

Avitae Energy Water “45 Days of Hydrenergy” Sweepstakes Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

1. **ELIGIBILITY:** Open to legal residents of the state of Ohio residing in Franklin, Pickaway, Fairfield, Licking, Knox, Richland, Morrow, Crawford, Marion, Delaware, Union, and Madison Counties who are 18 years of age or older at the time of entry. Void where prohibited by law. Employees of Vitality Distributing (“Sponsor”) and their respective parents, affiliates and subsidiaries, participating advertising and promotion agencies and prize suppliers (and members of those employees’ immediate family and/or those living in the same of household) are not eligible.

2. **HOW TO ENTER:** *No purchase necessary to enter or win. A purchase will not improve your chances of winning.* From 06/23/2009 through 08/06/2009, eligible participants may access the Avitae45 Twitter page at www.Twitter.com/Avitae45 and register for the Sweepstakes by Tweeting or Retweeting using the designed hash tag “#Energy45”. Entry will require the participant to (a) register for a Twitter account, (b) follow @Avitae45 Twitter updates, and (c) Tweet and/or Retweet with the designated hash tag. A maximum of one (1) hourly Sweepstakes entry for each individual is permitted. An entrant who exceeds this entry limitation will have each of the multiple entries submitted invalidated for winning consideration, and such conduct may result in disqualification of the entrant from any and all participation in this Sweepstakes (as determined by the Sponsor in the exercise of its sole discretion). Any and all Internet access and usage charges are the sole responsibility of the entrant. If for any reason the Twitter portion of the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause(s) which corrupts or affects the administration, fairness, integrity, safety, or proper conduct of the Sweepstakes, then Sponsor reserves the right, exercisable at any time in its sole discretion, to terminate, modify, or suspend the Sweepstakes. All eligible entries received by the Sponsor prior to the conclusion of the Sweepstakes period will be included in the random drawing described in the Prize Drawing section below. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, or destruction or unauthorized access to, or alteration of, any Sweepstakes entries. Sponsor is not responsible for any problems or technical malfunctions of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including (without limitation) any injury or damage to entrant’s or any other person’s computer related to or resulting from participation or downloading any materials in this Sweepstakes. In the event of a dispute as to the identity of the person who submits any on-line entry hereunder, an eligible electronic Sweepstakes entry will be considered made by the authorized account owner of the Twitter update submitted at the time of entry. Entries generated by automated devices are considered to be a direct violation of the Rules and the policies of this Sweepstakes and will result in the immediate and automatic disqualification from this Sweepstakes of any and all associated entries.

3. **PRIZE DRAWING:** On or around 08/05/2009, the Sweepstakes administrator will randomly select one (1) potential Grand Prize Winner and ten (10) First Prize Winners. Forty five (45) Second Prizes Winners will be selected on a daily basis starting 06/22/2009 and ending 08/05/2009. The Sponsor will contact each potential winner via Twitter with the URL to a winner verification page. Each potential winner is required to submit the winner verification information in order to distribute prizes and verify eligibility. Each potential winner is subject to verification of eligibility and compliance with these Official Rules before receiving any prize. In the event that Sponsor is unable to contact a potential winner after the third attempt, or in the event a potential winner is unable to or unwilling to accept the prize to be awarded to him/her for any reason, Sponsor reserves the right to randomly select an alternate potential winner or not award the prize in question. All decisions of the Sponsor regarding the Prize Drawing and any and all other aspects of the Sweepstakes shall be final, binding, and non-appealable. The odds of any Sweepstakes participant receiving a Prize will be determined by the total number of eligible Sweepstakes entries received. All confirmed winners must take delivery of Avitae Energy Water prize items by visiting Vitality Distributing at 7003 Post Road, 4th Floor, Dublin, OH, 43016 and presenting a valid form of identification. All prizes must be collected within thirty (30) days of the end of the Sweepstakes. Any unclaimed prizes will not be awarded.

4. **PRIZES AND APPROXIMATE RETAIL VALUE:** There are seventy one (71) prizes.

1 Grand Prize: The Grand Prize will consist of one of the following Grand Prize Options and a one (1) year supply of Avitae (12 cases). Approximate retail value of the one (1) year supply of Avitae is \$431.28.

(A) Grand Prize Option A: High Energy Ticket Package at Promo West. Option 1 includes two (2) tickets to every concert held from 08/15/2009 to 12/31/2009. Approximate retail value of the High Energy Ticket Package is \$480.

