

Save with Flying Embers

Terms of Offer

- **Must purchase:** ONE (1) 12 pack or TWO (2) 6 packs of Flying Embers to receive \$10.00 - Rebate Valid in legal states AK, AZ, CA, CO, CT, DC, DE, FL, GA, IA, ID, IL, KS, KY, MA, MD, MI, MN, MS, MT, ND, NE, NH, NM, NV, NY, OH, OK, OR, PA, RI, SC, SD, TN, VA, VT, WA, WI & WY.

- **Purchase dates:** 01/01/2024 – 12/31/2024

- **Limits:** 1 per consumer. Must be of legal age (21 years or older) to participate. Max rebate amount of \$10.00.

- **Valid Products:** Flying Embers Hard Kombucha or Flying Embers Hard Seltzer or Flying Embers Canned Cocktails

Receipt must be uploaded via text message no later than 12/31/2024, or while supplies last. The Receipt MUST contain: Retailer Name, Purchase Date, Product Description, Purchase Amount and Purchase Total. PayPal account and/or Venmo is required to receive rebate. Up to 9 msgs/mnth. Text HELP or STOP at any time. Consent to receive automated text messages is not required as a condition of purchase. Carriers are not responsible or liable for undelivered or delayed messages.

To help process your rebate faster, please circle the qualifying product on your receipt before uploading.

By submitting your receipt, you agree to all the terms of the offer.

Terms of Text Message Rebate Program

Welcome, and thank you for your interest in this SMS text message-based rebate program ("**Program**"). These Terms and Conditions ("**Terms**") are a legally binding contract regarding your participation in the Program, including but not limited to direct communications from us to you via text message or social media messaging application (e.g., Facebook Messenger).

1. **ELIGIBILITY:** By participating, you represent and warrant: (i) that you are twenty-one years of age or older; (ii) that you have not previously been suspended, removed or deactivated from the Program; and (iii) that your registration and your use of the Program is in compliance with any and all applicable laws and regulations.

2. **ALCOHOLIC BEVERAGES:** As this Program involves alcoholic beverages, the age of eligibility for participation is increased to twenty-one or older. Furthermore, all participants certify that neither participant nor anyone in participant's immediate family (parent, sibling, child or spouse) holds an interest in an alcoholic beverage license by any state or federal alcoholic beverage regulatory agency.

3. **PARTICIPATION:** By participating, you provide your opt-in consent to receive autodialed marketing messages to the telephone number you used to send your text message. Unsubscribe at any time from all services by sending STOP in response to any text message received. When you send a text message to the advertised number or address, you agree to participate in the Program and agree to these Terms. This Program is designed to facilitate the advertised rebate. Your carrier's standard messaging rates apply to the messaging between us regarding fulfillment of your rebate, our confirmation, and all subsequent messages. Message and Data Rates may apply. There is no fee to receive the advertised rebate, participate in the Program, or to receive text messages. When you complete forms online or otherwise provide us information in connection with the Program, you agree to provide accurate, complete, and true information.

4. **YOUR MOBILE DEVICE AND NUMBER:** By participating, you represent that you are the owner or authorized user of the wireless device you use. In the event that you change or deactivate your mobile number, we will not know that unless you let us know – please notify us at rebatehelp@inmar.com to have your mobile number changed or removed.

5. **PRIVACY:** Data obtained from you in connection with this SMS Program may include your cell phone number, your wireless carrier's name, and the date, time, and content of your messages and other information that you may provide. We may use this information to contact you and to provide the services you request from us, and to otherwise operate, develop and improve the Program. Your wireless carrier and other service providers may also collect data about your SMS usage, and their practices are governed by their own policies. We will administer your data in accordance with our privacy policy: <https://www.flyingembers.com/policies/privacy-policy>

6. **CONTACT US:** If you have any questions, send an email to rebatehelp@inmar.com. We may retain the services of a third party to administer and operate the Program, and your interactions about the Program may be with this third party administrator. You can also text the word HELP or INFO in response to any text message you receive. We do not charge for help or info messages, but your normal carrier rates apply.

7. **HELP:** For help or information on this program, respond HELP to any text message received.

8. **WIRELESS CARRIER FEES / CHARGES:** Downloading content may incur additional charges from your wireless carrier. Please contact your wireless carrier for information about your messaging plan. Your wireless carrier may impose message or charge limitations on your account that are outside our control. All charges are billed by and payable to your wireless carrier.

