

Balance bar
BEST YOU
Sweepstakes

BALANCE BAR "BEST YOU SWEEPSTAKES"
OFFICIAL RULES

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

OFFERED ONLY IN THE 50 UNITED STATES AND DISTRICT OF COLUMBIA ("U.S.") AND OPEN ONLY TO LEGAL U.S. RESIDENTS AGE 18 AND OLDER. INTERNET ACCESS AND A VALID EMAIL ADDRESS ARE REQUIRED TO ENTER THE PROMOTION.

1. PROGRAM DESCRIPTION: The Balance Bar "Best You Sweepstakes" Promotion (the "Promotion" or "Sweepstakes") begins at 10:00 A.M. Eastern Time ("ET") on December 12, 2013, and ends at 11:59 P.M. ET on January 31, 2014 (the "Promotion Period"). The Promotion prizes consist of one (1) Grand Prize "Fitness Resort Vacation" and five (5) First Prize "Balance Bar(R) Prize Packs," as defined below. You are not a winner until Sponsor verifies your applicable entry and/or prize claim, and you have fully complied with these Official Rules.

2. ELIGIBILITY: The Promotion is open only to legal residents of the 50 United States and Washington, D.C., who are 18 years of age or older at the time of entry. Employees (and their immediate family members and those living in the same household as the employee) of Balance Bar Company (the "Sponsor") and its advertising and promotion agencies involved with this Promotion, promotion partners, and their parent companies, subsidiaries, divisions, affiliates and related companies (collectively with Sponsor, the "Promotion Parties") are not eligible to participate in the Promotion or win a prize. All determinations of eligibility will be made by Sponsor in its sole discretion, and may be made at any time. All federal, state and local laws and regulations apply. Do not participate in the Promotion if you are not located in one of the 50 United States or Washington, D.C. The Promotion is void in Guam, Puerto Rico and all jurisdictions other than listed above and where prohibited, taxed or restricted by law.

3. AGREEMENT TO OFFICIAL RULES/GENERAL RESTRICTIONS: Participation in the Promotion constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Promotion Parties, which are final and binding in all respects. Winning a prize is contingent upon fulfilling all requirements set forth herein. Any participant may be disqualified at Sponsor's sole discretion if he/she fails to comply with any of the terms of these Official Rules. Any attempt by a person to gain more entries than permitted by these Official Rules (including but not limited to the use of robotic/automatic entry devices, multiple email accounts, or multiple identities) shall result in disqualification in Sponsor's sole discretion. Proof of submission of entry does not constitute proof of receipt of entry. 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 Promotion. Late entries will be void and ineligible. Multiple participants are not permitted to share the same email address or Facebook account. All submitted information becomes property of Sponsor and will not be acknowledged or returned. Entries by any means which subvert the entry process will be void. Entrants are solely responsible for internet access and usage charges incurred during participation in the Promotion, if any. Note that free internet access is available at most public libraries.

4. FITNESS RESORT VACATION PRIZE ("Grand Prize Sweepstakes"):

4a. TO ENTER THE GRAND PRIZE SWEEPSTAKES: To enter the Grand Prize Sweepstakes, visit <https://www.balance.com/pledge> or the Balance Bar® Facebook page at <https://www.facebook.com/BalanceBar>, and enter the "Take The Balance Bar® Pledge" application tab. Then, follow the instructions on "The Balance Bar® Pledge" sign-up form and submit the completed form no later than 11:59 P.M. ET on January 31, 2014. Note that you may be required to "like" the Balance Bar® Facebook Page in order to see the entry form. Limit one (1) entry per person/email address. The entry form may also be made available via link from websites other than www.Balance.com, and other websites, as determined by Sponsor in its sole discretion.

