

Muscle Milk® IN THE ZONE Gift with Purchase Promotion

THE MUSCLE MILK® IN THE ZONE RECEIPT REWARDS GIFT WITH PURCHASE PROMOTION (THE “PROMOTION”) IS ONLY OPEN TO LEGAL U.S. RESIDENTS RESIDING IN ONE OF THE FIFTY (50) UNITED STATES OR THE DISTRICT OF COLUMBIA THROUGHOUT THE PROMOTION PERIOD (AS DEFINED BELOW) AT THE TIME OF PARTICIPATION. UP TO TWENTY-FIVE (25) SINGLE UNIT REDEMPTIONS PER PERSON WHILE SUPPLIES LAST. PROMOTION SHALL BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW. DO NOT PARTICIPATE IN THIS PROMOTION UNLESS YOU ARE ELIGIBLE. VOID WHERE PROHIBITED.

Sponsor: CytoSport, Inc. (“CytoSport”), 4795 Industrial Way, Benicia, CA 94510.

Provider: Hip Digital Media Inc. (“Hip Digital Media”), 800 Menlo Avenue, Suite 220, Menlo Park, CA 94025.

THERE ARE 311,600 DOWNLOAD CODES AVAILABLE AND DOWNLOAD CREDITS ARE VALID WHILE SUPPLIES LAST.

- 1. Promotion Period:** Promotion Period varies by participating retailer and location. (Participant must reference retailer and location below to determine applicable Promotion Period.) Registration at the Website is free of charge. Participation in the Promotion must include a Muscle Milk® 14oz Ready-to-Drink Product purchase(s) at participating retailers (see “Eligible Products” below). A maximum of three hundred eleven thousand six-hundred (311,600) Download Codes, each Download Code worth one (1) Download Credit, will be distributed to eligible recipients. Download Codes must be redeemed by their respective expiration date. (Participant must reference retailer and location below to determine applicable expiration date.)
 - a. Promotion Period CKS: Circle K stores located in their Southwest region – Begins at **12:01** AM Eastern Standard Time (“EST”) on **July 20, 2015** and continues *WHILE SUPPLIES LAST* or until **11:59** PM EST on **September 14, 2015**, whichever is sooner. Download Codes must be redeemed between July 1, 2015 and their expiration date of September 24, 2015.
 - b. Promotion Period CKA: Circle K stores located in their Arizona region – Begins at **12:01** AM Eastern Standard Time (“EST”) on **June 24, 2015** and continues *WHILE SUPPLIES LAST* or until **11:59** PM EST on **August 18, 2015**, whichever is sooner. Download Codes must be redeemed between July 1, 2015 and their expiration date of September 24, 2015.
 - c. Promotion Period CK: Circle K stores located in their Great Lakes, Gulf Coast, Southeast, Midwest, and Florida regions – Begins at **12:01** AM Eastern Standard Time (“EST”) on **July 1, 2015** and continues *WHILE SUPPLIES LAST* or until **11:59** PM EST on **September 1, 2015**, whichever is

sooner. Download Codes must be redeemed by their expiration date of September 24, 2015.

- d. Promotion Period CWB: All CVS, Winn-Dixie and BI-LO US stores – Begins at **12:01 AM** Eastern Standard Time (“EST”) on **July 1, 2015** and continues *WHILE SUPPLIES LAST* or until **11:59 PM** EST on **September 14, 2015**, whichever is sooner. Download Codes must be redeemed by their expiration date of September 15, 2015.
- e. Promotion Period CKW: Circle K stores located in their West region – Begins at **12:01 AM** Eastern Standard Time (“EST”) on **July 7, 2015** and continues *WHILE SUPPLIES LAST* or until **11:59 PM** EST on **August 31, 2015**, whichever is sooner. Download Codes must be redeemed by their expiration date of September 24, 2015.

