

BODYARMOR® AT KROGER fit52 PROMOTION

OFFICIAL TERMS AND CONDITIONS. INTERNET ACCESS REQUIRED.

1. **BUY** any one (1) **BODYARMOR®** product (any size/any flavor) (“**Participating Product**”) between 12:00:00 AM (PT) on 1/06/21 – 11:59:59 PM (PT) on 3/09/21 (the “**Offer Period**”) at any Kroger store or Kroger affiliated stores in the U.S. (“**Qualifying Purchase**”). Note: Product returns/exchanges and rainchecks for Participating Product from before the commencement of the Promotion Period CANNOT be used for this Promotion.
2. **SNAP** a picture of your entire receipt showing Qualifying Purchase and **UPLOAD** it at www.CommitTofit52.com (collectively, the “**Websites**”) by 11:59:59 PM (PT) by 3/23/21 in order to receive a reward in the Offer. AFTER SUCH DATE/TIME, RECEIPT SUBMISSIONS WILL NOT BE ACCEPTED, EVEN IF PURCHASE WAS MADE DURING OFFER PERIOD AND IS OTHERWISE IN COMPLIANCE WITH THESE OFFICIAL TERMS AND CONDITIONS. **Data rates may apply (for submissions made via mobile device). Check with your wireless service provider for any applicable rates and fees.** Only Qualifying Purchase of a Participating Product is valid for this offer. Photo must include the entire receipt from top to bottom, including all four (4) corners. Be sure that the required information is captured in the receipt, which includes retailer name, date of purchase, time of purchase, receipt total and purchase of Participating Product (“**Required Information**”). All Required Information must be legible in your image(s). For longer receipts, you may submit a picture of the receipt folded ensuring that it shows the Required Information. Blurry and/or unreadable receipt images will be rejected. Star the Participating Product on your receipt for quicker verification. ALL SUBMISSIONS ARE SUBJECT TO VALIDATION BY THE PROGRAM ADMINISTRATOR ON BEHALF OF THE SPONSOR; IF SUBMISSION IS NOT VALIDATED, YOU WILL NOT RECEIVE AN ENTRY AND/OR AN OFFER. For help, visit www.CommitTofit52.com.
3. **GET** an email containing a code along with a redemption website link to redeem your free 1-month subscription to Fit52 Fitness App (the “**Reward**”).

Code is good only for use in accordance with these Terms and Conditions. Any other use of the code – including attempted sale or transfer of the code – is void. Codes have no cash value. Codes must be entered at the Website by 12/31/21. AFTER SUCH DATE/TIME, CODES ARE VOID AND WILL NOT BE ACCEPTED. Code is issued for valid submission and is only good for intended recipient.

The Reward is limited to new Fit52 Fitness App members only. By receiving the Fit52 Fitness App 1-month membership, new members get access to Fit52 standard membership benefits for 1-month. To claim a Fit52 App prize, you must follow the instructions provided to create an account. You must provide a credit card during enrollment. All membership fees are exclusive of taxes. Reward recipient's credit card will be automatically charged after expiration of Reward period unless membership is cancelled by recipient prior. Account can be cancelled at any time.

Open to legal residents of the fifty (50) United States and District of Columbia who are 18 years of age or older. Employees of BA Sports Nutrition, LLC ("**Sponsor**"), TPG Rewards, Inc. ("**Program Administrator**"), their respective parent companies, affiliates, subsidiaries, advertising, promotion and other agencies (collectively, "**Promotion Entities**") are not eligible to participate in this Offer. Receipt submission must be submitted by 3/23/21 at 11:59:59 PM (PST). Limit one (1) reward per household for the entire Offer Period. **Each receipt can only qualify for one (1) reward, and can only be submitted once (even if receipt indicates purchase or more than one (1) Qualifying Purchase).** Consumers receive a code and promotion Website link via email to complete the reward claim process. By submitting your receipt, you agree to receive up to three (3) email messages regarding the promotion to the email account associated with submission. You may opt-out of receiving messages regarding the promotion from Sponsor at any time after receipt of the confirmation message by sending a reply email message with the word "STOP". By emailing a submission from your wireless device, the participant grants permission to the Sponsor to notify them via a return email message and must agree to accept all applicable charges associated therewith. You are responsible for all applicable fees and taxes associated with completing a submission from a wireless device. The email messaging method of submission is designed to work with most of the U.S. major wireless carriers, but Sponsor makes no guarantee that any particular wireless service provider will participate, and the wireless device that is used must be capable of sending and receiving email messages. Check with your carrier for details. Participants should check their phone's features to see if they have that capability. Wireless service providers may charge entrants for each email message, including any error message that is sent and received in connection with the offer, based on the applicable wireless service pricing plan. Participants should consult their wireless service provider's pricing plan for details. Sponsor in its sole discretion may add or delete a wireless carrier at any time, without notice. Proof of uploading and/or submitting an email is not considered proof of delivery to or receipt by Sponsor or its designee (Program Administrator) of submission materials. Promotion Entities assume no responsibility for lost, late, incomplete, misdirected, illegible or non-deliverable submissions. Offer is void where prohibited.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning the reward. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH REWARD IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

Sponsor is not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of registration information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions or other errors of any kind, whether human, mechanical or electronic, which may occur or which may limit one's ability to participate, including any injury or damage to participant's or any other person's computer and/or mobile device, relating to or resulting from participating in this Offer. The preceding expressly includes, but is not limited to, electronic communications not timely received or received at all by an Offer participant due to technological, programming, filtering or other malfunction/error/failure of any kind. Promotion Entities are not responsible for printing or typographical errors in any Offer related materials.

Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend this Offer should it determine, in its sole discretion, that any virus, bug, non-authorized human intervention or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Offer. In such case, Sponsor will only honor submissions made prior to time of such determination; notification of such action by Sponsor will be posted at www.CommitToFit52.com. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the operation of the Offer. Additionally, Sponsor reserves the right to prosecute any fraudulent activities to the full extent of the law.

CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS OFFER IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

Sponsor: BA Sports Nutrition, LLC, 17-20 Whitestone Expressway, Suite #401, Whitestone, NY 11357

Program Administrator: TPG Rewards, Inc., 19790 West Dixie Hwy, Suite 808, Aventura, FL 33180

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