BODYARMOR® COMMIT TO FIT PROMOTION

OFFICIAL TERMS AND CONDITIONS. INTERNET ACCESS REQUIRED.

- BE ONE OF THE FIRST 5,000 individuals to register for the BODYARMOR[®] Commit To Fit Promotion (the "Offer") at <u>www.BACommitToFit.com</u> (the "Website") during the Offer Period (as defined below). As part of the registration process, the participant must provide their email address. The same email address must be used by the participant throughout the Offer. Please check the Website for registration availability before you buy.
- BUY any BODYARMOR[®] product (any size/any flavor) ("Participating Product") between 12:00:00 AM (PT) on 1/1/23 AM Pacific Time ("PT") – 11:59:59 PM (PT) on 3/31/23 (the "Offer Period") at retail stores in the U.S. ("Qualifying Purchase"). <u>Note</u>: Product returns/exchanges and rainchecks for Participating Products from before the commencement of the Offer Period CANNOT be used for this Promotion.
- 3. **SNAP** a picture of your entire receipt showing Qualifying Purchase and UPLOAD it at www.BACommitToFit.com by 11:59:59 PM (PT) by 4/7/23 in order to receive reward points ("Points") in the Offer. AFTER SUCH DATE/TIME, RECEIPT SUBMISSIONS WILL NOT BE ACCEPTED, EVEN IF PURCHASE WAS MADE DURING OFFER PERIOD AND IS OTHERWISE IN COMPLIANCE WITH THESE OFFICIAL TERMS AND CONDITIONS. Data rates may apply (for submissions made via mobile device). Check with your wireless service provider for any applicable rates and fees. Only Qualifying Purchase of a Participating Product(s) is valid for this Offer. NOTE: YOU MUST USE THE SAME EMAIL ADDRESS FOR EACH **RECEIPT SUBMITTED IN THE PROMOTION.** Photo must include the entire receipt from top to bottom, including all four (4) corners. Be sure that the required information is captured in the receipt, which includes retailer name, date of purchase, time of purchase, receipt total and purchase of Participating Product(s) ("Required Information"). All Required Information must be legible in your image(s). For longer receipts, you may submit a picture of the receipt folded ensuring that it shows the Required Information. Blurry and/or unreadable receipt images will be rejected. Star the Participating Product(s) on your receipt for quicker verification. ALL SUBMISSIONS ARE SUBJECT TO VALIDATION BY THE PROGRAM ADMINISTRATOR ON BEHALF OF THE SPONSOR; IF SUBMISSION IS NOT VALIDATED, YOU WILL NOT RECEIVE AN ENTRY AND/OR AN OFFER. For help, visit www.BACommitToFit.com.
- EARN 50% back on Qualifying Purchase(s) during the Offer Period in the form of Points. Participants can earn Points that can be redeemed for up to \$25 in Rewards (as further defined below) in the Offer. Maximum Rewards in the Offer is \$25 per person. Participants can cash out and redeem their

Points anytime during the Offer Period. Points must be redeemed by 4/30/23 or Points will be forfeited. "**Rewards**" in the Offer are defined as follows:

Rewards	Minimum – Maximum \$
adidas Gift Card	\$5 - \$25
Athleta eGiftCard	\$10 - \$25
Instacart Gift Card	\$25
Nike Digital Gift Card	\$5 - \$25
PayPal/Venmo	\$1 - \$25
Spotify Gift Card	\$10
Topgolf eGift Card	\$20

Participants may cash out in \$5 increments for a reward (except for PayPal/Venmo, which can be cashed out for any balance). Reward(s) will be sent via email to the email address used for your submission. Reward is good only for use in accordance with these Terms and Conditions. Any other use of Reward – including attempted sale or transfer of Reward – is void. Reward issued for valid submission and is only good for intended recipient.

Open to legal residents of the fifty (50) United States, District of Columbia and Puerto Rico who are 18 years of age or older and are one (1) of the first 5,000 individuals to register for the Offer. Employees of BA Sports Nutrition, LLC ("Sponsor"), TPG Rewards, Inc. ("Program Administrator"), their respective parent companies, affiliates, subsidiaries, advertising, promotion and other agencies (collectively, "Promotion Entities") are not eligible to participate in this Offer. Receipt submission must be submitted by 4/7/23 at 11:59:59 PM (PST). Limit one (1) Reward per household for the entire Offer Period. Offer valid only in fifty (50) United States, District of Columbia and Puerto Rico. By submitting your receipt, you agree to receive up to two (2) email messages regarding the promotion to the email account associated with submission. You may opt-out of receiving messages regarding the promotion from Sponsor at any time after receipt of the confirmation message by sending a reply email message with the word "STOP". By emailing a submission from your wireless device, the participant grants permission to the Sponsor to notify them via a return email message and must agree to accept all applicable charges associated therewith. You are responsible for all applicable fees and taxes associated with completing a submission from a wireless device. The email messaging method of submission is designed to work with most of the U.S. major wireless carriers, but Sponsor makes no guarantee that any particular wireless service provider will participate, and the wireless device that is used must be capable of sending and receiving email messages. Check with your carrier for details. Participants should check their phone's features to see if they have that capability. Wireless service providers may charge entrants for each email message, including any error message that is sent and received in connection with the offer, based on the applicable wireless service pricing plan. Participants should consult their

wireless service provider's pricing plan for details. Sponsor in its sole discretion may add or delete a wireless carrier at any time, without notice. Proof of uploading and/or submitting an email is not considered proof of delivery to or receipt by Sponsor or its designee (Program Administrator) of submission materials. Promotion Entities assume no responsibility for lost, late, incomplete, misdirected, illegible or non-deliverable submissions. Offer is void where prohibited.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning the reward. <u>WITHOUT LIMITING THE</u> <u>GENERALITY OF THE FOREGOING, SUCH REWARD IS PROVIDED "AS</u> <u>IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED,</u> <u>AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES,</u> <u>INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF</u> <u>MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR</u> <u>NON-INFRINGEMENT.</u>

Sponsor is not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of registration information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions or other errors of any kind, whether human, mechanical or electronic, which may occur or which may limit one's ability to participate, including any injury or damage to participant's or any other person's computer and/or mobile device, relating to or resulting from participating in this Offer. The preceding expressly includes, but is not limited to, electronic communications not timely received or received at all by an Offer participant due to technological, programming, filtering or other malfunction/error/failure of any kind. Promotion Entities are not responsible for printing or typographical errors in any Offer related materials.

Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend this Offer should it determine, in its sole discretion, that any virus, bug, non-authorized human intervention or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Offer. In such case, Sponsor will only honor submissions made prior to time of such determination; notification of such action by Sponsor will be posted at <u>www.BACommitToFit.com</u>. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the operation of the Offer. Additionally, Sponsor reserves the right to prosecute any fraudulent activities to the full extent of the law.

CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS OFFER IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

Sponsor: BA Sports Nutrition, LLC, 17-20 Whitestone Expressway, Suite #401, Whitestone, NY 11357

Program Administrator: TPG Rewards, Inc., 19790 West Dixie Hwy, Suite 808, Aventura, FL 33180

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THIS OFFER IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY, OR ASSOCIATED WITH VENMO OR PAYPAL, INC.