4b. GRAND PRIZE SWEEPSTAKES RANDOM DRAWING/ODDS OF WINNING: On or about February 7, 2014, an independent judging organization will select the potential Grand Prize Sweepstakes winner and the five (5) potential First Prize Sweepstakes winners in a random drawing from among all eligible sweepstakes entries received. Odds of winning the Grand Prize or one of the First Prizes depend on the number of eligible sweepstakes entries timely received. Each participant is eligible for only one prize. Once a winner is selected for the Grand Prize, the winner will no longer be eligible for any of the five (5) Balance Bar® Prize Pack First Prizes, and vice versa. The five (5) potential Balance Bar® Prize Pack First Prize winners will be selected by an independent judging organization in a random drawing from among all remaining applicable eligible entries after the selection of the Grand Prize winner (whose name has been removed from the drawing). In the event that the potential Grand Prize winner or any of the five (5) potential Balance Bar® Prize Pack First Prize winners are ineligible or forfeit their prize for any reason, the independent judging organization will select a new potential winner(s) from the pool of all remaining applicable eligible entries, excluding those six (6) participants whom have already been selected as potential winners.

4c. GRAND PRIZE: One (1) Grand Prize "Fitness Resort Vacation" will be made available, consisting of one (1) 4 day/3 night trip for winner and one (1) guest to the New Life Hiking Spa in Killington, Vermont, including: round trip coach air travel for winner and one (1) guest to the Killington, Vermont area from the major gateway airport closest to winner's residence; double occupancy hotel accommodations for three (3) nights; ground transportation between destination airport and hotel; an activity selected by Sponsor; two (2) gift certificates for \$100 each to be used for spa services; and a grand total of \$200 spending money awarded in the form of a check made payable to the winner, intended to be used by the winner and one (1) guest for incidentals, but issued without restriction. Meals and snacks will be covered in the New Life Hiking Spa hotel cost. The Grand Prize also includes one (1) case of 120 Balance Bars (ARV \$120), one (1) Balance Bar branded calendar (ARV \$10), and one Yurbuds product (ARV \$30). The type of Balance Bars to be included in the case shall be determined in the Sponsor's sole discretion. Any prize details not specified herein shall be determined by Sponsor in its sole discretion. Airports, airlines, hotel, and any other elements of the Grand Prize will be selected by Sponsor in its sole discretion. The total approximate retail value of the Grand Prize is \$4,170. Actual value may vary based on fare fluctuations and point of departure. Travel dates may be selected by winner (subject to budget, Spa and travel availability, and Sponsor's approval) and cannot be changed once booked. All travel is subject to approval of Sponsor. Winner and guest must travel on the same itinerary and will be responsible for all necessary travel authorizations and documents. Travel must be completed by September 30, 2014 or prize will be forfeited in its entirety. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other prize element except at the sole and absolute discretion of Sponsor. Prize winner and guest are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and expense, and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. The winner may be required to provide a credit card at the time of hotel check-in, to cover room security and incidentals. Further, the hotel may require the party providing such a credit card to be age 21 or older. Guest of winner must be at least eighteen (18) years of age as of the date of departure, unless guest is the child or legal ward of the winner. Guest of winner must execute liability/publicity releases prior to issuance of travel documents, which must be co-signed by the winner if guest is under age eighteen (18) at the time of departure. Once a guest is selected, he/she may not be substituted, except in Sponsor's sole and absolute discretion. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. All expenses not specifically included as part of the prize, are not included as part of any prize package, and are solely the winner's responsibility, including, but not limited to: additional ground transportation, travel insurance, room service, bag check fees, parking fees, laundry service, food, merchandise, souvenirs, telephone calls, tips, gratuities and service charges. Transportation carrier and hotel regulations and conditions apply. If winner lives within 200 miles of Killington, Vermont (as determined by Sponsor), Sponsor reserves the right to substitute ground transportation in lieu of airfare at its sole discretion, and any difference in value will not be awarded. See Section 6 below for winner notification details and additional prize restrictions.

