

NESTLE PURE LIFE BACKYARD MAKEOVER SWEEPSTAKES
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

The Nestle Pure Life Backyard Makeover Sweepstakes ("Sweepstakes") is sponsored by BlueTriton Brands, Inc. ("Sponsor"), 900 Long Ridge Road, Stamford, CT 06902 and is administered by Prize Logic, LLC, ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

1. **SWEEPSTAKES PERIOD:** The Sweepstakes begins on May 3, 2021 at 12:00 PM Eastern Time ("ET") and ends on June 15, 2021 at 11:59:59 PM ET ("Sweepstakes Period"). The Administrator's computer is the Sweepstakes official clock.
2. **ELIGIBILITY:** This Sweepstakes is open only to legal residents of the fifty (50) United States (including the District of Columbia) who are at least eighteen (18) years old at the time of entry. Employees of Sponsor, Administrator, The Mars Agency, Viacom CBS, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Sweepstakes Entities") and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All federal, state, and local laws apply. Void where prohibited or restricted by law.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Sweepstakes. For purposes of the Sweepstakes, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address.

3. **HOW TO ENTER THE SWEEPSTAKES:** There are three (3) ways to enter the Sweepstake with a limit of three (3) entries per person (one (1) entry per entry method):
 - A. **Website:** During the Sweepstakes Period, an eligible entrant may visit <https://sweepstakes.pureliferewards.com> ("Website") and complete and submit the registration form including, but not limited to: his/her first and complete last name (no initials), valid e-mail address, phone number, street address (no P.O. Boxes will be allowed), city, state, and zip code. Entrant must then follow the on-screen prompts to upload a photo that shows what "Pure Life" means to him/her. Upon the successful submission of the website registration information and photo upload, an entrant will receive one (1) entry into the Sweepstakes.
 - B. **Twitter:** An entrant may follow the steps below to receive an entry:
 - i. Sign into his/her Twitter account (entrant may create a Twitter account for free if he/she does not already have one);
 - ii. Become a follower of @walmart and @purelifeus on Twitter (if not already following @walmart and @purelifeus). There is no charge to sign up for Twitter or to follow @walmart and @purelifeus; and
 - iii. Compose a new Tweet with a photo sharing what "Pure Life" means to him/her, including the hashtags #purelifemoments and #Sweepstakes and tag @walmart and @purelifeus to receive one (1) Twitter entry into the Sweepstakes.

C. Instagram: An entrant may follow the steps below to receive an entry:

- i. Sign into his/her Instagram account (entrant may create an Instagram account for free if he/she does not already have one);
- ii. Become a follower of @walmart and @purelifeus on Instagram (if not already following @walmart and @purelifeus). There is no charge to sign up for Instagram or to follow @walmart and @purelifeus; and
- iii. Compose a new Instagram post with a photo sharing what “Pure Life” means to him/her, including the hashtags “#purelifemoments” and “#Sweepstakes” and tag @walmart and @purelifeus to receive one (1) Instagram entry into the Sweepstakes.

All photos must comply with the Entry Requirements outlined below.

The content included in the entry will not be judged or used in any way to determine a winner. By entering the Sweepstakes and using the hashtags “#purelifemoments” and “#Sweepstakes”, entrant hereby agrees to be bound by these Official Rules. Entries will be deemed made by the authorized account holder of the Twitter or Instagram account the entry is submitted from at the time of entry and such individual must comply with these Official Rules. The “authorized account holder” is the person who is assigned to the Twitter account or Instagram by the online service provider. An entrant must have a non-private Twitter account or Instagram account to enter the Sweepstakes and must be a follower of @walmart @purelifeus on the platform used to enter until August 30, 2021 for potential winner notification purposes to be eligible to win/claim a prize. If an entrant does not have a non-private Twitter account, he/she can create one at no cost by visiting www.twitter.com. Please note that an entrant must agree to comply with the Twitter Terms of Service (<https://twitter.com/tos/>) and Privacy Policy (<https://twitter.com/privacy>) (if entering using Twitter) in order to participate in the Sweepstakes. Entrants may create an Instagram account at no cost by logging on to <http://instagram.com>. Creation of an Instagram account requires a contestant to agree to Instagram’s Terms of Service and Privacy Policy, available at <http://instagram.com/about/legal/terms/> and <http://instagram.com/about/legal/privacy/>, respectively. Due to the way Instagram operates its services, entries from users with protected or private accounts (i.e., entrant has set his/her account so that only people the entrant has approved can view his or her updates) may not be received. If an entrant enters from his/her wireless phone, the entrant’s wireless service provider may charge the entrant. Entrants should consult their wireless-service providers regarding their pricing plans. Message and data rates may apply. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Twitter or Instagram.

