

Official Rules

"evian® DAY SWEEPSTAKES" SPONSORED BY DANONE WATERS OF AMERICA, INC.

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID OUTSIDE THE ELIGIBILITY AREA (LISTED BELOW) AND WHERE PROHIBITED OR RESTRICTED BY LAW.

1. Entry Period: The "evian Day sweepstakes" ("Sweepstakes") commences at 11:00 AM Eastern Time ("ET") on September 1, 2016 and ends at 7:00 PM ET on September 1, 2016 ("Sweepstakes Period"). All interpretations of these Official Rules and decisions made by Sponsor relating to the Sweepstakes are final.

2. Eligibility: The Sweepstakes is open to persons who are legal U.S. residents, attending the US Open game on September 1, 2016 ("Eligible Event"), who are at least 18 years of age at time of entry. Employees, agents, directors of Danone Waters of America, Inc. ("Danone" or "Sponsor"), and their respective parent companies, affiliated companies, subsidiaries, partners, dealers, manufacturers, distributors, sponsors, advertising agencies, promotion and administration agencies and any entity which is involved in any aspect of the creation, production, operation, execution or fulfillment of the Sweepstakes (collectively, "Sweepstakes Entities"), and their immediate families (*i.e.*, parents, spouse, siblings, children, grandparents, step parents, step children and step siblings, and their respective spouses, and those living in the same household, whether or not related) are not eligible to enter Sweepstakes. Void outside the Eligible Event and where prohibited or restricted by law.

By participating in this Sweepstakes, entrants: (a) agree to be bound by these Official Rules and by the interpretations of these Official Rules by Sponsor and by the decisions of Sponsor; (b) acknowledge compliance with these Official Rules; (c) represent and warrant that he or she meets all the eligibility criteria set forth in these Official Rules; (d) agree to comply with any and all applicable federal, state and local laws, rules and regulations; and (e) agree to release and hold harmless Sweepstakes Entities from and against any and all claims, injury or damages arising out of or relating to participation in Sweepstakes and/or the use, misuse or redemption of the Prize (hereinafter defined), and for any claim including claims based on defamation, publicity rights, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property related or other cause of action.

3. To Enter: You must be present and in attendance at the US Open 11 AM morning session on September 1, 2016. Unless specified otherwise above, all information submitted by entrants is subject to and will be treated in a manner consistent with Danone Waters of America ("DWA") Privacy Policy accessible at http://www.evian.com/en_US/8-legal-notice. By participating in Sweepstakes, entrants hereby agree that DWA may collect and use their personal information in compliance with its Privacy Policy and acknowledge that they have read and accepted the DWA Privacy Policy.

4. Odds: The odds of becoming the Sweepstakes Winner depend on the total number of entrants during the Sweepstakes Period.

5. Prize ("Prize") : The winner (hereinafter defined) will receive:

- Two (2) round trip coach class air transportation for Winner and Guest from the major airport closest to Winner's home to the destination city. Round trip ground transportation from destination airport to selected hotel will also be provided. Ground transportation from hotel to Evian Les Baines factory.
- Three (3) days and two (2) nights' hotel accommodations, based on double occupancy at the Four Seasons Hotel Geneva.
- Three (3) days and two (2) nights' hotel accommodations, based on double occupancy at the Hotel Royal- Evian Resort.
- Round trip ground transportation from destination airport to selected hotel
- Round trip coach class train tickets from Geneva to Evian Les Bains
- Round trip ground transportation in Evian Les Bains to the Evian Bottling Plant
- One (1) local tour in Geneva
- One (1) local tour in Evian Les Baines
- One (1) tour to Evian Bottling Plant

Prize will be delivered to the the Winner in the form of a voucher.

The total approximate retail value ("ARV") of the Prize is \$6,000. The ARV is subject to change based on current market conditions at time of Prize fulfillment. Any difference between the ARVs and the actual value, if any, will not be awarded.

The Prize has no equivalent cash value, is non-transferable and no substitutions will be made. Prizes must be accepted as awarded. The Sponsor reserves the right to substitute any Prize for one of equal or greater value for any reason. You are responsible for all costs not expressly described as being included as part of the Prize, such as any fee associated with the receipt and/or use of the Prize. Please allow up to four (4) weeks for delivery or fulfillment of the Prize.

