

**Pivot Bio FFA Video Challenge  
Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW OR REGULATION.**

**BY ENTERING THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH FORM A CONTRACT. SUBJECT TO APPLICABLE LAWS, THIS CONTRACT INCLUDES INDEMNITY OBLIGATIONS ON THE PART OF ENTRANT AND A LIMITATION OF ENTRANT'S RIGHTS AND REMEDIES.**

**CONTACT INFORMATION.**

<b><u>Sponsor:</u></b>	Pivot Bio, Inc. 2929 7 <sup>th</sup> Street, Suite 120 Berkeley, CA 94710	<b><u>Administrator:</u></b>	AKC Marketing 8961 Thomas Ave Johnston, IA 50131 Ph: 855-331-1700 Em: info@akcmarketing.com
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**SWEEPSTAKES PERIOD.** March 23, 2020 to April 13, 2020.

Pivot Bio FFA Video Challenge ("***Sweepstakes***") will begin at 12:01 a.m. Central Time on March 23, 2020 and end at 10:01 p.m. Central Time on April 13, 2020 ("***Sweepstakes Period***"). The computers of the Sponsor will be the official timekeeping devices used in the Sweepstakes.

**ELIGIBILITY.** The Sweepstakes is open to current members of an FFA chapter in the continental United States (the "***Entrant***"). Entrants must provide proof of their membership, including (but not limited to): name of chapter the entrant is a member of and the name of their FFA adviser. Entrants under the age of 18 must have parental permission to submit their entry.

Employees of Sponsor and Administrator or any other organizations affiliated with 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, there is one way to enter. To enter during the entry period (March 23, 2020-April 13, 2020), entrants may post a video showcasing their FFA knowledge to help shine a light on the role agriculture plays in the world-wide supply chain on their social media channels, tag Pivot Bio and their FFA chapter, and also use the hashtag #FFAVideoChallenge.

**Video Guidelines**

Video entries must revolve around the central topic of how FFA members are continuing their education and projects from their homes and farms. Videos must be posted on either their

personal Twitter or Facebook page, using the hashtag #FFAVideoChallenge, and must also tag @PivotBio and the FFA chapter they belong to, or the national FFA chapter.

**LIMIT.** One (1) entry per person/member of an eligible FFA chapter throughout the Sweepstakes Period. No person may receive more than one (1) prize throughout the Sweepstakes Period. Each person/member of an eligible FFA chapter (1) video to enter the Sweepstakes. Entries received from any person/member of an eligible FFA chapter in excess of the stated limitation will be voided and may result in disqualification.

**WINNER SELECTION/DRAWINGS/ODDS.** Sponsor or its Administrator will randomly select (25) potential winners on or about April 14, 2020 at 2:00 p.m. C.T. from among all eligible entries received during the Sweepstakes to select twenty-five potential prize winners for each of the twenty-five giveaway prizes. A total of twenty-five (25) 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 through the same social media channel(s) where the video was posted within five days of the conclusion of the drawing. Potential winners will be asked to provide further contact information for purposes of receiving their prize. Released Parties (as this term is defined below) 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 their prize and an alternate inner may be randomly selected. If any potential winner is found to be ineligible, or if they have 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.** Each potential winner will receive the following:

- 1) \$250 for the eligible FFA member who submitted the video
- 2) \$250 for the eligible FFA chapter of which the entrant is a member of.

Total approximate retail value of all prizes: \$12,500 USD.

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.

**DISCLAIMER.** Subject to applicable laws, Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUBJECT TO APPLICABLE LAWS, PRIZES ARE

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.

**WINNER PUBLICITY REQUIREMENTS.** Acceptance of the prize shall constitute the Winner's agreement and consent for Sponsor and its designees to use winner's name, likeness, photo, avatar, and/or prize information (including, without limitation, city and state of residence) in connection with this Sweepstakes for promotional, advertising or other purposes, in any manner, worldwide, in any and all media, whether now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration.