Entry Requirements: All entries must comply with the following restrictions:

- Entry must contain the hashtags “#purelifemoments” and “#Sweepstakes” and tag @walmart and @purelifeus on Twitter and Instagram;
- Entry must be an original work;
- Entry must be in English (except for commonly understood foreign words);
- Entry must comply with Twitter terms of use located at <https://twitter.com/tos/> and/or Instagram terms of use located at: <http://instagram.com/about/legal/terms/>;
- Entry cannot have been published previously by any party other than the entrant;
- Entry must be suitable for publication (i.e., may not be obscene or indecent);

- Entry cannot contain trademarks, logos or trade dress owned by any third party, or advertise or promote any brand or product of any kind, other than the Sponsor's, without permission, to the extent permission is necessary;
- Entry cannot contain copyrighted materials owned by others (including music, photographs, sculptures, paintings and other works of art or images), without permission, to the extent permission is necessary;
- Entry cannot include the name, likeness, photograph, or other indicia identifying any person, living or dead, without written permission from that person;
- Entry cannot be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group;
- Entry cannot promote illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Entry cannot describe or depict any illegal activity or violation of any state or federal law;
- Entry must not include any personally identifiable information (full name, e-mail address, telephone number, etc.);
- Entry must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to, content that promotes, suggests, or encourages:
 - gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
 - the use of prostitution, pornography, nudity, profanity or other adult content, or violence;
 - the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- Entry must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way.

If any entry fails to comply with any of these Entry Requirements or any other provisions of these Official Rules or is otherwise not in compliance with Sponsor's image, as determined by Sponsor in Sponsor's sole discretion, Sponsor reserves the right to disqualify the entry and/or the entrant.

By participating in the Sweepstakes, entrant understands that he or she is providing his or her information to Sponsor and not Twitter, Inc. ("Twitter") or Instagram, Inc. ("Instagram"). Further, entrant specifically agrees to release Twitter and Instagram from any and all liability associated with this Sweepstakes. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Twitter, Instagram, or any of their affiliates.

IMPORTANT: MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT ENTERS THIS SWEEPSTAKES ON HIS/HER MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THIS SWEEPSTAKES. ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PRICING PLANS. MOBILE ENTRY IS NOT REQUIRED TO ENTER OR WIN A PRIZE IN THIS SWEEPSTAKES.

Entry Limit: There is a limit of three (3) entries per person, one (1) via the Website, one (1) via Twitter, and one (1) via Instagram per person during the Sweepstakes Period. If more than one (1) entry is received from any person for any entry method the entries may, at the Sponsor's sole discretion, be disqualified. Entrants are prohibited from using more than one (1) e-mail address or

multiple identities. If it is found or suspected that an entrant is using more than one e-mail address or multiple identities to participate in the Sweepstakes, then that entrant, in Sponsor's sole discretion, may not be eligible to win a prize.

4. RANDOM DRAWING: On or around June 16, 2021, the Administrator will randomly select four (4) potential winners from all eligible entries received. Each winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules.

5. PRIZES, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING:

A. Prizes (4): Each prize is \$7,500 for a backyard makeover (each a "Prize"). No more than four (4) Prizes will be available in the Sweepstakes. The ARV of each Prize is \$7,500. Prize may be awarded via payment application for which those payment terms and conditions may apply or by check.

B. Total ARV: The total ARV of all Prizes is \$30,000.

C. Odds of Winning: The odds of winning a Prize depend on the number of eligible Sweepstakes entries received during the Sweepstakes Period.

D. General Conditions: There is a limit of one (1) Prize per person. In no event will more than four (4) Prizes be awarded. If, for any reason, more Prize notifications are sent (or more claims are received) than the number of Prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of Prizes through a random drawing from among all non-suspect, eligible Prize claims received.

