

## Sparkling Ice® “What The Flavor” Sweepstakes

### Official Rules:

**Important: Please read these Official Rules before entering this Sweepstakes. By participating in this Sweepstakes, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below.**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. PURCHASE OF SPARKLING ICE® PRODUCTS WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. SUBJECT TO ALL FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, AND ORDINANCES.**

***You are providing your information to Sponsor and not to Instagram or Twitter. This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Instagram or Twitter.***

### 1. SWEEPSTAKES TIMING:

The Sparkling Ice “What The Flavor” Sweepstakes (the “**Sweepstakes**”) begins on Monday, April 15, 2019 at 12:01 a.m. Eastern Time (“ET”) and ends on Wednesday, July 31, 2019 at 11:59 p.m. ET. (the “**Sweepstakes Period**”). During the Sweepstakes Period, twelve (12) weekly drawings will be held to award prizes, and in addition a Grand and First Prize random drawing will be held at the conclusion of the Sweepstakes Period, as detailed in the table below. Random drawings will be conducted based on the drawing schedule listed from among all eligible entries received during the relevant drawing period (“**Winner**”). Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each Entrant (as defined below) unconditionally accepts and agrees to comply with and abide by these official rules (“**Official Rules**”) and the decisions of Talking Rain Beverage Company, 30535 SE 84<sup>th</sup> Street, Suite #1, Preston, WA 98050 (“**Sponsor**”) and WYNG, 360 Park Avenue S., 20<sup>th</sup> Floor, NY, NY 10010 (the “**Administrator**”), whose decisions shall be final and legally binding in all respects.

Drawing Number:	Entry begins at 12:01 a.m. ET	Entry ends at 11:59:59 p.m. ET	Anticipated Drawing Date:	Number of prizes to be won:
Drawing #1	5/1/19	5/12/19	5/13/19	40 Prizes
Drawing #2	5/1/19	5/19/19	5/20/19	40 Prizes
Drawing #3	5/1/19	5/26/19	5/27/19	40 Prizes
Drawing #4	5/1/19	6/2/19	6/3/19	40 Prizes
Drawing #5	5/1/19	6/9/19	6/10/19	40 Prizes
Drawing #6	5/1/19	6/16/19	6/17/19	40 Prizes
Drawing #7	5/1/19	6/23/19	6/24/19	40 Prizes
Drawing #8	5/1/19	6/30/19	7/1/19	40 Prizes
Drawing #9	5/1/19	7/7/19	7/8/19	40 Prizes
Drawing #10	5/1/19	7/14/19	7/14/19	40 Prizes
Drawing #11	5/1/19	7/21/19	7/22/19	40 Prizes
Drawing #12	5/1/19	7/31/19	8/1/19	<b>60 Prizes</b>

Grand & First Prize Drawing	5/1/19	7/31/19	8/1/19	2 Prizes
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**ONCE YOU ENTER A VALID ENTRY, IT WILL BE CARRIED FORWARD AND BE ELIGIBLE FOR PRIZES IN ALL REMAINING DRAWINGS (if any remain).**

## **2. ELIGIBILITY:**

The Sweepstakes is open only to individuals who are legal U.S. residents of a U.S. state or the District of Columbia and who are at least 16 years old at the time of entry. Employees, officers, and directors of Sponsor, Administrator, and each of their respective directors, officers, shareholders, and employees, affiliates, subsidiaries, distributors, and agents, including but not limited to their respective advertising and promotion agencies, and each of their affiliated companies, subsidiaries, licensees, distributors, dealers, sales representatives, retailers, printers, individuals engaged in the development, production or distribution of materials, and any and all other companies associated with the promotion agents (collectively, the **"Sweepstakes Entities"**), and each of their immediate family members (as defined by the IRS including spouse, parents, grandparents, siblings, children and grandchildren) and/or people living in the same household (whether or not related) are not eligible to participate. All eligibility is subject to all federal, state, and local laws and regulations.

Administrator's database clock will be the timekeeper for this Sweepstakes. This Sweepstakes is void where prohibited by law or regulation. The prizes will be awarded provided a sufficient number of eligible entries are received.

If you are a Grand or First Prize winner under the legal age of majority in your state of residence, you are not eligible to win unless one of your parents or legal guardians submits an Affidavit of Eligibility and Liability/Publicity Release specified in Section 6 of these Official Rules on your behalf.