Due to the nature of the Prize, you and your travel partners must travel together on the scheduled dates on the same itinerary. The Prize, including travel dates, cannot be rescheduled or substituted once reserved.

The following conditions apply to the trip:

- All fees or expenses other than those expressly mentioned above are your responsibility, including, but not limited to, ground transportation(excluding ground transportation listed above in the prize description) or activities, meals, beverages (alcoholic or not), gratuities and taxes, insurance, fuel, maintenance fees, vehicle rental fees or insurance, fees related to any infraction, internet access fees, movie rental fees, mini-bar fees, room service, local and long distance phone calls, security deposit at the hotel, expenses of a personal nature, and travel documents.
- Hotel may require you or your travel companions to submit a major credit card in good standing at the time of registration, otherwise Hotel may require a cash deposit.
- All arrangements regarding the Prize must be made by you at least thirty (30) days in advance of the desired departure date with the travel agency designated by the Sponsor. You must provide the travel agency with the name appearing on your passport or other travel document, as well as the name and contact information of the guests accompanying you. No modification will be accepted once the arrangements are completed;
- You and your guests must travel together;
- If a portion of the Prize is not used, no compensation will be awarded.
- Trip must be taken no later than December 15, 2017.

Accommodations and air travel are subject to availability and travel restrictions, conditions and blackout dates may apply; may not be redeemable over holiday periods. All travelers must possess valid travel documents. No refunds or credit for changes are allowed, and no refunds or compensation will be made in the event of cancellation. If Winner's Guest is a minor, the Winner must be the parent or legal guardian of the minor, or the minor must be accompanied by a parent/legal guardian. In the event Winner and/or Guest engages in behavior during the stay that (as determined by Sponsor in its sole discretion) is obnoxious or threatening, illegal, or that is intended to threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image, and/or customer goodwill of Sponsor or any of Sponsor's services, products, trademarks, service marks, or logos, Sponsor reserves the right to terminate the stay early with no further obligations or compensation whatsoever to Winner. In the event a Winner or Guest engages in behavior during the stay that (as determined by Sponsor in its sole discretion) is illegal, tortious, or subjects Winner or his/her family member to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by Winner or the Guest as a result of such conduct. SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE PRIZE OR ANY OTHER ASPECT OF PRIZE WINNER'S OR GUEST'S ACCEPTANCE OR USE OF THE PRIZE. Winner and Guest are also subject to terms and conditions imposed by airline and hotel.

Choice of ticket seat locations to be determined by Sponsor in its sole discretion. Winner and Guest are responsible for all costs and expenses associated with Prize acceptance and use that are not specified herein as being awarded. Prize dates are subject to change in Sponsor's sole discretion. If Winner is not available or able to accept the Prize, Winner privileges will be terminated and an alternative Winner may be selected from among the remaining Eligible Entries received if time permits.

6. Publicity Release: By participating in Sweepstakes, Winner grants the right to Sponsor, and its representatives, affiliates, licensees and assigns, to record, film, videotape and photograph the Winner ("Images"). These Images will be owned by Sponsor. Sponsor and each of its designees shall have the right to use, re-use, reproduce, publish, display, exhibit, distribute, edit, adapt, post, stream, copy and exploit such Images, and all elements embodied therein, including any names, likenesses, address, voice, conversation, biographical and Prize information and any other attributes of

Winner, individually or with others, in whole or in part, in conjunction with other material, if any, in any and all media now known or hereafter devised, for the purpose of trade, advertising, publicity, promotion, or a Sweepstakes Winner List or any other lawful purpose whatsoever, in perpetuity, throughout the world, without additional compensation, consideration, notification or permission, except where prohibited by law.

7. Winner Selection and Notification: There will be one (1) Winner selected at random from among all of the attendants at the Eligible Event on or about September 1, 2016 by 7 PM ET.

