

**THE MYX Fusions® HEAT UP YOUR WINTER SWEEPSTAKES**  
**OFFICIAL RULES**

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

The MYX Fusions® Heat Up Your Winter Sweepstakes ("Promotion") is sponsored by MYX Beverage, LLC., 424 West 33rd Street #520, New York, NY 10001 ("Sponsor"), and is administered by a third-party independent judging organization ("Administrator").

- 1. PROMOTION TIMING AND BRIEF OVERVIEW:** The Promotion starts on November 16, 2015, at 12:00 P.M. (noon) Eastern Time ("ET") and ends on January 31, 2016 at 11:59:59 P.M. ET ("Promotion Period"). During the Promotion Period, an eligible entrant can enter the "Instant Win Game" and the "Sweepstakes" by following the instructions set forth in Rule 3 of these official rules ("Official Rules"). Sponsor's computer is the official timekeeping device for the Promotion.
  
- 2. ELIGIBILITY:** This Promotion is open only to legal residents of the 50 United States and the District of Columbia who are at least twenty-one (21) years old at the time of entry, except that New Jersey residents are not eligible to enter the Instant Win Game, only the Sweepstakes. Officers, directors and employees of Sponsor, Administrator, Forté Advertising LLC., and each of their respective parent companies, subsidiaries and affiliates, distributors, and companies involved in the implementation and execution of the Promotion (collectively, "Promotion Entities") and each of their respective immediate family members (i.e., spouse, parent, child, sibling and the "steps" of each) and persons living in the same household of each are not eligible to participate in the Promotion. Void outside the 50 United States/District of Columbia and where prohibited by law. By participating in the Promotion, an individual who enters (individually, "Entrant" and collectively, "Entrants") agrees to be bound by these Official Rules and the decisions of Administrator and Sponsor, which shall be final and binding in all matters pertaining to the Promotion. For purposes of the Promotion, an Entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry/Game Play. Entrants will not be allowed to change their physical address or e-mail address. Each Entrant may be required to furnish proof of identification and other proof of eligibility under these Official Rules.
  
- 3. HOW TO ENTER THE PROMOTION:**
  - A. Registration:** During the Promotion Period, an Entrant must visit <http://www.myxfusions.com/win> ("Website") and enter his/her date of birth. If the Entrant is 21 years of age or older, he/she will then be taken to a registration site where he/she must enter his/her valid e-mail address. After entering his/her e-mail address, the Entrant must then follow the on-screen instructions to register for the Promotion by providing his/her complete first and last name (initials are not permitted), street address (no P.O. boxes), city, state, Zip Code, telephone number, date of birth and affirmation that he/she has read and agrees to be bound by these Official Rules. The Entrant will only be required to complete the registration process once. For future visits to the Website, the Entrant will only be required to enter his/her e-mail address.
  
  - B. Instant Win Game (New Jersey residents are not eligible to enter the Instant Win Game):** After registering for the Promotion, the Entrant (unless he/she is a New Jersey resident) will receive instructions on how to play the Spin the Bottle Advergame (a "Game

Play” and collectively, “Game Plays”). After completing a Game Play, the Entrant will receive a message stating whether or not Entrant has won a prize in the Instant Win Game.

Each Entrant who receives a “win” message will be deemed a potential winner pending confirmation and verification of the entrant’s eligibility and compliance with these Official Rules. All potential winning Game Plays are subject to verification by Sponsor or Administrator, whose decisions are final and binding. An entrant is not a winner of any prize, even if the Game Play should so indicate, unless and until entrant’s eligibility and the potential winning Game Play have been verified and entrant has been notified that verification is complete. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any Game Play that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored.

**C. Sweepstakes:** After completing the Game Play, the Entrant will also receive one (1) entry into the Sweepstakes. Note that New Jersey residents will receive the entry into the Sweepstakes after registering or returning to the Promotion as they will not be allowed to play the Instant Win Game.

**D. Entry Limit:** An Entrant is limited to receiving one (1) Game Play and one (1) Sweepstakes entry per day. A “day” is defined as starting at 12:00 AM ET and ending at 11:59:59 PM ET on a calendar day, except on November 16, 2015, when a day starts at 12:00 PM (noon) ET and ends at 11:59:59 PM ET. Entrants attempting to gain Game Plays or entries in excess of the limits stated above by use of multiple e-mail address, or identities or other means may be disqualified, at Sponsor’s sole discretion. In the event that a household enters the Promotion using more than five (5) unique e-mail addresses, all of the Game Plays associated with that household (determined by Sponsor and/or Administrator in their sole discretion) may be disqualified. If it is discovered that a person has registered or attempted to register using multiple e-mail addresses or residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person’s Game Plays will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive.