## **3. HOW TO ENTER:**

By participating in this Sweepstakes, each entrant ("**Entrant**") fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor and the Administrator, which are final and legally binding in all matters related to the Sweepstakes.

TO ENTER: There are three (3) ways to enter this Sweepstakes during the Sweepstakes Period.

### ***Please Note:***

***If your social media account (i.e. Instagram and Twitter) is set to "protected mode," or "private" your entry will not be visible and thus will not be received by Sponsor. Your entry method must be set to "public".***

**1. You must guess the flavor of the new Sparkling Ice® mystery fruit flavor, found at retail stores featuring a blue tropical themed label design during the Sweepstakes Period. NO ANSWER WILL BE JUDGED, as this is a random drawing Sweepstakes.**

You may, but are not required to, include an optional photo or “selfie” of you or you demonstrating the mystery flavor (i.e. a facial expression demonstrating the flavor) along with your flavor guess in the comment (each completed, valid entry is referred to as an “**Eligible Entry**”). Inclusion of a photo in your entry does not improve your chances of winning a prize.

2. Submissions without the hashtag **#WhatTheFlavorSweeps** on Instagram and on Twitter **WILL NOT BE ACCEPTED AS SWEEPSTAKES ENTRIES** and will not be eligible for any prize.

3. After you have submitted your Eligible Entry, your Entry will be reviewed for compliance and if approved will automatically be entered into the Sweepstakes.

4. All submitted photos will be reviewed by the Sponsor prior to being entered in the Sweepstakes.

**BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ACROSS ANY OR ALL OF THE SPONSOR’S AND OTHER RELEASED PARTIES’ DIGITAL AND SOCIAL ASSETS, AT THE SPONSOR’S DISCRETION. Submission of an entry grants the Sponsor and its agents the right to publish, use, adapt, edit, publicly perform and/or modify such entry in any way, in any and all media, including for use in advertising and marketing, without limitation, and without consideration to Entrant.**

### **Entry Method #1: Instagram:**

- Post an Eligible Entry on Instagram. Your entry must include a photo or “selfie” of you or you demonstrating the mystery flavor (i.e. facial expression representing the flavor) along with your flavor guess in the comment with the hashtag **#WhatTheFlavorSweeps**. The entry will be reviewed for compliance and if approved will automatically be entered into the Sweepstakes. Instagram's terms of use (<http://instagram.com/about/legal/terms/#>) apply.

### **Entry Method #2: Twitter:**

- Tweet your guess as to the mystery flavor along with the hashtag **#WhatTheFlavorSweeps**. Your entry will be reviewed for compliance and if approved will automatically be entered into the Sweepstakes. Twitter's terms (<https://twitter.com/tos>) apply.

**Entry Method #3: Direct Upload:** Visit the Sponsor’s site at [www.sparklingice.com](http://www.sparklingice.com) and complete the required information, enter your guess as to the Sparkling Ice Mystery Flavor, agree to the Official Rules, and submit.

**Entry Limit:** One (1) entry per person per day regardless of the method of entry selected.

**Prize Limit:** One (1) weekly prize per person or household. All entries are carried forward to the Grand and First prize drawings.

Entrants found using multiple accounts to enter this Sweepstakes will be disqualified. All terms and conditions of Instagram.com and Twitter.com apply, as applicable. Multiple Entrants are not permitted to share the same Instagram or Twitter account. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different Instagram or Twitter accounts, email accounts, identities, registrations and logins, or any other methods will void that Entrant's entries and that Entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any Instagram or Twitter account, the authorized account holder of the email address used to register on the platform will be deemed to be the Entrant. 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. The potential Winner may be required to show proof of being the authorized account holder.

Each entry, tweet, post, photo and/or comment submitted in this Sweepstakes will be referred to herein as a "**Submission**." ALL SUBMISSIONS MUST COMPLY WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS AND WITH THE GUIDELINES AND RESTRICTIONS SET FORTH BELOW IN SECTION 4. FOR CLARITY, SUBMISSIONS ARE NOT PERMITTED TO DEPICT ANY CONTENT THAT VIOLATES THE LAW OR PROMOTES ILLEGAL, OBSCENE, INAPPROPRIATE AND/OR UNSAFE BEHAVIOR OR OTHERWISE INCLUDES CONTENT THAT VIOLATES THE GUIDELINES AND RESTRICTIONS. Providing a Submission constitutes Entrant's consent to grant Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submission in whole or in part, on a worldwide basis, in perpetuity, and to incorporate it into other works, in any form, media or technology now known or later developed, for any purpose whatsoever, including for promotional or marketing purposes, except where prohibited by law.

