

## Follow Your Heart® Block Party Sweepstakes

### OFFICIAL SWEEPSTAKES RULES AND DISCLAIMER

**NO PURCHASE NECESSARY TO ENTER OR WIN. EACH PARTICIPANT'S CHANCES TO WIN WILL NOT IMPROVE BY A PURCHASE OF ANY KIND. ENTRY IN THE SWEEPSTAKES CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES BY THE PERSON SUBMITTING THE ENTRY. VOID WHERE RESTRICTED OR PROHIBITED BY LAW.**

**PLEASE READ THESE OFFICIAL RULES CAREFULLY AS THE OFFICIAL RULES REQUIRE THAT PARTICIPANTS WAIVE THEIR RIGHT TO A JURY TRIAL AND THAT DISPUTES ARISING OUT OF OR RELATING TO THIS SWEEPSTAKES BE RESOLVED ON AN INDIVIDUAL BASIS, RATHER THAN BY CLASS ACTION, AND LIMIT YOUR RIGHTS AND REMEDIES IN THE EVENT OF A DISPUTE.**

- 1. FOLLOW YOUR HEART® BLOCK PARTY SWEEPSTAKES ("SWEEPSTAKES") SUMMARY.** Tell us why Follow Your Heart® should help sponsor your community's block party for a chance to win one of 10 prizes, including a Follow Your Heart® branded cooler, \$1,000 to use towards your block party and additional Follow Your Heart® products. Winning the Sweepstakes Prize (as defined below) is contingent upon Participant fulfilling all requirements set forth in these Official Rules ("Rules").
- 2. BINDING AGREEMENT.** Each person ("Participant" or "you") who submits an Entry (as defined below) during the Sweepstakes Period (defined below) is entering into the Sweepstakes, which is governed by these Rules. Each Participant should read these Rules before submitting an Entry to ensure Participants understand and agree to all terms. You are not eligible to receive the Prize described in these Rules unless you agree to these Rules.
- 3. SPONSOR AND ADMINISTRATOR.** This Sweepstakes is sponsored by Danone US, LLC, 12002 Airport Way, Broomfield, CO 80021 ("Sponsor") and administered by ICF Next, Inc., 420 N. 5th St. Fl. 10, Minneapolis, MN 55401 ("Administrator"). This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with any Social Media Site in which the Sweepstakes is promoted or otherwise facilitated.
- 4. SWEEPSTAKES ENTRY PERIOD.** The Sweepstakes begins at **9:00 AM Eastern Standard Time ("EST") on June 21, 2022 and ends at 11:59 PM EST on July 4, 2022** ("Sweepstakes Period"). The Administrator's clock shall be the official device for both Entry and the Sweepstakes. PARTICIPANTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTION.
- 5. ELIGIBILITY – WHO MAY PARTICIPATE.** The Sweepstakes is open only to individuals who at the time of entry (a) are legal residents of and domiciled in the fifty (50) United States or the District of Columbia, and (b) who are at least the age of a majority in their state of residence (this is eighteen (18) years old in most states and nineteen (19) years old in Alabama and Nebraska) at the time of entry. The following individuals are not eligible to participate: (i) employees of the Sponsor or Administrator, any of their subsidiaries or affiliate companies, or their advertising, marketing or promotional agencies; (ii) family members (spouse, parents, siblings, children and in-laws) of any

individual referred to in clause (i); (iii) persons living in the same household (whether or not related) with any person referred to in clause (i) or (ii) above; and (iv) commercial enterprises and business entities. This Sweepstakes is subject to all federal, state, and local laws and regulations and is void (a) outside the 50 United States and the District of Columbia, and (b) where prohibited by law. Any local, state, provincial or other government agency or any officials or employees thereof are not eligible to participate.

**6. “PRIZE(S)”.** Ten (10) winners will be chosen at random to receive a prize pack consisting of the following:

- \$1,000 Visa Gift Card
- Follow Your Heart® branded cooler (Approximate Retail Value (“ARV”) \$230)
- Follow Your Heart® food products (ARV \$50)

The total ARV of all Prizes is \$12,800 (USD).

