



ROBEKS POWER UP PHOTO CONTEST OFFICIAL RULES



Robeks Power Up Photo Contest Official Rules

1. SPONSOR. The “Robeks Power Up Photo Contest” (the “Contest”) is sponsored by Robeks Corporation, 5220 Pacific Concourse Drive, Los Angeles, CA 90045 (“Sponsor”). The Contest is in no way sponsored, endorsed or administered by, or associated with Instagram.

2. ENTRY PERIOD. The Contest entry period begins at 12:00 a.m. Pacific Time (“PT”) on March 19, 2018 and ends at 11:59 p.m. PT on 5/27, 2018 (the “Entry Period”). Judging and selection of winning entries is as described in Section 6 below. Sponsor’s (or its designee’s) computer is the official timekeeper for this Contest.

3. ELIGIBILITY. The Contest is only open to entrants who, as of the entry date, are legal residents of the fifty (50) United States and the District of Columbia (excluding the States of Arizona, Colorado, Connecticut, Maryland, North Dakota and Vermont) and are at least eighteen (18) years of age. The Contest is void in the States of Arizona, Colorado, Connecticut, Maryland, North Dakota and Vermont and where prohibited or restricted by law. Employees, officers and directors of Sponsor, Zola, and their respective parents, subsidiaries, affiliates, divisions, advertising and promotion agencies, and the immediate families (defined as parents, spouses, children, siblings, grandparents, and their respective spouses) or members of the same household (whether related or not) of each such employee, officer and director, are not eligible to enter or participate. The Contest, and any website pages and advertisements relating thereto, is intended for viewing only within the eligible Contest territory, and entrants must be present in the eligible Contest territory at the time they enter.

4. HOW TO ENTER; SUBMISSION OF ENTRY MATERIALS; PHOTO ENTRY REQUIREMENTS.

a. To enter the Contest, log into your Instagram account and (1) follow @Robeks and @LiveZolaUS; (2) upload a photo of you enjoying your favorite Robeks Acai bowl or smoothie (the “Contest theme”); and (3) include the hashtag #powerupcontest. **YOUR UPLOAD MUST CONTAIN THE REQUIRED HASHTAG.** Limit one (1) entry per person in the Contest. To participate in the Contest, you must have a public Instagram account and your account privacy settings must be set to “Off.” If you do not have an Instagram account, visit www.instagram.com and create a free account. Your photo must be uploaded in accordance with the Instagram Terms of Use, available at <http://instagram.com/about/legal/terms/>.

Entries must be received by Sponsor during the Entry Period. Entries must conform to the entry requirements in Section 4(b) below and will be judged as described in Section 6 below.

An entrant must be the rightful owner (or have authorized use) of the e-mail address identified with the participant’s Instagram account. Multiple participants are not permitted to share the same email address or Instagram account. Any attempt by any participant to obtain additional entries beyond the limit by using multiple/different email addresses, Instagram accounts, identities, registrations and logins, or any other methods will void that entrant’s entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to an entrant’s entry, the natural person who is the authorized account holder of the email address identified with

the participant's entry (including the participant's Instagram account) will be deemed to be the entrant, but only if that person is otherwise eligible to enter the Contest. The "authorized account holder" is the natural person assigned to an email address by an Internet access provider, online service provider, Internet service provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder. If a dispute cannot be resolved to Sponsor's satisfaction, the winning entrant may be deemed ineligible. **ELIGIBLE ENTRANTS MUST ENTER IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF ENTRY WILL BE ACCEPTED.** Normal Internet access and usage charges imposed by entrant's online service will apply.

b. Entries must meet the following requirements, compliance with which shall be as determined by Sponsor in its sole discretion:

i. If the photo includes people, it may only feature the entrant and/or any other individuals who have consented to appearing in the photo and to entrant submitting the photo as a photo entry in this Contest. Any other persons must not be recognizable. Each entrant attests that he/she has made all those individuals other than entrant depicted in the photo entry (or parent/legal guardian for any person depicted who is a minor) aware that he/she is submitting a photo entry containing them in this Contest, and all depicted (or parent/legal guardian for any person depicted who is a minor) have agreed that entrant may submit such photo entry in this Contest. Further, the entrants who are determined as winners in the Contest must, if required by Sponsor, obtain a publicity release in the form provided by Sponsor from those depicted in the photo entry, if applicable (or the parent/legal guardian of any minors depicted) prior to a selected entrant being confirmed as an official winner. Any animals featured must be animals owned by the entrant submitting the photo entry or consenting individuals who also appear in the photo entry as provided above.