6. HOW TO CLAIM A PRIZE: The potential winners are subject to verification of eligibility and compliance with these Official Rules. After the random drawing, Administrator will notify the potential winners either via e-mail at the e-mail address provided at the time of registration or on either Twitter or Instagram by a Direct Message from @walmart or @purelifeus (depending on his/her method of entry) with instructions on how to claim his/her Prize. Each potential winner must respond to Twitter/Instagram Direct Message winner notification within twenty-four (24) hours or they may, at the Sponsor's sole discretion, be disqualified. Each potential winner will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents within five (5) calendar days from the date of attempted notification or his/her Prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor's sole and absolute discretion. Failure to provide all required information and a signature on the documents within the stated time period may result in forfeiture of a winner's right to claim his/her Prize, and may result in the Prize being awarded to an alternate winner, if time permits. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a Prize, the respective Prize may be forfeited. If a Prize is forfeited, the Prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a Prize, the Prize may not be re-awarded. Upon verification of eligibility, each winner will be contacted to make arrangements for the Prize fulfillment. Any portion of a Prize not accepted by winner will be forfeited. **Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for his/her Prize won.** Sponsor will issue an IRS Form 1099-MISC for each winner. All other costs and expenses not expressly set forth herein shall be solely each winner's responsibility. The Prizes will only be awarded to verified winners.

Sponsor will attempt to notify each potential winner as set forth above, but Sponsor is not responsible for any undelivered e-mails or direct messages, including without limitation e-mails or direct messages that are not received because of a winner's privacy or spam filter settings which may divert any Sweepstakes e-mail or direct message, including any winner notification e-mail or direct message, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. Prizes are 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 in case of unavailability of the Prize or force majeure, at Sponsor's sole and absolute discretion. Sweepstakes Entities shall not be held responsible for any delays in awarding a Prize for any reason.

- 7. LIMITATION OF LIABILITY:** By participating in this Sweepstakes, entrants agree that the Sweepstakes Entities, Viacom International Inc., Twitter, Instagram, and each of their parents, respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents, Instagram, Inc., and Twitter, Inc., (collectively, "Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications, Direct Messages, postal mail or other communications of any kind; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing, typographical, network, platform, human or other error or problem of any kind; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Sweepstakes; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a Prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Sweepstakes Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or

proceed with the Sweepstakes, including the selection of winners in a manner it deems fair and reasonable, including the selection of winners from among non-suspect, eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more Prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winner.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

8. DISPUTES: THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR SWEEPSTAKES ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE SWEEPSTAKES PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

9. PRIVACY: Sponsor's privacy policy is available at <https://www.nestle-watersna.com/info/privacy-policy>.

10. PUBLICITY RIGHTS/USE OF ENTRIES: By participating in this Sweepstakes, each entrant agrees to allow the Sponsor and Sponsor's designees the perpetual right to use his/her name, user name, address (city and state), biographical information, likeness, picture (including profile photo), and prize and other information and content provided in connection with the Sweepstakes for promotion, trade, commercial, advertising and publicity purposes in any and all media, now or hereafter devised, worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

By submitting an entry, each entrant waives all moral rights in and to the entry and grants to Sponsor and its licensees, successors and assigns an irrevocable, perpetual, unlimited, royalty-free, fully paid-up license to reproduce, distribute, display, exhibit, exploit, perform, edit, create derivatives of, and otherwise use the entry and all elements of such entry, together with any other material, and the name, user name, city and state of residence, voice, image and/or likeness of entrant (including, but not limited to, profile photo), in any and all media now known or hereafter devised, in any manner, in

whole or in part, worldwide, without compensation or notification to, or permission from, entrant or any third party, for any purpose whatsoever, including without limitation, for purposes of advertising or trade. Entrant agrees that, if required by Sponsor, he/she will sign documents to this effect and will provide Sponsor with a high resolution copy of the photograph or video that is part of his/her entry. Released Parties are not responsible for any unauthorized use of entries by third parties. Sponsor has no obligation to make use of the rights granted herein.

11. GENERAL: Any attempted form of participation in this Sweepstakes other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Sweepstakes. Any attempted form of participation in this Sweepstakes other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, Twitter accounts, Instagram accounts, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any Prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each entrant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. 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.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the Prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

12. WINNERS LIST: For a list of winners, interested individuals should mail a self-addressed stamped business envelope to: Winners List, - Nestle pure Life Backyard Makeover Sweepstakes, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received no later than August 30, 2021.

Customer Service inquiries may be made at [Contact Us](#).

© 2021 BlueTriton Brands, Inc. All rights reserved.

Instagram is a registered trademark of Instagram From Facebook. All rights reserved.

Twitter is a registered trademark of Twitter, Inc. All rights reserved.