

THE OIKOS FAMILY REUNION INSTANT-WIN PROMOTION OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

PROMOTION ENTRY PERIOD: The Oikos Family Reunion Instant-Win Promotion (the "Instant-Win Game" or "Promotion") begins at 12:00:01 AM Eastern Time ("ET") on Sunday, January 1, 2023 and ends at 11:59:59 PM ET on Friday, March 31, 2023 (the "Promotion Period").

ELIGIBILITY: The Promotion is open to legal residents of the 50 United States, including the District of Columbia, who are age 18 or older at the time of entry. Void in Puerto Rico, Guam, the U.S. Virgin Islands, outside the U.S., and wherever else prohibited by law. Employees of Danone US, LLC (the "Sponsor"), US Sweepstakes & Fulfillment Company (the "Promotion Administrator") and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Promotion is subject to all applicable federal, state and local laws and regulations.

HOW TO ENTER: During the Promotion Period, visit <https://homegating.actv8me.com/?sl=dqib2h> (the "Website") and follow all entry instructions to complete the entry form and submit to receive one (1) Instant Win Game play (the "Entry"). PO Boxes are not permitted for purposes of filling out the registration form. **Entries must be submitted and received between Sunday, January 1, 2023 at 12:00:01 AM ET and Friday, March 31, 2023 at 11:59:59 PM ET.** Entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy, which can be found at <https://www.danonenorthamerica.com/privacy-policy>.

Limit: One (1) Entry per person per day regardless of whether entrant has more than one email address. Any additional entries and/or plays will be void and ineligible. For the purposes of this Promotion, a "day" is defined as the twenty-four (24) hour time period commencing at 12:00:00 AM ET, and ending at 11:59:59 PM ET. Although the Sponsor may receive a participant's subsequent attempts to enter on a given day, only the first complete Entry received from a particular participant on that day will be eligible; subsequent attempts by the same person to enter/play during that same day and/or all Entries submitted by such participant, including Entries submitted with an alternate email address, will be disqualified.

All completed Entries become the property of the Sponsor and will not be acknowledged or returned. The Website's database clock will be the official timekeeper for the Promotion. Incomplete Entries will not be accepted and are void. Participants must have a valid email address to enter and/or win. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than the stated number of entries and/or plays by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant's entries/plays and that participant may be disqualified. Use of any automated

system to participate is prohibited and will result in disqualification. In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the entry.

PRIZES/APPROXIMATE RETAIL VALUE ("ARV")/ODDS:

Grand Prizes: There are twelve (12) Grand Prizes available to be won. Each Grand Prize includes a Home-Suite-Home Mega Cooler Package (contents of package to be determined by Sponsor in its sole discretion). **The ARV of Grand Prize: \$586.50 each.**

First Prizes: There are thirty (30) First Prizes available to be won. Each First Prize includes a Home-Suite-Home Cooler Package (contents of package to be determined by Sponsor in its sole discretion). **The ARV of the First Prize: \$172 each.**

Second Prizes: There are twenty (20) Second Prizes available to be won. Each Second Prize includes two (2) coupons each for one (1) 5.3 oz. cup of any Oikos yogurt. **The ARV of the Second Prize: \$3.00 each.**

The ARV of prizes are subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded. The difference of any such fluctuation will not be awarded to the winner.

The total ARV of all prizes available to be won: \$12,258.

There is a limit of one (1) Grand Prize, one (1) First Prize and one (1) Second Prize per person. Odds of winning an Instant Win Prize are dependent on the random winning time selected for each Instant Win Prize available to be won, the number of participants in the Promotion, and the time and order any participant's entry is submitted and recorded. The number of Instant Win Prizes available will diminish as they are awarded.

INSTANT WIN GAME PRIZE SELECTION & NOTIFICATION: Prizes will be awarded throughout the Promotion Period, pursuant to the process set forth herein. Sixty two (62) random, computer-generated winning dates and times, one for each prize available to be won, will be generated by the Sponsor prior to launch. At the time a participant submits his/her Entry (subject to the requirements set forth above), if such participant is the first eligible participant to receive a play in connection with the Instant Win Game at or after a computer-generated, randomly selected winning time, that participant will receive an on-screen notification alerting them that they are a potential winner of the corresponding prize. Non-winning entrants will also be notified on screen.

Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements in these Official Rules. All winning claims are

subject to verification by the Administrator and/or Sponsor, whose decisions are binding. Even if the Website shows that a participant are a winner, he/she is not a winner until his/her eligibility and the potential winning Entry have been verified. Once verified, prizes will be mailed to the winner's address as provided on the Website's registration form within 30 days of the end of the Promotion Period. If a prize notification or prize is returned as undeliverable, or if winner is found to be ineligible or not in compliance with these Official Rules, that winner will be disqualified. In the event that any potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner selected in a random drawing from among all remaining eligible Entries received during the Promotion Period. Only one (1) alternate drawing will be held, after which any remaining Instant Win Prizes will remain un-awarded.

ALL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR AND/OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL PARTICIPANT'S ELIGIBILITY HAS BEEN VERIFIED.

If a winner is otherwise eligible under these Official Rules but is nevertheless deemed a minor in his or her state of primary residence, the prize will be awarded in the name of winner's parent or legal guardian.

PRIZE CONDITIONS: Prizes are not redeemable for cash, assignable, transferable and may not be substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value at its discretion. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Sponsor will not replace any lost or stolen prizes or component(s) of a prize. Only the number of prizes stated in these Official Rules is available to be won in the Promotion. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, winners will be determined in a random drawing from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available.

SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY ASPECT OF WINNER'S ACCEPTANCE OR USE OF THE PRIZE.

Coupons are not redeemable for cash and will not be replaced if lost or stolen. Coupon usage is subject to the issuing company's complete terms and conditions, including expiration dates.

Winner is responsible for all federal, state, local and income taxes associated with winning prize.

Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video recordings, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

Prizes are awarded “as is” with no warranty or guarantee, either express or implied by Sponsor. Winners acknowledge that the Sponsor and all other businesses affiliated with this Promotion and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered, except that each merchandise prize shall be subject to its manufacturer’s standard warranty (if any). Once the prize has been delivered to the winner’s provided address, the prize is considered awarded.

GENERAL: Participating entrants agree to these Official Rules and the decisions of the Sponsor and the Promotion Administrator, and release the Sponsor, the Promotion Administrator and their affiliated companies, and all other businesses involved in this Promotion, as well as the employees, officers, directors and agents of each (the “Released Parties”), from all claims and liability relating to their participation in the Promotion, and the acceptance and use/misuse of the prize offered. Participating entrants assume all liability for and Released Parties shall be held harmless against any liability for any injury, losses or damages of any kind to persons, including personal injury or death, or injury to property caused or claimed to be caused in whole or in part, directly or indirectly, by participation in this Promotion, acceptance, possession, or use/misuse of the prize, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Promotion or in the announcement of the prize.

Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Promotion. By participating in the Promotion, entrant (i) agrees to be bound by these official rules, including all eligibility requirements, and (ii) agrees to be bound by the decisions of Sponsor and the Promotion Administrator, which are final and binding in all matters relating to the Promotion. Failure to comply with these official rules may result in disqualification from the Promotion.

Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any factor beyond Sponsor’s reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Sponsor. If, for any reason, the Promotion cannot be run as planned, Sponsor may disqualify any suspect entries or individuals from the Promotion and any promotion it sponsors and (a) suspend the Promotion and modify the Promotion to address the impairment, then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prizes at random from among the eligible, non-suspect entries received up to the time of the impairment.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS PROMOTION CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF

GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS PROMOTION, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS PROMOTION OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE. FURTHER, SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, CHANGES IN SERVICE OR ACCOMMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, INCLUDING AIR CARRIER(S) AND OTHER TRANSPORTATION COMPANIES; LODGING, RESTAURANT OR OTHER HOSPITALITY PROVIDERS; ENTERTAINMENT PROVIDERS, VENUES OR ARTISTS; OR OTHER THIRD PARTY PROVIDERS SUPPLYING ANY SERVICES OR COMPONENTS OF THE PRIZE(S) TO WINNERS AND/OR THEIR GUESTS, OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE PROMOTION, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

GOVERNING LAW AND LIMITATION OF LIABILITY: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Promotion will be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE PROMOTION, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE

DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

DISPUTES: The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Westchester County, NY and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Promotion shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in White Plains, NY. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in White Plains, NY. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

PRIVACY: As a condition of entering the Promotion, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties, including Promotion Administrator, for the purpose of administering this Promotion and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Promotion or on a Promotion winner's list. Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at <https://www.danonenorthamerica.com/privacy-policy>.

WINNER CONFIRMATION REQUEST: For a written confirmation of the Promotion winners (available after 03/31/23), send a stamped, self-addressed envelope (no later than 04/28/23), to: **The Oikos Family Reunion Instant-Win Promotion Winner Confirmation Request**, PO Box 654, Social Circle, GA 30025-0654.

SPONSOR: Danone US, LLC, 1 Maple Ave, White Plains, NY 10605.

PROMOTION ADMINISTRATOR: US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625. 1-800-620-6044

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