

Naked Juice “Fill Your Cart for Good” Program Terms and Conditions

1. Eligibility & Program Period

The “Fill Your Cart for Good” Program (“Program”) begins Monday, September 24, 2018 at 12:01:00 AM Eastern Standard Time (“EST”) and ends on Sunday, November 4, 2018 at 11:59:59 PM EST, or when the maximum donation of \$500,000 has been met, whichever is earlier (“Program Period”). Participation in the Program is only open to legal residents of the fifty (50) United States and the District of Columbia, who are 18 years of age or older.

2. How to Participate

Take a still photograph or video of yourself doing the Shopping Cart Dance and post the photograph or video (“Submission”) on your social media channel using the hashtag #FillYourCartForGood. Inclusion of a Sponsor product in the Submission is not required. Naked Juice will then donate the monetary equivalent of one shopping cart of produce (equivalent of \$100) for each photograph or video properly submitted, up to \$500,000. **LIMIT OF ONE POST PER PERSON OR USER ACCOUNT REGARDLESS OF THE METHOD OF SUBMISSION. REPOSTS.**

All submissions must be received by Sunday, November 4, 2018 at 11:59:59 PM EST or prior to be eligible.

By submitting a Submission, each entrant agrees that his/her Submission complies with these “Terms and Conditions”. Each entrant also agrees that Sponsor or Administrator may disqualify the entrant’s submission from the Program if Sponsor or Administrator believes, in their sole and absolute discretion, that a Submission fails to comply with these Terms and Conditions.

By entering, each entrant warrants and represents the following with respect to his/her Submission: (a) the Submission will not infringe on any rights of any third parties and (b) that entrant has not and will not take any action that interferes with the rights granted to Sponsor under these Terms and Conditions.

By submitting a Submission, entrant hereby grants permission for the Submission to be posted on the Sponsor’s website or other website for public view during the Program and after the Program has ended. Further, entrant hereby understands and agrees that, at Sponsor’s sole discretion, his/her Submission may be posted to the Website, Sponsor’s Twitter account, Sponsor’s Instagram account, or other social media sites associated with the Sponsor.

If an entrant submits his/her Submission on their mobile device, message and data rates may apply. Entrants should consult their wireless service provider regarding its pricing plans.

3. SUBMISSION GUIDELINES AND REQUIREMENTS: Each Submission:

- A. Must be in English;
- B. Submission must comply with all social media posting requirements depending upon the platform on which the Submission is posted;
- C. Must contain the hashtag #FillYourCartForGood.
- D. Must be entirely the original work of the entrant (not copied, adapted, or reproduced from any other source and not a collaboration with any other person) and must not contain material that violates or infringes another’s rights, including but not limited to privacy, publicity or

intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased (e.g., names, logos, symbols, slogans, submissions that belong to others, except for incidental usage of trademarks and logos, as determined in Administrator's sole discretion or Submissions Entries of other people, quotes from other people, or parodies of other people);

E. Must not have been submitted previously in a promotion of any kind;

F. Must have approval from any persons appearing in the Submission and the entrant must be able to provide express written consent of every such person appearing in the Submission to Sponsor and/or Administrator if requested; Must not have any minor's appear in the Submission unless Entrant is the parent or legal guardian of the minor.

G. Must not disparage Sponsor, Administrator, or any other person or party affiliated with the Program and administration of this Program;

H. Must not include personally identifiable information;

I. Except as provided in Section 3.D, must not use any logos, brand names or trademarks other than Sponsor's, which Sponsor has granted entrant a limited license to use for purposes of this Program as set forth in Section 2 of these Terms and Conditions. Sponsor reserves the right to disqualify any Submission, if Sponsor believes, in its sole and absolute discretion, that there is any inappropriate use of Sponsor's logo, brand name, or trademark;

J. Must comply with all other Submission Guidelines and Requirements and provisions of these Terms and Conditions;

K. Must not contain, facilitate, reference, or use material that is dangerous, fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;

L. 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:

i. Must not contain, any cruelty to, or mistreatment in any way of animals;

ii. Must not contain, gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;

iii. Must not contain, the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products;

iv. Must not contain, the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;

M. Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;

N. Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and

O. Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created or otherwise promotes any unlawful, illegal, unsafe, dangerous or reckless behavior.

