DURING THE 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 Promotion. 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 and clearly visible 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 or highlight the Qualifying Purchase on your receipt for quicker verification. **ALL SUBMISSIONS ARE SUBJECT TO VALIDATION BY THE SPONSOR; IF SUBMISSION IS NOT VALIDATED, YOU WILL NOT RECEIVE AN ENTRY.** For help, visit www.bodyarmorsummer.com. You will fill out an online form at the Website to provide entry information, including a valid and working email address.

3) GET one (1) email containing a link to the online Instant Win Game.

4) **CLICK** on the link in your email to go to the online Instant Win Game. Once you have accessed the Game, follow the on-screen instructions to complete your game play.

Note: Entries with purchase are limited to one purchase entry per day. For avoidance of doubt, regardless of the number of Participating Products purchased in a day, participants will be limited to only one entry via this method of entry per day.

B) Without Purchase: During the Promotion Period, you may also play the Game without making a purchase by going online to www.bodyarmorsummer.com and click on the “No Purchase Necessary” request link located below the abbreviated rules on the landing page. You will fill out an online form at the Website to provide entry information, including a valid and working email address. Upon verification of your request, you will receive an email with a link to the Game. Click on the link to go to the online Instant Win Game. Once you have accessed the Game, follow the on-screen instructions to complete your game play.

Note: In either method of entry (With Purchase or Without Purchase), the following applies:

A “Game Play” consists of one (1) virtual scratch off game during an online session in the Game. Follow the online instructions to play the Game. At the end of the Game, if you receive a winning message - you will win an Instant Win Game prize/reward, subject to verification by Sponsor. Instant Win Game prize/reward winners will be directed to check their email address of record in order to learn what specific Instant Win Game prize or reward they have won. Communication regarding the specific prize/reward won by an Instant Win Game winner will only be provided via email. Prize/reward determination will be randomly computer-generated during the Promotion Period. If you are a potential Instant Win Game winner, you will be provided with instructions on how to claim your Instant Win Game prize/reward in the email notification. If you receive a message during your Game play that contains any message other than a winning message, you are not a winner of an Instant Win Game prize/reward. In the event a dispute regarding the identity of the individual who submitted an entry cannot be resolved to Sponsor’s satisfaction, the affected entry will be deemed ineligible. Online entry must be made by the entrant, only at the Website. Entries made by any other individual or any entity, and/or originating at any other website or e-mail address, including but not limited to commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for the Game. The use of any device to automate the entry process is prohibited.

You must be registered in the Promotion, via one of the two methods listed above, to play the Game / enter the Sweepstakes. All entries become the property of Sponsor and will not be returned. In the event of a dispute regarding entries, any entries will

be deemed to have been submitted by the Authorized Account Holder of the email address submitted at the time of entry, if that person meets all eligibility requirements set forth in these Official Rules. "Authorized Account Holder" means the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. Entrants may not participate with multiple e-mail addresses, nor may entrants use any device or artifice to enter multiple times or as multiple entrants. Any entrant who attempts to enter with multiple email addresses, under multiple identities or uses any other device or artifice to enter multiple times will be disqualified from participation in the Promotion and all entries submitted by that entrant will be void. Only fully completed entries are eligible. Any incomplete, illegible, corrupted, or untimely entries are void and ineligible to win. Proof of submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for any change of email address and/or telephone number of entrants.

If due to technical, production or other errors, more Game prizes are claimed than intended, the intended prize(s) will be awarded in a random drawing from all those submitting purportedly valid claims. No more than the number of prizes set forth in these Official Rules will be awarded. ALL POTENTIAL WINNING GAME PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. A "SCREEN SHOT" IS NOT PROOF OR EVIDENCE OF A WINNING GAME PLAY AND/OR PRIZE. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE WEBSITE SHOULD SO INDICATE, UNLESS AND UNTIL SAID PARTICIPANT'S ELIGIBILITY AND THE POTENTIAL WINNING GAME PLAY HAVE BEEN VERIFIED AND SAID PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY GAME PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE GAME PLAY AND IS VOID AND WILL NOT BE HONORED. The submission of a prize claim is solely the responsibility of the participant.

The Promotion database clock will be the official timekeeper for the Promotion. The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing of the entries in the Promotion. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. For purposes of these Official Rules, a "day" is defined as any twenty-four (24) hour period during the Promotion Period beginning at 12:00:01 AM (ET) and ending at 11:59:59 PM (ET).