2. How to Participate: To participate in the Promotion purchase one (1) to twenty-five (25) Eligible Products (as defined below) and receive one (1) Download Code (as defined below) per Eligible Product purchase during the applicable Promotion Period. Participate by one method below:

- a. Participation Method CK: For each Eligible Purchase, retrieve a Circle K EXTRA Value print out with Download Code, visit <http://muscle milk.hiprewards.com> (the “Website”) and follow the instructions provided for Download Credit.
- b. Participation Method CWB: For Eligible Purchase(s), retrieve a Circle K (for select stores participating in this method), CVS, Winn-Dixie or BI-LO store receipt and snap a picture of the receipt (the “Photo”). Visit <http://upload.hiprewards.com/> (the “Website”) and follow the instructions provided to submit the Photo. Photo must be in **JPG format** and no larger than **3 MB**. You may submit your Photo in one (1) of two (2) ways:
 - i. **Upload from your wireless mobile:** Use your wireless mobile device to take a Photo (as defined above), access the Website, and follow directions on the Website to upload the Photo. *Participants must have a web-enabled mobile device with a camera feature, a data plan with your wireless service provider or wireless capability to participate via this method. Data rates may apply. Check with your wireless service provider for details on these and other applicable charges.*
 - ii. **Upload from your computer:** Use any camera or scanner to take a Photo (as defined above); load the Photo to your computer, access the Website, and follow directions on the Website to upload the Photo.

Limit twenty-five (25) Download Codes for Download Credits per person and per email address for the entirety of the applicable Promotion Period,

regardless of method of Promotion redemption. Once submitted and redeemed for a Download Code, Photo of receipt becomes void and cannot be submitted again.

You must register on the Website in order to participate; in order to register, you will be required to submit your name and email address. The name of the person submitting the e-mail address to the Website must be the name of the authorized account holder of such e-mail address, otherwise, participation may be deemed void. In the event of a dispute over the identity of a participant, the Promotion redemption will be declared made by the authorized account holder of the e-mail address submitted at the time of submission, and participant may be required to provide identification sufficient to show that he/she is the authorized account holder of the e-mail address submitted to the Website. You may also register by logging in via an active Facebook account. You must accept all permissions in order to login via Facebook.

By registering on the Website, you agree to be bound by all Terms and Conditions of the Website and the Terms and Conditions of this Promotion. The Terms and Conditions are available on the Website and may also be provided by the Provider. A copy of the Promotion Terms and Conditions should be kept for reference.

- 3. Download Code Redemption:** If you register for the Website as specified above during the Promotion Period and *WHILE SUPPLIES LAST*, you will receive a unique PIN code (a "Download Code") valid for one (1) credit (a "Download Credit"), subject to Provider's verification. Each Download Credit has an approximate retail value of up to \$1.29. Your Download Code will be sent by e-mail to the valid e-mail address you submit when you register for the Website; the e-mail containing your Download Code will also include a link to Provider's website at which you may use and redeem your Download Code(s) and Download Credit(s) (the "Store"). Once logged-in to your account on the Website, follow the directions provided to redeem the Download Code(s) and receive the Download Credit(s) in your account. Then, you may select and download one (1) Song per Download Credit, subject to the limitations below.

In order to redeem and use Download Code(s) and Download Credit(s), you must have access to necessary computer hardware components, including but not limited to wi-fi or high-speed internet access. The Website may require a compatible mobile device or operating system, and not all mobile devices and/or carriers may be compatible and/or supported. Standard text, data and messaging rates may apply and are your responsibility. If you have an iPhone or iPad, you may not be able to download Songs directly onto your iPhone or iPad, but you may download to a PC or Mac to add into your iTunes library. Device compatibility may vary.

Promotion is subject to all applicable federal, state and local laws and regulations and is void in Puerto Rico and where prohibited, taxed or otherwise restricted. Download Code(s) and Download Credit(s) are void if reproduced, copied, purchased, auctioned, transferred, traded or sold and where prohibited, taxed or

restricted by law. You are responsible for all federal, state and local taxes as well as any other costs and expenses associated with acceptance, use and redemption of Download Code(s) and Download Credit(s).