Entries received from any individual in excess of the stated limitation will be void. If an Entrant accesses the Promotion on his/her mobile device, the Entrant’s wireless service provider may charge the Entrant for applicable data charges. Entrants should consult their wireless service provider regarding its pricing plans. Message and data rates may apply. Entrants should review their mobile device’s capabilities for specific app instructions.

**4. RANDOM SWEEPSTAKES DRAWING:** On or about February 1, 2016, the Administrator will select one (1) potential “Punta Cana Grand Prize Winner” and one (1) potential “Riviera Maya Grand Prize Winner” in a random drawing from all eligible Sweepstakes entries received during the Promotion Period. The Punta Cana Grand Prize Winner and the Riviera Maya Grand Prize Winner are collectively referred to as the “Grand Prize Winner(s)”. Each Grand Prize Winner is deemed to be a potential winner pending verification of his/her eligibility and compliance with these Official Rules as determined by Sponsor, at Sponsor’s sole discretion.

**5. PRIZES APPROXIMATE RETAIL VALUES (“ARV”), AND ODDS OF WINNING:**

**A. Punta Cana Grand Prize (1):** The Punta Cana Grand Prize Winner will receive a six (6) day/five (5) night trip for four (4) people – the Grand Prize Winner and three (3) adult travel companions (“Guests”) – to Punta Cana, Dominican Republic (the “Punta Cana Grand

Prize”). The Punta Cana Grand Prize includes round trip coach class airfare for up to four (4) people (Grand Prize Winner and Guests) between the major commercial airport closest to Grand Prize Winner’s residence (as determined by Sponsor in its sole discretion) and an airport in the Punta Cana area (as determined by Sponsor in its sole direction); five (5) nights standard hotel accommodations at the Barceló® Punta Cana Hotel and Resort, subject to availability (single room, double occupancy); and a check made payable to the Grand Prize winner in the amount of Three Thousand Dollars (\$3,000) to be applied to taxes and other travel expenses. Travel must be booked by December 31, 2016, completed by 2017, and is subject to availability and blackout dates, which will include but is not limited to dates around Christmas, New Year, Easter and other major holidays.

**B. Riviera Maya Grand Prize (1):** The Maya Grand Prize Winner will receive a six (6) day/five (5) night trip for four (4) people – the Grand Prize Winner and three (3) adult Guests – to Riviera Maya, Mexico (the “Maya Grand Prize”). The Maya Grand Prize includes round trip coach class airfare for up to four (4) people (Grand Prize Winner and Guests) between the major commercial airport closest to Grand Prize Winner’s residence (as determined by Sponsor in its sole discretion) and an airport in the Riviera Maya area (as determined by Sponsor in its sole direction); five (5) nights standard hotel accommodations at a Barceló® Hotel and Resort selected by Sponsor in its sole discretion and subject to availability (single room, double occupancy); and a check made payable to the Grand Prize winner in the amount of Three Thousand Dollars (\$3,000) to be applied to taxes and other travel expenses. Travel must be booked by December 31, 2016, completed by 2017, and is subject to availability and blackout dates, which will include but is not limited to dates around Christmas, New Year, Easter and other major holidays.

**C. General Conditions Regarding Each Grand Prize:** The Punta Cana Grand Prize and Maya Grand Prize are hereinafter referred to individual as a “Grand Prize” and collectively as the “Grand Prizes”. All Grand Prize-related travel must be taken in accordance with Sponsor’s directions or the Grand Prize will be forfeited and awarded to an alternate Grand Prize Winner, time permitting. All Grand Prize-related travel arrangements will be administered by Sponsor’s authorized designee. All Grand Prize travel must be booked at least fifteen (15) days prior to departure. All travel must be booked prior to departure and is subject to capacity controls, availability, weather, seasonal influences and certain other restrictions, all of which are subject to change. Each Grand Prize Winner and his/her Guest will be required to travel on identical itineraries that include the same departure date and return date. Air/ground transportation and hotel accommodations must be taken together and cannot be taken separately. The Guests must stay in the same hotel room as his/her Grand Prize Winner. Sponsor will not replace any lost or stolen tickets (if any), travel vouchers or certificates or similar items once they are in a Grand Prize Winner’s possession or in the possession of a Guest. Travel must be roundtrip. Once hotel and flight arrangements have been confirmed, no changes will be allowed except by Sponsor in its sole and absolute discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in these Official Rules and those set forth by any airline, as detailed in the passenger ticket contract issued by such supplier. If a Grand Prize Winner elects to travel or partake in the Grand Prize without a Guest then no additional compensation will be awarded to the Grand Prize Winner.

