

## **Gatorade® Sports Shop Loyalty Program**

### **TERMS AND CONDITIONS**

The Gatorade® Sports Shop Loyalty Program ("Program") is offered at the sole discretion of The Gatorade Company, 555 W Monroe St, Chicago, IL 60661 ("Sponsor"). Program rules, terms, conditions, benefits or rewards may be modified at any time by Sponsor, with or without notice. Such changes may or may not affect previously earned points and rewards.

1. **PROGRAM PERIOD:** The Program period begins on February 20, 2017 at 12:00:01 p.m. (Noon) Eastern Time ("ET") and ends on December 17, 2017 at 11:59:59 p.m. ET. Sponsor may terminate this Program at any time.
2. **ELIGIBILITY:** The Program is open only to legal residents of the United States residing in one of the fifty (50) United States or the District of Columbia who are eighteen (18) years of age (19 in AL and NE and 21 in Mississippi) or older at the time of participation. Employees of Sponsor, PrizeLogic LLC ("Administrator"), Dollar General Corporation, PepsiCo, Rewards suppliers, each of their respective parent, subsidiary and affiliated companies, distributors, advertising agencies, persons engaged in the development, production or distribution of materials for this Program (collectively, the "Program Parties"), the NFL Entities (defined as the National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC, the MLB Entities, Fanatics, Inc., the NBA Entities (defined as the National Basketball Association and its member teams, and NBA Properties, Inc.) and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees) and the immediate family members (parent, child, sibling, and spouse of each) or persons living in the same household as such individuals (whether related or not) are not eligible to participate in the Program. No groups, clubs, newsletters or organizations may participate or redeem points in this Program. The "MLB Entities" shall mean the Office of the Commissioner of Baseball ("BOC"), its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P., Major League Baseball Properties, Inc., BAMTech, LLC, The MLB Network, LLC, the Major League Baseball Clubs ("Clubs"), each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC, and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities.
3. **HOW TO PARTICIPATE AND EARN POINTS:** To participate in the Program, you must have an account with the Gatorade Sports Shop (an "Account"). There is no cost to create an Account. To create an Account, during the Program Period visit [www.gatoradesportsshop.com](http://www.gatoradesportsshop.com) ("Website"), follow the on-screen instructions, register for the Program and create an account, which includes providing your email address, password, along with a complete, valid first and last name, mailing address (P.O. Boxes are not permitted), city, state, ZIP Code, phone number, birthdate to confirm that you are at least 18 years of age or older (19 in AL and NE and 21 in Mississippi) and have read and agree to these Terms and Conditions ("Account"). Every participant will be required to register for the Program to create an Account. After registering, during the Program Period, a participant can start earning points by:

- i. Making a qualifying purchase of select Gatorade products at Dollar General® retail stores, while supplies last (“Qualifying Purchase”). For information on Qualifying Purchase products and points, visit [www.gatoradesportsshop.com](http://www.gatoradesportsshop.com) and click on the “Products & Points” tab.
- ii. Follow the instructions on [www.gatoradesportsshop.com](http://www.gatoradesportsshop.com) to submit the code printed on the Qualifying Purchase original register receipt. The code can be found at the bottom of the Qualifying Purchase receipt and must be submitted by December 24, 2017 at 11:59:59 p.m. ET.

It may take 48 hours or more for the Point(s) to show in your Account. Points can be used to redeem Rewards (see Rule 5 below for details). Points have no cash value. Points may not be sold, traded, bartered, auctioned (including through Internet auction sites), transferred, given away or obtained through any source other than from one of the methods mentioned above. Points are null and void and will be rejected if not obtained through authorized, legitimate channels. The "Account History" section of the Website is designed to record all transactions within your Account and Points used to collect Rewards. When logged onto your Account you can check your Account History for Point balances and details. Neither Sponsor nor any of the Program Parties assumes any liability for discrepancies, delays, omissions, inconsistencies or errors in the number of Qualifying Purchases, number of Qualifying Purchase items on a Qualifying Purchase receipt, or the number of Points acquired as a result thereof as reported on the Website. The decisions of Administrator and Sponsor with respect to the Program, including without limitation, Qualifying Purchases, Account balances and Point transactions are final and binding and non-appealable in all respects. A Qualifying Purchase receipt that contains a purchase date outside of the Program Period, an invalid code, or that is inaccurate or contains illegible or incomplete information, regardless of the reason therefore, will be rejected and not be honored.

Limit one (1) Account per person. Each Point can only be used once. If a person creates multiple Accounts or attempts to participate in the Program using multiple identities, then Sponsor, in its sole discretion, may void any such Accounts. A day is defined as starting at 12:00 a.m. ET and ending at 11:59:59 p.m. ET on a calendar day during the Program Period.

