

**OFFICIAL RULES**

**2019 BAI SIP SOCIETY INSTANT WIN GAME**

**INTERNET AND EMAIL ACCOUNT REQUIRED. NO PURCHASE NECESSARY. PURCHASE DOES NOT IMPROVE CHANCE OF WINNING. GOVERNED BY LAWS OF THE STATE OF TEXAS. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.**

**Promotion:** 2019 Bai Sip Society Instant Win Game (the “**Promotion**”)  
**Sponsor:** Bai Brands LLC, 5301 Legacy Drive, Plano, TX 75024  
**Administrators:** Nomadic Agency, 7702 E. Doubletree Ranch Rd, 200, Scottsdale, AZ 85258  
**Eligible States:** 50 United States and District of Columbia  
**Minimum Age:** Must be at least 21 or older at time of participation

**DATES:**  
**Start Date:** 11:00am Eastern Time (“**ET**”) May 31, 2019  
**End Date:** 11:59:59pm ET, October 31, 2019  
**Promotion Period:** Start Date through End Date  
**Winners List Request Deadline:** December 30, 2019

**ADDRESSES:**  
**Website:** [www.drinkbai.com/win](http://www.drinkbai.com/win) (the “**Website**”)  
**Winners List Address:** “Bai Sip Society Instant Win Game/Winners List”, 7702 E. Doubletree Ranch Rd, 200, Scottsdale, AZ 85258

**INSTANT PRIZES:**

Qty	Prize Name	Description	ARV Each	Total ARV
1	Best of Both Worlds Adventure Trip to a treehouse in Spicewood, Texas	A seven (7) day/six (6) night trip for 2 to Spicewood, Texas to stay in a treehouse, brought to you by Bai.	\$12,200	\$12,200
1	Best of Both Worlds Adventure Trip to an eco-friendly dome in Los Angeles, California	A seven (7) day/six (6) night trip for 2 to Los Angeles, California to stay in an eco-friendly dome, brought to you by Bai.	\$12,200	\$12,200
200	Coolest Cooler	A blender and cooler in in one	\$400	\$80,000
200	Bai Variety Pack	One (1) Case (12 bottles) of Bai Moutainside Variety Pack	\$23.99	\$4,798
100	Healthy Snack Pack	One(1) Healthy Snack Pack, which includes a variety of snacks and Bai beverages selected by Sponsor in its sole discretion	\$26.23	\$2,623
			<b>Total ARV:</b>	<b>\$111,821</b>

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 Promotion 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 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 Promotion Period as prizes are awarded and claimed. The right to receive a prize is non-assignable, non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value at Sponsor’s sole and absolute discretion. Promotion Parties (defined below) shall not be held responsible for any delays in awarding the prize for any reason. Each winner shall be solely responsible for payment of any and

all applicable federal, state, and local taxes for his/her prize won. All other costs and expenses not expressly set forth herein shall be solely each winner's responsibility. The prizes will only be awarded to a verified winner.

#### **FURTHER PRIZE DESCRIPTIONS/TERMS:**

**Best of Both Worlds Adventure Trip to Spicewood, Texas:** Prize includes round trip first class flight for winner and one (1) guest from the major U.S. airport nearest the winner's home, as determined by Sponsor in its sole discretion, to Austin, Texas, six (6) nights' room accommodation at a treehouse resort in Spicewood, Texas, as determined by Sponsor in its sole discretion, and a \$4,000 check made payable to winner that may be used for travel incidentals.

**Best of Both Worlds Adventure Trip to Los Angeles, California:** Prize includes round trip first class flight for winner and one (1) guest from the major U.S. airport nearest the winner's home, as determined by Sponsor in its sole discretion, to Los Angeles, California, six (6) nights' room accommodation at an eco-friendly dome in Malibu, California, near Carrillo State Park, as determined by Sponsor in its sole discretion, and a \$4,000 check made payable to winner that may be used for travel incidentals.

For both trip prizes: If the winner elects to travel or partake in the prize without a guest, no additional compensation will be awarded to the winner. The actual value of the trip may vary depending on point of departure and fluctuations in the cost of air transportation. Any difference between the estimated ARV and the actual value of the prize will not be awarded. If winner resides within a 250-mile radius of destination, ground transportation may be provided in lieu of air transportation, and no compensation will be provided for any difference in prize value. Winner and guest must travel together on dates designated by Sponsor. Minors traveling with Winner must be accompanied by their parent or legal guardian. Exact travel dates to be determined by Sponsor, subject to availability and other restrictions. Travel must be completed by October 21, 2020. Sponsor not responsible for flight cancellation/delay. Winner and guest are responsible for any passport and other travel requirements. Winner and winner's guest will be required to sign an affidavit of eligibility and release of publicity/liability within the time Sponsor or Administrator specifies or prize may be forfeited. Travel must be booked at least fourteen (14) days prior to the event. Winner and his or her guest hereby acknowledges that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the trip. Winner will be required to provide a major credit card upon hotel check-in, and all in-room charges will be charged to the credit card. Any damage to the room will be the responsibility of the winner. Sponsor bears no responsibility if any event, element or detail of a prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the prize become unavailable, the Sponsor shall have no obligation to the winner aside from providing the remaining portion of the prize, minus any unavailable event, element or detail.