4d. FIRST PRIZES: Five (5) Balance Bar® Prize Pack Sweepstakes winners will receive one (1) case of 120 Balance Bars (ARV \$120), one (1) branded calendar (ARV \$10) and one (1) Yurbuds product (ARV \$30). The type of Balance Bars to be included in the case shall be determined in the Sponsor's sole discretion. Any prize details not specified herein shall be determined by Sponsor in its sole discretion. The prize is non-exchangeable. The total ARV of all prizes available in the Promotion is \$4,970).

5. WINNER NOTIFICATION/VERIFICATION/PRIZE RESTRICTIONS: Potential winners will be notified using the information they provided in the entry form within approximately three (3) business days following the applicable drawing. No responsibility is assumed by Sponsor for any incorrect email address provided by a participant, or any change of email address of participant after participation. Proof of identity, age and/or legal residence may be required to claim a prize. The potential Grand Prize winner will be required and, in Sponsor's sole discretion, potential First Prize winners may be required to complete a notarized affidavit of eligibility, a liability release and (where permitted by applicable law) a publicity release, which must be returned within the time period specified in potential winner's notification email. Any failure to timely return required documents or requested information, noncompliance with the terms of these Official Rules, or the return of any prize or prize notification as undeliverable will cause prize to be forfeited in its entirety and the participant in question to be disqualified from winning any further prizes in the Promotion. Failure of any prize winner to accept prize within one (1) week of notification attempts by the Sponsor will cause the prize to be forfeited in its entirety and the participant in question to be disqualified from winning any further prizes in the Promotion. Forfeited prizes will be awarded to an alternate winner selected by an independent judging organization in a random drawing from among all remaining applicable eligible entries, but not including those whom have already been awarded a Balance Bar® Best You Sweepstakes Prize, pending verification of eligibility. If a potential winner is 18 years of age or older, as is required for entry, but not yet the age of majority in state of residence, the applicable prize will be awarded in the name of potential winner's parent or legal guardian, who must fulfill all obligations of winner set forth in these Official Rules. Unless otherwise described herein, no other assignment, transfer, or substitution of any prize is permitted, except by Sponsor who reserves the right to substitute a prize with a prize of comparable or greater value in its sole discretion. All taxes (including without limitation Federal, state and local taxes) in connection with a prize, and the reporting consequence thereof, are the sole responsibility of the applicable winner. The Grand Prize winner will be required to return a properly completed IRS W-9 form within the time period specified by Sponsor, and such winner will receive an IRS Form 1099 issued in their name for the actual value of prizes received. Sponsor makes no representations regarding the tax liability associated with any prize. Winners are solely responsible for any unspecified expenses associated with acceptance or use of a prize. Any prize details not specified will be determined by Sponsor in its sole discretion. Balance Bar® Prize Pack winners can expect delivery of their prize within 4-6 weeks of winner selection. The Sponsor is not responsible for postal service delays.

6. RELEASE: By participating in the Promotion, all winners and entrants agree to release and hold harmless Sponsor, Facebook, their parent and related companies, other companies associated with the promotion and operation of the Promotion, and the respective officers, directors, employees, and agents of each (aforementioned individuals and organizations collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Promotion or receipt or use/misuse of any prize, including, but not limited to: (a) unauthorized human intervention in the Promotion; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors or any errors made in the advertisement of the Promotion; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Promotion or the processing of Entries; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt of any prize. Without limiting the foregoing, the Promotion, all prizes, and all materials provided on or through any Promotion website are provided "as is" without warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Each winner shall bear all risk of loss or damage to his/her prize after it has been delivered.

