

**Atkins® Points**  
**Quarterly Giveaway Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE AN INDIVIDUAL'S CHANCES OF WINNING.** You understand that you are providing your information to Simply Good Foods USA, Inc. (the "Sponsor")

**1. Eligibility:** Atkins Points Quarterly Giveaway (the "Giveaway") is open to legal U.S. residents of the 50 United States and the District of Columbia ("U.S."), who are located in the U.S. and are at least eighteen (18) years of age or older (19 in Alabama and Nebraska; 21 in Mississippi) at the time of entry. The Giveaway is governed by U.S. law and is subject to all applicable federal, state and local laws and regulations. Officers and directors of Sponsor and its respective parents, affiliates, subsidiaries, advertising, promotion agencies, and such employee's immediate family members and/or those living in the same household are not eligible to participate. Void where prohibited. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Timing:** Giveaway periods will begin every quarter in a calendar year until further notice. Sponsor reserves the rights to terminate at any time.

Each quarter begins at 12:01:00 p.m. Pacific Standard Time ("PST") on the respective start date and ends at 11:59:59 p.m. PST on the respective end date (the "Giveaway Period"). Atkins Community servers are the official time-keeping devices for the Giveaway.

**3. Agreement to Official Rules:** Participation constitutes entrant's unconditional agreement to these Official Rules and Sponsor's decisions, which are final and legally binding in all respects.

**4. How to Enter:** During the Giveaway Period, you may enter by the following:

1. Log in to Atkins Community at <https://www.atkins.com/plans-and-groups> (or register for a free account if you are not currently a member)

2. Join the official "Choose Wisely Challenge"

- Points earned from challenge per quarter will not exceed 200 points.

3. Participate in daily challenge activities, track your daily activities or spin the bonus wheel to earn points.

**5. Winner Selection/Prizes/Odds:** Odds of winning depend on the number of participants. If you have been a selected Prize Winner in any of the past Atkins Giveaways you will not be an eligible Prize Winner for future Giveaways.

Three (3) winners (collectively each a "Prize Winner") listed below will be chosen in a random drawing from among all participants who earn the highest value of points throughout each Giveaway Period.

One (1) Grand Prize Winner will receive a \$500.00 USD cash prize. Payable in the form of a check.

One (1) 2<sup>nd</sup> place winner will receive:

- Atkins Bestsellers Four Week Bundle supply of our bestselling bars, shakes and treats.
- Approximate Retail Value: \$118.59. Shipping and Handling included.

One (1) 3<sup>rd</sup> place winner will receive:

- Atkins Two Week Starter Bundle supply of our bestselling bars, shakes and treats.
- Approximate Retail Value: \$69.97. Shipping and Handling included.

Winner is responsible for any and all local, state and/or federal taxes, as well as any other costs and expenses not specified herein as being awarded. Prize will be awarded only if the potential prize winner(s) fully complies with the Official Rules. Prizes are non-assignable and non-transferable and have no cash value. Sponsor reserves the right in its sole discretion to substitute prize(s) of comparable value if any prize listed is unavailable, in whole or in part, for any reason.

**6. Winner Notification:** Entrants need not be present at drawing. Prize Winner(s) will be notified via email provided at time of registration. In order to receive the Prize, Prize Winner(s) must respond to the emailed message from Sponsor with a valid mailing address (P.O. Boxes not permitted) and phone number. Such response must be received by Sponsor within three (3) days of the date notice or attempted notice is sent. Sponsor shall have no liability for any potential prize winning notification that is lost, intercepted or not received by any potential winner for any reason. If, despite Sponsor's reasonable efforts, any potential Prize Winner(s) does not respond within (3) days of the first notification attempt made by Sponsor, he or she will automatically forfeit his or her prize and an alternate winner may be selected. If any potential Prize 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 Prize Winner will be disqualified and an alternate Prize Winner may be selected.

**General Prize Restrictions/Conditions:** By entering, each entrant agrees for entrant and for entrant's heirs, executors, and administrators (A) to release and hold harmless, Simply Good Foods USA, Inc. , and their respective officers, directors, and employees (collectively, "Released Parties") from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from such entrant's participation in the Giveaway and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (B) that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose; and (C) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Giveaway itself, and to be bound by all decisions of the Sponsor, which are binding and final. Failure to comply with these conditions may result in disqualification from the Giveaway at Sponsor's sole discretion.

**7. Publicity Release:** Except where prohibited, participation in the Giveaway constitutes each recipient's consent to Sponsor's use of recipient's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, in perpetuity, without further payment or consideration, and entrant releases Sponsor from all claims arising out of the use of such information.

**8. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Giveaway, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Giveaway, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the registration process or the operation of the Giveaway or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Giveaway may be a

violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Any information you provide in connection with the Giveaway may be used in accordance with Sponsor's Privacy Policy. Entering the Giveaway constitutes acceptance of these Official Rules and Sponsor's Privacy Policy, which can be found here <https://www.atkins.com/privacy-policy>.

**9. Limitations of Liability:** Sponsor is not responsible for, and entrant hereby releases Sponsor from any claims arising from: (i) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (ii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iii) unauthorized human intervention in any part of the process or the Giveaway; (iv) electronic or human error which may occur in the administration of the Giveaway or the processing of entries; (v) any injury or damage to persons or property, including but not limited to entrant's computer, hardware or software, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Giveaway and/or receipt or use of misuse of any prize. The Sponsor reserves the right to cancel, modify, or suspend this Giveaway at any time.

**10. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court of Colorado; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway, but in no event attorneys' fees; and (3) unless otherwise prohibited, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives 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 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 Giveaway shall be governed by and construed in accordance with, the laws of the State of Colorado, without giving effect to any choice of law or conflict of law rules (whether of State of Colorado or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Colorado.

**11. Winners List:** To obtain the name of the Winners, send a self-addressed stamped envelope to: Atkins® Points Quarterly Giveaway, 1225 17th Street, Suite #1000, Denver CO 80202. All such requests must be received one week after each quarter ends.

**12. Sponsor:** Simply Good Foods USA, Inc.