

“KELLEY O’HARA CAMPAIGN” OFFICIAL RULES

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

DATES: The “Kelley O’Hara Campaign” (the “Sweepstakes”) begins at 12:00 a.m. Eastern Standard Time (“EST”) on December 3, 2019 and ends at 11:59 p.m. EST on December 9, 2019 (“Sweepstakes Period”). For purposes of these Official Rules, all times are given in EST. Instagram’s date and time stamp will be the “official computer” and official time keeping device for this Sweepstakes.

ELIGIBILITY: The Sweepstakes is open to permanent legal US residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older (or the age of majority in their respective jurisdiction of residence) at the time of entry (the “Entrant”). Employees and their immediate family members (parents, children, siblings or spouse, regardless of where they live, or persons living in the same household, whether related or not) of Beast Brands, Inc. (the “Sponsor”), Instagram and each of their respective parent companies, divisions, affiliates, subsidiaries, distributors, advertising and agencies, and any others engaged in the development, production, execution or distribution of this Sweepstakes, including but not limited to an independent administrator, if applicable (the “Independent Administrator”) (all of the aforementioned collectively referred to as the “Sweepstakes Entities”), are not eligible to participate. The Sweepstakes is subject to all federal, state, and local laws and regulations and is void outside of the fifty (50) United States, District of Columbia, and wherever else restricted or prohibited by law. By entering this Sweepstakes, Entrants indicate their full and unconditional agreement to, and acceptance of, these Official Rules and the decisions of the Sponsor and/or Independent Administrator, which are final and binding in all respects. Winning the Prize and Grand Prize, if applicable (defined in the “PRIZE” section below) is contingent upon fulfilling all requirements set forth herein.

HOW TO ENTER: There are two (2) ways to receive entries into the Sweepstakes; (a) the initial entry (“Initial Entry”); and (b) the bonus entry (“Bonus Entry”). All Entrants must first obtain an Initial Entry into the Promotion prior to receiving Bonus Entries.

- A. **Initial Entry:** In order to enter the Sweepstakes, Entrant must be a registered Instagram™ user. To become a registered user, visit www.instagram.com and follow the instructions prior to entering this Sweepstakes. To enter, visit [@kelleyohara](https://www.instagram.com/kelleyohara) on Instagram and locate the Sweepstakes post which will be posted on December 3, 2019 (the “Post”). Then, complete the following steps to receive one (1) initial entry into the Sweepstakes:
1. Follow the Instagram account [@tamethebeast](https://www.instagram.com/tamethebeast).
 2. “Like” the Post on [@kelleyohara](https://www.instagram.com/kelleyohara) AND comment with your response to the question: “Why are you (or someone you love) a Beast?” (You must get your loved one’s permission prior to including them in your comment.)

There will only be one (1) eligible Post made by Sponsor in which the Entrant must complete the steps above to receive one (1) initial entry. Entrant’s Instagram profile setting must be “public” in order to be viewable by the Sponsor. If the Entrant’s account is not set to “public”, the Sponsor

may not view the entry and the Entrant may not be eligible to win. Entrant may not use multiple Instagram accounts to enter.

- B. **Bonus Entry:** In order to obtain the Bonus Entry, Entrant must first complete the steps above for the Initial Entry. To obtain a Bonus Entry, Entrant must visit www.getbeast.com/blog and follow the link to the bonus entry page (“Bonus Entry Page”). Once at the Bonus Entry Page, Entrant must complete and submit his/her first name and email address. Upon clicking the “Submit” button, Entrant will receive one (1) Bonus Entry into the Sweepstakes.