(B) Grand Prize Option B: Easton Shopping Spree. Option 2 includes a \$1,000 Easton Shopping Center Gift Card redeemable at Easton Town Center with merchants, restaurants, entertainment venues, and participating tenants who accept Easton Gift Cards.

The Grand Prize Winner will have the option of selecting either Grand Prize Option A or Grand Prize Option B. Both Grand Prize Options will not be awarded. The Grand Prize Winner will have up to five (5) business days to reach a final decision regarding the Grand Prize Option they choose to select.

10 First Prizes: Each First Prize will consist of a one (1) year supply of Avitae (12 cases). Approximate retail value of the one (1) year supply of Avitae is \$431.28. Approximate retail value of all ten (10) First Prizes is \$4,312.80.

45 Second Prizes: Each Second Prize will consist of four (4) Avitae four packs. Approximate retail value of four (4) Avitae four packs is \$23.96. Approximate retail value of all forty five (45) Second Prizes is \$1,078.20.

The Prizes (or any other prize awarded hereunder) cannot be assigned, transferred, exchanged, or redeemed for cash; provided, however, that Sponsor specifically reserves

the right (exercisable at any time and for any reason, in Sponsor's sole discretion) to substitute a different item(s) in place of the Prizes, such substitute item(s) to be of substantially equivalent or greater value than the approximate retail value of the Prizes.

5. **CONDITIONS OF PARTICIPATION:** No more than the number of prizes set forth in these Official Rules will be awarded. Entries not legitimately submitted in accordance with these Official Rules are void. Use of any automated system to participate is prohibited and will result in disqualification.

Each winner will be subject to verification by Sponsor or its administrator, whose decisions are final and binding. A participant is not a winner of any prize unless and until said participant's eligibility and the potential win has been verified and said participant has been notified that verification is complete and any documentation necessary for verification has been submitted to Sponsor or its administrator for verification. All federal, state and local laws and regulations apply.

Participants agree to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this Sweepstakes. The grand prize winner must sign and return an Affidavit of Eligibility and Liability Release, which must include the winner's social security number for tax reporting purposes, and, where lawful, a publicity release within five business days following the date of notification of winning. Failure to comply with this deadline may result in forfeiture of the prize. Unclaimed prizes will not be awarded. Return of any prize as undeliverable may result in disqualification.

Acceptance of a prize constitutes permission for Sponsor and its agencies to use a winner's name and/or likeness for advertising and promotional purposes without additional compensation, unless prohibited by law. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

6. **INDEMNIFICATION:** Each winner agrees, by accepting the prize, and each participant agrees, by participating in this Sweepstakes, to release, discharge, indemnify and hold harmless Sponsor and each of its officers, directors, employees, representatives, agents, advertising and promotional agencies from and against any and all liability for any injuries, loss, or damage of any kind to person, including death, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use, or misuse of a prize, participation in any Sweepstakes-related activity, or participation in this Sweepstakes. Void where prohibited.

7. **LIMITATIONS OF LIABILITY:** IN NO EVENT WILL SPONSOR, OR ITS PARENTS, AFFILIATES, SUBSIDIARIES, ADVERTISING OR PROMOTIONAL AGENCIES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, OR AGENTS, OR PRIZE SPONSORS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT THIS SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, ANY PRIZE WON IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING

BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties, so some of the above limitations or exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding these limitations or exclusions.

8. GOVERNING LAW; DISPUTES: By entering the Sweepstakes, each participant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court located in Franklin County, Ohio; and (ii) in addition to the limitations in Section 7 of these Official Rules, 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 attorneys' fees. Except where prohibited by law, all issues concerning the construction, validity and enforcement of these Official Rules, or the rights and obligations of the participant and Sponsor, shall be construed and governed by the laws of the state of Ohio, without regard to conflicts of law rules.

9. PRIVACY: By entering, each participant agrees to Sponsor's possible use of participant's personal information as described in Sponsor's Privacy Policy at www.avitae45.com/privacy.php.

10. WINNERS LIST: For the names of the winners, send a separate self-addressed, stamped envelope to: Avitae Energy Water "45 Days of Hydrenergy" Sweepstakes Winners List, c/o SCA Promotions, 3030 LBJ Freeway, Suite 302, Dallas, Texas 75234. Requests must be received by 08/05/2010.

11. SPONSOR: Vitality Distributing, 7003 Post Road, 4th Floor, Dublin, OH, 43016