

# LIFEWAY FOODS PROBUGS BITES GIVEAWAY

## OFFICIAL RULES

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**VOID WHERE PROHIBITED.**

**SPONSOR:** Lifeway Foods, Inc., 6431 Oakton St, Morton Grove, IL 60053

**By participating, you (“entrant” or “you”) agree to abide by and be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all respects and not subject to appeal.**

**1. CONTEST PERIOD:** The Lifeway Foods ProBugs Bites Giveaway Sweepstakes (the “Sweepstakes”), is a random draw sweepstakes. The Sweepstakes begins at 1:30:00 p.m. Central Time (CT) on September 23, 2016 and ends at 11:59:00 p.m. CT on October 3, 2016 (the “Sweepstakes Period”). The sole determinant of time for the purposes of receipt of a valid entry in the Sweepstakes will be Sponsor’s clock. The Sweepstakes will consist of 10 (10) randomly selected winners chosen once the sweepstakes has ended (on or after October 3, 2016).

**2. ELIGIBILITY:** The Sweepstakes is open only to persons ages eighteen (18) and older, who are, as of the time of entry, legal residents of, and physically located within the Continental United States (collectively, “Territory”), and are not officers, directors, or employees of Sponsor, their respective parent, subsidiary or affiliated companies; or the advertising, promotional or fulfillment agencies of any of them (collectively, the “Sweepstakes Entities”); nor members of their households or immediate families (defined as parents, children, siblings, step-parents, step-children, step-siblings and their spouses). The Sweepstakes is subject to all applicable federal, state, and local laws.

**3. HOW TO ENTER:** Internet access required. To enter, visit [www.lifewaykefir.com/win-free-probugs-bites](http://www.lifewaykefir.com/win-free-probugs-bites), fill out the Google Form, and click the “Submit Comment” button during the Sweepstakes Period to receive one (1) entry in the Sweepstakes for an opportunity to win a prize. All required fields must be completed or your entry will not be eligible. All entries for the Entry Period must be received by 12:59:59 p.m. CT on the last day of the Entry Period. You may only enter through the website, from a computer or mobile device. All entries become property of Sponsor and will not be returned. There is a limit of one (1) entry per person. If a dispute arises regarding who submitted an entry, the entry will be deemed to be submitted by the authorized account holder of the email address provided at time of entry. Authorized account holder is defined as the natural person who is assigned to 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 email address.

**4. LIMITATIONS:** Entrants who have not complied with these Official Rules are subject to disqualification and their entries will be void. Sponsor reserves the right to disqualify any entrant's registration in the Sweepstakes if Sponsor determines or suspects that the entrant has attempted to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other fraudulent, deceptive, or unfair playing practices. Entrants must submit images that are appropriate for the Sweepstakes theme. No images featuring nudity, illegal drugs, alcohol or crude behavior of any kind allowed. Sponsor reserves the right to cancel, modify, or suspend the Sweepstakes at any time if fraud, technical failures, or any other errors or other causes corrupt the administration, security, integrity, or proper play of the Sweepstakes. In the event of cancellation, Sponsor reserves the right to select the winners from among all eligible entries received up to the time of such cancellation, in a manner determined by Sponsor to be fair, appropriate, and consistent with these Official Rules.

The Sweepstakes Entities do not warrant that access to the Sweepstakes will be uninterrupted. Neither the Sweepstakes Entities, nor any of their officers, directors, shareholders, employees, agents or representatives (individually and collectively, "Releasees") are responsible for: (a) entries from persons residing, or physically located, outside the Territory; (b) entries that are altered, delayed, deleted, destroyed, forged, fraudulent, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misrouted, multiple, non-delivered, stolen, tampered with, unauthorized, unintelligible or otherwise not in compliance with these Official Rules; (c) lost, interrupted or unavailable networks, servers, satellites, websites, or other connection, availability, or accessibility problems arising in connection with or over the course of the Sweepstakes; (d) failure of personal computers and/or software and hardware configurations, any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical or other errors in connection with the administration of the Sweepstakes, the processing of mail or entries, or the offering or announcement of the prizes or in any prize notification documents; (e) any other errors of any kind relating to or in connection with the Sweepstakes, whether human, mechanical, clerical, electronic, or technical in nature; (f) the incorrect or inaccurate capture of information, or the failure to capture any information in connection with the Sweepstakes; or (g) damage to a user's system occasioned by participation in this Sweepstakes or downloading any information necessary to participate in this Sweepstakes; even if caused by the negligence of any of the Releasees.

