

THE CHEERS TO HEROES PROMOTION

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN, OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

The Cheers To Heroes Promotion ("Promotion") is sponsored by Talking Rain Beverage Company, Inc. ("Sponsor"), 30520 SE 84th Street, Preston, WA 98050 and is administered by Prize Logic, LLC, ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- PROMOTION PERIOD:** The Promotion consists of a contest ("Contest") and a sweepstakes ("Sweepstakes"). The Promotion consists of three (3) phases (each a "Phase"). Each Phase includes a submission phases (each a "Submission Phase"), and each Submission Phase is followed by a judging phase (each a "Judging Phase"). After all Submission Phases and the Judging Phase, there is a Sweepstakes and voting phase ("Sweepstakes and Voting Phase") as set forth in the chart below:

Promotion Phase	Start Date and Time	End Date (at 11:59:59 PM ET)
Submission Phase 1	April 1, 2021 at 12:00 PM ET	April 21, 2021
Judging Phase 1	April 22, 2021 at 12:00 AM ET	April 30, 2021
Submission Phase 2	April 22, 2021 at 12:00 AM ET	May 11, 2021
Judging Phase 2	May 12, 2021 at 12:00 AM ET	May 20, 2021
Submission Phase 3	May 12, 2021 at 12:00 AM ET	May 31, 2021
Judging Phase 3	June 1, 2021 at 12:00 AM ET	June 7, 2021
Sweepstakes and Voting Phase	July 1, 2021 at 12:00 AM ET	July 31, 2021

The Submission Phases, Judging Phase, and Sweepstakes and Voting Phase are collectively the Promotion period ("Promotion Period"). The Administrator's computer is the official clock of the Promotion.

- ELIGIBILITY:** The Promotion is offered only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years of age at the time of entry. Employees of Sponsor, Administrator, Viva, 5WPR, Epsilon Agency, LLC, Sponsor's promotional partners, and any of their parent and affiliate companies and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings and children and their respective spouses, regardless of where they reside) and household members of each such employee, whether or not related, are not eligible. The Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Promotion.

- HOW TO ENTER THE CONTEST:** During each Submission Phase, an eligible entrant must visit <https://sparklingicerewards.com/CheersToHeroes> ("Website") and enter his/her valid e-mail address and the information requested on the entry form, which may include,

without limitation: his/her first and complete last name (no initials); valid e-mail address; phone number; street address (no P.O. Boxes will be allowed); city, state; and zip code. Entrant must then follow the on-screen prompts to upload either a video (3 minutes or less, 80 MB, in one of the following file formats: .MOV, .MPEG, .WMV, .MP4) ("Video") or an essay (1500 characters or less) ("Essay") nominating someone in his/her community who is a "hero" (dedicated to his/her community, has made or is making an impact on his/her community, etc.) ("Nominee") (collectively a "Submission"). **All Submissions must comply with the restrictions outlined below.** Sharing or posting of the Submission on social media, including on Instagram, Facebook or Twitter, will not improve entrant's chances of winning.

Note: Upon entering the Promotion, entrants who are a Talking Rain Sparkling Ice Loyalty Program ("Loyalty Program") member will receive one hundred (100) points upon registering. To become a Loyalty Program member, an eligible entrant may visit SparklingIceRewards.com and complete and submit the registration form (registering for the Loyalty Program is free). See Loyalty Program terms at <https://sparklingicerewards.com/pdfs/Terms&Conditions.pdf>.

Limit: There is a limit of five (5) unique Submissions per person during all Submission Phases. Each Submission must be unique. If more than five (5) Submissions are received from the same person, only the first five (5) Submissions received may be considered valid. An entrant who attempts to enter more than the stated limit may be subject to disqualification from the Promotion. If it is discovered or suspected that a person has attempted to enter or upload Submissions using multiple e-mail addresses or identities, all of that person's Submissions may be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive and such prize may be forfeited, at the Sponsor's sole and absolute discretion.

NOTE: By submitting a Submission, each entrant agrees that his/her Submission conforms to the Submission Requirements set forth in Section 6 below and all other terms and conditions in these Official Rules and that Sponsor or Administrator may, at its sole and absolute discretion, disqualify him/her from the Promotion if Sponsor (in Sponsor's sole discretion) decides that his/her Submission fails to conform to the Submission Requirements or any other provision of these Official Rules.

If an entrant enters from his/her wireless phone, the entrant's wireless service provider may charge the entrant. Entrants should consult their wireless-service providers regarding their pricing plans. Message and data rates may apply.