*If Entrant chooses to enter via Entrant's mobile device, standard data fees may apply. Entrant should consult Entrant's wireless service provider's pricing plan for details. Entrant agrees to incur any and all charges demanded by Entrant's wireless carrier. Entrant should also check Entrant's device's features for capabilities and check the device manual for specific use instructions.*

**Use of Data.** Sponsor and Administrator will be collecting personal data about Entrants online, in accordance with their privacy policies. Please review Sponsor's privacy policy <http://www.talkingrain.com/privacy-policy/> and Administrator's privacy policy at <https://www.wyng.com/privacy-policy/>. By participating in the Sweepstakes, Entrants hereby agree to Sponsor and Administrator's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's and Administrator's privacy policies. You may receive a marketing email from the Sponsor however you may opt-out any time after the first email.

NOTE: Entry must be made by the Entrant only. Entries made by any other individual or any entity, including but not limited to commercial sweepstakes subscription notification and/or entering services, will be declared invalid and disqualified for this Sweepstakes. Tampering with

the entry process or the operation of the Sweepstakes is prohibited and any entries deemed by Sponsor or Administrator, in their sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

#### 4. POSTING/TWEETING CONTENT RESTRICTIONS:

By entering the Sweepstakes, each Entrant agrees that Entrant's Submission conforms to the Submission guidelines and content restrictions as defined below (collectively, the "**Guidelines and Restrictions**") and that Sponsor, in its sole discretion, may disqualify an Entrant or a Submission from the Sweepstakes if it believes, in its sole discretion, that the Entrant's Submission fails to conform to the following Guidelines and Restrictions.

- The Submission must not contain material that is (or promoting activities which are) sexually explicit, obscene, pornographic, violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), inappropriate, discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g., underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, unsafe, dangerous, harassing, or endorse any form of hate or hate group; or material that contains any derogatory or defamatory references, misrepresentations or disparaging remarks about any person or entity, including but not limited to any Sweepstakes Entities or Sponsor's products (all as determined in the sole and absolute discretion of Sponsor);
- The Submission must not contain or transmit any materials that contain software viruses or other computer code, files or programs designed to impair, limit, interfere with or cause harm to any communications network operated by any of the Sweepstakes Entities or the computers of any individual or entity participating in or otherwise associated with the Sweepstakes;
- The Submission must not contain any material that violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights;
- The Submission must be Entrant's own original creation executed solely by Entrant, must NOT include any third-party copyrighted material, photo, media production, or image from films, music, books, television programming, etc. (except for Sponsor IP (defined below)), or must NOT have won any previous award or been submitted in any other competition or promotion, and must be a previously unpublished and previously un-produced work;
- The Submission must NOT include images of or reference to third-party intellectual property rights, including but not limited to, trademarks, trade names, logos, insignia, or location signage, photographs, videos, artwork, or sculpture except for Sponsor IP defined below, which may only be used pursuant to the limited license described more fully herein, and solely for the purpose of this Sweepstakes only,
- The Submission must not feature brand names or trademarks other than those owned by Sponsor, which Entrant has a limited license to use to incorporate in his/her Submission in this Sweepstakes;
- The Submission must not communicate messages or images inconsistent with the positive images and/or goodwill with which Sponsor wishes (at Sponsor's sole discretion) to associate;
- The Submission cannot advertise or promote any third-party brand or product of any kind or contain any personal identification, including, but not limited to: license plate numbers, personal names, e-mail addresses, phone numbers, or street addresses;

- The Submission cannot contain materials embodying the names or other indicia of, or identifying any person, living or dead (other than yourself).
- The Submission must be consistent with the image and values of Sponsor and be consistent with and satisfy the purpose of the Sweepstakes;
- The Submission cannot be in violation of any applicable federal, state, and/or local laws, rules, and regulations; and

Each Entrant acknowledges that other Entrants may have used ideas and/or concepts in their Submission that may be similar in idea or concept to what is included in Entrant's Submission. Each Entrant understands and agrees that he/she shall not have any claim against any other Entrant or Sponsor arising out any such similarity or be entitled to any compensation because of any such similarity.

