

Nature's Intent "Organic ACV Challenge" Money Back Guarantee – Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING OR PARTICIPATING IN THE NATURE'S INTENT "ORGANIC ACV CHALLENGE" MONEY BACK GUARANTEE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ALL TERMS INCORPORATED BY REFERENCE.

1. Mizkan America, Inc. is the sponsor ("**Sponsor**") of the Nature's Intent "Organic ACV Challenge"

Money Back Guarantee (the "**Offer**").

2. To be eligible to participate in the Offer, you must: (i) purchase one (1) Nature's Intent Organic Apple Cider Vinegar (16 ounce or 32 ounce) glass bottle ("**Product**") from a participating retailer, beginning May 1, 2018 at 12:01 a.m. Eastern Time through February 28, 2019 at 11:59 p.m. Eastern Time ("**Offer Period**"); (ii) be a legal resident of the 50 United States or Washington D.C. (the "**Eligibility Area**"); and (iii) be 18 years of age or older. Employees of Mizkan America, Inc. (the "**Sponsor**"), their respective parents, subsidiaries, divisions, affiliates, suppliers, distributors, licensees, and advertising, promotional and judging agencies, including Don Jagoda Associates, Inc. (the "**Administrator**") and their immediate family members (spouses, parents, children, and siblings and their spouses) and household members of each (whether related or not) are not eligible to participate in the Offer. This Offer is void outside of the Eligibility Area, and where taxes, prohibited, or restricted by law. All federal, state, and local laws and regulations apply. Federal, state and local taxes, if any, are the sole responsibility of participant.

3. If you do not love your Product, you must do the following to participate in the Offer:

- a. Send the original itemized, store-identified, dated cash register receipt (dated during the Offer Period) with the purchase price and Product circled (the "**Receipt**") and the Nature's Intent "Organic ACV Challenge" Money Back Guarantee Claim Form (the "**Claim Form**") to the address below. The Claim Form may be obtained directly from naaturesintentvinegars.com (the "**Website**") available on or after May 1, 2018.
- b. Send your Nature's Intent "Organic ACV Challenge" Money Back Guarantee refund submission (the "**Refund Submission**") with the completed Claim Form obtained online at the Website, including your valid name, U.S. street address, city, state, ZIP, date of birth, store name and location, purchase price, and reason for dissatisfaction to (to be postmarked by March 15, 2019 and received by March 22, 2019):

Nature's Intent "Organic ACV Challenge" Money Back Guarantee

P.O. Box 7734

Melville, NY 11775-7734

4. Once the Claim Form and Refund Submission have been received and processed, your itemized purchase price indicated on your receipt will be refunded, in the form of a check, up to \$5.99. Refunds will be made for exact Product purchase price (up to \$5.99, regardless of sales tax and any coupons used, if applicable). If the Receipt is illegible or does not have the Product

purchase price clearly circled, then a refund will NOT be issued. Refunds will be mailed within six (6) to eight (8) weeks from the date of receipt of valid Refund Submission. A third-party rebate fulfillment company processes Refund Submissions.

5. Participation in this Offer is deemed acceptance of the Terms and Conditions set forth below.

This Offer is subject to change or discontinuation without notice. Offer cannot be combined with, and is not valid with, any other rebate, offer, discount, promotion or program.

- a. **LIMIT ONE REFUND SUBMISSION PER HOUSEHOLD ADDRESS.** Duplicate or photocopied Refund Submissions will not be honored or acknowledged.
- b. The Offer is valid only in the 50 United States and Washington D.C. Only legal residents of the 50 United States or Washington D.C. who are 18 years of age or older are eligible to participate in the Offer.
- c. Product purchased before the Offer Period is not eligible for the Offer. The purchase date is determined by date printed on Receipt or as indicated on the Claim Form.
- d. Information submitted in connection with the Offer will be treated in accordance with these Terms and Conditions. By redeeming the Offer, each participant agrees that Sponsor may share participant's personal information with its Affiliates for the purpose of offer fulfillment.
- e. Only actual purchasers of the Product may participate in the Offer.
- f. Offer not valid for groups, clubs or organizations, employees of Sponsor, its respective parents, subsidiaries, divisions, affiliates, supplier, distributors, agencies, or the fulfillment company or their respective suppliers and/or distributors, and their respective employees.
- g. No groups, clubs or organizations may reproduce or distribute the Claim Form and this Offer may not be published in any refunding magazine, website, or elsewhere without Sponsor's written permission.
- h. **Refund Submissions from Post Office Boxes, commercial addresses, containing invalid, undeliverable or non-U.S. mailing addresses, incomplete or illegible or any Refund Submissions deemed invalid, based on these Terms and Conditions will be rejected and will not be honored, acknowledged or returned.**
- i. Sponsor is not responsible for printing errors or for lost, late, mutilated, misdirected, non-delivered or postage due mail. Refund Submissions must include all components listed in Section 3 above.
- j. Refund Submission rights cannot be assigned or transferred and the Offer is void where restricted or prohibited by law.

- k. Keep copies of all materials submitted because Refund Submissions become property of Sponsor and will not be returned.
6. Fraudulent Refund Submissions and/or use of multiple addresses to obtain multiple Refund Submissions could result in federal prosecution under mail fraud statutes (Title 18, USC Sections 1341 & 1342). Sponsor reserves the right to substantiate Refund Submissions and request additional identification and/or documentation.
7. If any part of these Terms and Conditions are deemed to be invalid or otherwise unenforceable or illegal, the balance of the Terms and Conditions shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.
8. The Sponsor reserves the right to vary these Terms and Conditions without notice, to modify, reschedule or terminate the Offer or to modify or extend the closing date and criteria of the Offer at its discretion.
9. By accepting the Offer, the participant agree to release and hold harmless Sponsor, and its respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising, in whole or in part, directly or indirectly, out of participation in the Offer.
10. As a condition of participating in this Offer, participant: (1) agrees that all issues and questions concerning the construction, validity, interpretation and enforceability of these official terms and conditions, participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Offer, shall be governed by, and construed in accordance with, the laws of State of Illinois, without giving effect to any choice of law or conflict of law rules; (2) consents to the jurisdiction and venue of the federal, state and local courts for Chicago, Illinois; (3) agrees that any and all claims, judgments and rewards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Offer, but in no event attorneys' fees; (4) agrees that under no circumstances will participant be permitted to seek recovery for, and participant hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and waives any and all rights to have damages multiplied or otherwise increased; and (5) agrees to be bound by these official Terms and Conditions and the decisions of the Sponsor, which are final and binding, without right of appeal, with respect to all aspects of the Offer, including without limitation, eligibility of participants and validity of refunds.
11. These official Terms and Conditions constitute the entire agreement between Offer participants and the Sponsor pertaining to the subject matter hereof and supersedes all prior or other arrangements, understandings, negotiations and discussions, whether oral or written. No waiver of any of the provisions of these official terms and conditions shall be

deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall waiver constitute a continuing waiver unless otherwise expressly provided.

12. **SPONSOR/ADMINISTRATOR:** The Sponsor of the Offer is Mizkan America, Inc., 1661 Feehanville Drive, Suite 200, Mt. Prospect, IL 60056. The Administrator of the Offer is Don Jagoda Associates, Inc., 100 Marcus Drive, Melville, NY 11747.