Submission Requirements: All Submissions must comply with the following restrictions:

- Must be in English, except for commonly understood foreign words;
- Videos must not be longer than three (3) minutes and 80 MB, in one of the following file formats: .MOV, .MPEG, .WMV, .MP4;
- Essays must not be longer than 1,500 characters;
- Must not include any identifiable person(s) other than the entrant;
- Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased;
- Must not disparage Sponsor, Administrator or any other person or party affiliated with the promotion and administration of this Promotion;

- Must not include any personally identifiable information;
- Must be the original work of the entrant and must not contain images or artwork, music, quotes, parodies or other materials not created by entrant;
- Must not feature brand names, logos or trademarks other than Sponsor's trademarks in any other element of the entry or image, which Sponsor has granted, with respect to the Sponsor's trademarks, entrant a limited license to use for purposes of this Promotion;
- Must not have been submitted previously in a promotion or contest of any kind and has not been exhibited or distributed currently or previously in any media;
- Must not contain, facilitate, reference, or use material that is fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;
- Cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity or any materially dangerous activity;
- Must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
 - gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
 - the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products;
 - the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Photo or Video was created.

Entrant must have approval from any persons appearing in the Submission and be able to provide express written consent of every such person appearing in the Submission to Sponsor and/or Administrator if requested.

NOTE: If any entry fails to comply with any of these Submission Requirements or any other provisions of these Official Rules, Sponsor and Administrator reserve the right to disqualify the entrant.

SUBMISSIONS POSTED TO THE WEBSITE WERE NOT EDITED BY SPONSOR AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. Any entrant who incorporates any intellectual property owned by a third party into his/her Submission does so at his/her own risk. Without in any way limiting, expanding or amending the terms and conditions residing on any Promotion-related website, including the Website, which terms and conditions shall remain in full force and effect, if Sponsor is duly notified that any element of an entrant's Submission infringes upon the rights of another person and/or receives a legally valid

request to remove the affected Submission from any Promotion-related website because of such infringement, such Submission may be disqualified from the Promotion, as Sponsor may determine in its sole discretion. Further, no entrant will be eligible to receive the prize unless Sponsor determines, in its sole and absolute discretion, that such entrant's Submission has been or can be sufficiently cleared for legal purposes and such entrant eligibility is verified. Each person who enters this Promotion represents and warrants as follows: (i) the Submission is the entrant's own original; (ii) the Submission has not been previously published; (iii) the Submission has not won previous awards; (iv) the Submission does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with entrant, and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (v) the Submission does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; (vi) entrant has obtained permission from any person whose name, likeness or voice is used in the Submission; and (vii) the Submission does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. Each entrant hereby agrees to indemnify and hold the Promotion Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

By submitting a Submission, entrant hereby grants permission for the Submission to be publicly posted, at Sponsor's sole discretion. By submitting a Submission, entrant grants Sponsor an unlimited, worldwide, royalty-free, irrevocable, perpetual, license and right to publish, use, publicly perform and display the Submission in whole or in part, in any way, in any and all media, without limitation, and without consideration to the entrant, for promotional or marketing purposes. The Promotion Entities are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected entries, Submissions – all of which will be void. Sponsor reserves the right to disqualify any entrant and/or Submission in its sole and absolute discretion.

Once an Submission is submitted in the Promotion it may be made available on Sponsor's social media accounts or other websites for viewing by the general public and any such posting will be deemed made at the direction of the entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act.

- 4. JUDGING PHASE:** During each Judging Phase, eligible Submissions from each Submission Phase will be judged by a panel of qualified judges ("Judges") to determine the one (1) finalist (each a "Finalist") and the one hundred (100) potential third prize Contest winners, . The Judges will score the Submissions according to the following weighted criteria: (i) Nominees accomplishments: 33%; (ii) How nominee made an impact on the community: 33%; and (iii) How well the nominee exhibits leadership, dedication, and service to his/her community: 34% ("Judging Criteria"). The one (1) Submission from each Phase that receives the highest score will be a potential Finalist and the next one hundred (100) Submissions from each Phase that receive the highest scores will be the potential third prize winners . There will be a total of three hundred (300) potential third prize winners and three (3) potential Finalists. In the event of any ties, the Submission with the highest score in the "Nominees accomplishments" category will prevail. In the event there are still any ties, the tied Submissions will be judged again and the Submission with the highest overall score will prevail. If any potential third prize winner or Finalist is found to be ineligible or does not comply with these Official Rules, he/she will be disqualified and the Submission with the next highest score will be named the potential third prize winner

or Finalist. Administrator's, Judge's and Sponsor's decisions shall be final and binding in all matters pertaining to the judging and selection of the Finalists. In no event will there be more than one hundred (100) third prize winners from each Phase and no more than one (1) Finalist from each Phase.