Sponsor grants eligible Entrants a limited, revocable, non-sublicensable license to use only Sponsor's trademarks, trade names, logos, insignia, location signage, photographs, videos, artwork, and/or sculptures (collectively, "**Sponsor IP**") provided by Sponsor in connection with the Sweepstakes for the sole purpose of creating and submitting the Submission for review and assessment in this Sweepstakes. Entrants are not permitted to make any further use of Sponsor's IP for any purpose whatsoever. In addition, Entrants recognize that all right, title, and interest in Sponsor's IP as well as any derivative works created using Sponsor's IP shall vest exclusively to the Sponsor, and Entrant agrees that he/she has not and will not take any action that might harm or adversely affect such rights. No right, title, or interest in and to the Sponsor's IP except for the limited license granted to Entrant in these Official Rules is transferred or created.

Sponsor's decisions are final and legally binding in all matters relating to this Sweepstakes, including, but not limited to, interpretation and application of these Official Rules. By entering the Sweepstakes, Entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of the Sponsor, which will be final and binding in all matters relating to the Sweepstakes.

#### **5. PRIZE/ODDS/ Approximate Retail Vale ("ARV"):**

Only the prizes listed below will be awarded in this Sweepstakes. Odds of winning depend on the total number of eligible entries received prior to the relevant drawing.

**One (1) Grand Prize: 7-Day Holland America Line Caribbean Cruise of winner's choice plus roundtrip airline transportation for up to two (2) people plus the winner will receive \$500 in spending money. ARV of this prize package not to exceed a total of \$5,000.**

The winner can choose any 7-day itinerary in the Caribbean.

Cruise certificates may be applied to other cabin categories or cruise trades at an additional cost. Cruise certificates are good for the minimum ocean view stateroom category.

If space is available, the recipient may purchase a stateroom upgrade. Details and rates can be provided at the time of booking.

Cruise certificates are valid for a Holland America Line cruise for two (2) people sharing one stateroom. All cruise certificates are strictly for cruise only.

Airfare to and from departure and arrival ports not included, however, guests may purchase at an additional cost. Does not include taxes, onboard charges, shore excursions or hotel services charges

The cruise is not to exceed a total of \$3,000. Airfare to not exceed \$1500 for two people

## PRIZE NOTES:

- ❖ Cruise portion of the prize will be awarded in the form of a Holland America Cruise Line Gift Certificate. Terms and conditions of the Gift Certificate apply. All other portions of the prize will be awarded in the form of a check payable in the name of the winner.
- ❖ In the event the prize Winner or his/her guest engages in behavior that, as determined by Sponsor or Sponsor's representative and at its sole discretion, is obnoxious or threatening, disorderly, illegal, or that is intended to annoy, abuse, threaten, or harass any other person, Sponsor or Sponsor's representative reserves the right, at its sole determination, to terminate the experience in whole or in part, with no further compensation.
- ❖ No refund or compensation will be made in the event of the cancellation or delay of any flight or cruise selected. Travel and accommodations are subject to availability. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by Winner's airline carrier of choice as detailed in the passenger ticket contracts.
- ❖ All terms and conditions of the Holland America Line cruise ticket apply.
- ❖ Selection of airline and airport shall be at the discretion of the winner or any other provider of any portion of the prize. Trip Winner and travel companion(s) must have valid travel documents (e.g., government issued I.D., passport, etc.) along with any other travel requirements in order to travel prior to departure, and failure to do so may result in forfeiture of prize. Winner and his/her travel companion are solely responsible for satisfying all legally required conditions of travel. Winner must have a valid major credit card to check in to a hotel. Sponsor is not liable for any expenses incurred as a consequence of flight cancellation or delay or any weather or airline issues that prevent the prize Winner and travel companion(s), if applicable, from traveling.
- ❖ The Winner is responsible for all other costs and expenses associated with and/or not specifically included in the prize.

