

1/1/17

BAI® & Spafinder Wellness 365® Offer

#### Official Terms and Conditions

By participating in the BAI™ and Spafinder Wellness 365 Offer (“Offer”), you represent that you have read these official Terms and Conditions (“Terms”), and that you agree to abide by and be bound by them and by the decisions of the Sponsor, which shall be final and binding in all matters relating to the Offer.

**Purchase Period:** Consumers must make their qualifying purchases starting at 12:00 a.m. Eastern Time (“ET”) on January 1, 2017 until 11:59 p.m. ET on March 31, 2017 (“Promotion Period”). Sponsor’s computer will serve as the official timepiece for the Offer.

**Submission Period:** Consumers must submit their qualifying receipt on or before 11:59 p.m. April 30, 2017.

**Redemption Period:** Consumers may redeem Claim Codes between 12:00 a.m. ET on January 1, 2017 and 11:59 p.m. ET on May 31, 2017 (“Redemption Period”).

**Eligibility:** Offer open only to individuals who are legal residents of and physically residing in one of the 50 United States or District of Columbia who are at least 18 years of age or older (19 or older in AL and NE) on date Claim Code is redeemed. Offer is void outside the 50 U.S./ D.C. and where prohibited by law.

**How to Participate:** During the Promotion Period, purchase Three (3) BAI™ individual bottle products in one transaction with a minimum spend of \$5. Does not include multi-packs or product sold in bulk. After purchase, snap a picture of your original, dated receipt which needs to include: store name and address, date and time of purchase, receipt total and indicate that three eligible products have been purchased and either email or text the picture of the receipt to [bai@drvsusa.com](mailto:bai@drvsusa.com) for verification of purchase. If the receipt is submitted via text, once verified, you will receive (1) one verification text containing your Spafinder Wellness 365 claim code (Claim Code™). Standard message and data rates may apply to text messages. If the receipt is submitted via email, you will receive back (2) emails, (1) one email verifying that your submission was received and once verified, you will receive (1) one verification email containing your Spafinder Wellness 365 claim code. By submitting your receipt you are agreeing to receive a minimum of two emails and one text back about your submission for this offer.

**Your Claim Code and redemption form must be received by 11:59 p.m. ET on April 30, 2017.**

Visit [www.spafinder.com/bai](http://www.spafinder.com/bai) and follow the directions provided to enter the Claim Code included in the verification email or text, complete the online offer redemption form and submit to receive one (1) \$20 value Spafinder Wellness 365 Promotional eGift Card. Spafinder Wellness 365 Promotional eGift Cards will be delivered via email. Once received, Spafinder Wellness 365 Promotional eGift Cards must be opened, printed (preferred) or displayed on phone and presented at your chosen location on or before May 31, 2017. Transportation to/from a Spafinder Wellness 365 location will not be provided and will be offer recipients’ sole responsibility. Spafinder Wellness 365 Promotional eGift Card are subject to certain terms and conditions as specified thereon, and to such other terms and conditions as may be specified by Spafinder Wellness 365. Spafinder Wellness 365 Promotional eGift Cards may only be redeemed at participating Spafinder Wellness 365 locations. For a list of participating Spafinder Wellness 365 locations in your area, please visit <http://spafinder.com/readytospa>. Participating locations are subject to change. Offer recipient must comply with all location rules and regulations. Failure to

do so may result in removal from Spafinder Wellness 365 location. Retail Value: \$20 each. If the good or service for which you use your Spafinder Wellness 365 Promotional eGift Card is less than \$20, you will receive a location credit for the balance but will not receive the difference in value in cash or any other form.