There is a limit of two (2) entries for the entire Sweepstakes, equivalent to one (1) Initial Entry (required) and one (1) Bonus Entry (if desired). In the event of a dispute regarding the identity of the person who submitted an entry, the entry will be deemed submitted by the Authorized Account Holder (defined below) of the e-mail address connected with the Instagram account from which the entry was sent. “Authorized Account Holder” is defined as the natural person who is assigned to an e-mail address by the Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. An Entrant may be requested to provide Sponsor with proof that the Entrant is the Authorized Account Holder of the email address associated with the entry. Any attempt by any Entrant to enter this Sweepstakes using multiple/different accounts or any other methods may void the Entrant’s entry and may result in disqualification, at the sole discretion of Sponsor. Use of any automated system to participate in the Sweepstakes is prohibited and may result in disqualification. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram. You understand that you are supplying your information to the Sponsor and not to Instagram.

ADDITIONAL CONDITIONS: Entrant’s entry cannot infringe on the intellectual property, privacy, or publicity rights or any other legal or moral rights of any third party. Post Comment must be in English and must NOT include the brand name or the trademark of any other, except for Sponsor. Entries must not include any child under the age of 18. Entries not meeting the requirements as set forth in these Official Rules or entries that contain prohibited, inappropriate, or irrelevant content, as determined by Sponsor and/or Independent Administrator in their sole discretion, will not be eligible and will be disqualified. Any entry suspected by Sponsor and/or Independent Administrator of violating the proprietary rights of any third party (including but not limited to intellectual property rights and rights of privacy/publicity), or any local, state or federal law(s) will be disqualified, at Sponsor’s sole discretion.

The Sweepstakes Entities are not responsible for any entry that is lost, late, misdirected or undeliverable, whether due to system errors, omissions, interruptions, deletions, defects, delays in operation or transmissions or any other reason, theft or destruction or failures, faulty transmissions or other telecommunication malfunctions, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, technical malfunctions, or otherwise.

By participating, Entrant agrees that their entry may be shared on social media sites or other websites by the Sponsor. By submitting an entry, Entrant grants Sponsor and its affiliated companies worldwide, non-exclusive, perpetual, irrevocable, royalty-free, unconditional, and fully paid-up rights to publicly perform, display, broadcast, or transmit the entry, in whole or in part, for promotion and marketing purposes worldwide in any and all forms of media, whether now known or hereafter devised, and to distribute (directly or indirectly through multiple tiers) the entry to Sponsor's affiliates, its marketing agencies, and to third parties for these purposes. Without limiting the foregoing, each Entrant consents to have the Entrant's entry made available for public viewing and/or comment on the Internet.

Each Entrant further agrees and warrants that he/she shall not submit any entry that is known by the Entrant (a) to be false, inaccurate, or misleading; (b) that infringes on any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (c) that violates any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising); and (d) that is or may reasonably be considered defamatory, libelous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing to any individual, partnership, or corporation.

Without limitation, Sponsor reserves the right in its sole discretion to disqualify any Entrant whose Instagram account that, in its sole opinion, refers, depicts or in any way reflects negatively upon the Sponsor, the Sweepstakes or any other person or entity, does not comply with these Official Rules, or if Sponsor receives notification about any potential infringements or breaches of law or any other reason set forth herein.

NON-QUALIFYING ENTRIES: Entries (a) containing general obscene, lewd, crude, vulgar, profane, defamatory or inappropriate text, including acts of violence or acts that appear to cause harm, and/or (b) containing other offensive content and/or any content expressing explicit, graphic or excessive indecent content that is or could be considered inappropriate, unsuitable, or offensive, and/or (c) containing and displaying third-party brands prominently and intentionally, or any materials that violate or infringe (or may infringe) any copyright (including, without limitation, music or artistic work), trademark, logo, or other mark that identifies a brand, entity or other proprietary right of any person living or deceased, including but not limited to rights of privacy or publicity or portrayal in a false light, and/or (d) otherwise violate these Official Rules, as determined by Sponsor, in its sole discretion, shall be disqualified from the Sweepstakes. Sponsor reserves the right to disqualify an entry with offensive content or material that it feels is inappropriate in any way. Late entries or entries sent via any other method than those stated above will not be accepted.