The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error that may occur in the processing of the entries in the Promotion. The Promotion

Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. Participation must be by the participant and only as directed in these Official Rules. Participation by any other individual or any entity, and/or originating at any website or other platform, including but not limited to commercial promotion subscription notification and/or entering service sites, will be declared invalid and disqualified for this Promotion. The use of any device to automate the entry process is prohibited and will lead to disqualification.

By entering the Sweepstakes/Promotion you agree that Sponsor may contact you via email or by telephone in accordance with the Sponsor's Privacy Policy, available at <https://www.drinkbodyarmor.com/legal/>.

- 4. HOW IT WORKS – SWEEPSTAKES ENTRY:** Upon completion of an Instant Win Game play (outlined above in Section 3), an entrant will automatically receive one (1) Sweepstakes entry into the random draw Sweepstakes.

Limit one (1) Game play/Sweepstakes entry per person / email address per day – regardless of method of entry or whether both methods of entry are submitted in a given day.

- 5. SWEEPSTAKES WINNER SELECTION AND NOTIFICATION:** At the end of the Promotion Period, but no later than 10/31/24, eight (8) potential Sweepstakes Grand Prize (“**Grand Prize**”) winners and fifty (50) potential Sweepstakes First Prize (“**First Prize**”) winners will be randomly selected from all eligible Sweepstakes entries received from all methods combined during the Promotion Period. The potential Sweepstakes winners will be notified by telephone and/or email, using contact information associated with the potential winner's Promotion registration. Sponsor shall have no liability for any potential 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 seventy-two (72) hours of the first notification attempt, or if a notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit their prize and an alternate potential winner may be selected. Sponsor, in its sole discretion, will attempt to contact up to three (3) alternate 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 winner is found to be ineligible, or if they have not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected.

- 6. PRIZES/ODDS:**

SWEEPSTAKES PRIZES:

The odds of winning a Sweepstakes Prize depend on the total number of eligible entries received from all methods combined.

Eight (8) Grand Prizes are available. Grand Prizes #1 - #7 consists of a trip for the winner and one (1) guest to a destination city in the continental United States ("**Destination City**") (as solely determined by the Sponsor) to participate in a "meet and greet" with one (1) of the following professional athletes: a) Alex Morgan, b) Ronald Acuna, c) Christian McCaffery, d) Ceedee Lamb, e) Joe Burrow. The athlete assigned for a "meet and greet" will be randomly determined by Sponsor or its designee for each Grand Prize winner and their guest. Some winners will win a meet and greet with the same athlete. Grand Prize includes round trip, economy class air transportation for winner and one (1) guest between a major commercial airport near winner's home (as determined at the sole discretion of Sponsor) and a major commercial airport near the Destination City; two (2) nights' hotel accommodations (one (1) standard room, double occupancy) in the Destination City; local ground transportation in the Destination City as determined by Sponsor; and an in-person "meet and greet" with one of the above noted professional athletes (subject to each athlete's availability). Sponsor will randomly determine the professional athlete for the winner's "meet and greet". Travel subject to availability, blackout dates, advanced notice requirements, and once booked, no changes will be permitted. Grand Prize winner nor their guest will not receive frequent flyer miles, hotel stay award points or other "perks" in conjunction with Grand Prize travel. Additional restrictions may apply. Approximate Retail Value ("ARV") of Grand Prizes #1 - #7: \$4,000 each. Any difference between the estimated ARV stated above and the actual value will not be awarded.

Trip Prize Terms and Conditions. Grand Prize winner and their guest (for Grand Prizes #1 - #7) must depart/return from the same major airport and travel on the same itinerary. All travel will be scheduled and managed by Sponsor and/or its designee. The winner and their guest will be required to sign a waiver before the trip – see further details below in rule #7. Trip does not include taxes, meals, tips, gratuities, service charges, hotel room service, laundry service, alcoholic beverages, merchandise, souvenirs, local and long-distance telephone calls, airport charges, travel insurance, 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 Destination City; and may fluctuate due to market conditions, changes in value of components, (e.g. air transportation and hotel rates) and other reasons. If winner lives within two hundred fifty (250) miles of the Destination City, Sponsor will substitute air transportation with ground transportation between winner's residence and hotel, and the difference in value will not be awarded. The winner must be able to travel on the date designated by Sponsor. The winner and their guest must have valid travel documentation (e.g., valid government issued photo ID and/or passport) prior to departure, and failure to do so may result in forfeiture of the Grand Prize. No cash equivalents, substitutions or transfer of prize permitted except that Sponsor reserves the right to substitute a prize of equal or greater value in the event that an offered prize is unavailable. In the event any scheduled event associated with the prize, including professional athlete unavailability, 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. Promotion 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 activities associated with the Prize in this Sweepstakes. Promotion 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. All travel and lodging will be at the risk of the winner. Unclaimed Grand Prizes will not be awarded.

