

Pollock Communications Survey Sweepstakes Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules. The *Pollock Communication Survey Sweepstakes* (the "Sweepstakes") begins at 12:00 a.m., Eastern Time ("ET") November 27, 2018 and ends at 11:59 p.m. ET on December 4, 2018, ("Sweepstakes Period"). Sweepstakes is sponsored by Sunshine Health Studios LLC, (the "Sponsor"), 180 Sansome Street, Floor 2, San Francisco, CA 94104.

ELIGIBILITY: The Sweepstakes is open to legal residents of the fifty (50) United States and the District of Columbia, who have attained the age of majority in his or her state or territory of residence as of the Sweepstakes start date. Employees, officers, and directors of the Sponsor, Pollock Communications, (the Administrator) and their immediate family members and household and those of any corporate affiliates, subsidiaries, advertising and promotion agencies of the Sponsor, and any other entities directly associated with this Sweepstakes (together the "Released Parties") are also not eligible to participate. All federal, state, and local laws and regulations apply. **Void where prohibited.**

HOW TO ENTER: There is one way to enter. During the Sweepstakes Period, eligible participants are invited to enter the Sweepstakes by completing the related Today's Dietitian survey. Once you have completed this step, you will automatically be entered with one (1) entry into the Sweepstakes. By submitting an Entry, each Entrant consents to receive an email notifying such Entrant that he/she is the potential Prize Winner. Any Entrant found to be using multiple accounts to enter the Sweepstakes may be disqualified. In addition, Entrants must enter the Sweepstakes using a personally-registered email account. Any Entrant found to be using the account of a group, company, or other association, may be disqualified.

DRAWINGS AND NOTIFICATIONS: A random drawing to determine the grand prize winner will take place from all eligible entries received during the Sweepstakes Period. All drawings will be conducted by Pollock Communications ("the Administrator") an independent judging organization, whose decisions are final and binding in all matters relating to this Sweepstakes. Administrator will randomly select a total of one (1) winner from among the eligible entries received. The decisions of Sponsor and Administrator are final and binding in all matters relating to the Sweepstakes. The odds of winning a prize depend on the total number of eligible entries received each week. The potential winner will each be contacted by the Sponsor via email. The winner will need to provide their name and mailing address in order to receive their prize.

PRIZES: A total of one (1) grand prize winner will each receive an American Express gift card in the amount of \$100 USD.

PRIZE CONDITIONS: If a prize or prize notification is returned as unclaimed or undeliverable to a potential winner, if potential winner cannot be reached within three (3) calendar days from the first notification attempt, or if potential winner fails to return requisite documents within the specified time



period, or if a potential winner is not in compliance with these Official Rules, then such person shall be disqualified and an alternate winner will be selected for the prize at issue. All taxes, if applicable, are the sole responsibility of the winner. No substitution or transfer of prize or election of cash in lieu of prize will be permitted. The Sponsor reserves the right at its sole discretion to substitute any part of the prize package with another prize of equal or greater value in the event that the prize (or any component thereof) is not available. Decisions of the Sponsor are final and binding.

INTERNET LIMITATIONS OF LIABILITY: If for any reason this Sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right, at its sole discretion, to disgualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the prizes using all non-suspect eligible entries received. No responsibility is assumed for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, or for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in the Sweepstakes or downloading any materials in the Sweepstakes. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND 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. In the event of a dispute as to the identity of a winner based on an e-mail address, the winning entry will be declared made by the authorized account holder of the email address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

TERMS & CONDITIONS: This Sweepstakes is subject to all applicable federal, state, and local laws. By entering the Sweepstakes, where permitted by law, entrants agree to release, discharge, indemnify, and hold harmless the Released Parties, and each of their respective directors, officers, employees, shareholders, and agents from any and all liability, loss, damage, or injuries to any person (including death) or property of any kind sustained in connection with their participation in the Sweepstakes or from their acceptance, receipt, possession, and/or use or misuse of the prize, or for any typographical or other error in the printing, offering, or announcement of the prize. Entrants further acknowledge that the Released Parties have neither made, nor are in any manner responsible or liable for any warranty, representation, or guarantee express or implied, in fact or in law, relating to the prize, including, but not limited to, its quality or fitness for a particular purpose. Any person attempting to defraud or in any way tamper with the Sweepstakes mechanics and/or implementation will be prosecuted to the fullest extent of the law. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sweepstakes Administrator, and waive any right to claim ambiguity in the Sweepstakes or these Official



Rules. The Administrator reserves the right to disqualify any entrant that Administrator determines, in its sole discretion, violates these Official Rules. **This Sweepstakes is void where prohibited.**

DISPUTES: Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of New York. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes, 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 (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

WINNERS LIST REQUESTS: To request confirmation of the name and address of the winner, please send a self-addressed, stamped business-size envelope to: Sunshine Health Studios LLC, c/o Pollock Communications, 205 East 42nd Street, Floor 20, New York, NY, 10017. Requests must be received within ninety (90) days of the end of the Entry Period. VT residents may omit postage.

SPONSOR: Sunshine Health Studios LLC, (the "Sponsor"), 180 Sansome Street, Floor 2, San Francisco, CA 94104.