Celestial Seasonings® 50th Anniversary Sweepstakes Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. The Celestial Seasonings® 50th Anniversary Sweepstakes (the "Promotion") begins at 12:00:01 AM Eastern Time ("ET") on October 18, 2019 and ends at 11:59:59 PM ET on November 29, 2019 (the "Promotion Period"). The Promotion contains a game of chance ("Sweepstakes"). The computer clock of the Sponsor (defined below) is the official time-keeping device in the Promotion.

- 1. ELIGIBILITY: The Promotion is open only to legal residents of the 50 United States (excluding Puerto Rico) and the District of Columbia, who are 18 (except Alabama and Nebraska 19 and 21 in Mississippi) years of age or older as of date of entry. Employees, officers and directors of The Hain Celestial Group, Inc. ("Sponsor"), Snipp Interactive, Realtime Media LLC ("Administrator") and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies, (collectively, "Promotion Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating, you agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all respects. Void in any state not listed above and where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.
- **2. HOW TO ENTER THE PROMOTION:** There are three (3) methods of entry into the Sweepstakes as detailed below:

a. **PURCHASE OF QUALIFYING PRODUCT METHOD**: Participants may participate in the Program by purchasing one (1) Qualifying Product (outlined in the Appendix A below) from any retailer in the fifty (50) United States and the District of Columbia within a single transaction duing the Promotion Period. One entry per valid receipt. Ensure that the applicable sales receipt identifies the Participating Retailer, date of purchase (must be within the Promotion Period - as defined in Section 1 above) and Participating Products purchased; adding a star (*) or checkmark next to the Participating Product(s) identified in the sales receipt; taking a photograph (png, jpeg, pdf, and tiff file types with a maximum file size of 10MB) of the sales receipt in its entirety (such photograph, an "Image") (note: Participants are encouraged to blank out any personal information that appears on the sales receipt) and submitting a request to participate in the Program, along with the Image, by using any the submission methods detailed below:

• <u>Text to Enter</u>. Text the keyword **CELESTIALTEA** to **811811**. Participant will receive a text message with opt-in instructions. Once opted in, participant will receive a text message with disclosure for receipt of up to eight (8) automated text messages to the number provided, along with instructions for submission. Follow instructions and submit receipt image. Upon texting Image, Participants will be sent a link to a registration form for the Program; allow approximately 30 minutes to receive the link**. Complete the registration form by entering true and accurate information in the required fields (including, Full Name, Email Address and Phone Number) and by accepting any required terms and conditions.

Carrier specific charges for text messages may apply, depending on your individual cellular pricing plan, in accordance with your cellular customer agreement. SMS may not be available for all service providers or for all handsets. Cellular phone carrier's instructions for text messaging may be different. Check your phone capabilities for specific instructions. The text message entry portion of this sweepstakes works with most U.S cellular carriers and requires a two-way text messaging enabled cellular phone. Sponsor makes no guarantee that any particular wireless service provider will participate. Check with your service provider for details. By selecting to play via text messaging, you grant permission to the Sponsor to notify them via return text message and must agree to accept all applicable charges associated therewith. Wireless service providers may charge you for each text

message, including any error message that is sent and received in connection with the Sweepstakes, based on the applicable wireless service plan. You are responsible for all applicable fees and taxes associated with placing an SMS entry. Sponsor in its sole discretion may add or delete a cellular carrier at any time, without notice. Text message entries will be deemed to have been submitted by the registered owner of the device used to enter. Text 'help' for help and 'stop' to stop receiving text messages on the Program. Consent is not required to buy goods or services.

• <u>Visit Program Site to Enter</u>. Participant goes to Program Site (<u>https://50yearsofcelestial.com</u>). Participant will receive further instructions on uploading the receipt image and registering for the Program. Complete the registration form by entering true and accurate information in the required fields (including, Full Name, Email Address and Phone Number including Area Code). Follow instructions and submit Entry (including accepting any required terms and conditions) and register for the Program.

b. ALTERNATE METHOD OF ENTRY ("AMOE"): To enter via mail without a purchase, handprint your full name, full mailing address, email address, phone number, and birth date on a plain 3x5 inch paper. Mail your completed entry to Realtime Media, Attn: Celestial Seasonings 50th Anniversary Sweepstakes, 200 Four Falls Corporate Center, Suite 130, Conshohocken, PA 19428. Each entry must be mailed separately in a hand-addressed, stamped envelope. No photocopied or mechanically reproduced entries will be accepted. No responsibility is assumed for lost, late, incomplete, illegible, misdirected or postage-due entries. No responsibility is assumed for (i) technical, electronic, telephone, hardware, software or network, computer or data transmission errors, malfunctions or difficulties of any kind or (ii) any incorrect data contained in any sweepstakes entry. Mail-in entries must be postmarked no later than November 29, 2019 and received by December 7, 2019 to be eligible for the drawing. All entries become the property of Sponsor and will not be returned or acknowledged.

