

**Planet Smoothie® – Planet Smoothie Vital Proteins Giveaway (“Sweepstakes”)
Official Sweepstakes Rules (“Official Sweepstakes Rules”)**

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. PRIZE WINNERS ARE REQUIRED TO EXECUTE AN AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY AGREEMENT. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, THE PARENT OR AFFILIATED COMPANIES OF THE SOCIAL MEDIA WEBSITES FACEBOOK®, TWITTER® OR INSTAGRAM®. VOID WHERE PROHIBITED. These Official Sweepstakes Rules may be viewed online at: Planetsmoothie.com/vitalproteinssweeps.

1. Eligibility. The Sweepstakes is only open to legal residents of the fifty (50) United States and the District of Columbia (excluding Rhode Island) (“**Territory**”), who have reached eighteen (18) years of age or older at the beginning of the Sweepstakes Period (as defined in [Section 3](#)). The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited or restricted by law.

Employees of, members of the immediate family of, or those domiciled with an employee (whether related or not) of Kahala Management, L.L.C. (“**Sponsor**”), Vital Proteins, LLC (“**Vital Proteins**”) or each of their parent(s), affiliates, subsidiaries, and Planet Smoothie licensees, franchisees, and their employees are ineligible to participate in the Sweepstakes.

An eligible individual, who enters the Sweepstakes, is hereafter referred to as an “**Entrant**” or “**you**.” Each Entrant unconditionally accepts and agrees to comply with and abide by these Official Sweepstakes Rules and to the decisions of the Sponsor, which are final and binding in all respects, and may be required to verify that they meet eligibility requirements as outlined herein.

In addition to compliance with these Official Sweepstakes Rules, an Entrant may also be required to comply with the terms of service of the applicable social media platform (<https://www.facebook.com/terms.php>; <https://help.instagram.com/581066165581870>; <https://twitter.com/en/tos>). Facebook, Twitter, and Instagram are not participants or sponsors, nor does Facebook, Twitter, or Instagram endorse, administer, or promote this Sweepstakes. You are providing your information to Sponsor and not to Facebook, Twitter or Instagram. If you participate via your mobile phone, such activity will be subject to the charges pursuant to your wireless service provider's rate plan. Please consult your wireless service provider for more information.

2. Agreement to Rules: Each Entrant unconditionally accepts and agrees to comply with and abide by these Official Sweepstakes Rules and to the decisions of the Sponsor, which are final and binding in all respects, and represents and warrants that he/she meets the eligibility requirements set forth herein and may be required to verify that he/she meets the eligibility requirements set forth herein.

3. Sweepstakes Period. The Sweepstakes Period begins at 12:01 A.M. Scottsdale, Arizona time on Monday, February 14, 2022 and ends at 11:59 P.M. Scottsdale, Arizona time on Sunday, May 1, 2022 (“**Sweepstakes Period**”). The computer clock of the Sponsor is the official time-keeping device for the Sweepstakes Period.

4. How to Enter the Sweepstakes. During the Sweepstakes Period, you may enter the Sweepstakes through the website URL at Planetsmoothie.com/vitalproteinssweeps (“**Website**”) by enrolling in the Planet Smoothie rewards program, Planet VIP, which may require you to provide information such as your name, email address and telephone number, zip code, date of birth, gender, and favorite store, or by mail as described below (each, an “**Entry**” and collectively referred to herein as “**Entries**”). More information on Planet VIP is available at <https://my.spendgo.com/index.html#/register/planetsmoothie>. All Entries must be complete and accurate to be eligible. Once submitted, all Entries become the property of the Sponsor.

To receive one (1) entry without enrolling in the Planet Smoothie eClub, on a 3" x 5" piece of paper, hand-print your name, complete address, daytime and evening telephone numbers (area code included), and date of birth, and mail entry in a properly stamped #10 envelope to: Kahala Management, LLC – Planet Smoothie Vital Proteins Giveaway, 9311 E. Via de Ventura, Scottsdale, AZ 85258. Entries must be received by May 1, 2022 to be eligible.

5. Entry Limit. One (1) Entry per Entrant throughout the Sweepstakes Period. Entrants may only receive one (1) Entry into the Sweepstakes, regardless of means of entry. Entrants are not permitted to use another person's identity. Any Entrant, who uses multiple names or otherwise attempts to enter multiple times in violation of these Official Sweepstakes Rules, shall be disqualified from the Sweepstakes. If it is discovered by Sponsor (using any evidence or other information made available to or otherwise discovered by Sponsor) that any Entrant has attempted or has used any other identities or system(s) or program(s) to participate in or disrupt the Sweepstakes, then he or she shall be disqualified from the Sweepstakes in the sole and absolute discretion of Sponsor. Failure to comply with these Official Sweepstakes Rules and the decisions made by Sponsor may result in an Entrant being disqualified from the Sweepstakes.

