

## GEAR UP LIKE A GATORADE PRO INSTANT WIN GAME

### OFFICIAL RULES

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER, WIN, OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING A PRIZE. VOID WHERE PROHIBITED. MESSAGE AND DATA RATES MAY APPLY.**

The Gear up like a Gatorade Pro Instant Win Game ("Promotion") is sponsored by The Gatorade Company ("Sponsor"), 555 W. Monroe St, Chicago, IL 60661 and is administered by Prize Logic, LLC ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. PROMOTION TIMING:** The Promotion includes a purchase period ("Purchase Period") and a game period ("Game Period"). Purchase Period begins on June 14, 2018 at 12:00 PM Eastern Time ("ET") and ends on September 10, 2018 at 11:59:59 PM ET. Game Period begins on June 14, 2018 at 12:00 PM ET and ends on September 24, 2018 at 11:59:59 PM ET. The Administrator's computer is the Promotion's official clock. Promotion includes a gift with purchase offer, as described in Section 4 below.
- 2. ELIGIBILITY:** This Promotion is offered only 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 participation. Employees of Sponsor; Administrator; Fanatics, Inc.; NBA Properties, Inc., the National Basketball Association (the "NBA"), the NBA member teams, and NBA Media Ventures, LLC (collectively, the "NBA Entities"); NFL Entities (as defined below); the Office of the Commissioner of Baseball ("BOC"), its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P. ("MLBAAM" or "MLB.com"), Major League Baseball Properties, Inc., BAMTech, LLC, The MLB Network, LLC, the Major League Baseball Clubs ("Clubs"), each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC, and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities (collectively, the "MLB Entities"); and any of their respective owners, parent companies, affiliates, directors, subsidiaries, franchisees, representatives, advertising, promotion and production agencies, agents (collectively, the "Promotion Entities"), and their immediate family members (*i.e.*, spouse, parent, child, sibling, and the "steps" of each) and persons living in the same household of each are not eligible to participate in the Promotion. Void where prohibited or restricted by law. All federal, state, and local laws apply.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Administrator. For purposes of the Promotion, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of registration. Entrants will not be allowed to change their physical addresses or e-mail addresses. If it is discovered or suspected that an entrant has registered or attempted to register for the Promotion using multiple e-mail addresses or multiple identities, all of that entrant's game plays will be declared null and void and any prize an entrant might have been entitled to win will not be awarded and may be revoked. Use of any automated system or any like methods to participate in the Promotion is prohibited and will result in disqualification of any entrant attempting such use.

3. **HOW TO PARTICIPATE:** During the Game Period, an eligible entrant must visit [gatorade.com/lockerroom](http://gatorade.com/lockerroom) (“Website”), enter his/her valid e-mail address, and complete and submit the registration form which may include, but is not limited to, first and complete last name (no initials), street address (no P.O. Boxes), city, state, ZIP Code, telephone number, date of birth, and confirmation that he/she has read and agrees to be bound by these Official Rules. After an entrant has registered, there are two (2) ways to play the Game.
- A. Qualifying Purchase and Receipt Upload: An entrant may, during the Purchase Period, purchase any Gatorade product (“Qualifying Purchase”) and, during the Game Period, follow the instructions on the Website to upload an image of the Qualifying Purchase receipt. The entrant may then follow the on-screen instructions to play the instant win game and receive one (1) game play (“Game Play”). Each Qualifying Purchase receipt may only be used once. **A Qualifying Purchase receipt must be dated during the Purchase Period to be valid. Any Game Play made using a Qualifying Purchase receipt dated outside of the Purchase Period will be voided and not eligible to win a prize.**
- B. No-Purchase Mail-In Code Request: Between June 1, 2018 and September 10, 2018, an entrant may legibly hand write his/her full name (no initials), complete street address (no P.O. Box), city, state, ZIP Code, date of birth, and valid e-mail address on a 3½” x 5” properly stamped postcard and mail it to: Gear up like a Gatorade Pro Instant Win Game Code Request, P.O. Box 251328, West Bloomfield, MI 48325. Mail-in requests sent in an envelope will not be accepted. Mail-in requests must be postmarked between June 1, 2018 and September 10, 2018 and must be received by September 20, 2018. Administrator will send one (1) Game Play code (“Code”) by e-mail to the e-mail address provided on the request. Mail-in requests must be original and hand-written. No mechanical reproductions are allowed. Upon receiving a Code, during the Game Period, an entrant may follow the on-screen instructions at the Website to enter a Code and receive one (1) Game Play.

