

# YEAST GARD SWEEPSTAKES REVIEW & WIN PROMOTION OFFICIAL RULES

**NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE ODDS OF WINNING.**

**OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES WHO ARE 18 YEARS OF AGE AND OLDER AND WHO ARE PHYSICALLY LOCATED AND RESIDE IN THE UNITED STATES.**

**VOID IN PUERTO RICO, QUEBEC, CANADA AND WHERE PROHIBITED.**

- PROMOTION TIMING:** This Review & Win Sweepstakes (the "Sweepstakes.") begins at 12:01 P.M Pacific Time ("PT") on January 1<sup>st</sup>, 2018 and ends 11:59 P.M. PT on March 31<sup>st</sup>, 2018 ("Promotion Period").
- ELIGIBILITY:** The Sweepstakes is open only to legal residents of the fifty (50) United States, who are 18 years of age or older and are physically domiciled in the United States as of date of entry. Employees of the following companies or their respective parent, subsidiaries or affiliate companies or promotion agencies are not eligible: Lake Consumer Products ("Sponsor"), or any retailer of any products of Lake Consumer Products. Immediate family members (spouses, parents, children, and siblings and their spouses) of such employees and/or persons living in the same household of such employees (whether or not related) are also not eligible. Void outside the fifty (50) United States and where prohibited or restricted by law. All applicable federal, state and local laws apply. By entering, participants agree to be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all respects.
- HOW TO ENTER:** You may enter the Sweepstakes as set forth below.
  - Submit a Rating and Review (a "Review") at [yeastgardadvanced.com](http://yeastgardadvanced.com) (the "Yeast Gard Website")
  - Select "Write a Review" from a product page to be redirected to the Ratings and Reviews submission page.
  - Complete all of the required information, including a valid email address, and follow the instructions for submitting a Review.

You must follow the online instructions and comply with the "Review Guidelines" and "Terms of Use" which are available in the review sections of the product pages on [yeastgardadvanced.com](http://yeastgardadvanced.com). Your Review will not be eligible as an entry in Review & Win if you do not comply with the appropriate Guidelines and Terms of Use. Photos may be included but are not required and must comply with the Guidelines and Terms of Use. You may submit one (1) Review per product for as many products as you like for posting. **Limit one (1) entry per person per product.** Proof of sending or submission will not be deemed proof of receipt by Sponsor. You cannot change your Review after it has been submitted. Reviews become the sole property of Sponsor and will not be returned. If your review is unable to be posted due to government regulations laid out in the Review Guidelines, your review will not be eligible as an entry in the Review & Win sweepstakes.

- ALTERNATE METHOD OF ENTRY:** If you do not wish to enter the Sweepstakes by submitting an online entry as described above in Paragraph 3, you may enter the Sweepstakes by mailing your name and email address on postage prepaid post card addressed to: Lake Consumer Products, 1 Pharmacal Way, Jackson, WI 53037; Attention: Review & Win Sweepstakes. Limit one (1) entry per person/ product (whether submitted online as provided in Paragraph 3 or by mail). A mail-in entry must be post marked before the end of the Promotion Period, and received by Sponsor on or before March 31<sup>st</sup>, 2018. Any mail-in entry received after that date will not be eligible. Any mail entry that does not include both the entrant's name and email address will not be eligible.
- DISQUALIFYING EVENTS:** You must submit a valid email address when you submit any entry. Any attempt by a potential entrant to obtain more than the maximum of number of entries (whether online, mail-in or any combination) by using multiple email or street addresses, identities, registrations, logins, sending more than the permitted number of mail-in entries, or any other methods will void that participant's entry and that participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Any entry that fails to comply with the requirements referred to in Paragraph 3 above or that is otherwise deemed inappropriate or unsuitable for posting on the Yeast Gard Website, in the Sponsor's sole discretion, will not be posted (or may be taken down after posting) and will disqualify the potential entrant from receiving an eligible entry for that submission. Without limiting the generality of the foregoing, any Review, Photo or Story submitted for posting on the Yeast Gard Website that is, in the Sponsor's sole discretion, obscene, profane, lewd, defamatory, contains any third party materials, or otherwise violates or infringes (or may infringe) any copyright, trademark, logo, or mark that identifies a brand or other proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity, defames, misrepresents or contains disparaging remarks about other people or companies, contains any personal identification, such as license plate numbers personal names, email addresses or street addresses or is otherwise objectionable, will disqualify the Review, as the case may be, from posting and will not count as an entry.
- RANDOM DRAWING & NOTIFICATION:** On or before April 15<sup>th</sup>, 2018, the potential winners of the Sweepstakes will be selected in a random drawing from all eligible entries received for the Sweepstakes. Odds of winning in the Sweepstakes depends on the total number of eligible entries received for that Sweepstakes. The potential winners will be notified by email. The potential winners will be required to provide a mailing address and may also be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release (except where prohibited by law) and/or an IRS W-9 Form within seven (7) calendar days of notification by Sponsor. The potential winners will not be declared an official winner and the prize may be forfeited and will be awarded to another entrant who is randomly selected if (i)

any prize notification or any prize is returned as undeliverable , (ii) any prize is returned as undeliverable, (iii) a proper mailing address is not specified, (iv) the potential winners fail to provide their contact information within seven (7) calendar days after notification by Sponsor or fails to return an Affidavit of Eligibility, Liability Release and Publicity Release and/or an IRS W-9 Form within the time specified above, (v) the potential winners are determined by Sponsor, in its sole discretion , to be ineligible, (vi) the potential winners decline the prize, or (vii) the potential winners are otherwise not in compliance with these Official Rules . Sponsor shall not be responsible for any delays in awarding any prize for any reason.