## CRUISE TICKET FINE PRINT:

The Cruise Certificate is valid for a Holland America Line cruise for two (2) people sharing one stateroom. Choice of sailing dates will be accommodated on a space available basis and will be confirmed at time of booking. The Cruise Certificate may be used for the sailing and number of nights indicated. The certificate may be applied to other cabin categories or cruise trades at an additional cost. The certificate holder may call World Cruise Reservations for more details: 1-800-522-3399

2. The stateroom category will be a minimum unobstructed ocean view stateroom selected by Holland America Line. If space is available, stateroom upgrades may be purchased at an additional cost. Third and fourth persons are permitted in the same stateroom and will be charged the per person tariff per applicable brochure.

3. Guests under 21 years of age must be accompanied by a parent, guardian or chaperone who is at least 21 years old.

4. All Cruise Certificates are strictly for **cruise only**.
5. Costs of transportation to and from the port of embarkation, hotels, taxes, transfers, shore excursions, personal expenses on board (e.g., laundry, certain beverages, phone calls, etc.) and hotel service charges are NOT included.
6. Holland America Line's Cancellation Protection Plan, Cancellation Protection Plan Platinum, Fly Cruise Plan, overnight hotel accommodations, and pre- and post-cruise packages are available for purchase by Guests holding a Cruise Certificate.
7. Cancellation of a cruise after the cruise has been confirmed will result in the forfeiture of the Cruise Certificate unless voyage penalties are satisfied.
8. The Cruise Certificate is non-commissionable, non-refundable, has no cash redemption value and is non-transferable. Stateroom upgrades are commissionable. The Cruise Certificate cannot be re-sold.
9. Original Cruise Certificate must be submitted to Holland America Line. No partial forms or photocopies will be accepted.
10. The certificate does not expire.
11. All Holland America Line cruises are provided subject to the terms of the Holland America Line Cruise Contract. Please also refer to the General Information section of the applicable Holland America Line brochure and the Holland America Line web site at [www.hollandamerica.com](http://www.hollandamerica.com) for additional information that applies to Holland America Line cruises. Please review this important information carefully.

The potential prize Winner will be required to sign and return properly executed documents issued by the Administrator (a) an Affidavit of Eligibility, (b) an Agreement of Publicity (granting Sponsor the right to use the name and image of the Winner for advertising and promotion purposes) (unless prohibited by law), (c) a liability release, and (d) a form W-9, Taxpayer Request for Identification, to the Administrator within five (5) calendar days of attempted notification as a condition of awarding the prize. A potential Winner who satisfies all of the Sweepstakes requirements, including without limitation, those set forth in this paragraph and the confidential background check, will be designated the official Winner. Winner's travel companion may (at Sponsor's sole discretion) be required to sign a travel and liability release form and an Agreement of Publicity (granting Sponsor the right to use the name and image of the travel companion for advertising and promotional purposes).

The Winner will not receive the difference between the actual and approximate retail value of the prize. Sponsor and or Administrator will not replace any lost, mutilated, or stolen prize, tickets or passes. The prize is non-assignable, non-transferable, non-refundable, and no substitutions will be made except as provided herein, in Sponsor's sole discretion. Prize including any portions thereof, are not redeemable for cash. No cash alternative or substitution will be allowed, except Sponsor reserves the right in its sole discretion to substitute a particular prize for one of comparable or greater value if any prize is unavailable, in whole or in part, for any reason. All other costs and expenses not specified herein, if any, are the responsibility of the Winner.

**One (1) First Prize: Yeti® Cooler. ARV \$300.**

WEEKLY PRIZES:



(25) **Waterproof Bluetooth Speakers.** ARV \$100 ea. Two (2) awarded in each drawing (except three (3) awarded in drawing #12).

(25) **Spike Ball.** ARV \$70 ea. Two (2) awarded in each drawing except three (3) awarded in drawing #12).

(100) **Ultimate Beach Chairs.** ARV \$50 ea. Eight (8) awarded each week (except twelve (12) awarded in drawing #12).

(150) **Inflatable Toucans.** ARV \$20 ea. Twelve (12) awarded each week (except eighteen (18) awarded in drawing #12).

(200) **Beach Bags with three (3) Swag Gifts.** ARV \$35 each package. Sixteen (16) awarded each week (except twenty-four (24) awarded in drawing #12).

Total ARV of all prizes in this Sweepstakes is \$25,550

The use of any name or trademark in connection with the prizes above is solely for the purpose of describing such prize and is not intended to suggest any affiliation or sponsorship.