Following a Game Play, an entrant will receive notification on the Website screen as to whether he/she is a potential winner (“Notification”). An entrant who receives a winning Notification will be deemed a potential winner subject to verification of the entrant’s eligibility and compliance with these Official Rules, **including verification of entrant’s Qualifying Purchase receipt**, as determined by Sponsor in its sole discretion. **If an entrant receives a winning Notification but his/her receipt is not valid, he/she will not be a winner and the prize will be forfeited.** An entrant is not a winner of any prize, even if the Notification should so indicate, unless and until entrant’s eligibility and the potential winning Game Play have been verified and entrant has been notified that verification is complete. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any Game Play that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored.

**Game Play Limits: Regardless of the method of receiving Game Plays**, limit three (3) total Game Plays per entrant per day during the Game Period. Game Plays received in excess of the stated limit will be void and may result in disqualification of the entrant, subject to Sponsor’s sole discretion. A “day” is defined as starting at 12:00 AM ET and ending at 11:59:59 PM ET on each calendar day during the Game Period, except on June 14, 2018, when the day will start at 12:00 PM ET and end at 11:59:59 PM ET.

**Note:** If an entrant uses a mobile device to participate in the Promotion, data rates may apply. Not all mobile device providers carry the service necessary to participate. Entrants should consult their wireless providers' pricing plans. In the event that a household enters the Promotion using more than five (5) unique e-mail addresses, all of the Game Plays associated with that household (determined by Sponsor or Administrator in their sole discretion) may be disqualified.

- 4. GIFT WITH PURCHASE: Gift with purchase not valid for current Pandora Premium subscribers or persons that have previously taken a trial.** An eligible entrant who registers for the Promotion, makes a Qualifying Purchase during the Purchase Period, and uploads the Qualifying Purchase receipt during the Game Period will receive one (1) code redeemable for a ninety (90)-day Pandora Premium subscription ("Gift"). Gifts will be e-mailed to recipients at the e-mail addresses used at registration approximately two (2) to three (3) weeks after receipt verification. The approximate retail value ("ARV") of each Gift is \$30. Limit one (1) Gift per entrant. A Gift is awarded as a unique PMC-issued code, each of which shall provide a customer with access to a ninety (90)-day trial subscription to the Pandora Service (the "Trial"), and which requires a customer to provide a credit card for subscription payment after the expiration of the Trial. Additional limitations may apply; see [www.pandora.com/legal/subscription-offer-terms](http://www.pandora.com/legal/subscription-offer-terms) for more details. The redemption of each Pandora Code is subject to the Pandora Subscription Terms available at [www.pandora.com/legal/subscription](http://www.pandora.com/legal/subscription), which sets forth the procedures for maintaining or cancelling a subscription at any time during or after the Trial. **VALID CREDIT CARD REQUIRED TO USE A GIFT. A RECIPIENT MUST CANCEL THE PANDORA SERVICE PRIOR TO THE END OF THE TRIAL PERIOD OR THE RECIPIENT'S CREDIT CARD WILL BE CHARGED \$9.99 PER EACH ADDITIONAL MONTH. GIFTS CANNOT BE USED BY INDIVIDUALS WHO ARE ALREADY PANDORA SUBSCRIBERS OR WHO HAVE PREVIOUSLY REGISTERED FOR A PANDORA TRIAL.**

**5. PRIZES, ODDS OF WINNING, AND ARV:**

- A. Prizes:** The following prizes are available during the Game Period (each a "Prize"):

Prize	Quantity	ARV (each)	ARV (total)
\$50 Fanatics.com Gift Card	2,500	\$50	\$125,000
\$20 Gatorade.com Gift Card	4,000	\$20	\$80,000

The use of a gift card is subject to the terms and conditions set forth or referred to thereon which shall govern the use of the gift card. Use of a gift card constitutes the user's acceptance of the terms and conditions so the winner should read the terms and conditions carefully. A winner must protect a gift card and treat the gift card as he/she would any other valuable document. A gift card will not be redeemed or exchanged for cash, except where required by law. A gift card will not be replaced or replenished if it lost, stolen, damaged, destroyed, or used without a winner's permission and will be voided if altered or defaced.

- B. Total ARV:** The total ARV of all available Prizes in the Promotion is \$205,000.
- C. Odds of Winning:** The odds of winning a Prize depend on when the entrant completes a Game Play. Prizes will be made available at random times throughout the Game Period. To be a potential winner of a Prize, an entrant's Game Play must have occurred either at

the exact randomly predetermined winning time as determined by Sponsor and/or Administrator. If a Game Play does not occur at the exact randomly predetermined winning time, then the next entrant's Game Play to occur after that time will be deemed a potential Prize winner. The number of Prizes available to be won will decrease during the Game Period as Prizes are awarded and claimed.