PRIZE: On or about December 15, 2019, forty-nine (49) winners and one (1) grand prize winner (all a "Winner" and the grand prize winner also referred to herein separately as the "Grand Prize Winner") will be selected from among all eligible entries received during the Sweepstakes Period. The random drawing will be conducted by the Independent Administrator whose decisions are based upon his/her sole discretion and interpretation of these Official Rules and are final and binding in all respects. Odds of being selected as a Winner or Grand Prize Winner are dependent upon the total number of entries received during the Sweepstakes Period.

GRAND PRIZE: Up to forty nine (49) winners will receive a Beast Bottle Set and an Everyone Wash (the “Prize”). One (1) Grand Prize Winner will receive the Prize as well as a jersey autographed by Kelley O’hara (“Grand Prize”). Approximate Retail Value (“ARV”) of each Prize is \$54. ARV of the Grand Prize is \$500. The total ARV of all Prizes to be awarded is \$3,200. (Prize and Grand Prize winners shall hereinafter be collectively be referred to as “Prize Winners”.) There is a limit of fifty (50) prizes to be awarded for the entire Sweepstakes. No transfer or substitution of the Prize or Grand Prize is permitted, except at Sponsor’s sole discretion or as otherwise provided herein. Each Prize Winner is solely responsible for all federal, state and local taxes. No more than the one (1) Grand Prize and no more than forty nine (49) Prizes set forth in these Official Rules will be awarded. All prizes will be awarded if possible.

NOTIFICATION/GRAND PRIZE CLAIM: Each potential Prize Winner will be notified by the Sponsor by direct message via the potential Prize Winner’s Instagram account on or about December 15, 2019 (the “Notification”). The Notification will request that the potential Prize Winner respond with the following information: first name, last name, street address, city, state, zip code, phone number, birthdate and email address (the “Required Information”) within three (3) business days of receipt of the Notification. It is highly recommended that Entrants confirm their account settings are set to “public”. Upon receipt of the Required Information, the potential Prize Winner may then be contacted by the Independent Administrator via email to complete, except where prohibited, an Affidavit of Eligibility/Liability/Publicity Release and an IRS W-9 Form (the “Winner Documents”) in order to claim the Prize. Potential Prize Winner Documents must be completed and returned by the date and time indicated in the email.

Video Requirement: In addition to the requirements set forth above, potential Grand Prize Winner may be required, except where prohibited, to record a video of accepting the Grand Prize and deliver it to Sponsor in order for Sponsor’s review and approval and subsequent posting on Sponsor’s social media. Such videos shall be subject to the Sweepstakes entry content restrictions set forth herein. Grand Prize Winner hereby grants Sponsor a perpetual, royalty-free and worldwide license to all intellectual property rights in the Grand Prize Winner video. Potential Grand Prize Winner must not post, share, or otherwise distribute the video in any way without Sponsor’s prior approval. In the event the potential Grand Prize Winner does not fulfill this requirement or the potential Grand Prize Winner’s video violates these official rules as determined by Sponsor in its sole discretion, he/she will be disqualified and an alternate potential Grand Prize Winner will be selected from the remaining non-winning eligible entries received during the Sweepstakes Period. In the event that: (a) the potential Grand Prize Winner fails to respond to the Notification; (b) the potential Grand Prize Winner fails to respond due to deactivation of the potential Grand Prize Winner’s Instagram account prior to receipt of the Notification; (c) potential Grand Prize Winner fails to supply all the Required Information or the Winner Documents; (e) any Notification is returned as undeliverable; and/or (f) it is determined by the Sponsor, in their sole discretion, that the potential Grand Prize Winner is not eligible in accordance with these Official Rules, such potential Grand Prize Winner will be disqualified and an alternate potential Grand Prize Winner will be selected from the remaining non-winning eligible entries received during the Sweepstakes Period.

The value associated with each Prize is taxable as income and each Prize Winner is solely responsible for any taxes, including, but not limited to, all applicable federal, state and local taxes that become due with respect to the value of the Prize. The Sponsor, or a third party acting on its behalf, may be required to report the value of the Prize to the Internal Revenue Service in the year the Prize is received by each Prize Winner; and, in such case, the value of the Grand Prize will be reported to the Prize Winner and the Internal Revenue Service in the form of a Form 1099 and/or other applicable tax forms.