Neither Sponsor, nor any of the named athletes above or their affiliate organizations/teams shall have responsibility or liability for cancellation, delays, or any other change by any company or person providing any element of the Prize and Sponsor, the athletes, and their organizations, and their agents, employees or contractors are not responsible or liable for any expenses incurred as a consequence thereof. The date and/or time of the Prize is subject to change, and is subject to cancellation. If the winner chooses to attend the Prize or any part thereof, it shall constitute full satisfaction of Sponsor's obligation to winner and no additional compensation will be awarded.

Grand Prize #8 consists of one (1) pair of regular season home schedule tickets to professional or semi-professional sports team within NFL, NBA, MLB, MLS and NHL leagues for the 2025-2026 season of the winner's choice (subject to Sponsor's approval). Season tickets consists of one (1) pair of regular season home game tickets (i.e., two (2) tickets) to professional or semi-professional sports team within NFL, NBA, MLB, MLS and NHL leagues for the 2025-2026 season / up to a maximum cost of \$24,300. Seat location and level will be at Sponsor's sole discretion; season tickets are subject to availability. No travel expenses or other expenses are included as part of prize (e.g. expenses such as food, parking, souvenirs, etc., will not be provided).

Each 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.

Winners are required to provide valid and current contact and payment information so that Sponsor can remit the Prize to you if you are a winner. Before awarding a prize, Sponsor may require you to furnish proof of identification and other proof of eligibility under these Official Rules and to execute and return any required documentation, and to provide other information as required to award your prize. If you are found to be ineligible or not in compliance with these Official Rules, decline to accept the prize, Sponsor is unable to contact you, or in the event that a prize notification is returned undeliverable, you will forfeit a prize. The right to receive a prize is non-assignable, non-transferable, and no prize substitution, exchange or other equivalent will be allowed, except by Sponsor in its sole

discretion. FEDERAL, STATE AND LOCAL TAXES, IF ANY, ARE YOUR SOLE RESPONSIBILITY.

Fifty (50) First Prizes are available. First Prize consists of either one (1) XBOX Series Gaming Console (ARV \$800 each); or one (1) Outdoor Experience consisting of one (1) each of the following – fire pit, pair of beach chairs, cooler, BODYARMOR® cornhole set (ARV \$970 each). Exact First Prize to be awarded to each First Prize winner is at the sole discretion of Sponsor. The quantity of available Gaming Console is twenty-five (25) and the quantity of Outdoor Experiences available is twenty-five (25) – twenty-five (25) of the fifty (50) First Prize winners will receive a Gaming Console, and the remaining twenty-five (25) will receive an Outdoor Experience.

INSTANT WIN PRIZES:

UNCLAIMED/UNREDEEMED INSTANT WIN PRIZES WILL NOT BE AWARDED.

One hundred five (105) Instant Win Prizes are available. Instant Win Prizes consist of one (1) pair of baseball tickets (to be awarded in the form of a pre-paid debit card for \$500); or, one (1) Coleman portable grill (ARV \$385.50 each); or, one (1) Solo Stove Ranger (\$264.65 each); or, one (1) BODYARMOR® product for a Year (to be awarded in the form of a check for \$300.00). There will be twenty-five (25) winners of pairs of baseball tickets, an additional twenty-five (25) winners of Coleman portable grills, another twenty-five (25) winners of Solo Stove Rangers, and another thirty (30) winners of a year's supply of BODYARMOR®. The exact Instant Prize to be awarded to each Instant Prize winner shall be randomized, and subject to the sole discretion of Sponsor.

Odds of winning an Instant Win Prize depend on the total number of eligible plays and the time and date upon which they are entered.

Limit one (1) Sweepstakes Grand Prize and one (1) Instant Win Prize per person/email address in the Promotion.

The total ARV of all Sweepstakes and Instant Win Prizes combined available in this Promotion is \$134,303.75. All applicable federal, state and local taxes on prize are the sole responsibility of the prize winner.

REWARDS:

Four thousand nine hundred (4,900) Rewards shall be awarded during the Promotion. Each Reward may consist of a Buy One, Get One (“**BOGO**”) BODYARMOR® 16oz product; to be awarded in the form of digital Barcode Buck\$®; good for one (1) free (up to \$2) BODYARMOR® 16oz product with the purchase of the same size BODYARMOR® 16oz product (“**Reward**”). Barcode Buck\$® can be redeemed at participating retailers found in the link provided in each reward recipient's email notification. Limit ten (10) Rewards per person/email address in the Promotion.