6. Privacy. The personal information you provide at the time of Entry in the Sweepstakes will be subject to the law of the United States. All information provided at time of Entry is subject to the Sponsor's Privacy Policy posted at <https://www.planetsmoothie.com/aboutus/legalprivacy/index.php>. By entering this Sweepstakes and providing personal information, you agree to the use of your personal information as described in the above privacy policies.

7. Prizes, Approximate Retail Value (“ARV”) and Odds. All details and other restrictions of the “Prize” (as defined herein) not set forth in these Official Sweepstakes Rules will be determined by Sponsor in its sole discretion.

- A. Prize:** Ten (10) Entrants, each a “**Prize Winner**” and collectively “**Prize Winners**”) chosen at random, will each be awarded one (1) prize packet (each a “**Prize**” and collectively “**Prizes**”), as follows:
- **Prize:** Ten (10) Entrants will be awarded:
 - One (1) Vital Proteins Shaker bottle
 - Two (2) Packages of Vital Proteins Collagen Peptides
 - One (1) Planet Smoothie Tumbler
 - One (1) gift card to Planet Smoothie, or to an alternate Sponsor brand if necessary, valued at Fifty and 00/100 USD (\$50.00)
- B. Total ARV:** The total ARV of one (1) Prize is One Hundred Fifty-Five and 41/100 USD (\$155.41). The total ARV of all ten (10) Prizes is One Thousand Five Hundred Fifty-Four and 10/100 USD (\$1,554.10). Any difference between the approximate retail value and the actual retail value will not be awarded or refunded.
- C. Odds:** The odds of winning the Prize depends on the total number of eligible entries received during the Sweepstakes Period.
- D. Tax Information:** All income taxes (including, without limitation, federal, state and/or local income taxes) and any other costs and expenses associated with a Prize acceptance and use not specified herein as being provided, is the sole responsibility of the applicable Winner.

No substitution, assignment, exchange of cash, currency, credit, or transfer of a Prize by a Prize Winner is allowed. Sponsor reserves the right to substitute a Prize for one of equal or greater value. A Prize Winner is solely responsible for any local, state, federal and other taxes and charges in connection with the receipt and/or use of a Prize. Any additional expenses incidental to the receipt and/or use of a Prize, is the sole responsibility of the individual Prize Winner. Should a Prize Winner decline or fail to claim a Prize, or be unreachable, Sponsor reserves the right to either select an alternate winner until the Prize is claimed or forfeit the Prize with no replacement winner being selected.

8. Winner Selection: On or about Monday, May 9, 2022, (“**Winners Selection Date**”), Prize Winners will be selected in a random drawing from among all eligible entries received during the entire Sweepstakes Period. There will be a total of ten (10) Prize Winners selected. Each Prize Winner must claim his/her Prize as set out below in Section 9. Sponsor’s decisions in all matters relating to the Sweepstakes are final.

9. Notification and Claiming Prize: Entrant consents to being contacted by Sponsor for Sweepstakes-related purposes, which include, but are not limited to, Prize eligibility notifications and Prize claim notifications. Sponsor will notify the Prize Winners on or about Monday, May 9, 2022 by sending an email to the email address provided by each Prize Winner in their Entry or by telephone call to the telephone number provided by mail in Entry (“**Prize Notification**”). To claim his/her Prize, each Prize Winner will be directed to contact Sponsor with additional information in order to claim his/her Prize, including without limitation, the requirement to complete, execute and return Sponsor’s affidavit of eligibility/release of liability/publicity release form and any other documentation reasonably requested by Sponsor. Each Prize Winner must contact Sponsor within two (2) days of the date of his/her Prize Notification and must also return the affidavit of eligibility/release of liability/publicity release form and any other requested documentation to Sponsor within three (3) days of receipt. Prizes will be delivered to Prize Winners by mail. Return of Prize Notification as undeliverable or unreachable or any other failure to comply with this Section 9 may result in disqualification and alternate selection in Sponsor’s sole discretion. Each Prize Winner may be required to complete and return an IRS form W-9. Sponsor will work with each Prize Winner to ensure the above required documents are timely completed and returned.

If the Prize Winners do not comply with these Official Sweepstakes Rules, meet eligibility requirements, do not claim the respective Prize within Sponsor’s required timeframe, or do not timely comply with all of Sponsor’s instructions to claim the Prizes, Sponsor has the option in its sole discretion to either select an alternate winner until the Prize is claimed or forfeit the Prize with no replacement winner being chosen.

