

## **Animal Parade “Back to School” Sweepstakes**

### **Official Rules**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.**

#### **1. Eligibility**

Back to School (“Sweepstakes”) is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Natural Organics and other companies associated with the promotion of the Sweepstakes, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Sweepstakes is subject to federal, state, and local laws and regulations.

#### **2. Sponsor**

The Sweepstakes is sponsored by Natural Organics (“Sponsor”), located at 548 Broadhollow Rd, Melville, NY 11747.

#### **3. Agreement to Official Rules**

Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

#### **4. Sweepstakes Period**

The Sweepstakes begins on September 5, 2018 and ends 11:59 PM EST on October 1, 2018 (“Sweepstakes Period”). Entries that are submitted before or after the Sweepstakes Period will be disqualified.

#### **5. How to Enter**

To enter the Sweepstakes, entrant must submit their first name, last name, and e-mail address in the provided digital entry form listed here ([www.naturesplus.com/community](http://www.naturesplus.com/community)).

After entrant has completed the entry steps, this will automatically give entrant an eligible entry in the Sweepstakes.

#### **6. Entries**

Limit of one (1) entry per person. All entries become the property of Sponsor and will not be acknowledged or returned.

## **7. Prize and Winner Selection**

Two (2) prize winners will be notified.

**Sponsor will select the winners at random from the list of emails provided by entrants.**

## **8. Winner Notification**

The winners will be notified via email. Sponsor reserves the right to use additional means to contact winner, at its sole discretion. If a winner does not respond to notification from Sponsor as a winner by 5:00 PM PST on the following day of Sponsor's notification, then the prize will be forfeited and an alternate winner will be selected from the remaining eligible entries. Winner may not substitute or transfer prizes. Natural Organics reserves the right to substitute a prize of equal or greater value in the event a prize is unavailable. Prizes are not redeemable for cash. All taxes on prizes are winner's responsibility.

Limit: Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements.

## **9. Prizes**

Two (2) prize winners will each receive a year supply (12 months) which equates to four (4) 180 count Natures Plus Animal Parade Assorted Children's Chewable Multivitamin bottles. (a \$109 retail value)

A potential prize winner may be required to execute an Affidavit of Eligibility, a Liability Release, and a Publicity Release (collectively, "Prize Claim Documents"). Prize may be forfeited if the Prize winner: (i) cannot be reached; (ii) does not respond to the Notification within the time provided herein; or (iii) cannot accept or receive the Prize for any reason. Non-compliance with these Official Rules may result in disqualification.

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

## **10. General Conditions**

In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Sweepstakes is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) 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) terminate the Sweepstakes and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

## **11. Permissions**

Except where prohibited by law, entry constitutes permission to use entrant and winners' names, hometown cities and states, voices, likenesses, entries for online posting, and/or any advertising and publicity in any form without additional compensation. Winners may also be required to sign and return a release of liability, declaration of eligibility and, where lawful, publicity consent agreement, as conditions of receiving a prize. Failure to comply with the aforementioned conditions shall be grounds for forfeiture of a prize. In such a case, an alternate winner will be selected at random from the eligible entries.

## **12. Release and Limitations of Liability**

By participating in the Sweepstakes, entrants agree to forever and irrevocably release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Sweepstakes, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the "Released Parties") from and against any claim, cause of action, or proceeding arising out of participation in the Sweepstakes or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Sweepstakes, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Sweepstakes; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Sweepstakes, including, without limitation, errors that may occur in the administration of the Sweepstakes, the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, the incorrect downloading of the application the processing of entries application downloads or in any Sweepstakes-related materials; (f) ambiguity with respect to these Official Rules; or (g) any injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or acceptance, receipt, use or misuse of any prizes (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

## **13. Disputes**

**THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN SUFFOLK**

COUNTY, NEW YORK. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“AAA RULES”). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NEW YORK. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN SUFFOLK COUNTY, NEW YORK. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS’ FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROMOTION PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

#### **14. Privacy**

Information collected from entrants is subject to Sponsor’s Privacy Policy located at: <https://naturesplus.com/privacy/>

#### **Inquiries or Questions**

Any inquiries or questions regarding this Sweepstakes, other than a request for the names of the winners, may be made by sending the inquiry or question with a self-addressed, stamped envelope to Natural Organics, Inc. Sweepstakes, 548 Broadhollow Road, Melville, NY 11747. Requests for the names of the winners may be made by sending a self-addressed, stamped envelope to Natural Organics Inc. Sweepstakes, 548 Broadhollow Rd, Melville, NY 11747 with a request for the names of the winners.