#### **RELEASE OF LIABILITY/CONDITIONS OF PARTICIPATION.**

A. Transmission of Information. Sponsor, the Administrator, and each of their respective officers, directors, employees, agents, affiliates, successors, and assigns (all collectively the "**Released Parties**") are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrant or not, printing, typographical or other errors, or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) printing, typographical, technical, computer, network or human error which may occur in (a) the administration of the Sweepstakes, (b) the uploading, processing, or random selection of entries, (c) the announcement of the Winner or potential winner, or (d) the prizes or any Sweepstakes -related materials; (5) late, lost, garbled, misdirected, inaccurate, incorrect, undeliverable, damaged or stolen entries or mail; (6) costs associated with claiming or redeeming the prizes; and/or (7) losses or damages resulting from an Entrant's connection to the Internet via any of the websites referenced herein. The Released Parties are not responsible for any (a) incorrect, mistranscribed, misdirected or undeliverable entries or e-mail transmissions, (b) incorrect announcements, (c) technical problems, including, without limitation, malfunctions of computer systems, servers, providers, or any hardware/software, (d) lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission, or (e) a combination of any of the foregoing. Sponsor assumes no responsibility for (i) late, lost, incomplete, inaccurate or damaged entries, (ii) undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user's Internet service provider and/or e-mail client, or (iii) insufficient space in user's e-mail account to receive e-mail. Sponsor shall not be responsible for any damage (whether material or non-material) caused to Entrant's computer equipment or to data which is stored on such equipment, or to Entrant's personal, professional or commercial activities. Proof of submitting entries will not be deemed to be proof of receipt by Sponsor or Administrator.

B. Fraud; Reservation of Rights. Sponsor reserves the right to cancel, suspend, and/or modify this Sweepstakes, or any part of it, if any fraud, technical failures, or any other factors impair the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine winners from among all non-suspect, eligible entries received up to time of such action or as otherwise deemed fair and appropriate by Sponsor. Administrator, in its sole discretion, reserves the right to disqualify any individual it finds to be (a) tampering with the entry process or the operation of the Sweepstakes, (b) acting in violation of the Official Rules of this or any other promotion, or (c) acting in an dishonest, fraudulent, unsportsmanlike or disruptive manner, and to void all associated entries. The preceding remedy in no way precludes Sponsor from taking legal or

other actions against such individuals so as to protect its rights. Sponsor's failure to enforce any provision of these Official Rules in a given circumstance does not constitute the waiver of such provision.

**C. Release and Indemnity.** By participating, Entrant hereby releases the Released Parties, and agrees to indemnify, defend, and hold the Released Parties, and the other persons and entities involved in the development, production, and/or administration of the Sweepstakes, harmless, from any and all liability for losses, harm, damage, injury, costs, fees, and expenses, including without limitation, property damage, personal injury (including emotional distress), and/or death, arising from participating in the Sweepstakes, any Sweepstakes-related activity, and/or acceptance, receipt, possession or use/misuse of any prize, and for any claims or causes of action based on publicity rights, defamation, or invasion of privacy and merchandise delivery.

**FORCE MAJEURE.** If, for any reason, the Sweepstakes (or any part thereof) is not capable of running as planned by reason of computer virus, bug, system malfunction, tampering, unauthorized intervention, fraud, technical failures, fire, flood, earthquake, storm, natural or man-made-epidemic of health or other natural cataclysm, riot, strike, terrorist activity, civil commotion, governmental regulation, or any other causes beyond the control of Sponsor which, in its sole opinion, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Sweepstakes (or any part thereof), Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes, or to thereafter conduct the Sweepstakes by selecting the potential prize winner(s) for affected Sweepstakes drawing from among all eligible entries received for such affected Sweepstakes drawing prior to the action taken by Sponsor or otherwise in a manner which is fair, equitable and in accordance with these Official Rules, as determined by Sponsor in its sole discretion.

**DISPUTES/GOVERNING LAW.** Except where prohibited by law, Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action; (b) all claims must be resolved in the state or federal courts located in the State of California; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event including attorneys' fees; and (d) unless otherwise prohibited, under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to, any indirect, punitive, incidental, and consequential damages, or damages of any kind (other than actual out of pocket expenses), and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

**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. Heading 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.

**SPONSOR'S PRIVACY POLICY.** Entrant is providing his or her information to Sponsor. To view the Sponsor's privacy policy visit <https://www.pivotbio.com/privacy-policy> By submitting your personal information you may receive marketing e-mails from the Sponsor. You may opt-out after the first e-mail.

**WINNER LIST.** For a copy of the Official Winners List, mail a self-address stamped envelope to AKC Marketing, 8961 Thomas Ave., Johnston, IA 50131. Available after April 30<sup>th</sup>, 2020. All requests must be received by February 26, 2021.