

The “Get Healthy With Robeks Photo Promotion”  
Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. ACCESS TO THE INTERNET IS REQUIRED TO PARTICIPATE.

I. PROMOTION ENTRY PERIOD: The “Get Healthy With Robeks Photo Contest/Sweepstakes” (the “Promotion” or “Contest/Sweepstakes”) begins Wednesday, October 1, 2014, at 12:00:01 AM Eastern Time (“ET”) and ends Friday October 31, 2014 at 11:59:59 PM. ET (the “Entry Period”). The computer clock of Sponsor’s web-master is the official timekeeping device of the Sweepstakes.

II. ELIGIBILITY: The Photo Contest/Sweepstakes is open to legal residents of the United States and District of Columbia (“D.C.”), who are eighteen (18) years of age at time of entry, or age of majority in their state of residence (which is eighteen (18) in most states but is nineteen (19) in Alabama, Delaware, and Nebraska and twenty-one (21) in Mississippi). Officers, directors and employees of Robeks Corporation (“Sponsor”), their parent companies, divisions, subsidiaries and affiliate companies/organizations, distributors, and their employees, web design, advertising, fulfillment, judging and sweepstakes agencies involved in the administration, development, fulfillment and execution of this Promotion (collectively, “Promotion Entities”), and members of the immediate families (defined for these purposes as including spouse, parents, grandparents, children, grandchildren, siblings, and each of their respective spouse) or households (whether related or not) of any of the above, are NOT eligible to enter or win. The Promotion is subject to all applicable federal, state, and local laws and regulations, and is void where prohibited by law. Winning a prize is contingent upon fulfilling all requirements set forth herein.

III. PHOTO CONTEST/SWEEPSTAKES DESCRIPTION: No purchase, no entry fee, or proof-of-purchase is necessary to participate. Using your camera/camera phone, take a photograph of any of Robeks’ juices and smoothies that communicates the theme “Get Healthy With Robeks”, and how you are making your lifestyle healthier with Robeks’ juices and smoothies. This is not a contest and you will not be competing with other participants. Winners will be randomly drawn from all eligible submissions.

IV. HOW TO ENTER: To participate in the Photo Contest/Sweepstakes, eligible individuals are requested to have Internet access and/or a Facebook, Instagram or Twitter non-private account. Facebook, Instagram and Twitter memberships are free. An eligible individual will be deemed a Participant (“Participant” or “you”) in the Photo Promotion if eligible and enters via any one (1) of the five (5) entry methods.

1.) Instagram Photo Submission Entry Method: To enter using your Instagram member account, follow the prompts at @Robeks and post your photo submission (“Photo Submission” or “Submission”) to your Instagram feed and tag your photo with #GetHealthyWithRobeks. A Participant’s Photo Submission will be automatically entered via the #GetHealthyWithRobeks hashtag and fed into Woobox, the software program that monitors the Promotion. The information you have provided will be entered into the potential winner random drawing list.

2.) Twitter Photo Submission Entry Method: Log into your Twitter account. (If you don’t have one already, you may create a Twitter account for free at [www.twitter.com](http://www.twitter.com).) You may access Twitter via your desktop computer or mobile phone. If using mobile phone for participation, see below for important disclaimers. Tweet your Photo Submission to the hashtag #GetHealthyWithRobeks from your Twitter account. Photo Submissions will automatically be entered via the hashtag and the Photo Submissions will be fed into Woobox, the program that monitors the Contest/Sweepstakes. Re-tweets of the original tweet will not result in an entry.

If you access Twitter or Instagram through SMS, you may be charged for each tweet or Instagram sent or received from your mobile device according to the terms and conditions of your Service Agreement with your wireless carrier. A Participant should contact their wireless service provider for information on rate plans and charges relating to your participation in this Promotion.

3.) Facebook Photo Submission Entry Method: Log in to your Facebook account and visit the #GetHealthyWithRobeks application on the Robeks Facebook page at [www.facebook.com/Robeks/](http://www.facebook.com/Robeks/). Follow the link to complete the required information: first and last name, phone number and email address. Upload one (1) Photo Submission with the #GetHealthyWithRobeks tag. The information you have provided will be entered into the potential winner random drawing list.

4.) Robeks Website Entry Method: Visit [www.robeks.com](http://www.robeks.com) (the "Website") and complete the entry form with the required information, including your name, address, telephone number, email address. Upload your Photo Submission with the #GetHealthyWithRobeks tag.