8. Winner Verification: To be eligible to be declared the Winner and to receive the Prize, the potential Winner must sign and return to Sponsor and/or Administrator, within two (2) days of issuance of such documentation from Administrator or Sponsor an Affidavit of Eligibility and Release that: (a) releases Sweepstakes Entities from any and all liability, loss, claims, demands, and causes of action for personal injuries or death and/or damage to personal or real property, theft, loss, or any other harm suffered directly or indirectly from potential Winner's participation in Sweepstakes, including, but not limited to, traveling to, preparing for and/or participating in any Prize related activity, or the acceptance, possession, or use or misuse of any Prize; and (b) except where prohibited by law, grants Sweepstakes Entities the right to use potential Winner's name, picture and/or likeness, Images and/or biographical information or voice for trade, advertising and publicity purposes, in any media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration or notification. Entry into Sweepstakes constitutes agreement to sign such release. If a potential Winner does not sign this release and return it within the time frame specified, the potential Winner may be disqualified and the Prize forfeited. When such documentation is properly executed and providing potential Winner is otherwise in compliance with the Official Rules, potential Winner will be determined to be the Sweepstakes winner ("Winner").

Prize or Prize documents returned as undeliverable will result in forfeiture of Prize. Sponsor expressly reserves the right to delay the announcement of the Winner for any reason Sponsor deems necessary. In addition, Sponsor reserves the right to select an alternate Winner in the event that any potential Winner fails to comply with these Official Rules or fails to execute the documentation within the time frame specified.

Guest participating in Prize with Winner will also be required to sign (or the Winner, as Guest's parent or legal guardian if Guest has not reached the age of majority in the jurisdiction in which they reside "Minor"), a Liability/Publicity Release that must be returned along with the potential Winner's documentation as provided in these Official Rules within two (2) days of issuance. If any Guest is a Minor, he or she must be accompanied by his or her parent or legal guardian and such parent or legal guardian must be the Winner. If Winner chooses not to take a Guest or if Guest does not sign the documentation as provided in these Official Rules within the time frame specified then the Guest elements of the Prize will be forfeited and the other elements of the Prize shall constitute full satisfaction of Sponsor's obligation to award the Prize. Winner and Guest must also complete any additional legal documents provided by Administrator or Sponsor with respect to the Prize and return them as instructed within the time frame specified or Winner may forfeit the Prize at Sponsor's sole discretion.

Prize will be forfeited if the Winner or Guest fails to comply with the terms and conditions of these Official Rules. Winner and Guest agree to comply with all venue rules and regulations and agree not to act in an unsportsmanlike or disruptive manner.

By participating in Sweepstakes, Winner and Guest acknowledge that Sweepstakes Entities have not and will not obtain or provide insurance of any kind relating to the Prize and that Winner and Guest will be responsible for obtaining and paying for any form of insurance relating to the Prize that Winner or Guest deem appropriate.

9. Prize Terms: If for any reason any Prize is unavailable or any Prize or related event is delayed, cancelled or postponed, or for any other reason, Sponsor reserves the right to modify the Sweepstakes in its sole discretion and award a substitute Prize, or portion of Prize, of comparable or greater value as set forth in these Official Rules. No substitution, transfer, assignment or cash equivalent of the Prize, or any portion thereof, is permitted by a Winner or Guest. Sweepstakes Entities shall have no responsibility or obligation to a Winner or Guest who is unable or unavailable to, or who does not for any reason, accept or utilize the Prize. All costs and expenses not specifically listed above as part of the Prize, including, without limitation; transportation (unless specified as being included), meals, snacks and beverages, are solely Winner's responsibility. PRIZE IS PROVIDED "AS IS". ENTRANTS ACKNOWLEDGE THAT SWEEPSTAKES ENTITIES 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, RELATIVE TO THE PRIZE AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Prize pictured in online television, print advertising, and other Sweepstakes materials are for illustrative purposes only. Arrangements for the fulfillment of the Prize will be made by Sponsor.

10. Taxes: Prize Winner must supply Sponsor with their social security number. An IRS Form 1099 will be issued in the name of Winner for the actual value of the Prize awarded if the actual value of Prize is over \$599.99. All federal, state and local taxes, and any other costs and expenses associated with acceptance or use of Prize not specifically provided for in these Official Rules are solely the Winner's responsibility.

