

ROCK 'N' ROLL® ADVOCARE SPARK SWEEPSTAKES

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

1. The “Rock ‘n’ Roll® AdvoCare Spark Sweepstakes” (the “**Sweepstakes**”) is subject to these official rules (the “**Official Rules**”).
2. **Eligibility:** To be eligible to enter the Sweepstakes, you must be:
 - a. an individual at least 18 years old (or the age of majority in your jurisdiction of residence) at the time of entry;
 - b. a resident of the United States of America;
 - c. not an employee, officer, director, or agent of World Triathlon Corporation, Competitor Group, Inc., or any of its parents, affiliated companies, subsidiaries, licensees, suppliers, printers, or advertising or drawing/contest agencies, and not otherwise involved with or associated with the Sweepstakes;
 - d. not an employee, officer, or director of any company or organization associated with the Sweepstakes;
 - e. not a shareholder of any company referenced in item (c) or (d) above (but only if such company is not a publicly traded company);
 - f. not an immediate family member (as defined below) or a household member (as defined below) of any individual referenced in item (c), (d), or (e) above; and
 - g. not otherwise barred by law from participating in the Sweepstakes at the date and time of entry.

“**Immediate family members**” means parents, step-parents, children, step-children, siblings, half-siblings, spouses, and domestic partners. “**Household members**” means people who have the same residence at least three (3) months during the past twelve (12) months. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. The Sweepstakes is void where prohibited by law. The use of multiple identities is prohibited and will void each of that participant’s/person’s entries.

3. **Sponsor & Administrator:** Competitor Group, Inc. (“**Sponsor**” or “**Operator**”) located at 3407 W. Dr. Martin Luther King Jr. Blvd. Suite 100, Tampa, FL 33607.
4. **Agreement to Official Rules:** By participating in the Sweepstakes, entrant represents and warrants that (i) they have read and understood, and fully and unconditionally agrees to and accepts, these Official Rules and that the decisions of the Sponsor are final and binding in all matters related to the Sweepstakes and (ii) that they are eligible to enter the Sweepstakes in accordance with any and all applicable laws and these Official Rules. Sponsor shall be entitled to interpret these Official Rules as needed – including but not limited to rules regarding deadlines, Winner selection, Prize restrictions, and eligibility – and all such decisions are final. By participating, entrant irrevocably, fully and unconditionally waives any right to claim ambiguity in these Official Rules and/or in any other Sweepstakes and/or Sweepstakes-related advertising or materials. Winning any Prize is contingent upon fulfilling all requirements set forth herein.

5. **Entry Period:** The Sweepstakes entry period begins at or about 8:00 AM Eastern Time (“ET”) on March 1, 2023, and ends at or about 11:59 PM ET on March 8, 2023 (the “**Entry Period**”). Sponsor’s

computer is the official timekeeping device for this Sweepstakes. Enter via Facebook or Instagram, as described below. No other method of entry will be accepted.

