

This Is How We Planet™
Nominate a PLANET HERO
Official Rules
****Updated 11/30/20****

NO PURCHASE IS NECESSARY TO ENTER OR WIN.

Nominations are being accepted at www.ThisIsHowWePlanet.com for **This Is How We Planet™ - Nominate a PLANET HERO** (the "Program"). Nominations are being accepted through June 30, 2021("Program Period").

ELIGIBILITY: To nominate a **PLANET HERO** you must be 18 years or older and be a legal resident of the fifty (50) United States and District of Columbia. Employees of **Nestlé Waters North America, Inc.** ("Sponsor"), its parent, subsidiaries, affiliates, promotion and advertising agencies, and members of their immediate family (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to be nominated. Void where prohibited by law. Program is subject to all applicable federal, state and local laws. By nominating a **PLANET HERO**, you agree to abide by these Official Rules and the decisions of Sponsor.

HOW TO NOMINATE A PLANET HERO: During the Program Period, to nominate an individual or organization for their amazing work, visit www.ThisIsHowWePlanet.com (the "Website") and complete the nomination form ("Nomination"). All entries must be received by **June 30, 2021 at 11:59PM ET**. Note that any submissions received on or before November 30, 2020 (the original deadline) remain eligible. All nominations, including videos or other attachments, upon submission, become the property of Sponsor.

REQUIREMENTS FOR NOMINATIONS: Nominate a person or an organization that is doing amazing work to protect and sustain our planet in your area, and tell us why they should be a planet hero.

Please complete and Entry and provide:

- Name of individual or organization
- Upload a brief video or provide a brief description of why this individual or organization should be selected as a PLANET HERO.

If selected, we may feature them on a future episode of This Is How We Planet™.

Entry may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group; appears to duplicate any other submitted Entries;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission; contains any personal

identification, such as license plate numbers, personal names, e-mail addresses or street addresses;

- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or
- violates any law.

Entry must be the original work of the entrant, may not have been previously published, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the Entry contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Entry. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Failure to provide such proof may, if requested, render Entry null and void. By submitting an Entry, entrant warrants and represents that he/she and any persons appearing or who are identifiable in the Entry consent to the submission and use of the Entry in the Program and to its use as otherwise set forth herein.

In submitting your Nomination, you acknowledge that Sponsor may receive other nominations and that Sponsor may select another nominee as a PLANET HERO. You further agree that Sponsor shall not have any liability to you for any direct, indirect, contributory, vicarious, secondary or other infringement or protection of any copyright in or to your Entry.

PLANET HERO SELECTION: At any time during or after the Program Period, Sponsor may, in its sole and absolute discretion, select one or more nominees as a PLANET HERO. If selected a PLANET HERO may be featured on an episode of Sponsor's "This is How We Planet™" podcast series. All decisions of the Sponsor are final. Sponsor may not reveal the identity(ies) of any nominee. If selected, the nominee will be notified by email and may be required to execute and return an Affidavit of Eligibility, Liability and, unless prohibited, Publicity Release. If a nominee does not respond to the initial notification from Sponsor within the time period stated in the email notification, does not return all required documentation within the time period stated, the nominee's identity will not be disclosed. There is no monetary award or benefit in being selected a PLANET HERO.

LICENSE/USE OF ENTRIES:

By submitting a nomination you grant to Sponsor and its licensees, successors and assigns an irrevocable, perpetual, unlimited, royalty-free, fully paid-up license to reproduce, distribute, display, exhibit, exploit, perform, edit, create derivatives of, and otherwise use the Entry and all elements of such Entry, together with any other material, and the name, city and state of

residence, voice, image and/or likeness of entrant, in any and all media now known or hereafter devised, in any manner, in whole or in part, worldwide, without compensation or notification to, or permission from, entrant or any third party, for any purpose whatsoever, including without limitation, for purposes of advertising or trade.

GENERAL CONDITIONS: By participating, each entrant agrees to release, discharge and hold harmless Sponsor, its parent, affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Program or any Program-related activity or the acceptance, possession, use or misuse of any awarded prize.

Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered or garbled Entries, email, or other communications of any kind; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), Website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Program, including, without limitation, errors or difficulties which may occur in connection with the administration of the Program, the processing of Entries, the announcement of the prize(s) or in any Program-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Program. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Program or downloading materials from or use of the Website. Persons who tamper with or abuse any aspect of the Program or Website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Entries will be void. Should any portion of the Program be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Program and, if terminated, at its discretion, select the potential winner(s) from all eligible, non-suspect Entries received prior to action taken using the winner determination procedure outlined above. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

USE OF DATA: Sponsor will be collecting personal data about entrants in accordance with its privacy policy. Please review the Sponsor's privacy policy at <https://www.nestle-watersna.com/en/info/privacy-policy>.