- 7. GENERAL PRIZE CONDITIONS:** 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. 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 Grand Prize / First Prize winner must sign and have notarized and return an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "**Prize Claim Documents**"). Guest of Grand Prize winners (Grand Prizes #1 – #7) will be required to sign and return a notarized Liability-Publicity Release prior to awarding of any prize. If any potential Grand Prize / First Prize winner fails or refuses to 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 Grand Prize / First Prize winner may be selected. Potential Grand Prize winners may be required to provide proof of identification and complete a background check, as required by Sponsor.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Promotion. 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, Entrants accept and agree to the Official Rules and decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion, to be in violation of the Official Rules, or to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person. Any activities intended to disrupt or interfere with the proper play of the Promotion or defraud the Sponsor in any way will be prosecuted to the fullest extent of the law. The Promotion is subject to all applicable laws of the United States. CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION INCLUDE ANY USE OF NON-PUBLIC INFORMATION OR OTHER CHEATING IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.
- 9. PUBLICITY RIGHTS:** Acceptance of a prize constitutes prize winner's permission for Sponsor and its designees to use prize winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation, notice, review or approval

except where prohibited by law; if requested by Sponsor you shall provide any requested consents.

10. LIMITATIONS OF LIABILITY: By participating, Entrants agree to release and hold harmless Promotion Entities, and the above listed athletes and their applicable organizations and any organization providing any prize or any prize component (collectively, the “**Released Parties**”) from any and all liability arising from participating in the Sweepstakes and/or acceptance, possession, or use/misuse of prize, regardless of whether such claims are found in whole or in part upon alleged negligence or willful misconduct of any of the Released Parties. The Released Parties are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Promotion or any Promotion-related activity, or from entrants’ acceptance, receipt, possession and/or use or misuse of any prize, and have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize’s quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant’s or any other person’s computer system or wireless phone which is occasioned by participating in the Promotion, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Promotion, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Released Parties are not responsible for user cheating or fraud by Entrants. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Promotion if it determines, in its sole discretion, that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor’s control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Promotion as contemplated herein. In the event Sponsor is prevented from awarding prizes or continuing with the Promotion as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the

Promotion. If, for any reason, the Promotion is not capable of running as planned, including without limitation, unauthorized intervention, fraud, technical failures or the Promotion is terminated before the designated end date, Sponsor will (if possible) select the winners of any remaining prize from all eligible, non-suspect registered participants as of the date of the event giving rise to the termination. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

11.PRIVACY: Information collected from Entrants is subject to and will be used in accordance with the Sponsor's privacy policy, which is incorporated into these Official Rules by reference, located at <https://www.drinkbodyarmor.com/legal/>.

12.CONTACTS: You consent to Sponsor contacting you via your phone number, email and/or via mail concerning the Promotion, including notifying you if you are winner of a prize and/or in order to promote the Promotion. You warrant, represent, and agree that you have the right to provide your phone and email and address to Sponsor in connection with any Entries and the Promotion, and to have Sponsor contact you at such phone number and email and address, even if such phone number or email is provided by an employer and even if Sponsor contacts you through an autodialed system. You expressly consent to Sponsor and each of their partners and affiliates' use of your contact information, including your phone number or email, for marketing and other promotional purposes. If at any time you do not wish to receive marketing communications, you may opt out from receiving these communications at any time by simply replying REMOVE or UNSUBSCRIBE to any email message, or following the provided opt-out instructions at the Sponsor's privacy statements, available at each of their respective websites located at <https://www.drinkbodyarmor.com/legal/>. Sponsor shall have ten (10) days to implement such requests as they relate to email, in accordance with United States federal law.

13.ARBITRATION: PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT MAY REQUIRE YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH SPONSOR AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM SPONSOR:

You agree to resolve any disputes informally by contacting legal@drinkbodyarmor.com. Sponsor will try to resolve the disputes by contacting you via email. If a dispute is not resolved within thirty (30) days of submission, you or Sponsor may bring a formal proceeding, as set forth below.

Any dispute or claim arising out of or relating to this Promotion, including but not limited to the drawing of any prize, and the interpretation, enforceability, or breach of these

Official Rules, and the issues of the arbitrability of any and all disputes shall be resolved individually, without resort to any form of class action, and exclusively through confidential arbitration. Arbitration shall be initiated through the American Arbitration Association (“AAA”). If AAA is not available to arbitrate, the parties shall agree to select another alternative dispute resolution provider. The AAA Consumer Arbitration Rules shall govern all aspects of the arbitration, including but not limited to the method and/or demanding arbitration, except to the extent such rules conflict with these Official Rules. The AAA Consumer Arbitration Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. This Promotion shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to conflict of law principles.

