



## **Nature's Energy – Eco Trip to New Zeland**

### **Official Rules**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** Choose & Cruise (the "Promotion") is open only to legal residents of the fifty (50) states in the United States who are at least eighteen (18) years old at the time of entry. Employees, officers and directors of GURU Beverage Co. ("Administrator"), and their parent, subsidiary and affiliate companies, suppliers, as well as the immediate family (spouse, parents, siblings and children regardless of where they reside) and household members (whether or not related) of each such persons are not eligible to enter or win the Promotion. The Promotion is subject to all applicable federal, state and local laws and regulations and void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and all Administrators' decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of a sweepstakes (the "Sweepstakes").

**2. Sponsor:** GURU Beverage Co. 295 Greenwich Street. # 163. New York, NY 10007, USA

**Administrator:** Timbec Inc. 4200 St-Laurent blvd suite 904, Montreal, QC, H2W 2R2, Canada.

**3. Timing:** The Promotion begins on May 1, 2010 at 12:00 a.m. Eastern Time ("ET") and ends on October 1, 2010 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time keeping device for the Promotion.

**4. How to Enter:** Visit <http://www.guruenergy.com/newzeland> (the "Website") during the Promotion Period and complete and submit the registration form which must include your email address, first name, last name, valid mailing address, including street number, city, state, zip code and participation number which is found underneath any can of GURU Energy Drink, according to the instructions printed on the Website. P.O. Boxes are not permitted. Once you have successfully completed and submitted the registration form, you will receive one (1) entry into the Sweepstakes.

Limit: Each participant has the right to request and receive no more than one (1) entry into the Sweepstakes per day. Any attempt by any participant to obtain more than one entry per day by using multiple/different email addresses, identities, registrations and/or logins, or any other methods will void that participant's entries and result in their being disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations or entries, which will be disqualified. In the event of a dispute as to any registration or entry, the authorized account holder of the email address used to register will be deemed to be the registrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof that they are the authorized account holder of the e-mail associated with the winning entry. All entries become the property of the Sponsor and will not be acknowledged.



**5. Sweepstakes/Instant Win Game:** Administrator is an independent judging Organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. The Administrator will randomly select the potential Sweepstakes winner, from all eligible entries on or around October 30, 2010.

**6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHO'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL SWEEPSTAKES WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF ENTRY/WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY entry THAT is received AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE ENTRY AND IS VOID AND WILL NOT BE HONORED.**

**7. Verification of Potential Winners:** Potential winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. The potential Grand Prize (as defined below) winner of the Sweepstakes will be notified by mail, email or phone. The potential Grand Prize winner of the Sweepstakes (or such persons' parent/legal guardian if winner is a minor in his/her state of residence) will each be required to sign and return to Administrator, within ten (10) days of the date notice is sent, an Affidavit of Eligibility, Liability and Publicity Release (except where prohibited) in order to claim his/her prize. If a potential winner of the Grand prize cannot be contacted, or fails to sign and return the Affidavit of Eligibility, Liability and Publicity Release within the required time period (if applicable), or if a prize notification is returned as undeliverable, potential winner forfeits prize. In the event that the potential Grand Prize winner of the Sweepstakes is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from all the remaining eligible entries.

**8. Sweepstakes Prize:** ONE (1) GRAND PRIZE: A Gift-Card at UnikTour inc. valid for an Eco-Trip for the winner and one (1) companion for 14 days and 13 nights to New Zeland ("Grand Prize") available from April 1<sup>st</sup> 2010 to December 10<sup>th</sup> 2010 or from January 10<sup>th</sup> to March 31<sup>th</sup> 2011. A value of \$11,000 the Grand Prize package includes: Land portion based on double occupancy, flight from the United States (estimated budget subject to change), arrival transfer on the 1<sup>st</sup> day, hotel to train station transfer on the 3<sup>rd</sup> day, accommodation in standard hotels (3\*), cooked or continental breakfast every day, rental car from the 3<sup>rd</sup> to the last day, pocket money (about \$1000, this amount being subject to change depending on the value of the trip). Exclusion: everything else not specified above such as (excursions, activities, car rental pick-up fees, personal expenses and tips, meals, departure taxes, gas, insurance, etc.) shall be paid for by the winner and companion.

**9. Release:** By receipt of the Grand Prize, any winner and companion agree to release and hold harmless Sponsor, Administrator, and their respective parents, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and



each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of the Grand Prize or any portion of said Prize (including any travel related thereto).

**10. Publicity:** Except where prohibited, participation in the Promotion constitutes Winner's consent to Sponsor's and its agents' use of Winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any and all media, now or hereafter known, worldwide, in perpetuity without further consent, permission, payment or consideration.

**11. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the Grand prize at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes 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 Sweepstakes 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**12. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of the Grand Prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, provided that if it is not possible to award another entry due to discontinuance of the Promotion, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for the Grand Prize offered herein. No more than one Grand Prize will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the one Grand Prize as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the one Grand Prize by a random drawing among all legitimate, unawarded, eligible prize claims.

**13. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with the Promotion



(excluding any and all disputes, claims and causes of action arising out of or in connection with the Grand Prize awarded in the Promotion shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all disputes, claims and causes of action arising out of or in connection with the Grand prize awarded in the Promotion and/or the use thereof shall be resolved individually, without resort in any form of class action, before the Circuit Court of the Ninth Judicial Circuit in and for Orange County Florida; or, if the Circuit Court does not have jurisdiction, then before the United States Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida, having subject matter jurisdiction; (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (4) 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 and Administrator in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

**14. Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's Privacy Policy (<http://www.guruenergy.com/#/us/company/privacy.php>)

**15. Winner List:** Winner List requests will only be accepted after the end of the Promotion Period and no later than November 1, 2010. For the Winner List, visit <http://www.guruenergy.com/newzeland>

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