9. **REBATE REDEMPTION:** You must follow the instructions you receive to properly redeem the advertised rebate. Take a photo on your phone of your receipt, which clearly shows the receipt. It may take multiple photos to show the entire receipt. Keep sending us pictures via text message responses until we receive your entire receipt, top to bottom. Once we verify your purchase by reviewing your entire receipt, we will move forward with the verification and redemption process. We will provide you with a Submission ID code which you must use to communicate with us about your rebate redemption request. Once we verify and approve your rebate redemption request, we will correspond with you about your choice to receive the rebate by Venmo or PayPal. We may also ask if you would like to opt-in to receive additional marketing offers and promotions via text message. You need not opt-in to any additional marketing offers or promotions to complete your rebate redemption request.

10. **PROHIBITED CONDUCT: BY USING THE PROGRAM YOU AGREE NOT TO:**

- a. submit purchase information or attempt to redeem an offer for which you are not eligible or that is not valid or eligible to redeem the advertised rebate offer;
- b. submit purchase information that is false, inaccurate, fabricated, counterfeited, tampered with, adjusted, or otherwise artificial or inauthentic for the purpose of seeking to redeem rebate offers;
- c. redeem, or attempt to redeem, rebate offers for products that have not actually been purchased and retained, or for products that have been purchased but returned to a store or online vendor, following purchase;
- d. upload receipts that have already been uploaded by you or another user, for the purpose of earning rebate(s) for purchasing products that you did not actually purchase;
- e. upload receipts that reflect purchases that took place outside the indicated end date for redemption;
- f. attempt to obscure the date on a receipt;
- g. extract information from our website, mobile applications, or social media pages for the purpose of using that information in conjunction with another service, web or mobile application;
- h. impersonate any person or entity, forge another person's digital signature, misrepresent the source, identity, or content of information transmitted via the Program, or perform any other similar fraudulent activity;
- i. use the Program for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy, or the collection, storage, transmission, or access of educational records;
- j. defame, harass, abuse, threaten or defraud users of the Program, or collect, or attempt to collect, personal information about users or third parties without their consent;
- k. use the Program for any commercial purpose;
- l. remove, circumvent, disable, damage or otherwise interfere with security-related features of the Program, features that prevent or restrict use or copying of any content accessible through the Program, or features that enforce limitations on the use of the Program;
- m. reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Program or any part thereof (including any App), except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- n. modify, adapt, translate or create derivative works based upon the Program or any part thereof, except and only to the extent this restriction is expressly prohibited by applicable law;
- o. intentionally interfere with or damage operation of the Program or any user's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code; or

11. **LIABILITY DISCLAIMER:** We, nor any wireless carriers, will not be liable for any delays or failures in your receipt of any SMS messages as delivery is subject to effective transmission from your network operator and processing by your mobile device. SMS text message services are provided on an AS IS, AS AVAILABLE basis.

12. **RESERVATION OF RIGHTS; CONTENT; NON-COMMERCIAL USE:** We reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property. The Program, content, and materials received are proprietary to us or our licensors, and are for your personal, non-commercial use only. We may suspend or terminate the Program if we believe you are in breach of any of these Terms or any of

our terms and conditions. Your participation is also subject to termination in the event that your wireless service terminates or lapses. We may discontinue the Program at any time. You shall not damage, impair, interfere with or disrupt the Program or its functionality. The Program is available only in the United States.

13. **MODIFICATIONS TO TERMS AND/OR TERMINATION OF PROGRAM:** We reserve the right, in our sole discretion, to modify these Terms at any time with or without notice. To the fullest extent permitted under applicable law, your continued participation in the Program after modification constitutes your acceptance of these Terms as modified. We may, in our sole discretion, terminate, change, modify, suspend, make improvements to or discontinue any or all aspects of the Program, temporarily or permanently, at any time with or without notice.

14. **DISPUTES:** Except where legally prohibited, all participants agree that: (1) any and all disputes and claims shall be resolved individually, without resort to any form of class action, and exclusively by the state or federal courts in North Carolina; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the program, but in no event attorneys' fees; and (3) under no circumstances will participant be permitted to obtain awards for, and participant 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 legal issues and questions concerning the construction, validity, interpretation and enforceability of these Terms, or the rights and obligations of any participant, shall be governed by the laws of North Carolina, without giving effect to any choice of law or conflict of law rules.