By entering into the Promotion, you agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in New York County, New York and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury, and review is limited. The arbitration shall take place in New York, New York, and shall be conducted by a single arbitrator selected by mutual agreement of the parties or, if the parties cannot agree, by AAA. In the event AAA is unwilling or unable to administer the arbitration and the parties cannot agree on a replacement, a court with jurisdiction shall select the arbitration organization or arbitrator. The arbitrator's decision shall be final and binding on all parties involved, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The arbitration shall be conducted in the English language.

The Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration and judgment upon such arbitration award may be entered in any court having jurisdiction. All entrants agree to abide by the terms of these Official Rules and the decisions of the Sponsor, which are final, and waive any right to claim ambiguity in these Official Rules. In the event any party challenges a term or provision of these Official Rules, the party hereby expressly waives any and all opportunities to recover any amount from the Released Parties relating to this Promotion or otherwise. Each entrant agrees to service of process by mail or other method acceptable under the laws of the State of New York. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH PARTICIPATING IN THE PROMOTION, IF ANY. EACH ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF THE ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE. IN NO EVENT WILL SPONSOR OR ANY OF THE PROMOTION ENTITIES BE LIABLE TO ANY PERSON OR ENTITY FOR ANY DIRECT, SPECIAL INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH ANY PERSON OR ENTITY'S PARTICIPATION IN THE PROMOTION OR THE AWARD OR USE OR INABILITY TO USE A PRIZE, OR ANY ACTS OR ACTIVITIES

ASSOCIATED WITH ANY ASPECT OF A PRIZE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT ANY PROMOTION ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. The Promotion Entities disclaim any liability from and in connection with the Promotion, any prize, or any component thereof.

Opt-Out: You can decline this agreement to arbitrate by sending a letter to Sponsor that must be postmarked within thirty (30) days of the close of your initial entry into the Promotion. The letter must specify your first and last names, email, mailing address, and explain that you are opting out of the Promotion rules' arbitration provision. The letter should be sent to: BA Sports Nutrition, LLC, 17-20 Whitestone Expressway, Suite #401, Whitestone, NY 11357. If you opt-out of these arbitration provisions, Sponsor will not be bound by them either.

14. CLASS ACTION WAIVER: By entering this Promotion, each entrant agrees that any dispute or claim arising out of or relating to the Promotion, including the interpretation, enforceability, or breach of these Official Rules, shall be resolved individually, without resort to any form of class action. The entrant further agrees that any such dispute or claim shall be brought in an individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. The entrant expressly waives any right to participate in a class action lawsuit or class-wide arbitration. If any court or arbitrator determines that the class action waiver provision contained herein is unenforceable or void, the entirety of this clause shall be null and void and the dispute or claim shall proceed in court or arbitration as if this clause had not been included in these Official Rules. This class action waiver provision shall survive the termination of the Promotion and remain in effect for any future disputes or claims arising out of or relating to this Promotion.

15. WINNERS' LIST: Any legally required winner's list may be obtained by sending a self-addressed, stamped envelope after 11/15/24 to: **BODYARMOR® Summer Hydration Promotion**, 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 Promotion Period.

16. SEVERABILITY: You agree that these Official Rules are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of these Official Rules. These Official Rules will be deemed amended to the extent necessary to make these Official Rules enforceable, valid and, to the maximum extent possible, consistent with applicable law and consistent with the original intention of the parties; and the remaining terms and provisions will remain in full force and effect. If any provision of these Official Rules is found by a court of competent jurisdiction to be invalid, Sponsor will amend or

replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of Sponsor as reflected in the original provision. The invalidity or unenforceability of any provision of these Official Rules does not affect the validity or enforceability of any other provision of these Official Rules, which will remain in full force and effect.

17. NO WAIVER: If Sponsor fails to insist that Entrant perform any Entrant's obligations under these Official Rules, or if Sponsor does not enforce its rights against Entrant, or if Sponsor delays in doing so, that will not mean that Sponsor has waived its rights against Entrant and will not mean that Entrant does not have to comply with these obligations. If Sponsor does waive a default by Entrant, Sponsor will only do so in writing, and that will not mean that Sponsor will automatically waive any later default by Entrant.

18. ENTIRE AGREEMENT: These Official Rules constitute the entire agreement between Sponsor and participants with respect to the Promotion and supersede all prior contemporaneous communications, whether electronic, oral, or written between Sponsor and participants with respect to the Promotion.

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