



ORANGINA/GIFT CARD VALENTINE'S PROMOTION

OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. PROMOTION VOID WHERE PROHIBITED BY LAW.

1. HERE'S HOW TO ENTER: Orangina/Gift Card Valentines Promotion (the "Promotion") is open only to legal residents of the United States. Beginning 1/13/2022 through 1/31/2022, when you go online to www.shakeuptheeveryday.com/valentines, complete the official entry form.

You may also enter by mailing an official entry form, postcard, or a plain piece of 3 x 5 inch paper with your name, street address, age, and phone number to VFB Orangina Team, 4141 ParkLake Ave, Suite 600, Raleigh NC 27612.

Entries must be postmarked or received by 5:00 PM on Feb 4, 2022. Limit one entry per person. No photocopied or mechanically reproduced entries will be accepted. No responsibility is assumed for lost, late, illegible, incomplete, damaged, or misdirected entries. All entries become the property of the Sponsor (as defined below) and will not be acknowledged or returned.

2. WINNER SELECTION: Ten (10) Grand Prize Winners (the "Winners") will be selected in a random online drawing on or about 2/7/2022 from among all eligible entries received. Decisions of judges are final and binding in all matters relating to this Promotion. Odds of winning will depend upon the total number of eligible entries received.

3. PRIZE: (1) Grand Prize – One \$200 US Dollar Gift Card and one case (24 pack cans) of Orangina (collectively, the "Prize"). Approximate retail value: \$225. No compensation will be paid in lieu of gift card, or any portion of Prize. Prize includes only those items specifically listed above.

4. GENERAL RULES: The Promotion is open to all United States residents who are 18 years of age or older as of 1/1/2022. Employees of Sponsor and its promotional partners (collectively, the "Sponsor Entities"), and each of their respective affiliates, subsidiaries, and advertising and promotion agencies and suppliers involved in this Promotion, and the immediate family members of each (mother, father, sister, brother, husband, wife, daughter, son, step-father, step-mother, step-daughter, step-son, step-brother, step-sister, half-brother, half-sister), and/or those living in the same household, are not eligible to enter. No groups, clubs, newsletters, or organizations may enter or win the Prize. Void where prohibited or restricted by law. No substitution, cash redemption, or transfer for consideration of Prize by the Winner is permitted. All federal, state, and local laws and regulations apply. The Winner is advised to seek independent counsel regarding the tax implications of the Prize winnings. All materials submitted become the property of the Sponsors and will not be returned.

Acceptance of Prize constitutes permission to the Sponsors, Sponsor Entities, and their respective agencies to use Prize Winner's name, image, and/or likenesses for purposes of advertising and trade without further compensation, unless prohibited by law. By accepting the Prize, Prize Winner understands and assumes the risks, and, in addition, entrants assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Promotion or use or redemption of the Prize. The Sponsor and Sponsor Entities expressly disclaim any responsibility or liability for injury, death, or loss to any person or property relating to the delivery and/or subsequent use, malfunction, availability, or delay in delivery of the Prize awarded. The Sponsor and Sponsor Entities shall not be liable to Winner or any other person for failure to supply the Prize or any part thereof, 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 the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, 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 Sponsor's or Sponsor Entities' sole control, as applicable.. The Sponsor and Sponsor Entities make no warranty, representation, or guarantee, express or implied, in fact or in law, relative to the use of the Prize, including, without limitation, quality, merchantability, or fitness for a particular purpose. Furthermore, by participating in this Promotion, each entrant agrees to be bound by these Official Rules and the decisions of the judges. In addition, Sponsor and Sponsor Entities are not responsible for any typographical or other errors in the printing, offering, or announcement of any Prize during the administration of the Promotion.

5. WINNER NOTIFICATION/RELEASE OF LIABILITY: Potential Prize winner(s) will be notified by e-mail within two (2) days after the drawing and may be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release within three (3) days after being declared a winner. If a potential winner cannot be contacted, is ineligible, fails to claim the Prize, or fails to return the required documents by the deadline specified in any Prize-related documents, the Prize may, in the sole discretion of the Sponsor, be forfeited and/or awarded to an alternate winner. Sponsor reserves the right to disqualify any individual who tampers with the entry process. Sponsor reserves the right, in its sole discretion, to cancel or modify the Prize if fraud or technical failures compromise the integrity of the sweepstakes. The Winner, by acceptance of the Prize, agrees to release Sponsor, its affiliates and advertising, promotional, or judging agencies, if applicable, from any and all liability, claims, or actions of any kind whatsoever for injuries, damages or losses to persons and property, including, without limitation, personal injury or death, and claims based on publicity rights, privacy or defamation, which may be sustained in connection with the receipt, ownership, or use of the Prize or while preparing for, participating in, and/or traveling to any Prize-related activity or any typographical or other error in the printing of these Official Rules or the offering or announcement of the Prize. **SPONSOR MAKES NO WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE CONDITION OF THE PRIZE.**

Sponsor does not make any representations or warranties of any kind concerning the appearance, location, performance, or safety of the Prize.

6. **PRIVACY:** In connection with the Promotion entry process, Sponsor will collect personal data about entrants through its website, in accordance with its privacy policy. Please review Sponsor's privacy policy located at: <https://www.orangina-na.com/privacy/>. By participating in the Promotion, you hereby agree to Sponsor's collection and usage of your personal information and acknowledge that you have read and accepted Sponsor's privacy policy and you to consent to receive promotional emails and reminders for upcoming promotions and information about Sponsor and its affiliate brands Nature's Twist, Twisted Punch, and Sparkling Oh!. Except where prohibited, participation in the Promotion constitutes your consent to Sponsor's use of your name, likeness, entry, and state of residence for promotional purposes in any media without further payment or consideration.

7. **WINNER'S LIST:** For the name of Prize Winner, available after 2/16/2022, send a separate, self-addressed, stamped (#10) envelope to: VFB Orangina Team, 4141 ParkLake Ave, Suite 600, Raleigh NC, 27612.

8. **SPONSOR:** The Sponsor of this Promotion is Ventures Food & Beverage, LLC, 4141 ParkLake Ave., Suite 600, Raleigh NC, 27612. This Promotion is in no way sponsored, endorsed, or administered by or associated with Facebook or Instagram. Entrants understand they are providing their entry information to Sponsor and not to Instagram or Facebook. All trademarks are the property of their respective owners.

9. **LOCATION OF OFFICIAL RULES:** These Official Rules shall be maintained at the office of Sponsor listed above and shall be available for review during regular business hours Monday through Friday.

10. **SEVERABILITY:** If any paragraph or portion hereof shall be deemed void or unenforceable for any reason, then and in that event the remaining provisions shall be deemed severable, at the election of Sponsor.