General Conditions: Proof of submission of receipt or Claim Code will not constitute proof of receipt. Offer may be withdrawn at any time without prior notice. In the event of such early termination, a notice will be provided at [www.spafinder.com/baj](http://www.spafinder.com/baj). Sponsor reserves the right to alter or modify the offer at its discretion. **Limit two (2) Spafinder Wellness 365 Promotional eGift Card per person / family / household.** Each Spafinder Wellness 365 Promotional eGift Card must be obtained separately in compliance with these Terms, using different proofs of purchase. Not combinable with any other Spafinder offer and cannot be redeemed for cash. Not transferable. No substitutions will be made except by Sponsor, who may substitute an item of equal or greater value if the Spafinder Wellness 365 Promotional eGift Card should become unavailable for any reason.

No groups, clubs, newsletters or organizations may participate in this Offer. By participating in this Offer, each participant agrees to release, indemnify and hold harmless Sponsor, Spafinder Wellness, Inc., their respective affiliates, subsidiaries, advertising and promotion agencies, and the directors, officers, employees and assigns of each of the foregoing (collectively, the "Released Parties"), from and against any and all claims, damages and liability of any kind arising from or in connection with participation in this Offer and the acceptance, possession or use/misuse of a Spafinder Wellness 365 Promotional eGift Card, and participant assumes all liability in connection therewith. Released Parties are not responsible for any typographical, production, human or other errors in any printing or advertising related to the offer, or in the administration of the offer.

Released Parties are not responsible for: warranties, representations or guarantees, express or implied, in fact or in law, relative to the Claim Codes or Spafinder Wellness 365 Promotional eGift Cards, including but not limited to their quality, condition or fitness for a particular purpose; or the failure or refusal of a Spafinder Wellness location to accept a Spafinder Wellness 365 Promotional eGift Cards for any reason. If, for any reason, a consumer is refused by a Spafinder location, the received Claim Code can be used for goods sold at Spafinder Wellness' online affiliate [www.yogahyde.com](http://www.yogahyde.com).

Released Parties are not responsible for injury or damage to participants' or to any other person's computer or mobile device related to or resulting from participating in this Offer.

Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled offer forms, Claim Codes, Spafinder Wellness 365 Promotional eGift Cards, redemptions or downloads; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), websites, or other connections, availability, accessibility or failures of computer, satellite, telephone or cable transmissions, line or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or error of any kind whether human, mechanical, electronic, typographical, printing or other errors relating to or in connection with the Offer, including, without limitation, errors which may occur in connection with the administration of the Offer, the downloading of products, the distribution of Claim Codes, or which may occur in any other offer-related materials. Persons who tamper with or abuse any aspect of the Offer, as solely determined by Sponsor, will be disqualified. Should any portion of the Offer be, in Sponsor's sole opinion, compromised by bugs, virus, worms, non-authorized human intervention or other causes, which, in the sole opinion of Sponsor, corrupt or impair the administration, security, fairness or proper conduct of this Offer, Sponsor reserves the right at its sole discretion to terminate the offer. CAUTION: Any attempt by any person to deliberately damage any website or undermine the legitimate operation of this Offer may be a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek

damages and other remedies (including attorneys' fees) from any such person to the fullest extent of the law.

By participating, you agree as follows:

This Offer will be governed by the laws of the State of New Jersey whose courts shall have exclusive jurisdiction in the event that any dispute arises regarding the Offer or any component thereof. Any action by you or any third party brought to enforce these Rules shall be resolved individually, without resort to any form of class action, exclusively by the appropriate state and federal courts located in New Jersey, and you expressly consent to the jurisdiction of said courts and waive any objections to personal jurisdiction. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred including, without limitation, costs associated with taking part in the offer but in no event attorneys' fees or costs. To the extent allowed by applicable law, under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages other than for actual out-of-pocket expenses and any and all right to have damages multiplied or otherwise increased.

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.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Offer-related materials or notifications and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

Offer is subject to all applicable federal, state and local laws.

Sponsored by: BAI Brands LLC  
1800 East State Street  
Trenton, NJ 08609

Spafinder is a registered trademark of Spafinder Wellness

All trademarks used herein are the property of their respective owners.