- 5. HOW TO ENTER THE SWEEPSTAKES AND CONTEST VOTING PHASE:** During the Sweepstakes and Voting Phase, a person who is a legal resident of the fifty (50) United States or District of Columbia and eighteen (18) years or older may vote for his/her favorite Submission. A person who satisfies the eligibility requirements set forth in Section 2 may vote for his/her favorite entry and enter the Sweepstakes. The voter must visit the www.sparklingicerewards.com/cheerstoheroes ("Website") and follow the onscreen instructions to register for the Promotion and vote. Entrants who want to enter the Sweepstakes must also check the box indicating they want to enter the Sweepstakes. All three (3) Finalist Submissions will be randomly displayed and rotated in a gallery on the Website. Each voter may vote one (1) time per day during the Sweepstakes and Voting Phase and those eligible will receive (1) Sweepstakes entry for each valid vote submitted. Votes received from any person or e-mail address or household in excess of this limitation will be void. Votes generated by script, BOT, macro or other automated means are void. Voting must be completed by the actual person casting the vote. A person may not vote on behalf of another person. Subsequent votes during one calendar day by a single voter or e-mail address will be disqualified. Votes intended to impact the integrity of the voting process as determined by Sponsor in Sponsor's sole discretion are void. Payment or other consideration in exchange for votes is prohibited.

The nominee in the Finalist Submission that receives the highest number of votes will be declared the potential Contest grand prize winner, the nominee in the Finalist Submission that receives the second highest votes will be declared the potential Contest first prize winner, and the nominee in the Finalist Submission that receives the third highest number of votes will be declared the potential second prize winner. Each Contest winner is a potential winner pending verification of eligibility and compliance with the Official Rules. In the event there are any ties, the tied Submissions will be judged again and the Submission with the highest overall score will prevail. If a potential winner is found to be ineligible or does not comply with these Official Rules, or otherwise does not accept his/her prize as awarded, he/she will be disqualified and the nominee in the Submission with the next highest number of votes will be named a potential winner. The entrant who nominated the potential Contest grand prize, first prize, and second prize winners will each be a potential nominator prize winner as described below. Administrator's and Sponsor's decisions shall be final and binding in all matters pertaining to the judging, voting and selection of the winners.

- 6. SWEEPSTAKES RANDOM DRAWING:** On or about August 1, 2021, the Administrator will select one hundred (100) potential Sweepstakes prize winners (each a "Sweepstakes Prize Winner") in a random drawing from all eligible Sweepstakes entries received during the Sweepstakes/Voting Phase. Each Sweepstakes Prize Winner is deemed to be a potential Sweepstakes Prize Winner pending verification of his/her eligibility and compliance with these Official Rules as determined by Sponsor, at Sponsor's sole discretion.
- 7. PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"):**

- A. Contest Grand Prize (1):** The Contest grand prize is \$10,000 (“Contest Grand Prize”). There will be one (1) Contest Grand Prize in the Promotion. The ARV of the Contest Grand Prize is \$10,000.
 - B. Contest First Prize (1):** The Contest first prize is \$7,500 (“Contest First Prize”). There will be one (1) Contest First Prize in the Promotion. The ARV of the Contest First Prize is \$7,500.
 - C. Contest Second Prize (1):** The Contest second prize is \$5,000 (“Contest Second Prize”). There will be one (1) Contest Second Prize in the Promotion. The ARV of the Contest Second Prize is \$5,000.
 - D. Contest Third Prize (300):** The Contest third prize is \$500 (“Contest Third Prize”). There will be one (1) Contest Third Prize in the Promotion. The ARV of the Contest Third Prize is \$500.
 - E. Nominator Prize (3):** The entrant who nominated the Contest Grand Prize, Contest First Prize, and Contest Second Prize will each receive \$500 (“Nominator Prize”). There will be three (3) Nominator Prizes in the Promotion. The ARV of each Nominator Prize is \$500.
 - F. Sweepstakes Prizes (100):** Each Sweepstakes prize is \$50 (each a “Sweepstakes Prize”). The ARV of each Sweepstakes Prize is \$50. The odds of winning the Sweepstakes Prize depends on the number of eligible entries received during the Sweepstakes and Voting Phase.
 - G. General:** Limit one (1) prize per person. No prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize (or portion thereof) of comparable or greater value. Prizes are awarded “as is” with no warranty or guarantee, either express or implied. Winners are responsible for all federal, state and local taxes associated with acceptance and use of the prize. All prize details are at Sponsor’s sole discretion.
- 8. WINNER VERIFICATION:** Potential winners are subject to verification of eligibility and compliance with these Official Rules. Sponsor or Administrator will notify the potential Contest winners by sending the nominator an e-mail at the e-mail address provided upon registration. Sponsor or Administrator will get each potential nominee winner’s contact information from the nominator/entrant. Sponsor or Administrator will notify each potential Sweepstakes winners and Nominator Prize winners via email with instructions on how to redeem his/her respective prize. Each potential Contest winner will be required to sign and execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, “Prize Claim Documents”) within five (5) days of prize notification. If a potential winner fails or refuses to sign and return all Prize Claim Documents within five (5) days of prize notification, the potential winner may be disqualified and an alternate winner may be selected. Failure to provide all required information within the stated time period may result in forfeiture of winner’s right to claim his/her prize and may result in the prize being awarded to an alternate winner, if time permits. Upon verification of eligibility and compliance with these Official Rules, the winners will be contacted by Sponsor or Administrator to arrange prize fulfillment. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, the respective prize may be forfeited, and in the Sponsor’s sole discretion,