Any expense or item not specifically listed is the responsibility of winner.

**HOW TO ENTER:** During the Promotion Period, to enter:

Go to the Website. Click on the Promotion icon. Enter your email address, accept Rules and terms, and click submit. Follow the instructions on-screen to complete a game play ("**Game Play**").

Sponsor's Privacy Policy is available at <https://www.drinkbai.com/privacy-policy>.  
Terms of Use are available at <https://www.drinkbai.com/terms-of-use>.

**GAME PLAY LIMITS:** Game Plays must be received by the End Date. Limit one (1) Game Play per day. You may not use more than one name or email address. You must complete your own entry. No use of any automated, form filling, programmed or similar service or system.

**PRIZE LIMIT:** Limit one (1) prize (valued \$600 or more) per person/email per 12 consecutive months from any promotion sponsored by Sponsor or any of its affiliates. An individual/household may win one (1) of each prize level prizes in this Promotion. For example, an individual/household may win one (1) Best of Both Worlds Adventure Trip, one (1) Coolest Cooler prize, one (1) Bai Variety Pack prize, and one (1) Healthy Snack Pack prize.

**NOTIFICATION:** Winners will be notified via the Website at the completion of Game Play and must complete the registration form at the time of winning, including, but not limited to, his/her full name (initials not permitted), street address (PO Boxes not permitted), city, state, ZIP Code, and date of birth. If the registration form is not completed by the winner, he/she may forfeit his/her prize, at Sponsor's sole discretion. In the event a Best of Both Worlds Trip prize is unawarded, Sponsor may, in its sole discretion, attempt to award the prize in a random drawing from among all eligible Game Plays received during the Promotion Period ("**Second Chance Drawing**"). Such Second Chance Drawing winner will be notified

via email at the email address submitted prior to completing a Game Play and must respond to Administrator's notification within the time period stated in the notification email. If contact is not made with a Second Chance Drawing winner, or he/she does not claim the Best of Both Worlds Trip prize within the period specified, such prize may be forfeited.

Sponsor will attempt to notify each potential winner as set forth above, but Sponsor is not responsible for any undelivered emails, including without limitation emails that are not received because of a winner's privacy or spam filter settings which may divert any Promotion email, including any winner notification email, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded.

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 Sponsor or Administrator.

**AFFIDAVIT/RELEASE:** Winner and, if applicable, winner's guest may be required to sign an affidavit of eligibility and release of publicity/liability within the time Sponsor or Administrator specifies or prize may be forfeited.

**ELIGIBILITY:** To enter an entrant must be a U.S. legal resident of an Eligible State and at least the Minimum Age. An entrant is not eligible if he/she or a member of his/her immediate family or household (whether or not related) is an (A) employee, officer or director of any Promotion Party, or (B) owner/operator or person responsible for purchasing or promotion decisions at retailers of Sponsor products.

**"Immediate family"** means spouses, parents, children, siblings and step-parents/children/siblings, whether or not living at the same residence.

**"Promotion Part(ies)"** means Sponsor, its bottlers or distributors, Administrator, their respective parents, subsidiaries and affiliates, their promotion partners, advertising or promotion agencies, promotion materials suppliers, website developers, judging organizations, auditing or legal firms and other parties engaged in the promotion, administration or execution of the Promotion, and all of their employees, officers, directors and agents.

**GENERAL:** By participating, you agree to abide by the Rules and all decisions of Sponsor and its judges and administrators, which are final and binding in all respects. Non-compliance may result in disqualification. You are not a winner unless and until you have fully complied with the Rules and all award processes have been completed (including affidavits and any verifications required by Sponsor). All entries must use your actual name and residential address (as on your driver's license or government ID)(no P.O. boxes). Entries become Sponsor's property and will not be returned. Winners may not substitute, transfer or redeem for cash all or any part of prize. If, for any reason, a prize cannot be awarded or winner is not capable of redeeming, Sponsor is not obligated to award it and reserves the right, in its sole discretion, whether or not to substitute the prize (or portion of prize) with a prize of comparable or greater value or cash value or select an alternate winner for forfeited prizes. If, for any reason, more prizes are available or claimed than the stated number, Sponsor reserves the right to randomly draw winners from eligible claimants. Winners are solely responsible for all taxes, if any, on prizes and may be required to provide a W9 form to Sponsor or Administrator for any prizes valued at \$600 or more. Sponsor will issue an IRS Form 1099-MISC to each winner whose prize is valued at \$600 or more. Winners are responsible for any expense or item not specifically awarded in the Rules.

**USE OF NAME/LIKENESS:** By accepting a prize, you grant Sponsor (and its designees) the right to use your name and/or likeness for advertising purposes in any medium, without further compensation, except as prohibited by law.