Winner is responsible for any and all local, state and/or federal taxes, and any other costs and expenses not specified herein as being awarded. Except as specified herein as being awarded, Winner is solely responsible for all travel transportation costs for collecting prize, as well as any other costs incurred in claiming, registering, or using the prize including without limitation. Any Winner with a prize value of \$600 or more will receive an Internal Revenue Service Form 1099 for the actual value of the prize after the end of the calendar year in which the prize is awarded, and a copy of such form will be filed with the IRS. All other costs and expenses not specified herein, if any, are the responsibility of the Winner.

Sponsor will not be responsible for Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside its control that may cause the cancellation of the Screening. The prize restrictions/conditions stated herein are not all-inclusive and the prize described above may be subject to additional restrictions/conditions, which may be stated in the operating policy of the music festival venue.

## **6. WINNER SELECTION AND NOTIFICATION:**

Random drawings to be conducted based on the schedule listed in Section 1 from all eligible entries received throughout the relevant Sweepstakes drawing. Conduct of the Sweepstakes and the drawings are under the supervision of the Administrator. Potential prize Winner will be notified within five (5) calendar days of the drawing date.

If a Twitter/Instagram Submission is selected as a potential Winner, the Entrant who posted/tweeted this Submission will be notified by Administrator via a Direct Message, tweet, retweet and/or reply from Administrators Twitter or Instagram Page. The potential Winner must then send a direct message back to Administrator's Instagram or Twitter Page within forty-eight (48) hours in order to claim his/her prize.

Sponsor shall have no liability for any potential prize Winner notification that is lost, intercepted or not received by any potential prize Winner for any reason. If, despite reasonable efforts, any

potential prize Winner does not respond within (48) hours of the first notification attempt, or if the prize notification is returned as unclaimed or undeliverable to such potential prize Winner, such potential prize Winner will forfeit his or her prize and an alternate Winner may be selected (time permitting). If any potential prize Winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential prize Winner will be disqualified and an alternate Winner may be selected (time permitting).

Once a Grand Prize potential Winner is confirmed by Sponsor or Sponsor's designee, the potential prize Winner must sign (or have his or her parent/legal guardian sign if the potential winner is a minor in his or her place of residency) and return an Affidavit of Eligibility and Liability/Publicity Release to Sponsor within seven days after Sponsor provides such affidavit/release.

If any prize is won by a minor, that prize will be awarded to the winner's parent/legal guardian on behalf of the Winner, unless such parent/legal guardian gives written consent for the prize to be awarded to the minor-aged Winner.

#### **7. GENERAL PRIZE RESTRICTIONS/CONDITIONS:**

The prize Winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, sales tax, use tax, surcharges, in-room charges (e.g., mini-bar, movies), gratuities, upgrades, amenities, insurance, telephone calls, meals, beverages, personal expenses, and all other costs incurred in claiming the prize. Entrants agree that Sweepstakes Entities **(A)** shall not be responsible or liable for any losses, damages or injuries of any kind resulting from participation in the Sweepstakes or any Sweepstakes related activity, including but not limited to travel related to any prize activity, or from Entrants' acceptance, receipt, possession and/or use or misuse of any prize, and **(B)** 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, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor makes no warranties, and disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. The Prize is subject to additional airline and hotel terms, conditions and policies.

#### **8. PUBLICITY RELEASE:**

Acceptance of any prize shall constitute Winner's agreement and consent to Sponsor and its designees' to use Winner's name, city, state, likeness, photo, avatar, and/or prize information in connection with this Sweepstakes (collectively, the "**Attributes**"), for promotional, advertising or other purposes, in any manner perpetually, worldwide, royalty-free, in any and all media now known or hereafter devised, including the Internet, without limitation and without further compensation, notification, permission or other consideration, (except where prohibited by law), and releases the Sweepstakes Entities from all claims arising out of the use of such Attributes.