7. **PRIZE AND APPROXIMATE RETAIL VALUE ("ARV").** There will be five Sweepstakes Winners who will be eligible to receive one (1) of one (1) \$150 Visa Gift Cards. The winners are responsible for all federal, state and local taxes. The prize is not transferable or assignable and may not be substituted or redeemed for cash either in whole or in part. No cash or other substitution may be made except by Sponsor, who reserves the right, in Sponsor's sole discretion, to substitute the prize with another prize of equal or greater value. Gift cards may be subject to additional terms and conditions imposed by the issuer. Sponsor will not be responsible for any lost, mutilated or stolen gift card. The ARV for the Sweepstakes is \$150 per gift card.
8. **GENERAL CONDITIONS:** The following terms of this Paragraph 8 and the terms of Paragraphs 9 through 12 below apply to the Sweepstakes.
  - a. By entering the Sweepstakes, all participants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and legally binding in all matters relating to this Sweepstakes.
  - b. All participants, as a condition of entry, agree that they have not purchased any kind of Internet service or made any expenditure whatsoever (other than on their submission of the product reviewed or story) in order to participate in and/or enter the Sweepstakes. Normal Internet access and usage charges imposed by your online service may apply.
  - c. In the event of a dispute regarding the identity of an entrant and/or the Prize winners based upon an email address, an entry will be deemed submitted by the authorized account holder of the email address provided, but only if that person meets all other eligible criteria, as determined in the sole discretion of the Sponsor. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.
  - d. By entering, the winners grant Sponsor and its designees the right to use winner's names, likenesses, voices, statements, opinions and biographical information for advertising, promotion and other purposes in any and all media now known or hereafter devised, worldwide without limitation and without additional compensation, permission or notification, except where prohibited by law.
  - e. Persons who tamper with or abuse any aspect of this Sweepstakes or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Sponsor reserves the right, as its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes if it is not capable of running as planned, including, but not limited to, tampering, unauthorized intervention, fraud, technical or phone line failures or any other problems beyond the control of the Sponsor, and to award the prize based on a drawing among all eligible entries received prior to cancellation.
  - f. By entering, participant represents that their Review is original, truthful and will not constitute defamation or an invasion of privacy or otherwise infringe upon the rights of any third party, and that the participant owns or has the rights to convey any and all right and title in such review. In addition, by entering, participant grants to Sponsor a non-exclusive, irrevocable, royalty-free transferable right and license to use, copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and/or sell and /or distribute such content and/or incorporate such content into any form, medium or technology throughout the world without compensation to the entrant at any time in the future for any purpose, without further permission, notice or compensation (except where prohibited by law).
  - g. Online entries on the Yeast Gard Website are governed by Sponsor's Privacy Policy and its Terms of Use.

**DISCLAIMERS & RELEASES:** By entering the Sweepstakes, entrants, to the maximum extent permitted by law, hereby release and hold harmless Sponsor, Lake Consumer Products, and each of their advertising and promotion agencies, and each of their respective officers, directors, employees, and agents (collectively, "**Released Parties**"), from and against any liability, claims, lawsuits, judgments, losses, damages of any kind, injuries, death, property damage, costs and expenses, arising from, resulting from or in connection with the Sweepstakes, the participation in the Sweepstakes, or the receipt, possession, use or misuse of any prize. Released Parties are not responsible for lost, late, incomplete, inaccurate, delayed, misdirected or undelivered mail or online entries or other errors or difficulties of any kind whether human, mechanical, electronic, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the winners, or in any Sweepstakes-related materials. Released Parties are not responsible for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for any technical failure that may occur with posting of any Review or Photo. Proof of sending or submission is not proof of receipt. If the Yeast Gard Website goes

down or for any other reason Sponsor is unable to accept online entries in connection with this Sweepstakes, Released Parties are not responsible, but will make a good faith effort to remedy the problem as quickly as possible.

**DISPUTES:** Except where prohibited, each participant agrees that: (a) any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of New York; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (c) the participant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct or indirect damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participants and Sponsor in connection with this Sweepstakes, shall be governed by and construed in accordance with the laws of New York without giving effect to any choice of law or conflict of law rules or provisions which would cause the application of the laws of any jurisdiction other than the State of New York.

**SPONSOR:** Lake Consumer Products, 1 Pharmacal Way, Jackson, WI 53037