Each Grand Prize Winner and his/her Guest are solely responsible for obtaining any desired or necessary for international travel documents (including government-issued passports or other photographic identification). Each Grand Prize Winner and his/her

Guest hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the Grand Prize. It is the responsibility of a Grand Prize Winner and his/her Guest to arrive at the designated gateway airport in time for each flight that is part of the Grand Prize.

The Guest must be at least twenty-one (21) years old.

Each Grand Prize Winner and his/her Guest are responsible for all in-room charges (e.g., mini-bar, movies), telephone calls, meals not included as part of the inclusive resort, beverages not included as part of the inclusive resort, gratuities, upgrades, personal incidentals, amenities and any other fees and expenses not specifically mentioned in these Official Rules. Each Grand Prize 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 attributed to a Grand Prize Winner and/or his/her Guest will be the responsibility of the Grand Prize Winner.

Sponsor bears no responsibility if any event, element or detail of the Grand Prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the Grand Prize become unavailable, the Sponsor shall have no obligation to the Grand Prize Winner aside from providing the remaining portion of the Grand Prize, minus any unavailable event, element or detail.

No more than two (2) Grand Prizes will be awarded in the Sweepstakes as set forth above.

**D. ARV of Each Grand Prize:** The ARV of each Grand Prize is \$5,400. The actual value may vary based on airfare fluctuations, whether or not a Guest will participate in the Grand Prize, and the distance between departure city and arrival city. Any difference between the stated ARV and actual value will not be awarded.

**E. Instant Prizes:** The Instant Prizes set forth in the chart below will be available during the Promotion Period (individually, “Instant Prize” and collectively, “Instant Prizes”).

Instant Prize Description	ARV	Quantity	Total ARV
Nicki Minaj™ Beats Pill® Speakers	\$199	13	\$2,587
\$10 Music Download Gift Card	\$10	184	\$1,840
<b>Total</b>		197	\$4,427

The total number of Instant Prizes awarded will not exceed the number of Instant Prizes set forth in the table above.

Each Music Download Gift Card as set forth above is subject to the terms and conditions on the applicable the Music Download Gift Card website. The use of Music Download Gift Card constitutes the user’s acceptance of all of its terms and conditions. Instant Prize winners should read the terms and conditions on the applicable the Music Download Gift Card website carefully. Each Music Download Gift Card will not be redeemed or exchanged for cash, except where required by law. The Music Download Gift Card is “non-reloadable”, so additional money cannot be added to the balance of the Visa® Gift Card. The Music Download Gift Card does not offer a line of credit like a credit card.

- F. General:** Each winner shall be solely responsible for payment of any and all applicable federal, state, and local income taxes for any prize won. Prizes consist only of the items described herein. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility.
- G. Total ARV:** The total ARV of all available prizes in the Promotion is Fifteen Thousand Two Hundred Twenty-seven Dollars (\$15,227.00).
- H. Prize Limit:** An Entrant/household may win only one (1) Instant Prize and one (1) Grand Prize unless he/she is a New Jersey resident in which case he/she may only win a Grand Prize.
- I. Odds of Winning:** In order for Game Play to result in an Entrant being a potential Instant Prize winner, his/her Game Play must have been received either at the exact randomly predetermined winning time as determined by Administrator or, if no Game Play is received at the exact randomly predetermined winning time, then the Game Play that is received at the closest time immediately following the randomly predetermined winning time during the Promotion Period will result in a winning Game Play. The number of Instant Prizes available to be won will decrease during the Promotion Period as Instant Prizes are awarded and/or claimed.

The odds of winning a Grand Prize depend upon the total number of eligible Sweepstakes entries received during the Promotion Period.