ENTRY INTO THE SWEEPSTAKES

6. **How to Enter: LIMIT ONE (1) ENTRY PER PARTICIPANT PER PLATFORM** (Facebook/Instagram). Participants may submit one (1) entry via Facebook and one (1) entry via Instagram. The maximum amount of entries allowed for each participant is two (2).
- a. **Facebook:** During the Entry Period, look for Sponsor’s Sweepstakes post inviting followers to enter for a chance to win a prize. Using your Facebook account, “like” the post and post and original comment in response to such posts message. Your comment must include the hashtag #SparkSweepstakes. **You must be a registered user of Facebook and follow Sponsor’s Official Facebook Account (<https://www.facebook.com/RunRocknRoll/>) in order to enter this Sweepstakes via Facebook.**
- b. **Instagram:** During the Entry Period, look for Sponsor’s Sweepstakes post inviting followers to enter for a chance to win a prize. Using your Instagram account, like” the post and post and original comment in response to such posts message. Your comment must include the hashtag #SparkSweepstakes. **You must be a registered user of Instagram and follow Sponsor’s Official Instagram Account ([@runrocknroll/](https://www.instagram.com/runrocknroll/)) in order to enter this Sweepstakes via Instagram.**
7. For all entries, your entry must remain publicly posted through the drawing date (as set forth below) and must comply with the Content Restrictions (as set forth below) and Facebook’s Terms of Service and Community Standards, available at https://www.facebook.com/policies_center/ or Instagram’s Terms and Policies, available at [Terms of Use | Instagram Help Center](https://www.instagram.com/policies_center/). Information submitted via the Facebook platform is subject to Facebook’s Data Policy and Terms of Service, available at https://www.facebook.com/policies_center/ and Instagram’s Terms of Service, available at [Terms of Use | Instagram Help Center](https://www.instagram.com/policies_center/). Data and usage rates may apply to the download and use of the Facebook and Instagram mobile applications. The time of receipt of any Facebook/Instagram entry shall be the time such entry is made available to Sponsor via the Facebook/Instagram platform. Any entries that do not comply with the Content Restrictions or otherwise with these Official Rules and any that are removed or hidden prior to the drawing date are void. Sponsor reserves the right, but not the obligation, to review any entry for violation of these Official Rules and may, at its sole discretion, reject, delete, or otherwise exclude an entry for any reason, including without limitation, if the entry contains any Content Restrictions or any other commentary or material which Sponsor, in its sole discretion deems inappropriate.
8. Each entrant is limited to only one (1) Facebook entry and only one (1) Instagram entry in the Sweepstakes. Any attempt by an individual entrant to obtain more than one (1) entry on each platform, whether by using multiple/different e-mail addresses, identities, Instagram/Facebook accounts, post cards, registrations, email addresses, logins, or via any other methods, will void all of such entrant’s entries and that entrant may be disqualified from further participation or from registering anew at Sponsor’s discretion. Any use of automated, programmed, or similar entry methods or agents will void

all entries by the entrant who employs, or causes to be employed, such methods. Entrants are not permitted to share the same email address as another entrant. Entry materials/data that have been tampered with or altered are void. Once submitted, entries become the sole property of Sponsor or its designee and such entries will not be acknowledged or returned.

9. **CONTENT RESTRICTIONS:** Entrants must not include any of the following content (the “**Content Restrictions**”) in any entry: (a) pornography, adult-oriented content or any other sexually-explicit material; (b) materials relating to lotteries or gambling; (c) explicit language or content, images of violence, or promotion of illegal activities; (d) content in violation of intellectual property rights or laws; (e) libelous, defamatory, disparaging, tortious or slanderous materials; (f) content that denigrates, disparages, or reflects negatively on the Released Parties or their owners and employees; (g) tobacco, alcohol or drugs; (h) dangerous stunts; (i) real weapons of any kind including, but not limited to, guns, knives, or projectiles; (j) material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age, or any other basis protected by federal, state, territory, provincial or local law, ordinance, or regulation; (k) individuals under legal age of majority without providing a signed release from parent or legal guardian; (l) audio and/or visual content owned by any third party (e.g., recorded music; pre-produces video, etc.); and (m) material that is unlawful, or otherwise in violation of or contrary to the laws or regulations in any state/territory/province with the entry is created. Any entry that does not comply with the foregoing, in the sole and absolute discretion of Sponsor will be disqualified.
10. If you do not have a Facebook/Instagram account, you may sign-up for free by visiting www.Facebook.com or [Instagram](https://www.instagram.com) (as applicable) and following the enrollment instructions. Submission of your entry constitutes your consent to participate in the Sweepstakes and consent for Sponsor to obtain, use, and transfer your Facebook/Instagram username, and other details for Sweepstakes administration purposes. The Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Facebook/Instagram. Apple is not a participant in or sponsor of this promotion.
11. **Privacy.** Personally identifiable information that is submitted by entrant as part of this Sweepstakes (whether via Facebook/Instagram and shared with Sponsor per your Facebook/Instagram account settings, or submitted directly to Sponsor) will be used to administer the Sweepstakes, select and announce the Prize Winner, and fulfil the Prize, and will be treated in accordance with Sponsor’s privacy policy, available at <https://www.runrocknroll.com/privacy-policy> which may be updated from time to time. By entering the Sweepstakes, entrant hereby agrees to Sponsor’s collection and usage of their personal information, and they hereby acknowledge that they have read and accepted Sponsor’s privacy policy.