One (1) prize per Participant. Prizes are awarded “as is”. Sponsor will determine, in its sole discretion, the actual Follow Your Heart® food products to be awarded. Gift cards may be subject to separate terms and conditions imposed by issuer. Prizes cannot be substituted, assigned, or transferred; except in Sponsor’s sole discretion. No more than the stated number of Prizes set forth in these Official Rules will be awarded. Unclaimed Prizes will not be awarded. Any difference between the ARV and the actual value will not be paid in cash or otherwise.

**7. WHAT STEPS ARE NEEDED TO ENTER AND WIN; NO PURCHASE NECESSARY.**

To enter this Sweepstakes during the Sweepstakes Period (“Entry”) send the following information to [FollowYourHeartBlockParty@icfnext.com](mailto:FollowYourHeartBlockParty@icfnext.com):

- Your first and last name
- Your date of birth
- In one hundred (100) words or less, explain why your block party should be sponsored by Follow Your Heart®.

You must have a valid email address to enter. Entries that are not complete or do not adhere to these Rules will result in disqualification.

If selected, the potential winners will be asked to provide/verify their First name, Last name, email address, phone number and mailing address for shipment purposes. No PO boxes are permitted.

**8. ENTRY DEADLINE.** All Entries must be received on or before the end of the Sweepstakes Period in order to be eligible to win a Prize.

**9. ODDS OF WINNINGS.** The odds of winning the Prize will depend on the total number of eligible Entries received.

**10. SELECTION OF SWEEPSTAKES WINNERS AND NOTIFICATION.**

- This Sweepstakes will include a random drawing on or about July 7, 2022 from among all eligible Entries received (“Drawing”) to produce ten (10) Prize winners.

- The Administrator will contact winners via the contact information provided in the Entry, at Administrator's discretion. Participants should keep an eye on their email and make sure they reply within 72 hours to the message sent by the Administrator.
- The Prize may be forfeited and may be awarded to another Participant who is randomly selected if (i) any Prize notification or Prize is returned as undeliverable, (ii) the Administrator is unable to contact a potential winner within 72 hours of the first attempt to contact him or her, (iii) a potential winner fails to provide his or her contact information within 72 hours after notification by the Sponsor, (iv) a potential winner is determined by Sponsor or Administrator, in its sole discretion, to be ineligible, (v) a potential winner declines the Prize, or (vi) a potential winner is otherwise not in compliance with these Rules.
- DETERMINATIONS OF THE SPONSOR AND/OR ADMINISTRATOR ARE FINAL AND BINDING.

## 11. SUBMISSION REQUIREMENTS AND RESTRICTIONS ("RESTRICTIONS").

- Each Participant must ensure that the Entry:
  - does not infringe any third-party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, or trade secret rights or confidentiality or obligations, or otherwise violate applicable laws.
  - does not include any private information of a third party such as name, address, phone number, email address, and other Personal Data (as defined below).
  - does not include material that violates another's rights (living or deceased), including but not limited to privacy or publicity.
  - does not disparage the Sponsor, Administrator or any other person or party affiliated with the Sweepstakes.
  - does not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous or other objectionable material.
  - does 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.
  - does not contain any references to alcohol, tobacco, drug paraphernalia, firearms, or any description or representation thereof.
  - does not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Entry is created.
  - has not been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means.
- Participant warrants and represents that:
  - the Entry is the Participant's own, wholly original work, and is the Participant's own creation and that he/she has secured all necessary rights relating to its use and the use of the content in the Entry.
  - the Entry's verbal or written content (if any) is in English.
  - the Participant has obtained any and all permissions, if any are required, prior to entry and that Participant may legally grant all permissions contained within these Rules to Sponsor.
  - the Participant has the requisite title, licenses, rights, consents, written permissions and/or authority to grant the Sponsor, Administrator and their respective affiliates permissive use any person's name, likeness, biography, actions and contributions Participant submits as part of their Entry as delineated in Section 12 of these Rules.
  - the Participant has the requisite title, licenses, rights, consents, written permissions and/or authority to grant the Sponsor, Administrator and its affiliates permissive use of said intellectual property as delineated in Section 12 of these Rules where the Entry contains an owner or licensor's intellectual property.

The Participant agrees that the interpretation of each of the above Restrictions shall be subject to the Administrator's or Sponsor's sole discretion. The Administrator and/or Sponsor are not

responsible for any lost, late, incomplete, or other Entries that do not comply with these Rules.

Sponsor will consider only one (1) Entry from each Participant. Any attempt by any Participant to receive more than the stated number of Prizes by using multiple/different email addresses, accounts, identities, registrations and logins, or any other methods, as determined by the Administrator or Sponsor in its sole discretion, may void all of that Participant's Entries and that Participant may be disqualified from this Sweepstakes and any of the Sponsor's other promotions. In the event of a dispute as to the owner of any Entry, the authorized account holder of the email address will be deemed to be the Participant. The "authorized account holder" is the natural person assigned to an email account or Instagram account by the entity responsible for doing so. Each Participant may be required to show proof of being the authorized account holder.

CAUTION: ANY ATTEMPT BY ANY PARTICIPANT, PERSON, OR ENTITY TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL OR CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, WE RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

- 12. PERMISSIVE USE.** You grant the Sponsor, Administrator and any related affiliates or agents unlimited, worldwide, perpetual, irrevocable, and royalty-free right, license, privilege, and permission to record, copy, adapt, film, capture, use, license, transmit, broadcast, exhibit, project, publish, circulate, display, or otherwise exploit, any and all renderings of the Participant's Entry, name (including any and all nicknames, related names, and aliases), characters, biographies, artist's portrayal of characters, voice, image, likeness, visual representations, any and all attributes of the Participant's personality, and/or any and all of the Participant's acts, poses, actions, and appearances (collectively, "Name and Likeness"), and any ancillary use or derivative works on or in connection with any film, audio tape, video tape, audio-visual work, sound recordings, photograph, illustration, animation, broadcast, any derivative works or versions thereof in any media or embodiment now known or hereafter developed, throughout the world the way Sponsor or Administrator deems fit without any consideration or prior notice.
- 13. ELECTRONIC COMMUNICATIONS.** By submitting the Entry, you agree to communicate for the purpose of the Sweepstakes with the Sponsor and/or Administrator electronically. Through your Entry submission, you (i) agree that your consent to these Rules is a binding form of your electronic signature and (ii) represent that you have Internet access and a valid email address enabling you access to information pertaining to the Sweepstakes and to receive communications and documents electronically.
- 14. TAXES.** ALL TAXES, FEES, DUTIES, SURCHARGES, IF ANY, IMPOSED ON ANY SWEEPSTAKES PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNERS. Each winner is solely responsible for ensuring that he or she complies with all the applicable tax laws and filing requirements. If a winner fails to comply with such laws, the Prizes may be forfeited and Sponsor may, in its sole discretion, select an alternative potential winner.
- 15. PRIVACY.** Participant acknowledges that they have read and accepted Sponsor's privacy statement and the terms and conditions outlined [here](#). Participants agree that data or information which may be used to identify any individual person or household, or any other data or information which is "personal data" (or a similar term) under applicable law, including, but not limited to, name, email address, age, location, photo submission, and written submission ("Personal Data") may be:

- Collected, processed, stored and otherwise used by the Sponsor and/or Administrator, or any party authorized by them for the purposes of conducting and administering the Sweepstakes or the Prizes, including Sponsor affiliates.
- Used by Sponsor or any party authorized by them, including Sponsor affiliates, to verify a Participant's identity, postal address and telephone number in the event a Participant qualifies for any applicable Prizes as well as to deliver the applicable Sweepstakes Prizes.
- Used to fulfill additional terms of the Sweepstakes or to contact a Participant in response to any question submitted by such Participant.
- Shared by the Sponsor, or any party authorized by the Sponsor, to comply with the law or in the good faith belief that such action is necessary in order to conform to the requirements of law or comply with legal process served on Sponsor, and to protect and defend Sponsor's rights or property.