10. General Conditions: By entering the Sweepstakes, Entrants agree to abide by these Official Sweepstakes Rules, to be contacted by Sponsor by phone and/or email and to be bound by the decisions of Sponsor, which are final. Entries will be declared to be made by the authorized account holder of the e-mail address submitted at the time of Entry. The authorized account holder of an e-mail address is defined as the natural person who is assigned to an e-mail address by an internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. If for any reason the Sweepstakes is not capable of running as planned by reason of infection by virus, bugs, worms, malware, spyware, hacking, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of the Sponsor, may corrupt or affect the administration, operation, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and select winners from the Entries received prior to the action taken, or by other means deemed fair and appropriate by Sponsor. Sponsor reserves the right, in its sole discretion, to disqualify an Entrant if Sponsor: (a) learns or suspects that Entrant has misappropriated another’s identity or infringed upon the rights of any person or entity; (b) finds that Entrant has tampered, is tampering or plans to tamper with the entry process or the operation of the Sweepstakes; or (c) believes that Entrant has violated these Official Sweepstakes Rules or is acting in an unprofessional or disruptive manner. Any attempt by any person to undermine the legitimate operation of this Sweepstakes may be in violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor’s failure to enforce any term of these Official Sweepstakes Rules shall not constitute a waiver of that provision.

By entering this Sweepstakes, each Entrant hereby grants to Sponsor, its affiliates, and its licensees the right and license to use Entrant's Entry, name, image, likeness, voice, photograph, statements, biographical information, content and Prize status, in whole or in part, for promotional, advertising and/or publicity purposes in any media, now known or later developed and available, throughout the world and in perpetuity, without compensation or notice to, or further consent of, the Entrant, to the extent permitted by law. Sponsor is not responsible for any typographical or other error in the printing, the offering, or the announcement of any Prize or in the administration of the Sweepstakes. By accepting a Prize, Prize Winners release Sponsor and its affiliated and related companies, Planet Smoothie licensees/franchisees, Vital Proteins, and their respective officers, directors, employees and agents, including, without limitation, their advertising and promotional agencies and the independent sweepstakes organizations, from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or misuse of any Prize.

If any provision of these Official Sweepstakes Rules is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Official Sweepstakes Rules and shall not affect the validity and enforceability of any remaining provisions. Headings and captions are used in these Official Sweepstakes Rules solely for convenience or reference and shall not be deemed to affect in any manner the meaning or intent of these Official Sweepstakes rules or any provision thereof.

11. Release and limitations of liability: Except where prohibited, by participating in the Sweepstakes, each Entrant forever and irrevocably agrees to release, indemnify, defend and hold harmless Sponsor, Vital Proteins, and related companies, promotional partners, Prize partners, Facebook, Twitter, Instagram and each of their respective parent, subsidiaries, affiliates, successors, predecessors, and their respective agents and agencies, and their respective officers, directors, shareholders, employees and agents (collectively, **"Released Parties"**) from and against any claim, cause of action, loss, fine, award, judgment, demand, lawsuit, obligation, interest, tax, penalty or other damage, including, without limitation, attorneys' fees, expert fees and costs, arising out of or in connection with Entrant's participation in the Sweepstakes, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) errors in the administration of the Sweepstakes or the processing of Entries; or (e) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes and/or receipt and/or acceptance of a Prize. Entrant assumes all liability for any injury or damage caused, or claimed to be caused, by participation in this Sweepstakes or the acceptance or use or misuse of any Prize.

12. Disputes: By entering this Sweepstakes, you agree: (a) to be bound by these Official Sweepstakes Rules and by all applicable laws and decisions of Sponsor, which shall be binding and final; (b) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any Prize shall be resolved individually, without resort to any form of class action, and exclusively by the state or federal courts located in Maricopa County, Arizona; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, excluding Entrant's attorneys' fees, expert fees and costs; and (d) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental, special and consequential damages and any other damages other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO ENTRANT. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Sweepstakes Rules and the rights and obligations of Entrants and Sponsor in connection with the Sweepstakes shall be governed by and enforced in accordance with the laws of the State of Arizona, without giving effect to any conflict of laws rules, which would cause the application of the laws of any jurisdiction other than the State of Arizona. These Official Sweepstakes Rules shall be binding upon and inure to the benefit of Sponsor's and each Entrant's respective successors, assigns, estates, executors and heirs.

13. Sponsor: Kahala Management, L.L.C., 9311 E. Via de Ventura, Scottsdale, AZ 85258. Vital Proteins is not a sponsor, co-sponsor, or administrator of this Sweepstakes.

// End of Official Rules //

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