## **6. HOW TO CLAIM A PRIZE:**

- A. Grand Prizes:** Each Grand Prize Winner will be notified via e-mail by the Administrator at the e-mail address provided at the time of registration on or about February 2, 2016.

Before being declared a Grand Prize Winner, a potential Grand Prize Winner will be required to execute and return a notarized Affidavit of Eligibility/Liability & Publicity Release and tax acknowledgment form ("Affidavit"). The Affidavit may also include a background check authorization. The Sponsor or its authorized designee must receive the fully executed potential Grand Prize Winner's Affidavit within seven (7) calendar days from the date the Affidavit is sent by the Sponsor or Sweepstakes Administrator or the Grand Prize may, in Sponsor's sole discretion, be forfeited. The Guest's liability and publicity release must also be received within such time. If there is a background check, then the Sponsor reserves the right in its sole discretion to disqualify any person based on such background check if Sponsor determines in its sole discretion that awarding the Grand Prize to such person might reflect negatively on Sponsor or any Promotion Parties. In the event that a potential Grand Prize Winner does not comply with these Official Rules, if a potential Grand Prize Winner fails to return the Affidavit or any other request paperwork within the specified timeframe, or if any winner notification or Grand Prize is returned as undeliverable, then the Grand Prize may, in the Sponsor's sole and absolute discretion, be forfeited. If a Grand Prize is forfeited for any reason, an alternate Grand Prize Winner may be selected in a random drawing consisting of all remaining eligible Sweepstakes entries received during the Promotion Period, in Sponsor's sole discretion.

Upon receipt of the potential Grand Prize Winner's completed Affidavit and verification of eligibility, Sponsor or its designee will contact the Grand Prize Winner to arrange for travel booking.

EACH GRAND PRIZE WINNER WILL BE ISSUED AN IRS FORM 1099 FOR TAX PURPOSES IN THE AMOUNT OF THE ACTUAL RETAIL VALUE OF THE GRAND PRIZE AND MUST SUBMIT HIS/HER SOCIAL SECURITY NUMBER OR TAXPAYER ID NUMBER, AS REQUIRED BY LAW.

**B. Instant Prizes:** Each Instant Prize will be mailed to the Instant Win Game Winner's address provided when registering for the Promotion once the Instant Win Game Winner's eligibility has been verified and confirmed in accordance with these Official Rules. If a potential Instant Win Game Winner is determined to be ineligible or found not to be in compliance with these Official Rules, or in the event that an Instant Prize confirmation or Instant Prize is returned as undeliverable, the Instant Prize will be forfeited. If an Instant Prize is forfeited for any reason, an alternate Instant Win Game Winner may be selected in a random drawing consisting of eligible Game Plays received during the Promotion Period, in Sponsor's sole discretion. Allow approximately 6 to 8 weeks for verification and shipment of an Instant Prize after the end on the month during which an Instant Prize is awarded.

**C. General Prize Claim Conditions:** Sponsor will attempt to notify each potential winner as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Promotion e-mail, including any winner notification e-mail, to a spam or junk folder. The right to receive a prize is non-assignable, non-transferable and no prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize or force majeure, at Sponsor's sole and absolute discretion. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. Sweepstakes Entities shall not be held responsible for any delays in awarding the prize for any reason. Each prize will only be awarded to a verified winner. All properly claimed prizes will be awarded.

**7. LIMITATION OF LIABILITY:** By participating in this Promotion, Entrants agree that the Promotion Entities, and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and the respective officers, directors, employees, representatives, designees and agents of each of the foregoing ("Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, or undeliverable e-mail notifications, direct messages or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/Website/UseNet accessibility, availability or traffic congestion; or any technical, mechanical, printing or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any Website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Promotion and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction, or unauthorized access to the Website or any Promotion-related website(s). The Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Promotion and/or accepting or using/misusing a prize.

The Released Parties shall not be responsible or liable for entries that are entered by any automated computer, program, mechanism or device or by a third-party entry service, for any entries in excess of the stated limit or for entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such entries may, at Sponsor's sole discretion, be disqualified.