DETERMINATION OF WINNER; PRIZE

10. **Random Drawing:** On or about March 10, 2023, Sponsor will randomly select five (5) potential winners from all entries received during the Entry Period. Subject to verification of eligibility and compliance with the requirements below, the potential winners will be declared the official winners of the Sweepstakes (each a, “**Winner**” and collectively, “**Winners**”). Each entry has an equal chance of winning as any other entry.

11. **Prizes (5):** Each Winner will receive one (1) three-month supply of AdvoCare Spark and one (1) AdvoCare shaker bottle (the “**Prize**”). The total Approximate Retail Value (“**ARV**”) of each Prize is \$165.70.
12. **Total ARV:** ARV of all Prizes awarded in the Sweepstakes: \$828.50
13. **Odds.** The odds of an entrant winning this Sweepstakes depend on the total number of eligible entries submitted in accordance with these Official Rules.
14. **Notification:** The potential Winners will be notified via a Facebook/Instagram “Direct Message” from the Sponsor (the “**Prize Notification**”). Entrant must (a) respond within seven (7) days of the issuance of the “Direct Message” and (b) return to the Sponsor, by the date and manner specified, the applicable Verification Paperwork (defined below) as may be required by the Sponsor.
15. If any potential Winner does not respond within seven (7) days after the first notification attempt, or fails to comply with any of these Official Rules, or if the Sponsor determines that the potential Winner is ineligible or disqualified, or declines the Prize for any reason, the Prize will be forfeited and, at Sponsor’s sole discretion and time permitting, Sponsor may either (i) select an alternate winner by random drawing from the remaining eligible entries or (ii) void the Prize.
16. Noncompliance with these Official Rules or the return of the Prize (or any portion thereof) or Prize notification as undeliverable may result in disqualification and Prize forfeiture. Entrants acknowledge that (a) it is their responsibility to check their notifications to ensure they receive any notification from Sponsor in connection with this Sweepstakes, and (b) Sponsor will not be held responsible for any failure by the Winner to timely claim the Prize in connection with the Winner’s failure to receive any notification transmitted by Sponsor. Sponsor is not responsible for entries that are lost, unauthenticated, or late for any reason, and all such entries are void. Sponsor reserves the right in its sole discretion at any time to disqualify any entry that, or entrant who, does not comply with these Official Rules in its sole discretion. All Sweepstakes decisions shall be at the sole discretion of the Sponsor.

PRIZE CONDITIONS

17. All Prize details shall be at Sponsor’s sole discretion. The Prize consists only of those items specifically listed as part of the Prize. Winner assumes sole responsibility for all expenses and incidental costs associated with the Prize not explicitly outlined above, including without limitation, all federal, provincial, state and local taxes (if any), VAT taxes or fees, surcharges, fees, tips, gratuities, parking, concessions, souvenirs, merchandise, additional or non-included transportation, travel or lodging, food, beverages, snacks, Internet access, personal items, service or facility charges, and upgrades.
18. Verified Winner(s) will receive instructions on claiming or receiving Prize elements. If Prize is mailed or shipped, Winner shall assume all risk of loss, damage, theft, late or missed delivery. Upon fulfilling any Prize, Sponsor will be deemed to have awarded the Prize to Winner and such Winner assumes full responsibility for the Prize.
19. Prize or Prize components are not exchangeable or redeemable for cash, may not be sold, bartered, or auctioned, and must be accepted as awarded, without substitutions. The right to receive any Prize is not transferrable. Any Prize or portion thereof not used or accepted by Winner is forfeited and no cash or substitute will be offered or permitted, unless required by law. Prizes may not be substituted except that

Sponsor in its discretion may substitute a Prize, or portion thereof, with a prize or portion of equal or greater value if it deems necessary. Any such changes will be announced.