7. GENERAL CONDITIONS: Released Parties are not responsible for and shall not be liable for: (a) interrupted or unavailable network server, internet access or other connections, miscommunications, failed telephone or computer transmissions or late, lost, stolen, jumbled, scrambled or misdirected entries or transmissions; (b) phone, electrical, network, computer hardware or software or program malfunctions; (c) inability to upload or download any information in connection with participating in the Promotion; (d) failures or difficulties or other errors, omissions, interruptions, or deletions of any kind whether human, mechanical or electronic; (e) for any damage to any person's computer or other equipment related to participating in the Promotion; (f) typographical, printing or other errors relating to or in connection with the Promotion, including, without limitation, errors which may occur in the administration of the Promotion, the processing of entries, the announcement of the prizes, or in any Promotion-related materials; (g) illegible, damaged, lost, late, stolen, postage-due, incomplete, undelivered/undeliverable, misdirected or returned mail; or (h) the actions of entrants or other individuals in connection with the Promotion, including entrants' or other individuals' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Promotion. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in advertising and other Promotion materials, the details of the Promotion set forth in these Official Rules shall prevail. Released Parties are not liable for any Internet connectivity costs, dial-up access costs or upload fees, which are the sole responsibility of the entrant. The Sponsor reserves the right in its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Promotion; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. In Sponsor's sole discretion, persons found tampering with, abusing any aspect of this Promotion, violating these Official Rules, or acting in a non-sportsmanlike, inappropriate or disruptive manner will be disqualified and may be subject to prosecution. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If, in the judgment of Sponsor, the Promotion is compromised by virus, bugs, non-authorized human intervention or other causes beyond the reasonable control of Sponsor, which corrupt or threaten to corrupt or interfere or threaten to interfere with the administration, security, fairness or operation of the Promotion as was originally intended, Sponsor reserves the right, in its sole discretion, to discontinue, suspend or terminate the Promotion or to otherwise proceed with the Promotion in any manner it deems fair and reasonable. If the Promotion is terminated in whole or in part before the designated end date, Sponsor will select the winners for any remaining prizes in a random drawing from among all applicable eligible, non-suspect entries received as of the date of the event giving rise to the termination, and Sponsor will post notice of such termination at the entry website. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK PROSECUTION, DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of a dispute as to the identity of a winner based on an email address, the winning entry will be declared made by the authorized account holder of the email address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Winner's name on the entry form must match the account holder of the email address.

8. DISPUTES: By participating, each agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Promotion, 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 Suffolk County, New York, and each entrant submits to sole and exclusive personal jurisdiction to said courts in the State of New York 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 Promotion 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 not all rights to have damages multiplied or otherwise increased. **OUT OF 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 the Promotion Parties in connection with this Promotion shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of New York, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

9. SEVERABILITY/HEADINGS: If any provision of these Official Rules is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions. Headings and captions are used in these Official Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.

10. PRIVACY/DATA COLLECTION: Sponsor collects personal information from participants when they enter the Promotion for use in administration of the Promotion. When entering, you will have the opportunity to consent to receive promotional emails and information from Sponsor and its promotional partners. Consenting to receive such emails and information is optional, and is not necessary to enter or win a prize in this Promotion, nor will it increase or improve your chances of winning. The information collected is subject to the Sponsor's Privacy Policy located at <http://www.Balance.com/privacy-policy/>; provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail.

11. PUBLICITY: By participating, you grant to Sponsor and its affiliated companies the right, except where prohibited by law, to use your name, likeness, picture, address (city and state), voice, biographical information, entry and written or oral statements, for advertising and promotional purposes in promoting or publicizing Sponsor, its affiliated companies, and the products or services of each, in any and all media without limitation as to time or territory, without compensation unless required by law. You shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of your name, picture, likeness, address (city and state), biographical information, or entry.

12. WHO WON: The name, city, and state of each winner will be available at <http://www.facebook.com/BalanceBar> for approximately 60 days following winner determination.

Sponsor: The Balance Bar Company, 2100 Smithtown Ave., Ronkonkoma, New York 11779.
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The Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. You understand that you are providing your information to The Balance Bar Company and not to Facebook. The information you provide will only be used in the event you are selected as a winner or if you have indicated that you would like to receive additional information from The Balance Bar Company.

Questions? Please visit us at <http://www.Balance.com/contact-us/> and do not submit on Facebook or Twitter.