15. **LIMITATION OF LIABILITY:**

a. IN NO EVENT SHALL WE, NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OPERATING OR DELIVERING THE PROGRAM BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THE PROGRAM AND/OR THESE TERMS, WITHOUT REGARD TO THE THEORY OF LIABILITY (WHETHER BASED ON WARRANTY, CONTRACT, OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR BASED ON STATUTE OR ANY OTHER LEGAL THEORY), WITHOUT REGARD TO WHETHER WE KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE, AND WITHOUT REGARD TO WHETHER SUCH DAMAGES RESULT FROM: (i) YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE PROGRAM, OR (ii) ANY PURCHASE OF A THIRD-PARTY PRODUCT OR PROGRAM BASED ON INFORMATION CONTAINED IN THE PROGRAM, INCLUDING THE AVAILABILITY OF AN OFFER, DISTRIBUTION OPTION, OR TYPE OF REWARD. YOU SPECIFICALLY ACKNOWLEDGE THAT WE ARE NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT SUCH RISKS OF INJURY RESTS ENTIRELY WITH YOU. FURTHER, WE WILL HAVE NO LIABILITY TO YOU OR TO ANY THIRD-PARTY FOR ANY THIRD-PARTY CONTENT UPLOADED ONTO OR DOWNLOADED FROM THE SITE OR THROUGH THE PROGRAM.

b. THIRD-PARTY REWARD DISTRIBUTION PROGRAMS AND MERCHANTS AND BRAND COMPANIES WHO OFFER AND ADVERTISE PRODUCTS THROUGH THE PROGRAM ARE NOT AFFILIATES, AGENTS, OR EMPLOYEES OF OURS. WE DISCLAIM LIABILITY FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY MERCHANTS OR BRAND COMPANIES OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM.

c. IN ADDITION TO THE TERMS SET FORTH ABOVE, WE SHALL NOT BE LIABLE REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OR INAUTHENTICITY OF, THE INFORMATION CONTAINED WITHIN THE PROGRAM OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF TO YOU, OR FOR ANY CLAIMS OR LOSSES ARISING THEREFROM. NONE OF THE FOREGOING PARTIES SHALL BE LIABLE FOR ANY THIRD-PARTY CLAIMS OR LOSSES OF ANY NATURE, INCLUDING WITHOUT LIMITATION LOST PROFITS, OR PUNITIVE OR CONSEQUENTIAL DAMAGES.

16. **DISCLAIMERS; NO WARRANTIES:** YOU EXPRESSLY AGREE THAT THE USE OF THE PROGRAM IS AT YOUR SOLE RISK AND THAT THE PROGRAM IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE SPECIFICALLY (BUT WITHOUT LIMITATION) DISCLAIM (i) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, SYSTEM INTEGRATION, QUIET ENJOYMENT OR NON-INFRINGEMENT; (ii) ANY WARRANTIES ARISING OUT OF COURSE-OF-DEALING, COURSE-OF-PERFORMANCE, OR TRADE USAGE; (iii) ANY WARRANTIES THAT THE INFORMATION, PROGRAM, OR RESULTS PROVIDED IN, OR THAT MAY BE OBTAINED FROM USE OF, THE PROGRAM WILL MEET YOUR REQUIREMENTS OR BE

ACCURATE, RELIABLE, COMPLETE, OR UP-TO-DATE; (iv) ANY WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PROGRAM; (v) ANY WARRANTIES OF TITLE AND (iv) ANY WARRANTIES WHATSOEVER REGARDING ANY PRODUCTS, PROGRAMS, INFORMATION OR OTHER MATERIAL ADVERTISED, MADE AVAILABLE, OR REFERRED TO YOU THROUGH THE PROGRAM. YOU ASSUME ALL RISK FOR ALL DAMAGES, INCLUDING DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE DEVICE OR LOSS OF DATA THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE PROGRAM. ANY CONTENT, MATERIALS, INFORMATION OR SOFTWARE DOWNLOADED, USED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PROGRAM IS DONE AT YOUR OWN DISCRETION AND RISK. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. WE DO NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT WE ARE PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW.