

FYH SUMMER GRILLING SWEEPSTAKES FORM OFFICIAL RULES (FULL)

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited by law and outside the United States. Subject to all federal, state, and local laws, regulations, and ordinances. Sweepstakes begins on August 14 at 3:00 p.m. Eastern Time (“*ET*”) and ends on August 21 at 11:59 p.m. ET (the “*Sweepstakes Period*”). Administrator’s computer is the official time keeping device for this Sweepstakes. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK, INC., TWITTER, INC., INSTAGRAM, INC. OR YOUTUBE, LLC.

1. **Eligibility:** The FYH Summer Grilling Giveaway (the “*Sweepstakes*”) is open to legal U.S. residents currently residing in the 50 United States including the District of Columbia who are the age of majority or older as of the date of entry. Employees, officers, and directors of Danone US, LLC (“*Administrator*” and/or “*Company*”),] or any of their respective parents, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter or win. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and to Sponsor’s and/or Administrator’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to verify the eligibility of winners.

2. **Sponsor:** Danone US, LLC.

3. **How to Enter:** During the Sweepstakes Period, like the FYH Instagram post, follow @followyourheart on Instagram, and tag a summer grilling bestie in the comments. For a bonus additional entry, like and comment on the last 3 other FYH posts. Upon completion of these steps, you automatically will be entered with up to two (2) entries into the Sweepstakes. You must provide all required information to be eligible to enter and win. All potential winners are subject to verification before any prize will be awarded. By entering, you agree that Company may contact you via social media, including on Facebook, Instagram or Twitter by sending you a direct message, tagging you, posting to your social media page or naming you on Company’s social media page. Limit: LIMIT UP TO TWO (2) ENTRIES PER PERSON. ADDITIONAL ENTRIES WILL BE DISQUALIFIED. Automated or bulk entries or entries submitted by third parties will be disqualified. Entries must be submitted by the contestant. Any attempt by any participant to obtain more than the stated number of plays and/or entries by using multiple and/or different identities, forms, will void that participant’s plays and/or entries, and that participant may be disqualified at Administrator’s discretion. In the event of a dispute as to any registration or play, the authorized account holder used to register will be deemed to be the registrant or player. The “authorized account holder” is the natural person assigned an account by an Instagram with the submitted account. Potential winners may be required to show proof of being the authorized account holder to the Administrator or forfeit the prize. Entries specifying an invalid, non-working, or inactive account will be disqualified and ineligible to win. You must

complete all required information to be eligible to enter. Incomplete, illegible, corrupted or untimely entries are void and will be disqualified.

a. By participating in this Sweepstakes, entrant acknowledges and agrees that he or she will clearly and conspicuously disclose that he or she is participating in this Sweepstakes in any online social sharing interaction that references the Sweepstakes or that is used to obtain entries in connection with this Sweepstakes.

b. Entries, comments and content submitted or uploaded to any social media sites or other public sites in connection with this Sweepstakes (collectively, “**Content Submissions**”) may not contain, depict or show any content that: (i) is sexually explicit or suggestive, offensive, lewd, profane, obscene, or contains nudity or racist innuendo; (ii) promotes any activities that may appear unsafe or dangerous, or any political agenda or message; (iii) defames, misrepresents or contains disparaging remarks about Administrator or other companies; (iv) contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) or copyrighted materials (including photographs, sculptures, paintings, and other works of art or images published via websites, television, movies or other media) owned by others, without permission; (v) contains any personal identification, such as license plate numbers, last names (first names are permitted), e-mail addresses or street addresses for any person other than entrant, or otherwise infringes on the privacy of any person other than an entrant; (vi) communicates messages or images inconsistent with the positive image and good will of Administrator’s brand; and/or (vii) violates any law. Any Content Submissions that contain, depict or show such content; that exceed any required file size or length limits imposed by the Sweepstakes Entities or any third-party social media site; and/or that violate these Content Submission requirements and/or the terms of these Official Rules will be disqualified. The Sweepstakes Entities reserve the right in their sole and unfettered discretion to disqualify any Content Submission that they believe is inappropriate or not suitable for publication, that does not comply with these Official Rules, or that is not consistent with the spirit or theme of the Sweepstakes.

c. If the Content Submission contains an identifiable person other than the entrant who submitted the Content Submission, by submitting the Content Submission, the entrant represents and warrants that he/she has obtained the consent of such person to the use of the Content Submission as outlined herein and such person may be required to provide written consent to the Sweepstakes Entities’ use of the Content Submission.

d. By submitting a Content Submission, entrant explicitly acknowledges and agrees that the Administrator and its legal representatives, successors and assigns shall have the irrevocable, worldwide right in perpetuity to license, sub-license, edit, alter, post, reproduce, publicly display and publish, in any media, including online, any or all material which you upload to any websites (including, without limitation, social media sites) associated with the Sweepstakes, with or without first and/or last name credit to the entrant without any additional consideration or approvals from or to entrant; and Content Submissions that attempt to restrict this right will not be considered. Each entrant warrants and represents that his/her Content Submission is original, has not been previously published or won any award, complies with any applicable community guidelines, terms of use, and any other binding terms on Instagram, does not contain any material that would defame or otherwise violate or infringe upon the rights of any third party, including

patents, copyrights, trademarks or rights of privacy or publicity, complies with these Official Rules, and will not violate any federal, state or local laws or ordinances.

4. **Selection of Winners:** On or about August 22nd, Administrator will select the name of potential winners of the prizes in a random drawing from among all entries received. The odds of winning are based on the number of eligible entries received. The potential Winners will be notified by Instagram DM on or about August 23, 2023. Except where legally prohibited, each potential Grand Prize winner must sign and return, within seven (7) days of being notified, an Affidavit/Declaration of Eligibility, Liability & Publicity Release in order to claim his/her prize. If a potential Winner cannot be contacted in person via email, telephone, and/or registered mail after the first attempt to contact him/her, or if he/she fails to sign and return the Affidavit/Declaration of Eligibility, Liability & Publicity Release or Declaration of Compliance within the required time period (if applicable), or if potential Winner and his/her companion are unavailable to travel within any time period specified by Administrator, or in the event that a potential Winner is disqualified for any reason, Administrator will award the applicable prize to an alternate winner selected by a random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which any remaining prizes will remain un-awarded.

a. Verification of Potential Winners: **ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.**

5. **Prizes:** 1 grand prize (the "*Grand Prize*"): Grand Prize consists of a portable gas grill, a grilling tool set, a prize pack filled with Follow Your Heart merch, and 10 Follow Your Heart FREE product vouchers. Approximate Retail Value ("*ARV*") of each Grand Prize: \$421.46. Limit one prize per person and per household.

a. Prize Restrictions: Limit: One (1) prize per person and per household. Any and all applicable federal, state, [provincial, regional] and local taxes (including but not limited to income and sales taxes) and all fees, expenses, service charges, gratuities, and other costs related to acceptance and use of prizes not specifically stated herein are the sole responsibility of the individual prize winner. Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right, at its sole discretion, to substitute prize of equal or greater value if the advertised prize (or portion of prize) is unavailable. Winner is responsible for any loss of prize or portion of prize after it has been delivered. Sponsor will not replace any lost or stolen prizes. Prizes cannot be used in conjunction with any other promotion or offer. Only the number of prizes stated in these Official Rules is available to be won. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, an alternate winner will be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available. Any United States winner will be issued a 1099 tax form for the appropriate retail value of prize.

6. **General Conditions:** This Sweepstakes is governed by the laws of New York, United States. Participation constitutes entrant's full and unconditional agreement to these Official Rules and to Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Administrator reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Administrator's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Administrator in its sole discretion. Administrator and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications, telephone transmission problems; computer or software malfunctions or damage to a user's computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of sending or submission of entry will not be deemed proof of receipt by Administrator. Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

a. **WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, ADMINISTRATOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.** Administrator 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 Sweepstakes; 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 Sweepstakes is not capable of running as planned, Administrator may, in its sole discretion, void any suspect entries and (a) modify the Sweepstakes or suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) cancel or terminate the Sweepstakes (or any portion thereof) and award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

7. **Publicity; Limitations of Liability and Release:**

A. BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE THAT ADMINISTRATOR, INSTAGRAM AND THEIR AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING AGENCIES, WEBSITE PROVIDERS, WEB MASTERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (THE "**RELEASED PARTIES**") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART,

DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS SWEEPSTAKES OR IN ANY SWEEPSTAKES RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM. BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

b. EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE SWEEPSTAKES CONSTITUTES WINNER'S GRANT TO ADMINISTRATOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF ADMINISTRATOR), AND THE RELEASED PARTIES THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLD WIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, THE WINNER'S ENTRY, NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS AND BIOGRAPHICAL INFORMATION (INCLUDING BUT NOT LIMITED TO HOMETOWN AND STATE) FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION.

C. WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

d. WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING [THE WEBSITE AND] ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR

EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

9. **Disputes.** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and 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 exclusively by the United States District Court for the District of New York or the appropriate State Court located in Westchester County, New York; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Administrator in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

10. **Privacy:** Any personal information sent to, shared with or collected by Administrator in connection with this Sweepstakes is subject to Administrator's Privacy Policy, found at <https://www.danonenorthamerica.com/privacy-policy>, and you understand that you are providing such information to Administrator and not to Facebook, Twitter, Inc., or Instagram, Inc. Administrator and Administrator's agents, affiliates, subsidiaries, representatives or service providers may use entrants' and/or referrals' personal information submitted with entry for purposes of prize fulfillment and/or for future marketing by Administrator, such as to notify them of a product or Sweepstakes that Administrator thinks may be of interest.

11. **Official Rules and Winners List:** For a copy of the Official Rules, visit followyourheart.com/giveaway/ or send a stamped, self-addressed envelope for receipt by June 20th to:

Follow Your Heart Marketing
Danone North America
12002 Airport Way
Broomfield, CO 80021.

For a list of winners available after August 22nd, send a stamped, self-addressed envelope for receipt by September 20th to the address above. VT residents may exclude return postage on requests for Official Rules.