- 4. Eligible Products:** Each entry must demonstrate purchase of a Muscle Milk® 14oz Ready-to-Drink Product within a transaction, including the brands Muscle Milk® 100 Calories, Muscle Milk® Genuine, and Muscle Milk® Pro Series (each, an “Eligible Product”). Participant will receive one (1) Download Code per Eligible Product purchase for up to a maximum of twenty-five (25) Download Codes for Download Credits.
- 5. Eligibility:** Promotion limited to legal residents of the fifty (50) U.S. and DC at the time of participation. Employees, officers and directors of Sponsor and Provider and their parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of coupons and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter.
- 6. Use of Your Name and Likeness:** By participating in the Offer, you consent to Sponsor’s and its agents’ and designees’ (including without limitation Hip Digital Media and The Ogilvy Group, Inc. d/b/a Ogilvy & Mather Chicago) use of your name, image, likeness, photograph, ideas, comments, posts, statements and any other content you share on or through the Website for advertising, publicity and promotional purposes for Sponsor, in any and all media now known or hereafter developed, including but not limited to the Internet (including on the Website and on third party social media websites) and mobile applications, worldwide, in perpetuity, without additional payment, compensation or further notification to or permission from you, except where prohibited by law, or by the terms and conditions of any applicable websites.
- 7. Additional Terms:** CytoSport is not responsible (1) if any Download Code or Download Credit cannot be redeemed due to delays or interruptions due to acts of God, acts of war, natural disasters, weather, acts of terrorism or any other causes outside of CytoSport’s reasonable control; or (2) for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, website, Internet or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of registration information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit your ability to receive or redeem a Download Code or Download Credit, including any injury or damage to your or any other person’s computer relating to or resulting from participating in the Promotion or downloading any materials related to the Promotion, including without limitation any Songs.
- 8. Privacy:** CytoSport and Hip Digital Media may collect your personal information if you opt to allow such collection; by opting in when you register on the Website and

by participating in the Promotion and registering on the Website, you agree to the collection and usage of your personal information as set forth in the parties privacy policies at <http://www.hormelfoods.com/About/Legal/Privacy-Policy> and <http://hipdigital.cust.footprint.net/u/nutron/docs/US/2014%20US%20Hip%20Digital%20Media%20Music%20Website%20Privacy%20Policy%2012.18.14.pdf>.

- 9. Release.** By participating, you agree to indemnify, release and hold harmless CytoSport, Hip Digital Media and The Ogilvy Group, Inc. d/b/a Ogilvy & Mather Chicago, and each of their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, and each of their employees, officers and directors (collectively, the “Released Parties”), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, your participation in the Promotion, or possession, acceptance and/or use or misuse of any Promotion-related materials (including without limitation all Songs, Download Codes, and Download Credits), or participation in any Promotion-related activity and claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Released Parties are not responsible for any damages, taxes, or expenses that you might incur as a result of this Promotion or receipt of any Promotion-related materials (including without limitation all Songs, Download Codes, and Download Credits). If you do not comply with these Terms and Conditions, or if you attempt to interfere with this Promotion in any way, you may be disqualified from participation or otherwise rendered ineligible to redeem the Promotion.
- 10. Governing Law; Jurisdiction:** The use of the Website is open exclusively to legal residents of the 50 United States and the District of Columbia. Access or use by residents of any other country or jurisdiction is prohibited. The laws of the United States and the state of California shall govern these Promotion Terms and Conditions. YOU HEREBY EXPRESSLY CONSENT TO EXCLUSIVE JURISDICTION AND VENUE IN THE COURTS LOCATED IN SOLANO COUNTY, CALIFORNIA, UNITED STATES FOR ALL MATTERS ARISING IN CONNECTION WITH THESE OFFER TERMS AND CONDITIONS OR YOUR ACCESS TO OR USE OF THE WEBSITE. You agree that any and all disputes, claims or causes of action arising out of or in connection with this Promotion shall be resolved individually, without resort to any form of class action; any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Promotion, but in no event attorneys’ fees; and under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses and any and all rights to have damages multiplied or otherwise increased. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you.