Additionally, we ask that you please keep in mind:

- Participants have a right of access, modification and withdrawal of their Personal Data. You may withdraw your consent to electronic communication and delivery of documents, update your contact information, or request a free paper copy of these Rules at any time by contacting us as set forth in these Rules. We will send you a confirmation notice once we have processed your change request.
- Participants also have a right of opposition to the data collection, under certain circumstances outlined in the applicable privacy policy. An affirmative opposition to data collection from the Participant will result in removal of the Participant(s)' participation and entry into the Sweepstakes and disqualification in the Sweepstakes generally.

**16. RIGHT TO CANCEL, MODIFY, OR DISQUALIFY.** If for any reason the Entry or Sweepstakes or any portion of either is not capable of running as planned due to technical or administrative problems, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the Sponsor's or Administrator's reasonable control which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes or any portion of either.

**17. NO WARRANTY.** THE SPONSOR, ADMINISTRATOR, AND ANY RELATED AFFILIATES MAKE NO WARRANTIES OR REPRESENTATIONS WHATSOEVER RELATIVE TO THE QUALITY, CONDITIONS, FITNESS, OR MERCHANTABILITY OF ANY ASPECTS OF THE PRIZES. No transfer, substitutions or cash equivalent for Prizes will be allowed, except at the Sponsor's and/or Administrator's sole discretion. The Sponsor and/or Administrator reserve the right to substitute Sweepstakes Prizes, in whole or in part, of equal or greater monetary value if Sweepstakes Prizes cannot be awarded, in whole or in part, as described for any reason.

**18. LIMITATION OF LIABILITY.** IN NO EVENT SHALL THE SPONSOR, ADMINISTRATOR, ANY SOCIAL MEDIA PLATFORM OR ANY RELATED AFFILIATES, CLIENTS, PERSONNEL, DIRECTORS, OFFICERS, AGENTS, OR PRINCIPALS (PARTNERS, SHAREHOLDERS OR HOLDERS OF AN OWNERSHIP INTEREST, AS THE CASE MAY BE) BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, INCURRED BY PARTICIPANTS OR ANY THIRD PARTY, WHETHER BASED ON WARRANTY OR IN CONTRACT, TORT, OR OTHER LEGAL THEORY, ARISING FROM THE ENTRY, THE SWEEPSTAKES PRIZES OR USE OF A SWEEPSTAKES PRIZE, EVEN IF THE SPONSOR OR ADMINISTRATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The Sponsor and/or Administrator are not responsible for: (i) Entries that are lost, late, incomplete, invalid, illegible, unintelligible, damaged, altered, counterfeit, obtained through fraud, late, or misdirected, which will be disqualified; (ii) failed, partial or garbled computer transmissions; (iii) technical failures of any kind, including, but not limited to electronic malfunctioning of any network; or (iv) any technical, computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability or intervention, error, omission, interruption, detection, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the web site or otherwise whether caused by web site users or by any of the equipment or programming associated with or utilized in the Sweepstakes. The Sponsor and/or Administrator reserve the right, in their sole discretion, to disqualify any Entry not in compliance with these Rules.

Participants agree that the Sponsor and/or Administrator shall have no liability for unsuccessful efforts to notify any potential Sweepstakes winner, or for any injuries, losses, or damages by reason of the Participant's participation in the Sweepstakes.

