

**Pivot Bio PROVEN™ package GIVEAWAY  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR ABILITY TO WIN.**

**SWEEPSTAKES PERIOD:** April 10, 2019 to August 30, 2019 Pivot Bio PROVEN™ package Giveaway (“Sweepstakes”) will begin at 12:01:00 a.m. Central Time (“C.T.”) on 4/10/2019 and end at 10:01:00 p.m. C.T. on 08/30/2019 (“Sweepstakes Period”). The computers of the Sponsor will be the official timekeeping devices used in the Sweepstakes.

**ELIGIBILITY:** The Sweepstakes is open to legal residents who operate commercial farming operations in the following states: Indiana, Iowa, Kentucky, Louisiana, Maryland, Michigan, Mississippi, Missouri, Nebraska, New York, North Dakota, Ohio, Oklahoma, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Virginia, Wisconsin, Wyoming and any additional states that approve the commercial sale of Pivot Bio PROVEN™ by August 30, 2019.

Employees of Pivot Bio or any other organizations affiliated with Pivot Bio, fulfillment, administration, prize support, advertisement or promotion of the Sweepstakes and/or their respective parents, agents, affiliates, subsidiaries, and advertising and promotion agencies, and their immediate family members (regardless of where they reside) or household members, whether or not related, are not eligible to enter or win. “Immediate family members” shall mean spouses, parents, stepparents, children, step-children, siblings, step-siblings, and their respective spouses. “Household members” shall mean people who share the same residence at least three months a year.

**HOW TO ENTER:** During the Sweepstakes Period, visit: <https://info.pivotbio.com/giveaway> and follow the instructions provided to complete the online entry form and click the submit button to receive one (1) entry. All fields of information must be completed in order to be eligible to win. Entries received after the Sweepstakes Period will be void and not included in the drawing.

**LIMIT:** One (1) entry per person throughout the Sweepstakes Period. No one person may receive more than one (1) prize throughout the Sweepstakes Period. Entries received from any person or email address in excess of the stated limitation will be voided. You may use one (1) email address to enter the Sweepstakes.

**WINNER SELECTION/DRAWINGS/ODDS:** Winners will be drawn at random by Sponsor or Sponsor’s delegate at the offices of the Sponsor 8961 Thomas Ave, Johnston, IA 50131 on or about 09/3/2019 at 2:00 p.m. C.T. from among all eligible entries received during the Sweepstakes to select one potential prize winner for each of the three of the giveaway prizes. A total of three (3) potential winners will be randomly selected from eligible entries submitted during the Sweepstakes Period. Odds of winning depend on the number of eligible entries received.

**WINNER NOTIFICATION:** Potential winners will be notified within 7 days of the conclusion of the drawing using the phone number and/or address provided at the time of entry. Sponsor shall have no liability for any potential winner notification that is not received by any potential winner for any reason. If, despite reasonable efforts, any potential winner does not respond within seven (7) days of the first notification attempt, or if a notification is returned as unclaimed or undeliverable to any potential winner, such potential winner will forfeit his or her prize and an alternate winner may be randomly selected. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected. In that event, Sponsor may successively attempt to contact potential winners of each prize in accordance with such procedure until prizes are awarded.

**PRIZES (3):** One (1) each Pivot Bio product package including Pivot Bio PROVEN™, shipping and handling valued at U.S. \$2,500. Total value of all prizes: U.S. \$7,500. All prize details are at Sponsor's sole discretion. Released Parties (as defined below) disclaim all and any liability for the actual provision, quality or nature of any prize accepted by the winners. The awarding of any prize is contingent upon full compliance with these Official Rules. If prize winner cannot accept prize as stated, the prize may be forfeited in its entirety and awarded to an alternate, randomly selected winner. No substitution, cash redemption or transfer of prize is permitted, but Sponsor reserves the right to substitute the prize with a prize of equal or greater value, if the advertised prize or portion thereof becomes unavailable for any reason. All federal, state, provincial, and local taxes, if any, are the sole responsibility of the winner.

**RELEASES:** By participating, you agree to be bound by these Official Rules and the decisions of the Sponsor, which are binding and final in all matters relating to this Sweepstakes. By participating in this Sweepstakes, entrants agree to release Pivot Bio and any other organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or promotion of the Sweepstakes and each of their respective parents, agents, affiliates, subsidiaries, advertising and promotion agencies, and prize suppliers, and each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns (collectively, the "Released Parties") from any and all actions, claims, injury, loss, death or damage arising in any manner, in whole or in part, directly or indirectly, from participation in this Sweepstakes and/or acceptance, use or misuse of the prize. Released Parties are not responsible for lost, late, misdirected, incomplete, illegible, or non-delivered entries, or technical errors or difficulties, or printing errors, clerical, typographical or other error in the offering or announcement of any prize or in any prize notification documents, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of registration, entry or other information or the failure to capture, or loss of, any such or similar information. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by non-authorized human intervention, technical failures or any other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion, to suspend, modify or terminate the Sweepstakes, and randomly select the winners from entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor.

**GOVERNING LAW:** Except as otherwise noted in these Official Rules, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations as between participant and Sponsor in connection with the Sweepstakes shall be governed by and construed in accordance with the internal laws of the State of California including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's or jurisdiction's laws. Except where prohibited, by participating in this Sweepstakes, entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or awarding of the prize(s), shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will any participant be permitted to obtain awards for and hereby waives 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 limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.

**DISQUALIFICATION:** It is the entrant's responsibility to ensure that he/she has complied in full and continues to comply with all of the conditions and requirements contained in these Official Rules. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be

randomly selected. No mechanically reproduced, illegible, incomplete, forged, software generated, third party or other automated multiple entries will be accepted. Entries made by any other individual or any entity, and/or originating by any other mechanism, including but not limited to commercial Sweepstakes subscription notification and/or entering services, will be declared invalid and disqualified for this Sweepstakes. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person. The Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

**FORCE MAJEURE:** Subject to any governmental approval which may be required, Sponsor reserves the right, without prior notice and at any time, to terminate the Sweepstakes, in whole or in part, or modify or suspend the Sweepstakes in any way, if it determines, in its sole discretion, that the Sweepstakes is impaired or that fraud has destroyed or severely undermined the proper entry, integrity, and/or feasibility of the Sweepstakes. In the event Sponsor is prevented from continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic or health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, provincial or local government law, order, or regulation, public health crisis (e.g.SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated, in whole or in part, before the designated end date, Sponsor will select winners (or the remaining winners, as the case may be) randomly from all eligible, nonsuspect entries received as of the date of the event giving rise to the termination. Only the type and quantity of prizes described in these Official Rules will be awarded.

**INVALIDITY:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Headings and captions are used in these Official Rules solely for ease of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof. These Official Rules cannot be modified or amended in any way except in writing by a duly authorized representative of Sponsor.

**OFFICIAL RULES:** To receive a copy of the Official Rules, mail a self-addressed stamped envelope to Pivot Bio PROVEN™ Sweepstakes, Pivot Bio 2929 7<sup>th</sup> Street, Suite 120, Berkeley, California 94710. All requests must be received by the end of the Sweepstakes Period. Limit one request per stamped outer envelope.

**WINNERS LIST:** For a copy of the Official Winners List mail a self-addressed stamped envelope to: Pivot Bio PROVEN™ Sweepstakes, Pivot Bio 2929 7<sup>th</sup> Street, Suite 120, Berkeley, California 94710. All requests must be received by December 31, 2019. Limit one request per stamped outer envelope.