

SILK® GOOD MORNING GIVEAWAY

OFFICIAL RULES

NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. **PROMOTION DESCRIPTION:** The **Silk® Good Morning Giveaway** (the "**Sweepstakes**") is a social media Sweepstakes that begins on 8/17/26 at 5:45:01 PM Eastern Time ("**ET**") and ends on 8/21/26 at 5:45:59 PM (ET) (the "**Sweepstakes Period**").

Throughout the Sweepstakes Period, eligible entrants will have the opportunity to enter the Sweepstakes by posting a comment in response to the in-feed Sweepstakes post by the **Silk®** account on Instagram (**@silk**), tag a friend in the comment ("**Tag**") along with the hashtag **#SilkEntry** ("**Hashtag**"); and follow **@silk** ("**Entry**"). Entry details, prize information and restrictions are more fully set forth below.

By participating in the Sweepstakes and posting an Entry using the Hashtag, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Danone US, LLC ("**Sponsor**"), which shall be final and binding in all respects.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram.

2. **ELIGIBILITY:** Sweepstakes is open only to legal residents of the fifty (50) United States and District of Columbia and are eighteen (18) years of age or older at time of entry. Employees of Danone US, LLC, its parent company, their subsidiaries, affiliates, advertising, promotion and other agencies (collectively, the "**Promotion Entities**"), and their immediate family members and/or those living in the same household of each are not eligible to participate. Void where prohibited or restricted by law or these Official Rules. All federal, state, and local laws and regulations apply.
3. **HOW TO ENTER:** You may enter the Sweepstakes one-time during each Monthly Entry Period via Instagram by going to <https://www.instagram.com>. Log into your public Instagram account, go to the **Silk®** account on Instagram (**@silk**), and post your Entry by making a comment in response to the in-feed Sweepstakes post by the **Silk®** account posted during the Sweepstakes Period, along with the hashtag **#SilkEntry**; follow **@silk** on Instagram and Tag a friend with your comment. You must be a registered Instagram member to enter via the Instagram method of entry. Instagram account registration and Sweepstakes entry is free. **Direct any questions, comments, or complaints regarding the Sweepstakes to Sponsor, not Instagram.** Limit one (1) Entry per person/social media account in the Sweepstakes.

Each Entry must meet the following “**Entry Requirements**” (any Entry that, in Administrator or Sponsor’s sole and absolute discretion, violates the following criteria will be disqualified):

- Entry must be posted by a non-private social media account in response to the **Silk®** account's sweepstakes post on Instagram during the Sweepstakes Period; the social media account required for with this Sweepstakes can be obtained for free at the respective social media platform or in the applicable app store;
- Entrant must be the rightful owner of the social media account associated with the Entry;
- Entry must comply with the social media platform’s terms and conditions as posted on the respective social media platform;
- Entry must NOT contain subject matter which is, or could be considered, in the sole discretion of the Promotion Entities, obscene, pornographic, violent (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), defamatory, libelous, discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g., illegal gambling, underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, hateful, degrading, harassing, or otherwise unlawful, tortious or objectionable;
- Entry must NOT contain any derogatory references to any of the Promotion Entities.

Note: Sponsor reserves the right, in its sole discretion, to disqualify any Entry in the Sweepstakes if Sponsor views the Entry as potentially infringing or otherwise a violation or potential violation of a third party’s rights or if it deems the Entry to be lacking in taste, quality, or to be otherwise objectionable.

Entrants understand that they are posting their Entry at their sole risk. Sponsor is not responsible for any claims arising from the Entry, specifically including, but not limited to, claims for intellectual property infringement and privacy rights violations, as well as violations of the respective social media platform’s terms and conditions.

Proof of entry is not considered proof of delivery to or receipt of such entry. Furthermore, Sponsor shall have no liability for any entry that is lost, intercepted or not received by the Sponsor.

4. **WINNER SELECTION AND NOTIFICATION:** The potential Prize winners (as described in Rule #8) will be randomly selected from all eligible entries received during the Sweepstakes Period on or about 8/24/26. Any potential winner will be the entrant of the Entry that is randomly selected as a winning entry, subject to eligibility verification. Potential winners will be notified via direct message via the social media platform associated with their entry in approximately three (3) business days of the random drawing with instructions on how to verify eligibility and claim the prize using contact information provided or collected at the time of entry. The potential prize winners will be notified by email and/or phone, using contact information provided at

the time of entry. If prize notification is returned as undeliverable, Sponsor is unable to contact a potential winner or a potential winner is not in compliance with these Official Rules, such prize will be forfeited and, at Sponsor's discretion, an alternate winner may be selected for the applicable prize. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by the potential winner for any reason. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential winners of each prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If a potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such potential prize winner will be disqualified and an alternate prize winner may be selected.

5. **REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION/LIABILITY RELEASE:** Each entrant represents and warrants as follows: (i) the Entry is the entrant's own original, previously unpublished, and previously unproduced work; (ii) the Entry is wholly original with the entrant; and (iii) the Entry does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. By participating in the Sweepstakes, each entrant unconditionally warrants that his/her Entry complies with and abides by the entry requirements as provided in the Official Rules. Each entrant hereby agrees to indemnify and hold the Promotion Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE THAT SPONSOR, INSTAGRAM, AND THEIR AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING AGENCIES, WEBSITE PROVIDERS, WEB MASTERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (THE "**RELEASED PARTIES**") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS SWEEPSTAKES OR IN ANY SWEEPSTAKES RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM. BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT,

INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

6. **GRANT OF RIGHTS:** Each entrant into the Sweepstakes hereby irrevocably grants to Sponsor, its designees, affiliates, successors and assigns, the non-exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete or display the Entry and/or in any media now known or hereafter devised including, but not limited to all forms of electronic media, print media and all forms of internet and wireless protocol in perpetuity and throughout the universe for advertising, marketing, publicity and promotional purposes in connection with the Sweepstakes and other promotions. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Submission for any purpose which Sponsor deems necessary or desirable, and each entrant irrevocably waives any and all so-called moral rights they may have therein.
7. **PUBLICITY RELEASE:** By participating in the Sweepstakes, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant or winner of the Sweepstakes, each entrant irrevocably grants the Promotion Entities and their respective successors, assigns and licensees, the right to use such entrant's name, likeness, and biographical information in any and all media for any purpose, including without limitation, advertising and promotional purposes, without further compensation, notification, or permission in perpetuity and hereby releases the Promotion Entities from any liability with respect thereto.
8. **PRIZES/APPROXIMATE RETAIL VALUES (ARV)/ODDS:** Ten (10) Prizes are available. Each Prize consists of one (1) **Silk®** branded Smoothie Cup (ARV \$11.50), one (1) Blend/Jet Portable Blender (ARV \$26.61), one (1) Theragun Mini Massage Gun (ARV \$223.30), one (1) Fitbit Charge 6 (ARV \$136.00), and one (1) \$50 Instacart gift card (ARV \$50) (each, a "**Prize**"). Total ARV of each Prize \$447.41. Total ARV of all Prizes \$4,477.10. Gift card is subject to the terms and conditions associated with it use. No cash equivalents, substitutions or transfer of any prize permitted except that Sponsor reserves the right to substitute a prize of equal or greater value. The odds of winning a Prize depend on the number of eligible entries received during the Sweepstakes Period. All applicable federal, state and local taxes on any prize is the sole responsibility of the prize winner. Unclaimed prizes will not be awarded. All applicable federal, state, and local taxes on prize are the sole responsibility of the prize winner. Limit one (1) prize per person in the Sweepstakes.
9. **GENERAL:** If prize notification or prize is returned as non-deliverable, prize may be forfeited and an alternate winner may be selected, in accordance with these Official Rules. No correspondence will be acknowledged. No cash equivalents, substitutions or transfer of prize permitted except that Sponsor reserves the right to substitute a prize of equal or greater value in the event that an offered prize is unavailable for any reason. By participating in the Sweepstakes, each entrant agrees that the Promotion

Entities (i) shall not be responsible or liable for any losses, damages or injuries of any kind resulting from participation in the Sweepstakes or in any Sweepstakes related activity, or from entrant's acceptance, receipt, possession and/or use or misuse of any prize, and (ii) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize and specifically disclaim all such warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. The Promotion Entities assume no responsibility for any damage to an entrant's or any other person's computer system which is occasioned by participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, websites, social media platforms or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical or other error in the offering or announcement of the prize or in any prize notification documents, or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. If, for any reason, the Sweepstakes is not capable of running as planned, including, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right in its sole discretion to cancel, terminate, modify, suspend or extend the Sweepstakes and, in the event of any termination or cancellation, select the winners from among all eligible, non-suspect entries received prior to the termination or cancellation provide a sufficient number of eligible Entries have been received. Any attempt by an entrant or any other individual to deliberately undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person in connection with the Sweepstakes, is in violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to disqualify the applicable individual and seek damages and other remedies from any such person to the fullest extent permitted by law. If any provisions of these Official Rules are determined to be invalid or unenforceable, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained herein.

10. **GOVERNING LAW/JURISDICTION:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR

PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

11. **PRIVACY:** For information about how the Sponsor uses your personal information, please see its privacy policy, located at <https://www.danonenorthamerica.com/privacy-policy.html>. By participating, you acknowledge that your personal information will be processed by Danone North America Public Benefit Corporation, its affiliates, and subsidiaries (collectively "DNA PBC") for purposes of this Sweepstakes, and for other purposes in accordance with Danone's Privacy Policy. Your information may be shared with trusted partners to fulfill these purposes.
12. **WINNERS' LIST:** For names of winners, send a self-addressed, stamped envelope by 1/20/27 to: **Silk® Good Morning Giveaway**, Attn: Winner's List, Danone US, LLC, 1 Maple Ave., 3rd Floor, White Plains, NY 10605. Winners' list to be available after 11/20/26.
13. **SPONSOR:** Danone US, LLC, 1 Maple Avenue, 3rd Floor, White Plains, NY 10605.

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