20. Prizes offered are provided “as is” with no warranty or guarantee either express or implied by Released Parties. Merchandise prize components (if any) carry no warranty other than that offered by manufacturer. Released Parties have neither made nor are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any Prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Other restrictions apply.
21. If the actual value of any individual component of the Prize is less than the relevant value listed above or if the actual value of the Prize is less than the aggregate ARV stated herein, the Winner will not be entitled to any compensation or reimbursement for difference in value.
22. **Verification Paperwork.** The potential Winners will be notified as set forth above and, as a condition of receiving a Prize, may be required to present valid photo identification and/or required to complete, sign, and return to Sponsor an Affidavit of Eligibility, liability waiver, a Publicity Release (where legal), tax forms and/or other legal documents (collectively, “**Verification Paperwork**”). AN ENTRANT IS NOT A ‘WINNER’ OF THE SWEEPSTAKES PRIZE UNLESS AND UNTIL SPONSOR HAS COMPLETED ITS VERIFICATION OF ENTRANT’S ELIGIBILITY. If Verification Paperwork is provided to Winner, Winner must return the completed Verification Paperwork within forty-eight (48) hours of receipt.
23. **Publicity:** Except where prohibited by law, participation in the Sweepstakes constitutes entrant’s consent for the Sponsor and its affiliates’, agents’, designees, or affiliated third parties’ to use entrant’s name, voice, likeness, statements, photographs, audiovisual recordings, opinions, biographical information, and state of residence for purpose of advertising the Sweepstakes, any subsequent drawing, contest, or other promotion by Sponsor, any event owned or licensed by Sponsor, or for any other commercial purpose, in each case in any media or manner, now known or hereafter devised, without payment, consideration, notice, or approval.
24. **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 or other technical problem, the Sponsor may, in its sole discretion, either: (1) suspend or modify the Sweepstakes to address the impairment and resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (2) award the Prize(s) in a random drawing from among all eligible entries that have registered 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 improper manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, if such an attempt is made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor’s failure to enforce any provision or aspect of these Official Rules shall not constitute a waiver thereof.

LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES

25. The term “**Released Parties**” shall mean (a) Sponsor and its related companies, parents, subsidiaries, affiliates, event hosts, sponsors, and their respective agents and agencies, and their respective

officers, directors, employees, shareholders, members, and agents; (b) AdvoCare International, LLC; (c) Facebook, Inc. ("**Facebook**"); (d) Instagram, Inc. ("**Instagram**"); (e) any other company involved in the development or administration of the Sweepstakes; and (f) their respective parent companies, subsidiaries, agencies, affiliates, franchisees, promoters, Prize suppliers, directors, officers, employees, agents and related persons.

26. Except where prohibited, by participating in the Sweepstakes, entrants agree to release, indemnify, defend, and hold harmless the Released Parties from and against any and all alleged, existing, or future actions, claims, and/or liabilities of whatever nature including, but not limited to, personal injury, bodily injury (including, without limitation, wrongful death and disability of any person), property damage, and expense (including, without limitation, reasonable attorneys' fees) and loss or damage of any other kind, relating to or arising from, in whole or in part, directly or indirectly, (a) your participation, or inability to participate, in the Sweepstakes, or any Sweepstakes-related or Prize-related activity; (b) the use by Released Parties (including modification, adaptation, and reproduction) of entry materials during or after the Sweepstakes; (c) the delivery, acceptance, possession, redemption, use, misuse, loss, or misdirection of the Prize; (d) unauthorized intervention in the Sweepstakes; (e) any technical error related to computers, servers, providers, or telephone or network lines; (f) printing errors; (g) any error in the administration of the Sweepstakes or the processing of entries; (h) any late, lost, or undeliverable entry; or (i) taxes related to, directly or indirectly, in whole or in part, receipt or use of any part of any Prize by any person.

27. Entrant agrees that in any cause of action, the Released Parties' liability for any and all claims, judgments, and awards will be limited to the reasonable out-of-pocket expenses actually paid for by the entrant that are directly related to entering and participating in this Sweepstakes (which, for the avoidance of doubt, excludes, for example, telephone expenses and Internet access), and in no event shall any of the Released Parties be liable for attorney's fees.

28. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE ENTRANT WAIVES THE RIGHT TO CLAIM ANY OTHER DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, COMPENSATORY, CONSEQUENTIAL, DIRECT, OR INDIRECT DAMAGES, DAMAGE TO PROPERTY OR PERSON, OR ANY LOSS OF DATA, LOST PROFITS OR INCOME, OR LOSS OF CONSORTIUM, OR CLAIMS BY THIRD PARTIES, AND THE ENTRANT FURTHER WAIVES ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MIGHT NOT APPLY TO YOU.

29. WITHOUT LIMITING THE GENERALITY OR EFFECT OF THE FOREGOING: NONE OF THE RELEASED PARTIES MAKES ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY PROMOTIONAL WEB SITE AND NONE OF THE RELEASED PARTIES WILL BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS RELATED THERETO. RELEASED PARTIES DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SWEEPSTAKES. NONE OF THE RELEASED PARTIES IS RESPONSIBLE FOR LOST, LATE, INCOMPLETE, ILLEGIBLE, INACCURATE, DELAYED, GARBLED, DAMAGED, STOLEN OR MISDIRECTED ENTRIES, OR PROBLEMS OF ANY KIND RELATED THERETO, WHETHER OF MECHANICAL, HUMAN, OR ELECTRONIC CAUSE OR ORIGIN. RELEASED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR THOSE GUARANTEES OR WARRANTIES MADE OR OFFERED BY ADVERTISERS, PARTNERS, MANUFACTURERS OR SUPPLIERS, INCLUDING

THOSE RELATED TO PRIZE. UNDER NO CIRCUMSTANCES SHALL RELEASED PARTIES BE HELD RESPONSIBLE OR LIABLE FOR YOUR USE OF THE INFORMATION AND/OR PRODUCTS PROVIDED AND/OR MADE AVAILABLE THROUGH THE SWEEPSTAKES OR FOR ERRORS OR ANOMALIES RESULTING IN THE UNINTENDED OR ERRONEOUS PARTICIPATION, AWARD OF THE PRIZE OR OTHER BENEFITS UNDER THESE OFFICIAL RULES.

30. ENTRANTS AGREE THAT NONE OF THE RELEASED PARTIES HAS MADE OR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE), IN FACT OR IN LAW, RELATIVE TO THE SWEEPSTAKES OR PRIZE.

31. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes; provided that if it is not possible to award another entry due to discontinuance of the Sweepstakes for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any Prize offered.

DISPUTES

32. **Choice of Forum:** Entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any Prizes awarded or not awarded shall be resolved solely individually, without resort to any form of class action, and exclusively by the United States District Court for the Middle District of Florida (Tampa Division) or the appropriate Florida State Court located in Hillsborough County, Florida.

33. **Governing Law:** All issues and questions concerning the construction, validity, interpretation, or enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules that would result in the application of the laws of any other jurisdiction.

34. In the event of any discrepancy or inconsistency between any terms or conditions of these Official Rules and any disclosures or other statements contained in any other Sweepstakes-related materials, including but not limited to television, print, mobile or online advertising, the terms and conditions of these Official Rules shall prevail, govern, and control. If any provision of these Official Rules is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

TRADEMARKS

35. ROCK 'N' ROLL®, and ROCK 'N' ROLL RUNNING SERIES® ARE REGISTERED TRADEMARKS OF WORLD TRIATHLON CORPORATION. ALL RIGHTS RESERVED.

36. Any third-party trademarks mentioned herein are the property of their respective trademark owners and the use or mention of any such third-party trademarks in these Official Rules or in the Sweepstakes is

solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Sweepstakes.

WINNER’S LIST

37. Winner List: For a statement of the identification of the winner in the Drawing, send a self-addressed, stamped envelope, making a request to receive such information, to: “Rock ‘n’ Roll® AdvoCare Spark Sweepstakes – Winner List Request, c/o World Triathlon Corporation, 3407 W. Dr. Martin Luther King Jr. Blvd., Suite 100, Tampa, Florida 33607”. Such requests must be received by June 10, 2023.

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