Each valid receipt submitted, regardless of method of submission, or AMOE, qualifies as one (1) entry into the Sweepstakes. Those who do not follow all of the instructions, provide required information or abide by these Official Rules or any other instructions of Sponsor or Administrators may be disqualified at Sponsor's or Administrators' sole discretion.

3. SWEEPSTAKES DRAWING/ODDS: The Sweepstakes will consist of three (3) individual Weekly Drawings (each a "Weekly Drawing"). Each Weekly Entry Period will begin at a specified time (each a "Weekly Entry Period Start Time") and will end at a specified time (each a "Weekly Entry Period End Time") as detailed in the chart below and will be selected in an electronic, randomized drawing. The Weekly Drawing will be conducted on or around the weekly drawing date ("Weekly Drawing Date") specified in the chart below from among all eligible entries received during such Weekly Entry Period. Entries must be received before the end of the Weekly Entry Period to be eligible for the corresponding Weekly Drawing. All eligible non-winning entries from each Weekly Drawing will be rolled into the next Weekly Drawing.

On or about December 9, 2019, there will be one (1) Grand Prize drawing ("Grand Prize Drawing") conducted from among all eligible entries received for all Weekly Drawings during the entire Sweepstakes Period. There will be a total of one (1) Grand Prize winner (defined below) selected at the end of the Sweepstakes Period. Odds of winning a Weekly Prize depend on the total number of eligible entries received as of the applicable Weekly Drawing Date and the odds of winning the Grand Prize Drawing depend on the total number of eligible entries received during the Sweepstakes Period.

Weekly Entry	Weekly Entry Period	Weekly Entry Period End	Weekly
Period	Start Time	Time	Drawing Date

1	10/18/19 at 12:00:00AM ET	10/24/19 at 11:59:59PM ET	10/25/19
2	10/25/19 at 12:00:00AM ET	10/31/19 at 11:59:59PM ET	11/1/19
3	11/1/19 at 12:00:00AM ET	11/7/19 at 11:59:59PM ET	11/8/19
4	11/8/19 at 12:00:00AM ET	11/14/19 at 11:59:59PM ET	11/15/19
5	11/15/19 at 12:00:00AM ET	11/28/19 at 11:59:59PM ET	11/29/19

- 4. WINNER NOTIFICATION: The potential prize winners will be notified by email and/or phone within three (3) business days of winner selection or as soon as reasonably practiceable. Potential winners will have ten (10) days to respond to winning notification before forfeiting their prize. Any winner of a prize package valued at \$600 or more will be sent an Affidavit of Eligibility/Liability Release via email. All forms must be completed, signed, notarized and returned to Administrator within ten (10) days of date of issuance. Potential winner becomes the "Winner" only after verification of eligibility by Sponsor. If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate winner will be selected from among all remaining entries for that drawing.
- 5. PRIZES/PRIZE RESTRICTIONS: One Hundred and Ninety-One (191) Promotion Prizes will be awarded during the Promotion.
 - GRAND PRIZE (1): One (1) Grand Prize will be awarded consisting of a trip for two (2) (winner and one (1) guest) to Boulder, Colorado for three (3) days/two (2) nights. Prize package includes:
 - Round-trip coach air transportation for winner and guest from a major airport, as determined by Sponsor, near the winner's home within the continental U.S. to Boulder, CO
 - One (1) double occupancy standard room
 - o Rental car
 - Tour of Celestial Seasonings Facility
 - \$500 spending money awarded in the form of a prepaid AMEX Gift Card

The Approximate Retail Value ("ARV") of the Grand Prize is \$3,000.00

- WEEKLY PRIZES (190): One Hundred and Ninety (190) weekly prizes will be awarded consisting of:
 - One (1) \$50 Visa Prepaid Gift Card

The ARV of each weekly prize is \$50.00

The total ARV of all prizes is \$15,000.00

GRAND PRIZE RESTRICTIONS: Actual prize value depends on the location of the winner's residence and dates of travel. Travel must be taken before December 31, 2020 and must be reserved fourteen (14) days in advance or prize will be forfeited and Sponsor will have no further obligation to such winner. Any difference between stated value and actual value will not be awarded. Winner is responsible for any transportation not specifically noted in these rules. Winner and guest must travel together on the same itinerary and are responsible for obtaining all necessary travel documents prior to travel. Certain restrictions, as determined by Sponsor, may