#### **9. RELEASE OF LIABILITY / CONDITIONS OF PARTICIPATION.**

A. Transmission of Information. By entering this Sweepstakes, you agree to release and hold harmless the Sweepstakes Entities Twitter, Inc., Instagram, Inc., and each of their respective directors, officers, shareholders, and employees, affiliates, subsidiaries, distributors, and agents, including but not limited to their respective advertising and promotion agencies, and each of their affiliated companies, subsidiaries, licensees, distributors, dealers, sales representatives, retailers, printers, individuals engaged in the development, production or distribution of materials, and any and all other companies associated with the promotion agents, and all of their respective parent companies, subsidiaries, affiliates, agents, franchisees, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies, and each such company's officers, directors, employees, and agents (collectively, the "**Released Parties**"), are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrant, printing, production, typographical or other errors or by any of the equipment or programming associated with or utilized in this Sweepstakes; (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 this Sweepstakes; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of this Sweepstakes, the uploading, the processing or random selection of entries, the announcement of the prize or in any Sweepstakes-related materials; (5) late, lost, garbled, misdirected, inaccurate, incorrect, undeliverable, damaged or stolen entries or mail; (6) costs associated with claiming or redeeming the prize; nor (7) loss or damages resulting from an Entrant's connection to the internet via any of the websites contained herein. Released Parties are not responsible for any incorrect, mis-transcribed, misdirected or undeliverable entries, E-mail transmissions, incorrect announcements of any kind, or for any technical problems of any kind, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Sponsor assumes no responsibility for late, lost, incomplete, inaccurate or damaged entries, or undeliverable E-mails resulting from any form of active or passive E-mail filtering by a user's Internet service provider and/or E-mail client or for insufficient space in user's E-mail account to receive E-mail. Sponsor does not accept responsibility for any damage (whether material or non-material) caused to Entrants, to their computer equipment or to data which is stored on them, or to their personal, professional or commercial activities. Proof of submitting entries will not be deemed to be proof of receipt by Sponsor or Administrator.

B. Reservation of Rights. Sponsor reserves the right to cancel, suspend, and/or modify this Sweepstakes, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of this Sweepstakes, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine Winner from among all non-suspect, eligible entries received up to time of such action or as otherwise deemed fair and appropriate by Sponsor. Administrator, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of this Sweepstakes, gains unauthorized access to accounts, or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated entries. The preceding in no way precludes Sponsor from taking other actions against such individuals so as to protect its rights. Sponsor's failure to enforce any provision of these Official Rules in a given circumstance does not constitute the waiver of such provision.

C. Release and Indemnity. By participating, Entrant indemnifies, releases and agrees to hold harmless the Released Parties, their parents, affiliates and subsidiaries, and other entities involved in the development / production / administration of the Sweepstakes, and the directors, officers, agents, representatives, shareholders,

employees, successors and assigns of any of the above organizations, from any and all liability for loss, harm, damage, injury, cost or expense whatsoever, including without limitation, property damage, personal injury (including emotional distress), and/or death, arising from participating in the Sweepstakes, any Sweepstakes-related activity and/or acceptance, receipt, possession or use/misuse of any prize and for any claims or causes of action based on publicity rights, defamation or invasion of privacy and merchandise delivery.

D. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF PARTICIPATING IN THE SWEEPSTAKES, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND THE PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

#### 10. **FORCE MAJEURE:**

In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prize or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor has the right (time permitting) to select the Winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each Entrant's sole and exclusive remedy under such circumstances. Only the type of prize and quantity described in these Official Rules will be awarded. If, for any reason, including without limitation a printing, production or other error, more potential bona fide winners come forward seeking to claim prize in excess of the number of each type of prize set forth in these Official Rules, the Winner, or remaining winners, as the case may be, of the advertised prize available in the prize category in question may be selected in a random drawing from among all persons making valid claims for such prize(s). The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

#### 11. **DISPUTES/GOVERNING LAW/JURISDICTION**

Except where prohibited by law, entrant agrees that any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or any prize awarded will be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Western District of Washington or the appropriate state court located in King County, Washington. This Sweepstakes is governed by the laws of the State of Washington without reference to its conflict of law doctrines. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect. Sponsor may modify and amend these Official Rules during the Promotion for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

## **12. WINNERS LIST/OFFICIAL RULES:**

To obtain a copy of these Official Rules (print this page) and/or any legally-required Winner's list, send a self-addressed stamped envelope to: Sparkling Ice "What The Flavor" Sweepstakes labeled "Winners", PO Box 853, Needham, MA 02494-853. Winner's list will be available after 8/19/19. All such requests must be received by 8/26/19.

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