ii. The photo must be uploaded in a format permitted by Instagram.

iii. The entry must be suitable for a public forum, and in keeping with Sponsor's positive family friendly image, and may not be offensive or inappropriate, as determined by Sponsor in its sole discretion. Without limiting the foregoing, an entry must not contain any obscene images, nudity, profanity or lewd gestures.

iv. The entry must be entirely original to the entrant, and must NOT include any mention or performance of any copyrighted media production, including, without limitation, music, films, books, television programming, etc., or identifying descriptions of any media property. An original creation is the product of one's own mind created solely by the entrant(s), and is not a copy or imitation. Modifying, enhancing or altering a third party's preexisting work does not qualify as an entrant's original creation.

v. The entry must NOT infringe, misappropriate or violate any right of any third party, including, without limitation, copyright, trademark, trade secret, or right of privacy or publicity, and must NOT incorporate or include anything (e.g., third party names, marks or logos) that would require the consent of any third party for the use of the entry (or any part thereof) by Sponsor or any of its designees. Notwithstanding the foregoing, entrants are permitted to use Sponsor's name, logo and materials in the entry.

vi. The photo must NOT have been previously published, submitted to another contest, won any other award, broadcast on a media network or submitted to any entertainment entity.

vii. To the extent that a third party shot or helped with the production of an entry, the entrant must be able to provide on request all appropriate clearances, permissions and releases from that third party's participation in the creation or production of the entry and location releases for all recognizable locations. In the event a entrant cannot provide all required releases, Sponsor reserves the right, in its sole discretion, to disqualify the applicable entry or seek to secure the releases and clearances for Sponsor's benefit.

By submitting an entry, the entrant represents and warrants that the submitted entry complies with all requirements of these Official Rules, including those set forth in this Section 4(b), and will indemnify, defend and hold Sponsor and all Contest parties harmless from and against any breach of such representation and warranty. Entries are also subject to the terms and conditions of Instagram.

c. Each entrant agrees that Sponsor and its successors, designees and assigns shall each have the perpetual, irrevocable, world-wide and fully-transferable right (but not obligation) to use, modify, display, reproduce, make derivative works of, and otherwise exploit entrant's entry and submissions (or any part thereof, including the photograph) for promotional purposes in any manner or media whether now or hereafter existing and/or to otherwise use or commercially exploit any entry or submission (or any part thereof) or information or ideas contained within any entry or submission, all without payment, notice, attribution, consideration or consent. Such use includes, without limitation, the right to use an entry (or any part thereof) and/or entry materials on Sponsor's websites in connection with the Contest (including past and future installments of the Contest), and for any other purpose as determined by Sponsor in its sole discretion; provided, however, there is no guarantee of use of an entry (or any part thereof) for any purpose; and provided further, the timing of any posting shall be as determined by Sponsor in its sole discretion, and an entrant shall have no claim with respect to the delayed timing of a posting or failure to make a posting. Sponsor does not have any obligation to maintain any of the entries or submissions, or any information or ideas contained therein, as confidential or proprietary. **SPONSOR AND ITS DESIGNEES RESERVE THE RIGHT TO EDIT, MODIFY, OR ABRIDGE ANY SUCH ENTRY OR SUBMISSIONS (INCLUDING, WITHOUT LIMITATION, BY OBSCURING OR BLURRING ANY PORTION OF THE PHOTO ENTRY) FOR ANY REASON PRIOR TO USE, INCLUDING, WITHOUT LIMITATION, IN CONNECTION WITH USE IN THE CONTEST AND/OR SUCH OTHER USES AS CONTEMPLATED ABOVE OR BY THESE OFFICIAL RULES, AND ENTRANT CONSENTS TO ANY SUCH ACTIVITIES.**

d. Failure to submit all required information and submissions in the manner required in these Official Rules may result in disqualification. **ENTRY MATERIALS (INCLUDING PHOTOGRAPHS) WILL NOT BE ACKNOWLEDGED.** Proof of submission of any entry materials will not be deemed to be proof of receipt by Sponsor. All entrants, participants and entries are subject to verification by Sponsor, as are the eligibility, age and other claims of/information provided by an entrant or potential prize winner. Any submission that does not comply with any aspect of these Official Rules, as determined by Sponsor in its sole discretion, may be rejected by Sponsor and the entrants disqualified. Entrants will cooperate with Sponsor and its representatives in connection with any and all verification activities.