- 19. INDEMNITY AND RELEASE.** By accepting a Prize, each winner agrees to release and hold harmless the Sponsor, Administrator, any utilized social media platform and any related affiliates, clients, personnel, directors, officers, agents, or principals (partners, shareholders or holders of an ownership interest) from any and all liability, loss or damages arising from or in connection with awarding, receipt and/or use of a Prize or participation in Prize-related activities, and neither Sponsor, Administrator, social media platforms nor any related affiliates, clients, personnel, directors, officers, agents, or principals shall have any liability for any injury, misfortune, or damage to either persons or property incurred by winner's entering, participating in or winning the Sweepstakes.
- 20. IN CASE OF DISPUTES.** The Sponsor and/or Administrator will interpret these Rules and resolve any disputes, conflicting claims or ambiguities concerning the Rules, and the Sponsor's and/or Administrator's decisions shall be final. If any provision of these Rules is found to be invalid by any court having competent jurisdiction the invalidity of such provision shall not affect the validity of the remaining provisions of these rules, which shall remain in full force and effect. The Sponsor and/or Administrator reserve the right to modify or terminate the Sweepstakes or to make such other decisions regarding the administration or outcome as the Sponsor and/or Administrator deem appropriate.
- 21. FORUM AND RECOURSE TO JUDICIAL PROCEDURES.** If there is any conflict between any promotional material and these Rules, the provisions of these Rules shall prevail. The resolution of any dispute shall be within Sponsor and/or Administrator's sole discretion. As a condition of entering this Sweepstakes, except as prohibited by law, you agree that: (a) all causes of action arising out of or connected with this Sweepstakes, or any Prize awarded, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees or court costs. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with this Sweepstakes, shall be governed by, and construed in accordance with, the

laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Virginia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia. Any legal suit, action, or proceeding arising out of this Sweepstakes or the applicable Rules shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Virginia in each case located in the city of Fairfax and County of Fairfax, and the Participant(s), Sponsor and Administrator irrevocably submit to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and waives any objection based on improper venue or forum non *conveniens*.

**22. WAIVER OF JURY TRIAL.** THE PARTICIPANT(S), SPONSOR AND ADMINISTRATOR ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY THAT MAY ARISE OUT OF OR RELATING TO THESE RULES OR THIS SWEEPSTAKES IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, THE PARTICIPANT(S), SPONSOR AND ADMINISTRATOR IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE RULES OR THIS SWEEPSTAKES.

**23. CONTACT AND WINNER LIST.** For the names of the winners, available upon completion of winner confirmation, visit [here](#).

Any queries shall be sent by mail to Sponsor at:

ATTN: Follow Your Heart  
ICF Next, Inc., 420 N 5<sup>th</sup> St. Fl. 10  
Minneapolis, MN 55401

- **Abbreviated Rules:** Follow Your Heart® Block Party Sweepstakes (“Sweepstakes”) is sponsored by Danone US, LLC, 12002 Airport Way, Broomfield, CO 80021 and administered by ICF Next, Inc., 420 N 5th St. Fl. 10, Minneapolis, MN 55401. Sweepstakes period begins June 21, 2022 and ends July 4, 2022. 10 prizes available; each prize consists of a \$1,000 Visa gift card, Sponsor-branded cooler and Sponsor food products (ARV: \$1,280 each prize). Total ARV \$12,800. Must be the age of majority and a legal resident of the 50 United States (including D.C.). Employees of the Sponsor, Administrator and any of their subsidiaries or affiliate companies, or their advertising, marketing or promotional agencies and their family members are not eligible to participate. Any local state, provincial, or other government agency, their officials, or employees are not eligible to participate. No purchase necessary. Void where prohibited. Odds depend on total number of eligible entries received. Restrictions apply. See full rules [here](#).
- **Internet Banner Ad: NO PURCH NEC.** Open leg res 50 US/DC, Age of majority. Msg&data rates may apply. Ends July 4, 2022. Restrictions apply. [Click here](#) for full details & Official Rules.
- **Social Media Post: NO PURCH. NEC.** Open leg res 50 US/DC, Age of majority. Void where prohibited. Msg&data rates may apply. Ends July 4, 2022. Restrictions apply. Full Details & Rules: [bit.ly/FYH-Block-Party](https://bit.ly/FYH-Block-Party)