the forfeited prize may be awarded to an alternate winner, as determined by Sponsor in its sole discretion.

Administrator will attempt to notify each potential winner as set forth above, but Released Parties are not responsible for any undelivered e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Promotion e-mail, including any winner notification e-mail, to a spam or junk folder. Prizes are not transferable and includes only the items specifically listed as part of a prize. Any portion of a prize not accepted by a winner will be forfeited. The winners shall be solely responsible for payment of any and all applicable federal, state, and local taxes for his/her prize won. Odds of winning a prize depend upon the number of eligible Submissions received and the quality of the Submissions. All other costs and expenses not expressly set forth herein shall be solely each winner's responsibility. The prizes will only be awarded to verified winners. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize will not be re-awarded.

THE CONTEST WINNERS, WILL BE ISSUED A FORM 1099 FOR TAX PURPOSES IN THE AMOUNT OF THE ACTUAL RETAIL VALUE OF THE PRIZE AND MUST SUBMIT HIS OR HER SOCIAL SECURITY NUMBER OR TAXPAYER ID NUMBER, AS REQUIRED BY LAW. ALL FEDERAL, STATE, AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF A PRIZE ARE SOLELY THE RESPONSIBILITY OF THE WINNER.

- 9. LIMITATION OF LIABILITY:** By participating in this Promotion, entrants agree that Sponsor, Administrator, and each of their respective parents, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents (collectively, "Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, delayed, garbled, postage due or undeliverable tweets posts, messages, e-mails or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Promotion; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Promotion and/or accepting a Prize including any item redeemed therewith and/or any travel related thereto; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Released Parties are not responsible for any unanswered or undeliverable winner notifications.

By entering the Promotion, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion, including without limitation, in connection with any costume created, sold, distributed or otherwise used by the Released Parties regardless of whether such costumes is similar or identical to the costume contained in entrant's entry; and (iii) to forever and irrevocably

agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Promotion, including, but not limited to, any Promotion - related activity or element thereof, and the entrant's entries, participation or inability to participate in the Promotion; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof (including any travel or activity related thereto)); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of the winners in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more Prizes be awarded than are stated in these Official Rules. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more Prizes are claimed than are intended to be awarded according to these Official Rules, the intended Prize will be awarded according to Section 4 above.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE PRIZES, 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.

10. DISPUTES: THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. CONTESTANTS AGREE THAT THE RIGHTS

AND OBLIGATIONS OF ANY CONTESTANT AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION OCCURRED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

- 11. PRIVACY:** Sponsor's privacy policy is available at <https://www.sparklingice.com/privacy-policy/>.
- 12. PUBLICITY RIGHTS:** By participating in the Promotion and/or accepting a Prize, each entrant agrees to allow the Sponsor and/or the Sponsor's designee the perpetual right to use his/her name, user name(s), address (city and state), biographical information, photos (including, without limitation, profile photo(s)), picture, portrait, likeness, voice, and/or statements regarding the Promotion and/or Sponsor for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including, but not limited to, live television, worldwide, on the World Wide Web and Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
- 13. GENERAL:** Any attempted form of participation in this Promotion other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Promotion; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Promotion and void all associated entries. Any attempted form of participation in this Promotion other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or the potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address associated with the social media account used to enter. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the Prize documents will not affect the validity or enforceability of any other provision. No

entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall prevail.

- 14. WINNERS LIST:** To obtain a list of the names of the winners, mail a self-addressed, stamped business-sized envelope to: The Cheers To Heroes Promotion - Winners List Request, PO Box 251328 West Bloomfield, MI 48325. Winners List requests must be received by October 1, 2021.

© 2021 Talking Rain Beverage Company, Inc. Sparkling Ice® is a registered trademark of Talking Rain. All rights reserved.