5. PRIZES. Subject to the terms and conditions of these Official Rules, one (1) First Prize winner will receive five hundred dollars (\$500.00) in Robeks gift cards, and two (2) Second Prize winners will each receive two-hundred fifty dollars (\$250.00) in Robeks gift cards. The approximate retail value ("ARV") of each prize ranges from \$250.00-\$500.00, and the aggregate ARV of all prizes to be awarded in this Contest is one thousand dollars (\$1,000.00). Gift cards are subject to all terms, conditions, limitations and restrictions stated on the card. **LIMIT: One (1) prize per person in this Contest.**

Prize is nontransferable, nonassignable, nonnegotiable, and not redeemable for cash or credit. Prize must be accepted as awarded. Prize is awarded "AS IS" with no warranty, representation, or guarantee, express or implied, in fact or in law, made by Sponsor or for which Sponsor shall be liable, including, without limitation, **ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.** No prize substitutions, except by Sponsor, who reserves the right (but has no obligation) to substitute a prize (or a component thereof) with another prize of equal or greater value (including cash) if the prize (or a component thereof) is not available for any reason as determined by Sponsor in its sole discretion. Unused components of the prize shall be forfeited and have no redeemable cash value. Winner is solely and fully responsible for any and all costs, fees, taxes, assessments and expenses associated with prize award, redemption, receipt and use, including, without limitation, all federal, state and local taxes on the prize. If applicable, winner will be issued an IRS Form 1099 for the actual retail value of the prize. Winners waive the right to assert as a cost

of winning a prize any and all costs of verification and redemption. Non-compliance with any of the foregoing and any other condition of this Contest may result in disqualification and forfeiture of prize, in which case, no consideration will be awarded.

6. JUDGING; SELECTION; NOTIFICATION.

a. Entries received during the Entry Period will be judged and scored by a judging panel appointed by Sponsor who will judge and score the photos in accordance with the following judging criteria ("Judging Criteria"): Originality and creativity (33%), communication of Contest theme (33%) and overall visual appeal (34%). The judging panel will be comprised of an individual or individuals who are experienced in advertising or marketing. Judges may also be employees or agents of Sponsor, or its affiliates, or advertising and promotion agencies. The judging panel will select the three (3) highest scoring Photo Entries, as applicable, as the potential First Prize winner and potential Second Prize winners. In the event of a tie, tied entries will be judged against each other by the judging panel using the Judging Criteria until the tie is broken. No more than three (3) prize winners (i.e., one (1) First Prize winner and two (2) Second Prize winners) will be finally determined as such in this Contest. The potential winners will be determined and announced on or about 5/27, 2018.

b. A potential winner must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. A potential winner will be notified by direct message on Instagram and must provide a confirming email address to which Contest documents may be sent by Sponsor. If a potential winner cannot be reached by direct message on Instagram and/or if a potential winner does not provide the required confirming email address, in each case, within 48 hours of first notification attempt, an alternate winner may be determined.

c. In order to claim a prize, a potential winner may be required to execute and return to Sponsor an Affidavit of Eligibility, a Liability Release and, except where prohibited by law, a Publicity Release (an "Affidavit/Release") in the form(s) provided by Sponsor, together with any supporting eligibility or other documentation as required by Sponsor. The Affidavit/Release and supporting documentation must be returned to Sponsor by the date and/or time indicated within the Affidavit/Release. If a potential winner cannot be contacted within seven (7) days of the first attempt to contact him/her at the confirming email address provided by the potential winner, or if a potential winner fails to return the Affidavit/Release and supporting documentation within the specified time, or if a potential winner or his/her entry is found to be ineligible, or if a potential winner does not comply with the Official Rules, then the potential winner may be disqualified. In the event of the disqualification of a potential winner, such alternate will be the entrant with the next highest score in Contest judging. An alternate potential winner will be notified by Sponsor as described above and will be required to return the required Affidavit/Release and supporting documentation to Sponsor as described above; however, Sponsor, in its sole discretion, may adjust the above timing and delivery requirements.

d. Sponsor is not responsible for the failure of a potential winner to receive any of Sponsor's notifications or documents for any reason, or for the inability of a potential winner to respond to any of Sponsor's notifications or return any required documents for any reason.