5.) Mail-in Entry Method: Legibly hand print the title of the Promotion, your full name, mailing address (no PO Boxes), city, state, zip code, phone day and evening numbers, email address and date of birth on a 3-1/2 " x 5 " postcard and mail it in a **first class stamped** envelope to: Get Healthy With Robeks Photo Promotion Box 336, c/o 90 Rockwood Pl, Rochester, NY 14610.

LIMIT: A Participant may enter only up to a limit of three (3) Submissions during the Entry Period, as long as each Photo Submission is original and submitted separately, regardless of method of entry. If a Participant submits more than three (3) Submissions, only the first three Submissions received from that Participant are allowed.

#### V. PHOTOGRAPH SUBMISSION SPECIFICATIONS:

Photographs must be in a high-resolution digital color format. All digital files must be 20 megabytes or smaller, must be in JPEG or JPG format, and must be at least 1,600 pixels wide (if a horizontal image) or 1,600 pixels tall (if a vertical image). Total file size must be less than 5 megabytes (MB)

VI. PHOTO SUBMISSION CONTENT REQUIREMENTS: A Photo Submission must feature one or more of Robeks juices and or smoothies; be tagged with the hashtag #GetHealthyWithRobeks; must be the original work of the Participant; and any and all persons in the photograph must be over the age of 18 and you must have their written consent to be included in the photograph. Submissions may not contain, as determined by the Sponsor, in its sole discretion, any content that: is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity; promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any particular political agenda or message; is obscene or offensive; endorses any form of hate or hate group; appears to duplicate any other submitted communication; defames, misrepresents or contains disparaging remarks about other people or companies; contains trademarks or logos owned by others, without permission (except Robeks' logos or brand reference); contains any personal identification, such as personal names, email addresses or street addresses; communicates messages inconsistent with the positive images and/or good will to which the Sponsor's wish to associate; and/or violates any laws. Entries not satisfying the above requirements, as determined by Sponsor in its sole discretion, will be disqualified.

IMPORTANT: Be sure to save a copy of your Submission in the original format after uploading it to the Web Site. If you are selected as a potential winner, you agree that you will provide Sponsor with your Submission in its original format in order for the Submission to be used in future advertising, PR or Promotions. The Sponsor assumes no responsibility for lost, late, misdirected or damaged entries, including submissions that may be delayed in transmission. No incomplete, illegible or otherwise invalid submissions will be accepted.

VII. ENTRY CONDITIONS: Multiple Participants are not permitted to share the Instagram, Twitter and or Facebook accounts ("Accounts"). Any attempt by any Participant to obtain more than the stated number of Submissions by using multiple/different Accounts, identities, registrations and logins, or any other methods will void that Participant's Photo Submissions and that Participant may be disqualified from the entire Promotion. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the Instagram, Facebook or Twitter Account used to register will be deemed to be the registrant. The "authorized Account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other

organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winner may be required to show proof of being the authorized Account holder. Typed, computer generated, or otherwise mechanically reproduced requests are NOT allowed and will not be accepted. By entering, you acknowledge compliance with, these Official Rules including all eligibility requirements, and the terms of use of the Website, as applicable. Sponsor reserves the right to disqualify any entry that it determines, in its sole discretion, has violated any provision of these Official Rules or the Website's terms of use at [www.robeks.com](http://www.robeks.com) (see Website Terms of Condition for complete terms), as applicable, and its decisions in this regard are final. Proof that you entered the Promotion online does not constitute evidence that the Sponsor actually received it by the appropriate deadline. Participants waive all rights and remedies at law or in equity for any claim they may have relating to this Promotion as a condition to receive any prize for which Participant may be eligible to win. Incomplete Submissions are void.

VIII. SPONSOR'S RIGHT TO SUBMISSION: By participating, you: (a) irrevocably grant Sponsor, its agents, licensees, and assigns the unconditional and perpetual (non-exclusive) right and permission to copyright, reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use of a Participant's Photo Submission as-is or as-edited (with or without using your name) in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from you or any other party; (b) forever waive any rights of copyrights, trademark rights, privacy rights, and any other legal or moral rights that may preclude Sponsor's use of a Participant's Submission, or require any further permission for Sponsor to use the photo; and (c) agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Sponsor on the grounds that any use of the Photo Submission, or any derivative works, infringes any of your rights as creator of the photo, including, without limitation, copyrights, trademark rights, and moral rights. Sponsor will own all rights to the winning Submission.

