

## BiPro USA's 2017 #BiProFix Sweepstake

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

- Eligibility:** BiPro USA's 2017 #BiProFix Sweepstake is open only to legal residents of the 50 United States and the District of Columbia who are at least 18 years old at the time of entry and who did not purchase any equipment for the purposes of entering this sweepstake. Employees of Agropur, Inc. its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The sweepstake is subject to all applicable federal, state and local laws and regulations and is void where prohibited.
- Sponsor:** BiPro USA, 7500 Flying Cloud Drive, Suite 250B, Eden Prairie, MN 55344
- Agreement to Official Rules:** Participation in the Giveaway constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to this Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- Timing:** The Sweepstakes begins on July 6, 2017 at 12:00 a.m. Central Standard Time ("CST"), ends on August 30, 2017 at 11:59 p.m. CST (the "Sweepstakes Period"), and consists of eight (8) weekly entry periods (each a "Weekly Entry Period") as set forth in the chart below:

Weekly Entry Period	Start Date at 12:00 a.m. CST	End Date at 11:59 p.m. CST	Approximate Notification Date
1	July 6, 2017	July 12, 2017	July 13, 2017
2	July 13, 2017	July 19, 2017	July 20, 2017
3	July 20, 2017	July 26, 2017	July 27, 2017
4	July 27, 2017	August 2, 2017	August 3, 2017
5	August 3, 2017	August 9, 2017	August 10, 2017
6	August 10, 2017	August 16, 2017	August 17, 2017
7	August 17, 2017	August 23, 2017	August 24, 2017
8	August 24, 2017	August 30, 2017	August 31, 2017
Grand Prize Period	July 6, 2017	August 30, 2017	August 31, 2017

- How to Enter:** Entries may be submitted two ways during the Sweepstake period by emailing email [Marketing@BiProUSA.com](mailto:Marketing@BiProUSA.com) or by posting on Instagram. The submission must be in English.
  - During the Sweepstakes Period, log-in to or create your Instagram or account. Creating an Instagram account is free, but is subject to the terms and conditions set forth by

Instagram. Make sure you review and understand these terms and conditions and how your privacy settings work before participating in this Sweepstakes. In most cases your account settings must be set to "unprotected" and/or "public" in order for your postings to be viewable by the Sponsor and in order to participate in the Sweepstakes. If you post updates to or receive updates from Instagram via SMS or with the use of your mobile device, message and data rates may apply. Please consult your wireless-service provider regarding its pricing plans.

- i. "Follow" or "Like" BiProUSA on Instagram ( [biprousa](http://instagram.com/biprousa) <http://instagram.com/biprousa>)
  - ii. Share one (1) photo or video showing where you drink BiPro Protein Water or BiPro Whey Protein Isolate powders on Instagram.
  - iii. Include the hashtag #BiProFix and tag @biprousa within the posting, collectively referred to as your submission ("Submission").
- b. By uploading your Submission, you agree that it conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor may disqualify you from the Sweepstakes if it believes, in its sole discretion, your Submission fails to conform to the Guidelines and Restrictions or is otherwise not in compliance with these Official Rules.
- c. Submission Guidelines:
- i. The Submission must be in a format acceptable by Instagram;
  - ii. The Submission must be in English.
- d. Content Restrictions:
- i. The Submission must not contain video, images or artwork not created by entrant;
  - ii. The Submission must not contain material that violates or infringes another's rights, including, but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
  - iii. The Submission may include people other than the entrant, as long as you have their permission to do so. If the person is a minor you must have the permission of any parent/legal guardian if the child is below the age of majority in their state.
  - iv. The Submission should not include yours or any other person's full name, address, phone number or any other personal information you prefer to not share publicly.
  - v. The Submission must not include any representation of celebrities, athletes, musicians or any other public or private figure, include any anti-social, political or religious groups, any commercial solicitation or promotional materials.
  - vi. The Submission may not feature beer, distilled spirits, any alcoholic beverages, tobacco, fireworks, firearms/ammunition, prescription or illegal drugs or drug paraphernalia or any lottery or gambling.
  - vii. The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
  - viii. The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;