If, for any reason, a Sweepstakes entry or Game Play is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an entry in the Instant Win Game or Sweepstakes, the Entrant's sole remedy is to enter the Instant Win Game or Sweepstakes again to receive another Game Play or Sweepstakes entry, as applicable. If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to cancel, terminate, extend, modify or suspend the Promotion. If the Promotion is terminated before the stated end date, then: (a) the Sponsor reserves the right to award the Grand Prize in a random drawing from among all non-suspect, eligible entries received prior to the time/date of termination and no further Instant Prizes will be awarded; or (b) the Sponsor may elect to award the Grand Prize and any remaining Instant Prizes in a manner it deems fair and reasonable. In no event will more prizes be awarded than are stated in these Official Rules. 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 for any prize according to these Official Rules, the intended prizes will be awarded in a random drawing from among all verified prize claims received for that prize. This Promotion is subject to all applicable federal, state and local laws and regulations.

By entering the Promotion, each Entrant agrees: (i) to waive any rights to claim ambiguity with respect to these Official Rules; (ii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; (iii) the entry does not contain any computer virus (as applicable) and is otherwise uncorrupted; and (iv) to forever and irrevocably agree to release, defend, indemnify and hold harmless each of the Released Parties from and against 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 Promotion, including, but not limited to, any Promotion-related activity or element thereof, and the Entrant's entries, participation or inability to participate in the Promotion; ((b) typographical or printing errors in these Official Rules or any Promotion-related materials; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, nonuse, 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 Prizes (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including, but not limited to, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slowdown, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules; (e) any interruptions in or postponement, cancellation or modification of the Promotion; (f) human error; (g) incorrect or inaccurate transcription, receipt or transmission of any part of any entry or Game Play (including, without

limitation, the registration information or any parts thereof); (h) any technical malfunctions or unavailability of the Website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, Internet service provider or mail service utilized by any of the Released Parties or by an Entrant; (i) interruption of or inability to access the Promotion, the Website, any other Promotion-related website(s), or any online service via the Internet due to hardware or software compatibility problems; (j) any damage to Entrant's (or any third person's) equipment used to access the Promotion and/or its contents related to or resulting from any part of the Promotion; (k) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions; (l) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries or Game Plays; (m) any wrongful, negligent or unauthorized act or omission on the part of any of the Released Parties; (n) lost, late, stolen, misdirected, damaged or destroyed prize(s) (or any element thereof); (o) the negligence or willful misconduct by Entrant; or (p) any breach or alleged breach of any of the warranties, representations or agreements of Entrant hereunder.

Without limiting the foregoing, everything regarding this Promotion, including the prize components, 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. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusions of implied warranties, so some of the above limitations or exclusions may not apply. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

- 8. DISPUTES:** THIS PROMOTION 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 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 THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA 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 OF THE TIME THE CAUSE OF ACTION OCCURRED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain

in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

- 9. PUBLICITY RIGHTS:** By participating in the Promotion and/or accepting a prize, each Entrant agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use his/her name, biographical information, photos and/or likeness, and statements for Promotion, trade, commercial, advertising and publicity purposes, at any time or times, in commerce and in all media now known or hereafter discovered worldwide including, but not limited to, live television, on the World Wide Web and Internet, without further notice, review or approval and without additional compensation except where prohibited by law.
- 10. PRIVACY POLICY:** Any personally identifiable information collected during an Entrant's participation in the Promotion will be collected by Administrator or designee and used by Sponsor, Administrator, its affiliates, designees, agents and marketers for purposes of the proper administration and fulfillment of the Promotion as described in these Official Rules and in accordance with the Privacy Policy for any marketing communications that the Entrant opted into receiving when registering for the Promotion.
- 11. GENERAL:** Any attempted form of participation in this Promotion other than as described herein is void. 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 used to submit the 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 e-mail addresses for the domain associated with the submitted e-mail address. Sponsor and Administrator reserve the right to disqualify any individual found, in Sponsor's or Administrator's sole discretion, to be tampering with the operation of the Promotion, 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 a Promotion. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Promotion may void any attempted participation effected by such methods and result in the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE PROMOTION OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** All entries and/or materials submitted will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in any Promotion-related materials (including, but not limited to, point of sale, television, Internet and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall govern and prevail.
- 12. WINNERS LIST:** To obtain any legally required winners list, interested individuals should place a self-addressed, stamped business-size envelope in an envelope and mail it to: The MYX® Heat Up Your Winter Sweepstakes - Winners List Request, P.O. Box 251328, West Bloomfield, MI 48325. Winners List requests must be received by March 31, 2016.

Inquiries can be made at [Contact Us](#).

Sponsored by Myx Beverage, LLC, 424 West 33<sup>rd</sup> Street #520, New York, NY 10001.

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