GENERAL RULES OF PARTICIPATION: The Official Rules posted on the Bonus Entry Page will prevail. By participating in this Sweepstakes, Entrants and Prize Winner [a] release each and all of the Sweepstakes Entities, from any and all liability, damages or causes of action (however named or described) with respect to or arising out of participation in the Sweepstakes, and/or the receipt or use/misuse of the Prize awarded, including, without limitation, liability for personal injury, death or property damage; and [b] agree to be bound by these Official Rules and the decisions of the Sponsor/Independent Administrator, which are final in all respects and not subject to appeal. Sponsor reserves the right permanently to disqualify from this Sweepstakes any Entrant or Prize Winner it believes has violated these Official Rules. Sponsor may prohibit an Entrant from participating in the Sweepstakes or winning the Prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other Entrants, Sponsor, or Sweepstakes Entities. If for any reason this Sweepstakes is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and selected a Prize Winner based on the entries received up to the cancellation, modification, termination, or suspension date. Notification of such action will be provided on the Post. To the fullest extent permitted by law, Entrants covenant not to sue any Sweepstakes Entity or cause them to be sued regarding any matter released above; and further covenant not to disaffirm, limit or rescind any releases. A waiver by one or more of the Sweepstakes Entities of any term in these Official Rules does not constitute a waiver of any other provision. **CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THESE PROVISIONS.**

NO LIABILITY/RELEASES: By participating, Entrants and each Prize Winner agree to release, discharge, indemnify and hold harmless the Sponsor, Instagram, and the Sweepstakes Entities, and each of their respective officers, directors, employees, representatives and agents from and against any claims made by each Prize Winner, Entrants, or any other third parties, related in any way to the operation of this Sweepstakes as well as any other claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in

whole or in part, directly or indirectly, from receipt, acceptance, possession, misuse or use of the Grand Prize; participation in any Sweepstakes-related activity; or participation in this Sweepstakes. By entering, entrants grant Sponsor the irrevocable right and permission to use, separately or together, their name, voice, statements, photograph, likeness, recorded performance and/or biographical information, in whole or in part, on the internet and in all media now known or hereinafter developed, in perpetuity throughout the world, for all purposes, including, without limitation, the purposes described in these Official Rules and for general promotional and advertising purposes, without further permission or compensation, without restriction as to alteration, without notice to entrant, and without entrant's consent, review, or approval, where permitted by law. By entering, entrants grant a perpetual, royalty-free and worldwide license to Sponsor of all intellectual property rights in their entries. Acceptance of prize offered constitutes permission from winners for the use by the Sponsor of winner's name, voice, recorded performance, biographical information and/or likeness for purposes of advertising and promotion without further compensation in all media now known or hereafter discovered worldwide and on the World Wide Web without notice or review or approval, where permitted by law. Entrants agree that the rights granted to Sponsor in these Official Rules are without compensation or attribution of any kind.

DISPUTES: Entrants agree that any and all disputes, claims, and causes of action arising out of, or connected with, the Sweepstakes or the Grand Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Tennessee. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, an Entrant's rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of Tennessee, without giving effect to any choice of law or conflict of law rules (whether of Tennessee or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Tennessee.

PRIVACY: Except as otherwise specifically provided herein, the collection of personal information provided in connection with this Sweepstakes will be used only for the notification and fulfillment in the event Entrant is a potential Prize Winner.

WINNER'S LIST REQUEST: For the name of the Prize Winners or a copy of these Official Rules, please submit a self-addressed, stamped envelope by December 31, 2019 to "Kelley O'Hara Campaign", Beast Brands, Inc., 3049 Chouteau Avenue, St. Louis, MO 63103. A copy of these Official Rules may be obtained on the Bonus Entry Page during the Sweepstakes Period.

SPONSOR: Beast Brands, Inc., www.getbeast.com/pages/contact. This Sweepstakes shall not be published without permission of the Sponsor. Instagram™ is a trademark of Instagram.