- ix. The Submission must not disparage Sponsor, or any other person or party affiliated with the Sweepstakes;
  - x. The Submission must not contain brand names or trademarks other than those under Sponsor or its affiliates' control, which entrant has a limited license to use to incorporate in his/her Submission in this Sweepstakes;
  - xi. The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Submission is created or any other applicable laws of any nation or state with jurisdiction over the Submission.
  - xii. The Submission may not contain viruses, worms, bots, spyware or any other computer code that is intended to damage, interfere with processing of this Sweepstakes.
  - xiii. Any Submission deemed inappropriate or unsuitable, in Sponsors sole discretion, will be rejected.
- e. Limitations:
- i. Each entrant may upload multiple Submissions per day on any specified Social Media Platform during the Contest Period. Submissions received from any person which are duplicate Submissions (as determined by Sponsor) will be counted as a single Submission. Submissions generated by script, macro or other automated means or by any means that subvert the entry process are void.
  - ii. Uploading a Submission constitutes entrant's grant to Sponsor of a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission. Released Parties (as defined in Section 9, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, unintelligible, garbled, delayed or misdirected Submissions, all of which will be void.
  - iii. In the event of a dispute regarding any Submission, the authorized account holder of the Instagram account used to enter will be deemed to be the entrant and he/she must comply with these Official Rules. Each potential winner may be required to show proof of being an authorized account holder.
6. **Prizes:** One (1), case (12 bottles) of BiPro Protein Water (approximate value \$49.99), in the flavor of the winner's choosing (Berry, Peach or Lemon); will be awarded for Weekly Entry Period 1 (July 6, 2017 - July 12, 2017), 2 (July 13, 2017 - July 19, 2017), 3 (July 20, 2017 - July 26, 2017), 4 (July 27, 2017- August 2, 2017), 6 (August 10, 2017 - August 16, 2017), 7 (August 17, 2017 - August 23, 2017), 8 (August 24, 2017 – August 30, 2017).  
One (1), case (12 bottles) of BiPro Protein Water (approximate value \$49.99), in the flavor of the winner's choosing (Berry, Peach or Lemon); will be awarded for Weekly Entry Period 5 (August 3, 2017 - August 9, 2017) to ten winners.

One grand prize consisting of twelve (12) two-pound jars of BiPro Whey Protein Isolate in the flavor of the winner's choosing (Chocolate, French Vanilla, Strawberry, Unflavored) and twelve (12) case (12 bottles) of BiPro Protein Water, in the flavor of the winner's choosing (Berry, Peach or Lemon); will be awarded to the grand prize winner (Grand Prize Period: July 6, 2017 - August 30, 2017)(approximate value \$1140).

Prizes are non-transferable, cannot be redeemed for cash, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of comparable or greater value, in its sole discretion. All prize details are at Sponsor's sole discretion. Limit: One (1) prize per person. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner.

7. **Odds:** The odds of winning depend on the number of eligible entries received.
8. **Drawing/Prize Notification:** Potential winners will be selected in a random drawing from all qualified entries received via Instagram or email. Potential winners will be notified by a direct message from BiProUSA on Instagram or email on which the Submission was submitted within 1 week of the drawing. Potential winners will have 5 days to reply to the notification with their interest in accepting the prize or an alternate winner will be drawn. An alternate winner for forfeited prizes may be selected at Sponsor's sole discretion. Prize winners will have their prizes mailed to them through United Parcel Service of America, Inc. (UPS) or United States Postal Service (USPS) within 1-2 weeks of confirmation. All applicable shipping for Prize(s) will be paid by Sponsor. A complete list of winners can be obtained by emailing [Marketing@BiProUSA.com](mailto:Marketing@BiProUSA.com). All requests must be received by December 31, 2017.
9. **Release:** By entering, entrants agree to release and hold harmless the Sponsor, Social Media Platform (Instagram, Facebook, Twitter) and their respective parents, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Giveaway or receipt or use or misuse of any prize.
10. **General Conditions:** All federal, state and local laws apply. Sponsor assumes no responsibility for lost, late, misdirected, illegible, incorrect or inaccurate entry information. Sponsor reserves the right to cancel, suspend and/or modify the Giveaway, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Giveaway, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible Submissions received up to time of such action, or as otherwise deemed fair and appropriate by Sponsor. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the Submission process or the operation of the Giveaway or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Submissions. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Entry into

the Sweepstakes constitutes permission to the Sponsor and their agencies to use winners' name, Social Media Platform account name and/or likeness for purposes of advertising and trade without further compensation, unless prohibited by law. Sponsor reserves the right to substitute prize of equal or greater value. By participating the Giveaway, entrants agree to be bound by the Official Rules. Winners agree to release and hold harmless BiPro USA, its agencies and employees from injury, death, loss or other liability that may arise from the acceptance or use of any prize or their participation in this promotion. By entering this sweepstakes entrant agrees to receive email notifications from Sponsor. The entrant can choose to opt-out from receiving the emails after receiving the first notification.

11. **Limitations of Liability:** Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software, or lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions; (3) unauthorized human intervention in any part of the Submission process or the Giveaway; (4) other errors or problems of any kind relating to or in connection with the Giveaway, whether printing, typographical, technical, computer, network, mechanical, human error or otherwise, which may occur in the administration of the Giveaway, the uploading, the processing of entries or the processing of Submissions, the announcement of the prizes or in any promotion-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Giveaway or receipt or use or misuse of any prize. Released Parties are not responsible for any unauthorized third-party use of any Submission. Dispute Resolution: Entrant agrees that: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant(s) and Sponsor and their agencies, shall be governed by and construed exclusively in accordance with the laws of the State of Minnesota without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than the State of Minnesota. Entrant agrees that any action at law or in equity arising out of or relating to this sweepstakes, or awarding of the prize, shall be filed only in the state or federal courts located in the County of Hennepin in the State of Minnesota. Entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited, by participating in this sweepstakes, entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this sweepstakes, or awarding of the prize, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this sweepstakes but in no event attorneys' fees; and (c) under no circumstances will any participant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages

multiplied or otherwise increased. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you.

**THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH TWITTER, FACEBOOK OR INSTAGRAM.**