apply. Sponsor will attempt to accommodate winner's preferred itinerary, but all specifics thereof will be at Sponsor's discretion. If winner and guest cannot comply with these restrictions or any other portion of these Official Rules, the prize will be forfeited in its entirety and an alternate winner will be chosen. Winner and travel guest must travel from major airport closest to the winner's residence, as determined by Sponsor, in its sole discretion. Any picture identification requirements associated with air travel are the winner and travel guest's responsibility. In the event the winner lives within 100 miles from Boulder, CO, ground transportation only (not air transportation) will be provided to and from the hotel. Travel arrangements must be made through Sponsor's agent, on a carrier of Sponsor's choice and trip must be taken on a date of the Sponsor's choosing. If winner and guest cannot travel on the dates specified by Sponsor, the prize will be forfeited in its entirety and the prize may be awarded to an alternate winner selected in a random drawing from among all remaining eligible entries. Flight details are subject to availability and airline carrier's regulations and conditions apply. The trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. Promotion Entities are not responsible for lost or mutilated tickets and none will be replaced. Airline tickets are non-refundable, non-transferable, and are not valid for upgrades. The hotel accommodations, airline tickets, and gift card will be determined at the sole discretion of Sponsor. If any portion of the prize is not available for any reason then the Sponsor reserves the right to substitute that portion of the prize with another prize of comparable or greater value. Guest must be of legal age of majority in his/her jurisdiction of residence (and at least 18), unless the child or legal ward of winner, and must complete and return a publicity and liability release within five (5) days of date of issuance. If guest is the child or legal ward of the winner, winner must execute and return all required documents on behalf of such child or legal ward. All federal, state and local taxes and any other costs and expenses associated with prize acceptance and use not listed herein as part of the prize including, without limitation, ground transportation (other than that specified above as included in prize), luggage fees, souvenirs, miscellaneous hotel expenses, and gratuities are the sole responsibility of winner.

PRIZE RESTRICTIONS: Limit of one (1) Promotion Prize per person/per household. All Promotion prizes will be fulfilled approximately four (4) to six (6) weeks after the corresponding weekly drawing has been conducted. Prizes will be awarded only upon winner redemption, confirmation, verification and final approval by Sponsor. No substitution, transfer of any prize or cash alternative permitted, except by Sponsor who reserves the right, in its sole discretion, to substitute a prize of equal or greater value, if prize, or portion of prize, becomes unavailable. Promotion Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes.

PRIZES ARE AWARDED "AS IS" WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE PROMOTION PARTIES. ALL PRIZE DETAILS ARE AT SPONSOR'S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS' SOLE RESPONSIBILITY.

6. GENERAL: Each winner hereby expressly grants to the Promotion Parties and their respective designees all rights to use and publish his/her name, likeness (photographic or simulated), voice, and province of residence for all purposes, including without limitation, advertising, marketing, promotional and publicity purposes in connection with this Promotion ("Advertising"), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winning recipient's name, likeness or voice under contract, tort or any other theory of law. The Promotion Parties do not assume any responsibility for any disruption in the Program Site including but not limited to the failure or interruption of Facebook or any internet service provider. In the event there is a discrepancy or inconsistency

between disclosures and other statements contained in any Promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In no event will more prizes be awarded than those listed in Rule #5. All federal, state, and local laws and regulations apply. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Promotion Parties and may be changed from time to time without notice. The Promotion Parties reserve the right to cancel or modify the Promotion at any time without notice. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning Entry. If, in Sponsor's sole determination, a dispute cannot be resolved, the Entry will be deemed ineligible. Entries generated by a script, macro or other automated means will be disqualified. Entries that are incomplete, garbled, or corrupted are void and will not be accepted.

- 7. CONDUCT: By participating in this Promotion, you agree to be bound by these Official Rules and the decisions of the Promotion Parties, which shall be final, binding and non-appealable in all respects. Failure to comply with these Official Rules may result in disqualification. The Promotion Parties reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Promotion, or to be acting in any manner deemed by the Promotion Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Promotion Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 8. LIMITATIONS OF LIABILITY: The Promotion Parties assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Entries, URLs, or emails; (b) any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Promotion; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; (e) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Entries, social networking posts, or registrations, the announcement of the prizes, or in any other Promotion-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion. If, for any reason, the Promotion (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then the Promotion Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Promotion Parties will award the prizes from among all non-suspect, eligible Entries received for the Promotion up to the time of such action.
- 9. RELEASES: All participants, as a condition of participation in this Promotion, agree to release, hold harmless and indemnify the Promotion Parties from and against any and all liability, claims, damages, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with (i) participation in any aspect of the Promotion, (ii) the receipt, ownership or use of the prize awarded, including

any travel associated with any prize, (iii) participant's registration material on any related website, or (iv) any typographical or other error in these Official Rules.

- 10. CHOICE OF LAW AND JURISDICTION: Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of New York. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the State of New York. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.
- 11. PRIVACY: Except as noted in these Official Rules, information collected for this Promotion is used only for the purpose of Promotion administration and winner notification and will not be re-used, sold or shared in any manner by the Promotion Parties or any third parties unless you have elected to receive additional information or promotional material from the Sponsor, or a third party. By participating in the Promotion, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at http://www.celestialseasonings.com/privacy-policy. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.
- **12. TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner. A 1099 tax form (preceded by a W9 Form) will be issued to the Grand Prize Winner.
- **13. WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed, stamped envelope for receipt by December 31, 2019 to: Celestial Seasonings 50th Anniversary Sweepstakes Winners List Request, c/o Realtime Media, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428.

SPONSOR: The Hain Celestial Group, Inc., 1111 Marcus Avenue, Lake Success, NY 11042

ADMINISTRATOR: Realtime Media LLC, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428