**ACCOUNT HOLDER:** If disputed, entry will be deemed made by the natural person who is assigned to the account by the applicable provider or organization that assigns the phone, email or other account number.

**LIMITATIONS:** Neither Sponsor nor any other Promotion Party is responsible for any:

- lost, late, damaged, incomplete, illegible, misdirected, undeliverable or postage due mail;
- email, network, electronic, software, equipment, service, processing, accessibility or other errors, failures or issues;
- unauthorized access, tampering, hacking, theft or destruction; or
- other technical or human error related to the promotion, execution or administration of the Promotion.

**VIOLATIONS:** Sponsor may, in its sole determination, disqualify anyone it believes has not complied with the Rules, may be tampering or acting in a non-sportsmanlike, disruptive, abusive, harassing or threatening manner.

**CAUTION:** ATTEMPTS TO UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY VIOLATE CIVIL AND CRIMINAL LAWS AND SPONSOR MAY SEEK REMEDIES TO THE FULLEST EXTENT UNDER LAW.

**CHANGES:** Sponsor may, in its sole determination, cancel or modify any aspect of the Promotion or Rules for any reason which Sponsor, in its sole opinion, deems affects the promotion, execution or administration of the Promotion (whether tampering, technical or human error, application of new or existing laws/regulations, or other issues). If, for any reason, the Promotion is not capable of running as planned, Sponsor 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 winners from among eligible Game Plays received prior to such cancellation, termination, modification or suspension.

**LIABILITY RELEASE:** BY PARTICIPATING, YOU RELEASE AND AGREE THAT NEITHER SPONSOR NOR ANY PROMOTION PARTY WILL BE RESPONSIBLE OR LIABLE FOR ANY CLAIMS, ACTIONS, DAMAGES, LOSSES, COSTS, EXPENSES AND LIABILITY OF ANY KIND (INCLUDING PROPERTY DAMAGE, PERSONAL INJURIES AND/OR DEATH, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, COUNSEL FEES AND COURT COSTS) ARISING FROM ANYTHING RELATING TO:

- PROMOTION, EXECUTION OR ADMINISTRATION OF THE PROMOTION (OR YOUR PARTICIPATION);
- CANCELLATION OR MODIFICATION OF ANY ASPECT OF THE PROMOTION;
- USE OF ANY WEB SITE RELATED TO THE PROMOTION OR MATERIALS ON THEM;
- ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF ANY PRIZE; OR
- PARTICIPATING IN OR TRAVELING TO ANY PROMOTION-RELATED ACTIVITY.

In no event will more prizes be awarded than are stated in these Rules. In the event that, due to technical, typographical, mechanical, human, or other errors, there are more winners than are stated in these Rules, a random drawing among the claimants will be held to determine the winners. If for any reason, including but not limited to an administrative, printing, production, computer, human, 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 Rules, the intended prizes will be awarded in a random drawing from among all verified prize claims received.

By entering the Promotion, each entrant agrees: (i) to be bound by these Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Rules; and (iii) to waive all of his or her rights to bring any claim, action or proceeding against any of the Promotion Parties in connection with the Promotion.

**INDEMNITY:** By participating, you further agree to indemnify and hold harmless the Promotion Parties and their respective agents, representatives, officers, directors, shareholders and employees from and against any injuries, losses, damages, claims, actions and liability of any kind resulting from or in connection with the Promotion or the prizes.

**NO WARRANTY:** WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE WEBSITE AND ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

SOME JURISDICTIONS MAY NOT ALLOW EXCLUSIONS OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CHECK YOUR LOCAL LAWS.

**DISPUTES:** IF NOT RESOLVED THROUGH DIRECT DISCUSSIONS, ANY DISPUTE OR CLAIM SHALL BE RESOLVED BY FINAL BINDING ARBITRATION WITH AN EXPERIENCED ARBITRATOR LICENSED TO PRACTICE LAW IN TEXAS. VENUE FOR ANY PROCEEDINGS WILL BE IN COLLIN COUNTY, TEXAS. REMEDIES SHALL BE SUBJECT TO ALL LIMITATIONS AND RELEASES IN THESE RULES, BE LIMITED TO ACTUAL OUT OF POCKET DAMAGES, AND SHALL NOT, IN ANY EVENT, INCLUDE ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, ATTORNEY'S FEES OR OTHER COSTS OR BRINGING A CLAIM, OR ANY INJUNCTIVE OR OTHER EQUITABLE RELIEF.

**USE OF DATA:** All information submitted by you will be treated according to Sponsor's Privacy Policy. By participating in the Promotion and providing any applicable contact information, 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 available at <https://www.drinkbai.com/privacy-policy>.

**ADMINISTRATION:** Administrator is responsible for the processing of entries and administration of the Promotion. Contact Administrator at its above address with any questions, comments or problems.

**For a WINNERS LIST:** Mail a self-addressed stamped envelope to Winners List Address above by the Winners List Request Deadline. List will be sent once all prizes awarded.