Certain Submissions may be featured from time to time on the Sponsor's Website or in advertising during the Entry Period, in Sponsor's sole discretion; being selected as such a featured Submission is unrelated to the winner selection process of this Promotion and does not indicate such Submission will win a prize.

IX. WINNERS DRAWING, NOTIFICATION AND ODDS: On or about November 17, 2014, one (1) potential Grand Prize Winner, one (1) First Prize Winner and one (1) Second Prize Winner (all identified as "Winner(s)") will be chosen by a random drawing of all eligible entries received during the applicable Promotion's Entry Period, by an independent Sweepstakes Administrator, whose decisions are final and binding on all matters relating to the drawings. The potential Winners will be notified by phone or e-mail on or about November 18, 2014. In the event that any potential Winner does not respond to such prize notification within three business days or fails to provide Sponsor all information necessary to receive the Prize, the entry will be void and the Participant will be disqualified and forfeit the Prize, and at Sponsor's sole discretion and time permitting, an alternate potential Winner shall be chosen from among all remaining eligible entries. If Sponsor determines, in its sole and absolute discretion, that any Participant has not complied with these Official Rules in any way, the Sponsor reserves the right to disqualify that Participant and void his/her Submission. The Promotion Entities are not responsible if a Participant's contact information is incorrect, or if disrupted, disconnected or malfunctioning email service prevents the potential winner from receiving notification about winning a prize. The decisions of Sponsor in respect to all aspects of the Promotion and these Official Rules are final, binding and not subject to challenge and/or appeal. The odds of winning vary monthly, depending on the number of entries.

#### X. PRIZE:

- One (1) Grand Prize Winner will receive a yearly membership to a fitness center or gym of choice (up to \$200/month value), one (1) \$250 Robeks Gift Card and one (1) Activity Tracking Bracelet at an Approximate Retail Value ("ARV") of \$99.99, with a \$49 Visa Card to cover cost of bracelet activation fee. Total ARV of Grand Prize is \$2,799.00.
- One (1) First Prize Winner will receive a one (1) \$150 Robeks Gift Card, one (1) Activity Tracking Bracelet ARV of \$99.99 with a \$49 Visa Gift Card to cover the cost of bracelet activation fee. Total ARV of First Prize is \$299.00.
- One (1) Second Prize Winner will receive one (1) \$100 Robeks Gift Card. Total of Second Prize \$100.00.

**Total Prize Pool is valued at \$3,198.00 USD**

XI. GENERAL PRIZE TERMS AND CONDITIONS: All Winners are required to comply with any and all applicable federal, state, province and local laws, rules and regulations. The Grand Prize Winner receiving a prize valued over \$600.00 will be required to sign the Affidavit of Eligibility and Liability/Publicity (collectively, the "Prize Acceptance Release"), and return it within three (3) days of notification or the prize may be forfeited and an alternate potential Winner selected, time-permitting, where legal. The Grand Prize Winner will be required to provide Sponsor with a valid social security number before a prize will be awarded for tax reporting purposes. An IRS Form 1099 will be issued in the name of the Grand Prize Winner. If a Winner is a minor, prize will be awarded in the name of or to his/her parent or legal guardian, and such person may be required to complete and return a Prize Acceptance Release within three (3) days of notification. Winners or parent who is submitting the Prize Acceptance Release may also be required to send a copy of their passport, driver's license or birth certificate as proof of age. If any potential Winner fails or refuses to sign and return such Prize Acceptance Release within the time period required by Sponsor or if the prize or prize notification is returned as rejected, faulty, unclaimed or returned as undeliverable to such potential Winner, such potential Winner may be disqualified and an alternate may be selected. If any potential Winner is found to be ineligible, or if he or she has not complied with these Official Rules, or if the potential Winner declines a prize for any reason prior to award, such potential Winner may be disqualified and an alternate potential Winner may be selected. A properly claimed prize will be awarded. The Sponsor and its agents are not in any way responsible or liable for damages resulting from shipping and handling, loss, use or misuse of any prize awarded in this Promotion.

XII. OPT-IN: By participating, you consent for the Sponsor to obtain, use, and transfer your name, address and other information for the purpose of administering this Promotion. You are authorizing the Sponsor to send you emails as entered on entry form, about its products and services. You may opt out of receiving future e-mails from Sponsor by clicking on the link contained in any e-mail. You will remain eligible for this Promotion whether or not you opt out of receiving promotional e-mails from Sponsor.

XIII. LIMITATIONS OF LIABILITY: If for any reason this Promotion is not capable of running as planned for any reason, including, without limitation, due to infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm, or other natural cataclysm, riot, strike, civil commotion, government regulation, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion (or any part thereof), the Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to terminate, modify or suspend the Promotion, in whole or in part, at any time, without notice and award the prize(s) using all non-suspect eligible entries received as of or after (if applicable) this termination or suspension date. Promotion Entities assume no responsibility for any incomplete, incorrect, or inaccurate information, whether caused by Website users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error. Promotion Entities assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Promotion Entities are not responsible for any problems or technical malfunction of any telephone network or telephone lines, satellite network, computer on-line systems, servers, or providers, computer equipment, software, failure of any entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet, or any combination thereof, including any injury or damage to participant's or any other person's computer (or any information/material stored therein) relating to or resulting from participation in this Sweepstakes or downloading any materials in this Promotion. Any person who supplies false information, obtains entries by fraudulent means or is otherwise determined to be in violation of these Official Rules in an attempt to obtain any prize will forfeit any prize won and may be prosecuted to the full extent of the law. CAUTION: ANY ATTEMPT TO DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST/SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND 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

XIV. RELEASES: All Participants, as a condition of participation in these Promotions, agree to indemnify, release and hold harmless Promotion Entities from and all liability, claims, damages, injuries or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with: (a) participating in any aspect of the Promotions; or (b) the receipt, ownership, possession, use or misuse of any prize awarded. Winner's compliance with these Official Rules, or Winner's participation in prize related activities, constitutes Winner's agreement that the Promotion Entities may use Winner's name, voice, likeness and/or biographical data for advertising and promotional purposes in any and all media worldwide without limitation or additional compensation.

XV. GOVERNING LAW/DISPUTE RESOLUTION: Except where prohibited, each Participant agrees that this Promotion shall be governed by and construed in accordance with, the laws of the state of California without giving effect to its or any other state's choice of law or conflict of law statutes, regulations or rules. Participants agree that any and all disputes, claims, causes of action, or controversies ("Claims") arising out of or in connection with the Promotions shall be resolved, upon the election by either the Participant or Sponsor, by arbitration and conducted by telephone, online and/or be solely based on written submissions without any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties, pursuant to this provision and the code of procedures of either the National Arbitration Forum ("NAF") or the American Arbitration Association ("AAA"), as selected by the Participant. IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, NEITHER SPONSOR NOR PARTICIPANT WILL HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED, OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT PARTICIPANT WOULD HAVE IF PARTICIPANT WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. Unless both the Participant and Sponsor agree otherwise, the arbitrator may not consolidate more than one person's Claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator's authority to resolve Claims is limited to Claims between Sponsor and the Participant alone, and the arbitrator's authority to make awards is limited to awards to Sponsor and the Participant alone. Furthermore, claims brought by either party against the other may not be joined or consolidated in arbitration with Claims brought by or against any third party, unless agreed to in writing by all parties. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

XVI. WINNERS' LIST: For the names of the winners send a self-addressed, stamped legal size envelope after December 18, 2014 and no later than December 19, 2014 to: Compliance/" Get Healthy With Robeks Photo Contest/Sweepstakes", PO Box 468, Stonington, CT 06378 or visit [www.Robeks.com](http://www.Robeks.com) between the above referenced dates.

XVII. SPONSOR: Robeks Corporation, 5220 Pacific Concourse Drive Suite 395, Los Angeles, CA 90045

XVIII. ADMINISTRATOR: Compliance Sweepstakes Services LLC, 106 Elm St., Stonington, CT 06378 (the "Sweepstakes Administrator").

XIX. MISCELLANEOUS: Facebook Inc, Twitter Inc., and Instagram, Inc. are not a sponsor of this Promotion and have not authorized or otherwise sanctioned or agreed to this Promotion and/or the use of Twitter, Facebook or Instagram's name and/or service for the purposes set forth herein. Names of prize suppliers are used for purposes of prize description only and such use is not intended to suggest or imply the prize supplier's sponsorship, endorsement, or the approval of this Promotion. The names of individuals, groups, companies, products and services mentioned herein, and any corresponding likenesses, logos and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group or company, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such individual, group or company or the manufacturer or distributor of such product or

service and, except as otherwise indicated no association or endorsement is intended or should be inferred. The invalidity or unenforceability of any provision of these Official Rules or the Prize Acceptance Release will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Prize Acceptance Release is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. For Participant, to the extent there is a conflict between Official Rules appearing any other location and any terms of use or other agreements posted on the Sponsor's Web Site, these are the Official Rules to be abided by.