**5. PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"):** Six (10) prizes will be awarded. Ten winners will receive a t-shirt mailed to the winner's provided address. ARV of each prize: \$3. Total ARV of all prizes: \$30.

All federal, state, and local taxes (including income and withholding taxes), if any, as well as any other costs and expenses associated with prize acceptance not specifically mentioned herein are not included and are solely a winner's responsibility. If the actual value of a prize is less than the stated ARV in these Official Rules or in any Sweepstakes-related correspondence or materials, the difference will not be awarded. Any depiction of a prize is for illustrative purposes only and may not reflect actual prize won. Prizes are not redeemable for cash or transferable, and must be accepted as awarded. No

substitution allowed except, at Sponsor's sole discretion, a prize of equal or greater value may be substituted. Sponsor will not replace any lost, mutilated or stolen prizes. Prize elements may not be separated. Prizes cannot be used in conjunction with any other Sweepstakes or offer. No more than the stated number of prizes will be awarded.

**6. PROCEDURES AND ODDS OF WINNING:** On or about the dates listed in Section 1 above (the "Contest Period"), in a random drawing, Sponsor will select the potential prize winners for the Entry Period from among all those eligible entries received during the Entry Period. Odds of winning a prize depend on the total number of eligible entries received during the Entry Period.

**7. HOW TO CLAIM YOUR PRIZE:** All potential winners are subject to verification and participant's full compliance with these Official Rules before any prize will be awarded. On or within two (2) business days following the Drawing Date, the potential winners for the Entry Period will be notified via email to obtain contact information to verify eligibility as well as any additional required information or responses. It is the responsibility of the winners to claim their prizes with a response to our initial email. Sponsor is not responsible for prizes not claimed and will not provide alternate prizes of winners fail to claim their prizes. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate winner (if time permits) may result from any of the following: (a) a potential winner's failure to respond to email notification within twenty-four (24) hours after transmission; (b) the return of an email notification as undeliverable after three (3) attempts; (c) the return of any other notification as undeliverable; (d) a potential winner's failure to provide Sponsor with satisfactory proof of age, identity and residency, if required; (e) a potential winner's failure to provide Sponsor with satisfactory proof that he/she is the authorized account holder of the email address associated with the winning entry, if required; (f) a potential winner's failure to provide any required additional information upon Sponsor's request; and/or (g) any other non-compliance with these Official Rules. In the event of any prize forfeiture by a potential Sweepstakes winner, the Sponsor may, in its sole discretion, award or not award the forfeited prize to an alternate winner.

**8. PRIVACY POLICY:** All entrants agree to the terms and conditions of the Sponsor's email newsletter list. If you are selected as a winner, your information may also be included in a publicly available winners list.

**9. RELEASES:** By participating in this Sweepstakes, you agree: (a) to release, indemnify, and hold harmless the Sweepstakes Entities from any and all liability, loss, or damage incurred with respect to participating in the Sweepstakes or the awarding, receipt, possession, and/or use or misuse of a prize; (b) that under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, any punitive, indirect, incidental, consequential, exemplary, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this Sweepstakes or the awarded prizes shall be resolved individually, without resort to any form of class action; (d) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, and in no event will entrants be entitled to receive attorneys' fees or court costs.

Each winner, by acceptance of a prize, grants to Sponsor, the other Sweepstakes Entities, and each of their respective designees the absolute right and license to use, publish, post, and/or display his/her name, address (city and state of residence), photograph, voice, likeness, and/or other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Sweepstakes Entities' sole discretion) in any and all media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration, notification or permission, unless prohibited by law.

**10. GENERAL:** The Sweepstakes Entities' failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in Sweepstakes-related materials, these Official Rules shall prevail. 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. The Sweepstakes Entities' employees are not authorized to waive, modify, or amend any provision or provisions of these Official Rules in any manner whatsoever. **ANY ATTEMPT BY AN ENTRANT OR OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL, TO THE FULLEST EXTENT PERMITTED BY LAW.**