7. AGREEMENT TO OFFICIAL RULES AND DECISIONS. By participating in the Contest, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor and the Contest judges (including, without limitation, decisions regarding eligibility of entries, the selection of the winners, and the awarding of the prizes), which are final and binding in all respects. Entrants and winners must comply with all terms and conditions of these Official Rules, and participation and winning is contingent upon fulfilling all requirements.

8. PUBLICITY. Except where prohibited by law, participation in the Contest constitutes entrants' and winners' consent for Sponsor and its designees to use an entrant's or winner's name, biography, likeness, voice, photographs, videos, opinions, statements, hometown and state for promotional purposes in

any manner or media (including, without limitation, on the Internet), worldwide, in perpetuity, and without further notice, payment, attribution, consideration or consent.

9. GENERAL CONDITIONS. Sponsor reserves the right to require entrants to complete, execute and deliver to Sponsor additional documents at any time as required, in the forms provided, and within the timeframe required by Sponsor, or the entrant and participants may be disqualified. Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Contest if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties, acts of God or failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest. In such event, Sponsor reserves the right in its sole discretion (but does not have any obligation) to award prizes on an alternate basis determined to be fair by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Contest is a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies 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 or any other provision of these Official Rules.

10. RELEASE. By participating in the Contest, each entrant forever, fully and irrevocably releases and holds harmless Sponsor, Zola, and their respective parents, subsidiaries, affiliates, agents, advertising and promotion agencies, Contest partners, prize suppliers, Instagram, and all of their respective employees, officers, directors, shareholders and agents from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in this Contest and/or entrant's award, receipt or use of any prize awarded in this Contest.

11. LIMITATIONS OF LIABILITY. Sponsor is not responsible for: (a) incorrect or inaccurate transcription or posting of entries or entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, or misdirected entries, or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Contest; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Contest or the processing of entries; or (f) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest, or from viewing, playing, uploading or downloading any material to or from Sponsor's website(s), regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to Sponsor's website by a hypertext link.

12. DISPUTES. Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prize awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in Los Angeles, California; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of California for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant 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 LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law

or conflict of law rules of provisions (whether of the State of California, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

13. OFFICIAL RULES. These Official Rules are available at <http://www.robeks.com/powerup>, or by sending a self-addressed stamped envelope to “Robeks Power Up Photo Contest – Rules Request” c/o Robeks Corporation, 5220 Pacific Concourse Drive, Los Angeles, CA 90045.

14. WINNER’S LIST. To request a list of the Contest winners, send a self-addressed postage-stamped envelope to “Robeks Power Up Photo Contest – Winners List Request”, c/o Robeks Corporation, 5220 Pacific Concourse Drive, Los Angeles, CA 90045. Requests must be received by 5/27, 2018.

ABBREVIATED RULES:

The “Robeks Power Up Photo Contest” is subject in all respects to the complete Official Rules available at <http://www.robeks.com/powerup>, or by sending a S.A.S.E. to “Robeks Power Up Photo Contest – Rules Request” c/o Robeks Corporation, 5220 Pacific Concourse Drive, Los Angeles, CA 90045. Open only to entrants who, as of the entry date, are legal residents of the fifty (50) United States and the District of Columbia (excluding the States of Arizona, Colorado, Connecticut, Maryland, North Dakota and Vermont) and are at least eighteen (18) years of age. The Contest is void in the States of Arizona, Colorado, Connecticut, Maryland, North Dakota and Vermont, and where prohibited or restricted by law. Entry period begins at 12:00 a.m. PT on 3/19/18 and ends at 11:59 p.m. PT on 5/27/18. LIMIT: 1 entry per person. Entry method (online only using Instagram), limits, restrictions and instructions, and prize information are set forth in the Official Rules. Sponsor: Robeks Corporation, 5220 Pacific Concourse Drive, Los Angeles, CA 90045. The Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram.