

**Bang Energy Presents
"The Bang Energy Back To
School 2021 Sweepstakes"**

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

VOID WHERE PROHIBITED.

1) SPONSOR: The Bang Energy Sweepstakes (the "Sweepstakes") is sponsored and administered by Vital Pharmaceuticals, Inc., d/b/a Bang Energy ("Sponsor"), 1600 N. Park Drive, Weston, FL 33326.

2) PROMOTION PERIOD: The Sweepstakes begins on July 19, 2021, at 9:00:00 AM Eastern Time ("ET") and ends on July 23, 2021, at 11:59:59 PM ET (the "Promotion Period"). Sponsor's computer is the official timekeeper for the Sweepstakes.

3) ELIGIBILITY: The Sweepstakes is open only to legal residents of the 50 United States and the District of Columbia (excluding residents of Puerto Rico, overseas military installations, and other U.S. territories) who at time of entry can provide proof of residence. Employees of Sponsor, prize providers, advertising and promotion agencies, and their respective parent, subsidiary and affiliated companies, agents, representatives, officers, directors, shareholders, and employees that are involved in the development or execution of the Sweepstakes (collectively, the "Released Entities"), and the immediate families (spouse and parents, children and siblings, and their respective spouses regardless of where they live) and individuals living in the same households, whether related or not, of the Released Entities are not eligible to enter or win a prize. By entering and participating in the Sweepstakes (individually, "you" or "Entrant", and, collectively, "Entrants"), you agree to be bound by these Official Rules and by Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Void where prohibited or restricted by law, or where Sponsor would be subject to a tax by law. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

4) HOW TO ENTER: To enter the Sweepstakes, follow the directions as noted below:

1. Step 1. Share the Back to School Sweepstakes Promotion Post on your Instagram story. The Back to School Promotion Post will be available through the @BangEnergySweepstakes Instagram page.

Participation in the Sweepstakes requires an account on Instagram that is set to "public". If you do not have an account, visit Instagram, at www.instagram.com, to create one. There is no fee or charge to become a registered user. By submitting your information and creating an account, you agree to the terms of use and privacy notice. If you do not agree to such terms of use and privacy notice, you cannot create an account or participate in the Sweepstakes. You can return your account to "private" any time after the winner is announced. Usage of Instagram may require a mobile device and, therefore, you may be charged for standard data rates according to the terms and conditions in your agreement with your wireless carrier. You agree to incur any and all charges demanded by your wireless carrier. You should also check your device's features for capabilities and check the device manual for specific use instructions.

2. Step 2. Visit the page on Instagram (@BangEnergySweepstakes) and follow all of the Instagram accounts that @BangEnergySweepstakes is following.
3. Step 3. After the completion of Step 1 and 2, go to www.BangEnergy.com/Sweepstakes and follow the instructions to complete and submit the online entry form. You must complete and submit the entry form as instructed to be eligible. As part of the Sweepstakes entry process, Entrants will be required to indicate that they have read, accept, and agree to be bound by these Official Rules.

By completing Step 1 and successfully submitting a completed entry form as directed in Step 2, you will receive one (1) entry (the "Entry") into the Sweepstakes. There is a limit of **one (1) entry** per Entrant throughout the Promotion Period. Entrants irrevocably grant to Sponsor, its affiliates, agents and licensees, the royalty-free right and permission to unconditionally and perpetually reproduce, store, transmit, publish, display, use or reuse your name and prize information, as well as any other information or materials arising out of your participation in the Sweepstakes for advertising, promotional, commercial, publicity and/or any other purposes (without limitation), in any and all media now or hereafter known, in any language, throughout the world, as lawfully applicable, and in any manner without further review, notice, approval, consideration or compensation of Entrant. By participating, Entrants further release Sponsor from any future claims arising out of any use or disclosure of Entrants' participation consistent with these Official Rules. By participating, Entrants acknowledge and agree that Entrants will not now or in the future be paid or compensated in any way for participation or for granting the Sponsor any of the rights set out in these Official Rules, whether chosen as a winner or not. Entrants further agree that Sponsor is not obligated to make use of any of the rights granted in these Official Rules.

The person submitting the Entry must be the authorized account holder of both the Instagram account and email address submitted at the time of Entry; otherwise, the Entry may be deemed void. Multiple entrants are not permitted to share the same Instagram Account and/or email account. In the event of a dispute over the identity of the potential winner, the Entry will be declared made by the authorized account holder of both the Instagram account and email address used for the Entry, and the potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such Instagram and/or email account. The "authorized account holder" is the natural person assigned to the applicable Instagram account by Instagram and/or assigned to the email address by an internet access provider, online service provider, or other organization that is responsible for assigning email addresses or the domain associated with the submitted email address. Proof of submission of the Entry does not constitute proof of receipt of the Entry. Multiple accounts may not be used, and anyone found to use multiple accounts to enter will be deemed ineligible. All entries become the property of Sponsor and will not be acknowledged or returned.

5) RANDOM DRAWING: On or about July 26, 2021, three (3) potential winners of the Grand Prize (defined below) will be selected in a random drawing from among all eligible entries received during the Promotion Period. The random drawing will be conducted by Sponsor, whose decisions on all matters pertaining to the Sweepstakes are final. Odds of winning a prize depend on the total number of eligible entries received. The potential winners are subject to eligibility verification and compliance with these Official Rules.

6) PRIZE: There will be **three (3) Grand Prizes** offered in the Sweepstakes. The prizes will consist of a package consisting of: an Apple® MacBook Pro® 13.3", an Apple Watch®, an Apple® AirPods Pro®, as well as swag items bearing the BANG® energy drink brand. The maximum Approximate Retail Value ("ARV") of each Grand Prize is \$2,153.58. The Apple® MacBook Pro® and Apple® AirPods Pro® that are part of each Grand Prize will be wrapped with branding depicting the BANG® energy drink brand.

The actual prize specifics are subject to availability and are at the sole discretion of Sponsor.

7) PRIZE RESTRICTIONS: No substitutions, cash equivalents, or transfer of the Grand Prizes is permitted except at the sole discretion of Sponsor, which reserves the right, where lawful, to substitute the prize with one of comparable or greater value, except as otherwise provided herein if the advertised prize becomes unavailable. The Grand Prizes may not be sold, bartered, or exchanged by the winners. Further, the winners may not remove or modify, and are required to keep, the wrap on the Grand Prizes for at least **one (1) year** after accepting possession of the prizes. Failure to adhere to the foregoing wrap restriction may result in prize forfeiture and selection of an alternate potential winner, as determined by Sponsor in its sole discretion. Sponsor will be responsible for all delivery charges of the Grand Prizes from the location of the prize to the winner's residence or any other location agreeable to Sponsor.

Other than the manufacturer's limited warranty, Sponsor does not make, nor in any manner is responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Grand Prizes, including to its quality, fitness for purpose or mechanical condition. The Grand Prize winners will be provided instructions from Sponsor on delivery of the Grand Prize. If the Grand Prize is unclaimed within a reasonable time after notification from Sponsor, as determined by Sponsor in its sole discretion, it will be forfeited and, time permitting, an alternate potential

winner of the Grand Prize may be selected from the remaining eligible entries as determined by Sponsor in its sole discretion.

All taxes and other expenses, costs, or fees associated with the acceptance and/or use of the Grand Prize are the sole responsibility of the Grand Prize **winners**. Likewise, the **winners** will be solely responsible for all applicable tax liabilities (including federal, state, local and/or income taxes) arising from the prizes.

Sponsor is not responsible for damage to the Grand Prize after it has been delivered to the confirmed winners. All details of the prize not specified herein shall be determined solely by Sponsor.

8) WINNER NOTIFICATION AND PRIZE FULFILLMENT: The potential Grand Prize winners will be randomly selected by Sponsor and then, upon verification of compliance with these Official Rules, contacted by Sponsor in writing via letter or email and will be required to complete, sign, and return the following documents: [1] an affidavit of eligibility and liability release and where legal, a publicity release; and [2] an Internal Revenue Service ("IRS") Form W-9 to include the winner's Social Security Number that will be used only for the purpose of reporting the winner's prize earnings to the IRS (collectively, the "Documents"). If the potential Grand Prize winners (i) cannot be contacted after a reasonable attempt has been made by Sponsor (as determined in Sponsor's sole discretion) or (ii) fails to complete and return the Documents by the date stated in the prize notification, or (iii) refuses the prize, or (iv) the prize or prize notification is rejected or returned as undeliverable, then the potential Grand Prize winner will be disqualified and will automatically forfeit without further notice all rights to be deemed a winner and an alternate potential Grand Prize winner will be notified, time permitting, at Sponsor's sole discretion. Upon prize forfeiture, no compensation will be given. Only three (3) random drawings to select an alternate Grand Prize winner (if necessary) will be conducted, after which, the applicable prize will remain un-awarded. The prize will be fulfilled by Sponsor within 1 to 2 weeks after verification, barring any circumstances beyond Sponsor's control or the winner's agreement to a different fulfillment date.

SPONSOR MAY, AT ITS OPTION, CONDUCT A CRIMINAL BACKGROUND CHECK ON THE POTENTIAL WINNERS. SPONSOR RESERVES THE RIGHT TO DISQUALIFY ANY POTENTIAL WINNER ON THE BASIS OF ANYTHING CONTAINED IN, LEARNED, OR OBTAINED AS A RESULT OF SUCH BACKGROUND CHECK. UNLESS PROHIBITED BY LAW, THE POTENTIAL WINNER WILL BE REQUIRED TO SIGN WAIVER FORMS AUTHORIZING THE RELEASE OF PERSONAL AND CRIMINAL BACKGROUND INFORMATION TO SPONSOR, AND TO COMPLETE A CRIMINAL BACKGROUND QUESTIONNAIRE TO REMAIN ELIGIBLE FOR THE SWEEPSTAKES.

9) WINNER REQUIREMENTS: Subsequent to complying with all aforementioned screenings, submitting the required Documents and receiving the Grand Prize, the Grand Prize winners will be required to [1] post a photo of the Grand Prize on his or her Instagram Feed, tagging the official Sponsor Accounts-@BangEnergy ,@BangEnergy.CEO and @BangEnergySweepstakes; [2] allow Sponsor to take a photo and/or video of the Grand Prize winners receiving the Grand Prize; and [3] maintain the Sponsor skin on the Grand Prizes for a minimum of one [1] year.

10) GENERAL: Sponsor will not enter into any correspondence with non-winning Entrants. These Official Rules prevail should there be any conflict or uncertainty relating to the Sweepstakes based on information or advice provided by any of the Released Entities.

11) CONDUCT: By entering into the Sweepstakes and/or receiving a prize, Entrants and the prize winner agree to be bound by these Official Rules and waive any rights to claim ambiguity in the Sweepstakes or these Official Rules. These Official Rules are accessible at www.BangEnergy.com/Sweepstakes throughout the Promotion Period. Failure to comply with these Official Rules will result in disqualification. Sponsor reserves the right, at its sole discretion, to disqualify any individual: (a) suspected of or in fact tampering with the Entry process or the operation of the Sweepstakes; (b) acting in any manner deemed by Sponsor to be in violation of these Official Rules; (c) acting in any manner deemed by Sponsor to constitute unsportsmanlike or disruptive behavior, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

12) LIMITATIONS OF LIABILITY: The Released Entities (as defined above in Rule #3) and Instagram assume no responsibility or liability for (a) any incorrect or inaccurate Entry information, or for any lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of the Sweepstakes; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of the Internet or any combination thereof; or (e) any injury or damage to the participant's or to any other person's computer/mobile device that may be related to or resulting from any attempt to participate in the Sweepstakes or download any materials from the Sweepstakes. If, for any reason, the Sweepstakes is not able to run through completion for any reason, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes that do or may corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, without further liability to the Entrants or third parties. In the event the Sweepstakes is cancelled, Sponsor reserves the right to award the prize from among all eligible non-suspect entries received prior to the time of the action or event warranting such cancellation. With regard to the Sweepstakes, Sponsor will only contact those Entrants deemed as the potential Grand Prize winners for purposes of winner verification and awarding of the prize.

13) ENTRANT AND WINNER RELEASES: All Entrants, as a condition of entry into the Sweepstakes, agree to release and hold harmless the Released Entities and Instagram from and against any and all liability, loss, claims, demands or actions of any kind whatsoever for injuries, damages, costs, or losses to persons or property that are or may be sustained in connection with: (a) submitting the Entry or otherwise participating in any aspect of the Sweepstakes; (b) the acceptance, receipt, ownership, use or misuse of the prize awarded; (c) any typographical or other error in these Official Rules or the announcement of the offering of the prize; and (d) any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action.

14) PRIVACY: By entering the Sweepstakes, you grant the Released Entities permission to use your personal information in accordance with Sponsor's privacy policy located at <https://bangenergy.com/privacy-policy/>. By participating in the Sweepstakes, Entrants hereby reaffirm that they have read and accepted Sponsor's privacy policy. Information collected from Entrants (such as name, postal address and email address) will not be re-used, sold or shared in any manner by Sponsor or any third parties unless Entrant has opted-in to receive additional information and marketing or promotional material from Sponsor or a third party.

15) DISPUTE RESOLUTION, CLASS ACTION WAIVER, AND NO CONSEQUENTIAL DAMAGES: The Sweepstakes is conducted in English (which will be given its everyday ordinary meaning), and each 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 resorting to any form of class action, and exclusively by the state or federal courts of Broward County, Florida**; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Sweepstakes. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, concerning the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes, and the administration of the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida. Notwithstanding anything to the contrary elsewhere in these Official Rules or provided for under applicable law, in no event shall Sponsor or any of the Released Entities be liable to any Entrant for special, indirect, incidental, consequential, or punitive damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including loss of profits or revenue, or claims of Entrants for such damages.

16) WINNER'S LIST: To receive a copy of the winner's list, which shall be available after July 29, 2021, or whenever the Grand Prize winners are confirmed and accept the prizes, send an email with subject line "BangEnergy Sweepstakes" to Paola.Herrera@bangenergy.com. All such requests must be received by August 6, 2021.

Apple®, Macbook Pro®, Apple Watch®, and Airpods Pro® are registered trademarks of Apple Inc. (“Apple”). Instagram is a registered trademark of Instagram, Inc.

The Sweepstakes is in no way sponsored, endorsed, or administered by, or in association with Apple or Instagram.

Entrants understand that you are providing your information to Sponsor, and not to Instagram or Apple.

By participating in the Sweepstakes, Entrants agree to a complete release of Apple and Instagram from any and all claims.

Any questions, comments or complaints regarding the Sweepstakes should be directed to Sponsor, at the address noted above, not Apple or Instagram.

Entrants are hereby authorized to copy these Official Rules on the condition that it will be for Entrant’s personal use only.