Prior to submitting a Qualifying Purchase original register receipt on the Website, it is strongly recommended that you maintain the original register receipt or a photocopy for yourself of all materials submitted. **YOU SHOULD NOT CONTACT DOLLAR GENERAL OR SHOW OR GIVE YOUR RECEIPT TO ANY DOLLAR GENERAL STORE EMPLOYEE FOR PURPOSES OF PARTICIPATING IN THIS PROGRAM. PARTICIPATION IN THE PROGRAM IS AVAILABLE ONLY THROUGH [www.gatoradesportsshop.com](http://www.gatoradesportsshop.com).**

4. **POTENTIAL FUTURE PROMOTIONS AND TO EARN BONUS POINTS:** From time to time, Sponsor reserves the right but not the obligation to allow participants to use their Points to enter other promotions. Details and Official Rules for other promotions will be posted on the Website or the website specific to the other promotions. Sponsor also reserves the right, but not the obligation, at its sole discretion, to distribute Points to Program participants at various times throughout the Program Period through additional means which will be posted on the Website.
5. **REDEEM POINTS ONLINE FOR REWARDS.** During the Program Period through December 31, 2017 at 11:59:59 pm ET, available Points in your Account can be redeemed

online for merchandise, gift cards and various items (collectively, "Reward(s)"). A list of the Rewards and the points required to redeem can be found by clicking on "GATORADE SPORTS SHOP" in the navigation bar on the website. Rewards will be available in limited numbers and are subject to availability. For a list of points associated with each Gatorade product, click on "PARTICIPATING PRODUCTS" in the navigation bar on the website. You cannot redeem Points for Rewards unless you have accumulated the required corresponding number of Points in your Account. The number of Points required to redeem a Reward may change from time to time in the Sponsor's sole discretion without notice. To redeem Points for a Reward, log on to the Website, select the Reward you wish to order, and click the "Get it Now" button to access the confirmation and continue to purchase pages. Information about each Reward will be provided on the "Confirmation" page. Rewards may be subject to additional terms and conditions as set forth when claiming the respective Reward. Except where required by law, Rewards cannot be redeemed for cash or cash equivalent, returned, reproduced, modified, sold, traded, refunded or replaced if lost or stolen. All Rewards are subject to terms and conditions set forth on the Website and herein. Once your order has been submitted, the required number of Points for the selected item will be automatically deducted from your Account. Points, once used, cannot be refunded, transferred or re-used. Rewards obtained through this Program are not returnable, refundable, transferable or exchangeable. No substitutions of any kind (unless at Sponsor's sole discretion) are offered or permitted with respect to any Reward. Points must be redeemed on or before December 31, 2017 at 11:59:59 p.m. ET. If you choose to redeem your points for a Reward that includes a trip you will be required to complete an affidavit of eligibility and may also be required to submit to a confidential background check. This is to help ensure that you will not pose a safety threat or, in the Sponsor's sole discretion, bring the Sponsor or MLB Entities into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Sponsor or MLB Entities. Sponsor reserves the right to disqualify you based on the results of the background check. If requested, you and your guest agree to sign waiver forms authorizing the release of personal and background information.

6. SHIPMENT OF REWARDS. Rewards will only be delivered to the mailing address you provided when registering your Account, subject to verification of eligibility and compliance with these Terms and Conditions. You cannot change your email address after creating your Account. Allow at least 8-12 weeks after verification of your Reward order for delivery. Each Reward ordered will be delivered separately. No responsibility is assumed by Sponsor, Fanatics, Inc. or the MLB Entities for any emails or deliveries returned as undeliverable. No responsibility is assumed by Sponsor, the MLB Entities or Fanatics, Inc. for a Reward after it has been sent to you.
7. REWARDS AVAILABILITY. All Rewards available on the Website are subject to change by the Sponsor in its sole discretion without notice. Rewards will be redeemed on a "first come, first serve" basis in relation to when participants electronically complete transactions in their Accounts. Once supplies of a Reward offered are exhausted, the Reward will expire and will be designated on the Website as sold out and/or will be deleted from the Website and will no longer be available for redemption in the Program. Sponsor reserves the right, at its sole discretion (without obligation) to substitute merchandise of greater or equal value in the event supplies of any one (1) item exhaust. No exchanges, returns or refunds on Rewards are permitted for any reason. Sponsor does not guarantee the availability of any Reward for any period during the Program. Sponsor may, in its discretion, add new merchandise items for redemption during the Program Period.

8. ACCOUNT VERIFICATION: All Accounts, Qualifying Purchases, and/or Points are subject to verification at the sole discretion of Sponsor. Anti-fraud detection devices may be used for verification purposes. No Rewards redemption will be valid if such Rewards redemption is associated with any Point deemed void for any reason, including without limitation, the following: (a) the Point is not verified or recognized as being validly issued by Sponsor in the Program; (b) the Point is determined to have been previously entered and used. Sponsor may change its policy or set limitations and restrictions on replacements at any time and without any form of notice. Except as expressly stated above, Sponsor, each of the Program Parties or the MLB Entities, shall not have any liability or obligation to the holder of a void game piece or to any third party, with respect to any void Point(s).
  
9. LIMITATIONS OF LIABILITY: No responsibility or liability is assumed by Program Parties, The MLB Entities, Fanatics, Inc. or any of their respective affiliates, officers, directors, members, agents, or employees, the NBA Entities or the NFL Entities ("Releasees") for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Website hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email transmissions to be sent or received; lost, late, delayed or intercepted email messaging transmissions, including but not limited to, Reward delivery emails; inaccessibility of the Website in whole or in part for any reason; traffic congestion on the Internet or Website; unauthorized human or non-human intervention of the operation of the Program, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Program, or loss, miscount, misdirection, inaccessibility or unavailability of an Account used in connection with the Program. Releasees are not responsible for any typographical or printing errors in these Terms and Conditions, or any inaccurate or incorrect data contained on the Website, including without limitation, the number of Points in an Account or the number of any Reward available, or any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment or mobile phone equipment resulting from online participation in the Program, or use of or download of any information from the Website. Use of the Website is at user's own risk. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE AND THE REWARDS ARE PROVIDED "AS IS" WITHOUT ANY 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. This Program is governed by the laws of the United States and the State of New York, without respect to conflict of law doctrines. As a condition of participating in this Program, you agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this Program, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New York City, New York having jurisdiction. Further, in any such dispute, under no circumstances will participants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (e.g. costs associated with entering), and participants further waive all rights to have damages multiplied or increased.
  
10. MODIFICATION: If for any reason Sponsor determines in its sole discretion that the Program is no longer capable of running as intended by these Terms and Conditions for any reason whatsoever, Sponsor, at its sole discretion, reserves the right to cancel, terminate,

suspend, postpone, delay or modify the Program in whole or in part, including without limitation, any means of entry or redemption, at any time, including but not limited to, any occurrences described in Rule 3 above, or any other causes which may corrupt or impair the integrity, security, fairness or proper conduct of the Program. Sponsor may modify and amend these Terms and Conditions as they appear online from time to time during the Program for clarification purposes without materially affecting the terms and conditions of the Program.

11. **CONDUCT:** By participating in this Program, participants agree to be bound by these Terms and Conditions and the decisions of the Sponsor and Administrator which shall be final and binding in all respects. Participants further agree to be bound by the Terms of Service and the Privacy Policy both of which govern activities on the Website. Participants further agree to be bound by the Terms of Service and the Privacy Policy, which can be found here: <http://www.gatorade.com/privacy-policy>. Failure to comply with these Terms and Conditions may result in disqualification. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the operation of the Program, Website or any website, or to be acting in any manner deemed by Sponsor to be in violation of the Terms and Conditions; or to be acting in any manner deemed by Sponsor to be disruptive, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY PERSON RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.
12. **ACCOUNT HOLDER IDENTITY:** Each valid Account will be associated with Points in the name of the Account holder used at the time the Points were earned. In the event of a dispute regarding the identity of a participant, the Points earned will be declared made by the authorized Account holder (based upon information submitted at the time the Account was created upon registration for this Program) and the participant may be required to provide identification sufficient to show that he/she is the authorized account holder of such email address. "Authorized account holder" is defined as the natural person assigned an email address by an Internet access provider, online service provider, or other organization (i.e., business, education institution) responsible for assigning email addresses for the domain associated with the submitted email address. It is the sole responsibility of the entrant to notify the Sponsor in writing if the entrant changes his or her email or postal address during the Program Period.
13. **RELEASES:** All participants, as a condition of participation in this Program, agree to release the Releasees (as defined in Rule 9) from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with accessing the Program or any website, submitting an entry or otherwise participating in any aspect of the Program, the receipt, ownership or use of any Rewards received, or any typographical or other error in these Terms and Conditions or the announcement of offering of any prize. Sponsor makes no representations or warranties of any kind concerning the appearance, safety or performance of any Rewards, except for any express manufacturer's warranty as may be included with the Rewards. Participant bears all risk of loss or damage to Rewards after it has been delivered.

14. **SPONSOR:** The Gatorade Company, 555 W. Monroe St., Chicago, IL, USA, 60661. The Gatorade Company is the sole Sponsor of this Program. None of the other Program Parties is a sponsor of the Program and no such other Program Party will have any liability or responsibility for any claims arising in connection with participation in this Program or the Rewards redeemed.

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The Program is in no way sponsored, administered, produced or executed by an MLB Entity.

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**Right of Publicity Release:**

Participants agree that the NBA Entities and their designees and assigns may use the participant's name, voice, city/state of residence, photos, video or film clips, and/or other visual likeness for advertising and/or trade purposes and/or for any other purpose in any media or format now or hereafter known without further compensation (financial or otherwise), permission or notification.