**D. General:** In no event will more Prizes than are stated in these Official Rules be awarded. If, for any reason, more Prize notifications are sent (or more claims are received) than the number of Prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of Prizes through a random drawing from among all eligible prize claims received. Limit one (1) of each type of Prize per person/household (three [3] Prizes total per person/household). No Prize substitution or exchange will be allowed, except as indicated elsewhere in these Official Rules and except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a Prize.

**6. RECEIVING A PRIZE:** Winning a Prize is subject to verification of eligibility and compliance with these Official Rules. Potential winners will be notified on-screen and via e-mail after a potentially winning Game Play (as described above). Potential winners may be requested to provide additional documentation for verification purposes. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules or declines to accept a Prize, the Prize may be forfeited. If a Prize is forfeited, the Prize may be awarded to an alternate winner, selected in a random drawing from among all remaining non-winning Game Plays, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a Prize, the Prize may not be re-awarded. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any Prize won. Prizes will be e-mailed to verified winners within approximately six (6) to eight (8) weeks.

Sponsor will attempt to notify each potential winner as set forth above, but Promotion Entities are not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Promotion e-mail, including any winner notification e-mail, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. The right to receive a prize is non-assignable, non-transferable and no substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a Prize or force majeure, at Sponsor's sole and absolute discretion. Promotion Entities shall not be held responsible for any delays in awarding a Prize for any reason.

**7. LIMITATION OF LIABILITY:** By participating in the Promotion, entrants agree that the Promotion Entities and their respective parent companies, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents ("Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable e-mail notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/Website/use net accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human

intervention; or the incorrect or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any Website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Promotion and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Website or any Promotion-related website(s). The Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Promotion and/or accepting or using a Prize/Gift. The Released Parties shall not be responsible or liable for Game Plays that are entered by any automated computer, program, mechanism or device, for any Game Plays in excess of the stated limit or for Game Plays that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such Game Plays may, in Sponsor's sole discretion, be disqualified.

If, for any reason, the Promotion is not capable of running as planned, Administrator reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Promotion and/or proceed with the Promotion, including the selection of winners in a manner it deems fair and reasonable including the selection of the winners from among eligible Game Plays received prior to such cancellation, termination, modification or suspension. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more Prizes are claimed than are intended to be awarded according to these Official Rules, the intended Prizes will be awarded in a random drawing from among all verified Prize claims received. This Promotion is subject to all federal, state, and local laws and regulations.

By entering the Promotion, each entrant agrees: (i) to waive any rights to claim ambiguity with respect to these Official Rules; (ii) to waive all of his or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Promotion, including but not limited to any Promotion-related activity or element thereof, and the entrant's Game Plays, participation or inability to participate in the Promotion, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Promotion materials, (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize/Gift (or any component thereof), (e) any change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation or modification of the Promotion, (g)

human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any Game Play (including, without limitation, the registration information or any parts thereof), (i) any technical malfunctions or unavailability of the Website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant, (j) interruption or inability to access the Promotion, the Website or any other Promotion-related websites or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to entrant's (or any third person's) equipment used to access the Promotion and/or its contents related to or resulting from any part of the Promotion, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged Game Plays, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (o) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof), or (p) the negligence or willful misconduct by entrant.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE WEBSITE AND PRIZE/GIFT COMPONENTS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

**8. DISPUTES: THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. 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 JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. 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 GAME PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**

**9. PRIVACY:** Sponsor's privacy policy is available at <http://www.gatorade.com/privacy-policy>.

**10. PUBLICITY RIGHTS:** By participating in the Promotion and/or accepting a Prize/Gift, each entrant agrees to allow Sponsor, Sponsor's designee, and the NBA Entities the perpetual right to use his or her name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, worldwide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.

**11. GENERAL:** Any attempted form of participation in this Promotion other than as described herein is void. In the event of a dispute as to the identity of a winner, the winning Game Play will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such Game Play. "Authorized account holder" 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) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Administrator reserves the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Promotion, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Promotion. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the Prize documents will not affect the validity or enforceability of any other provision. Administrator's interpretation of these Official Rules is final and binding in all matters related to the Promotion. Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All Game Plays and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall prevail.

**12. WINNERS' LIST:** For a list of winners, an interested individual may mail a self-addressed stamped business envelope to: Winners' List –Gear up like a Gatorade Pro Instant Win Game, P.O. Box 251328, West Bloomfield, MI 48325. Winners' List requests must be received no later than November 24, 2018.

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Customer Service inquiries may be made at [Contact Us](#).

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