11. General Terms: Sweepstakes Entities are not responsible if Sweepstakes cannot take place, or if any Prize cannot be awarded due to delays, interruptions or failures due to acts of God, war, natural disasters, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, or other events outside of the reasonable control of Sweepstakes Entities. If, for any reason Sweepstakes is not capable of running as planned, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of Sweepstakes Entities, which, in Sponsor's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend Sweepstakes or any part of the Sweepstakes. If Sweepstakes or any part of the Sweepstakes is terminated or modified prior to the closing date of the Sweepstakes, notice will be posted on evian.com if time permits and the Prize will be awarded to a Winner to be selected in a random drawing from among all of the remaining uncorrupted applicable Eligible Entries received prior to any such event, or in any manner that is fair and equitable. Sponsor reserves the right to modify and amend these Official Rules from time to time during Sweepstakes for clarification purposes. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision.

By participating in the Sweepstakes, all entrants agree to indemnify and hold harmless Sweepstakes Entities from any and all liability arising out of or relating in any way to entrant's participation in Sweepstakes and to release all rights to bring any claim, action or proceeding against Sweepstakes Entities. This includes, but is not limited to, any and all claims, demands, and causes of action for personal injuries or death and/or damage to personal or real property, theft, loss, or any other harm suffered directly or indirectly from entrant's participation in Sweepstakes.

Sweepstakes Entities assume no responsibility for and will disqualify entries that are: stolen, late, lost, illegible, incomplete, invalid, unintelligible, altered, tampered with, unauthorized, fraudulent, damaged, destroyed, delayed, misdirected, not received, postage due mail entries, or that have incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in the Sweepstakes, or by any human, mechanical or electronic error that may occur in the processing of the entries in Sweepstakes, or other errors appearing within the Official Rules or in any Sweepstakes related advertisements. Sweepstakes Entities assume no responsibility for any typographical or other error in the printing of the offer, administration of Sweepstakes, errors in processing entries, identifying the Winner, in the announcement of the Prize and Winner, and the delivery of the Prize, any problems or technical malfunction of any telephone network or lines, mobile phone, computer systems, online systems, servers or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or on any web site, or any combination thereof, including, without limitation, any injury or damage to entrant's or any other person's computer system/software or mobile phone or other portable electronic device related to or resulting from participation or downloading any materials in Sweepstakes. Use of any device to automate or subvert entry is prohibited and any entries received by such means will be void. No software-generated, robotic, programmed, script, macro or other automated entries are permitted and any entries received by such means will be void. Sponsor reserves the right in its sole discretion to disqualify any person they suspect or find: (i) to have used a software generated, robotic, programmed, script, macro or other automated entry; (ii) to have tampered with the entry process or the operation of Sweepstakes; (iii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iv) to display behavior that will bring such Winner or Sweepstakes Entities into disgrace; (v) to have provided inaccurate information on any legal documents submitted in connection with Sweepstakes; or (vi) to be acting in violation of these Official Rules. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

AS A CONDITION OF ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT: (I) UNDER NO CIRCUMSTANCE WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, OTHER THAN FOR OUT-OF-POCKET EXPENSES; (II) ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY -- WITHOUT RESORT TO ANY FORM OF CLASS ACTION -- BY BINDING ARBITRATION (BY A SINGLE NEUTRAL ARBITRATOR SELECTED BY SPONSOR IN ITS SOLE AND ABSOLUTE DISCRETION) IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION; AND (III) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT SHALL SUCH CLAIMS, JUDGMENTS OR AWARDS INCLUDE ATTORNEYS' FEES. THIS SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

12. Request for Name of Winner and Official Rules: For the name of the Winner and/or Official Rules: (i) send a self-addressed stamped envelope to: evian Marketing, 100 Hillside Ave, White Plains, NY 10603 (ii) write, as applicable, "Winner List" or "Official Rules" on the lower left hand corner of the envelope.

13. Sponsored by: This Sweepstakes is sponsored by Danone Waters of America, Inc., 100 Hillside Avenue, White Plains, NY 10603.