NOTE: If any Submission fails to comply with any of these Submission Guidelines and Requirements or any other provisions of the Terms and Condition, Sponsor reserves the right, in its sole discretion, to disqualify the entrant and their Submission will not be counted towards the donation.

5. **SPONSOR'S IP AND GENERAL SUBMISSION TERMS:** Sponsor grants entrants a limited, revocable, non-sublicensable license to use Sponsor's name, product, trademarks and logos (collectively, "Sponsor's IP") for the sole purpose of participating in this Program. Entrants

are not permitted to make any further use of Sponsor's IP for any purpose whatsoever. In addition, entrants recognize that all rights, title, and interest in Sponsor's IP shall vest exclusively to the Sponsor, and entrant agrees that he or she has not and will not take any action that might harm or adversely affect such rights. No right, title, or interest in and to the Sponsor's IP except for the limited license granted to entrant in these Official Rules is transferred or created. Each entrant further acknowledges and agrees that Sponsor's IP rights are valid and enforceable, and that entrant shall do nothing to challenge the validity or enforceability of Sponsor's IP in any forum. Entrants agree that the use of Sponsor's IP is permitted only for the purpose of making an Submission in this Program, and that any use of Sponsor's IP (whether in the Submission or otherwise) beyond this scope infringes the rights of Sponsor and will result in irreparable harm to Sponsor.

Each entrant retains ownership of his/her Submission. Each entrant hereby grants to Sponsor and its affiliated companies and designated agents a non-exclusive, transferable, perpetual, irrevocable, royalty free, unconditional, fully paid license and right to post and to make, have made, use, copy, reproduce, modify, and create derivative works of any materials provided by the entrant with the entrant's Submission or otherwise through the Program ("Program Materials"), (b) to publicly perform or display, import, broadcast or transmit, distribute (directly and indirectly) license, offer to sell and sell, rent, lease, or lend copies of the materials (and derivative works thereof), and (c) to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties. This license expressly includes a right (but not the obligation) for Sponsor to modify Entries to remove any third party intellectual property.

Additionally, each entrant consents to the use of the name, statements, photographs, videos, voice recordings and likenesses of himself/herself and any other person appearing in the Program Materials for publicity purposes, as well as any other purpose associated with the Program.

Once a Submission is entered into the Program, any such posting will be deemed made at the direction of the entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. EACH ENTRANT REPRESENTS, UNDERSTANDS AND ACKNOWLEDGES THAT HE/SHE WILL NOT BE PAID FOR OR RECEIVE ANY FORM OF COMPENSATION OR ROYALTY (OTHER THAN AFFECTING THE DONATION MADE BY SPONSOR) IN EXCHANGE FOR GRANTING SPONSOR THE NON-EXCLUSIVE LICENSE RIGHTS OR FOR ANY SUBSEQUENT USE OF SUCH SUBMISSION BY SPONSOR. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

12. PUBLICITY RIGHTS: By participating in this Program, each entrant agrees to allow the Sponsor and Sponsor's designee the perpetual right to use his/her name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Sweepstakes for promotion, trade, commercial, advertising and publicity purposes in all media 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.

4. Your Consent

By participating in the Program, you agree (i) to release, discharge, indemnify and hold harmless the Sponsor, Pepsi Beverages Company, PepsiCo, Inc., Pepsi-Cola Company and its bottlers and their respective parent, subsidiaries, affiliates, retailers, and advertising and promotion agencies, and all of their respective officers, directors, shareholders, employees and agents (collectively, "Released Parties") from any liability or damages which may arise out of participation in the Program or out of the acceptance, use, misuse or possession of any product

or service attained through this Program. All applicable federal, state and local laws and regulations apply. Program is void where taxed, prohibited, or restricted by law.

4. Privacy Policy

Any personally identifiable information collected from Participant during participation in the Program will be collected by Program Sponsor or its agents, and used by Program Sponsor and its respective affiliated companies and agents for administration and fulfillment of this Program as described in these Terms and Conditions, and in accordance with Program Sponsor's Privacy Policy as stated at <http://policy.nakedjuice.com/privacy.htm>.

5. Sponsor

Naked Juice Company, 1333 S. Mayflower Ave., Monrovia, California 91016