

SPARKLING ICE® SCRATCH AND WIN GAME

OFFICIAL RULES

NO PURCHASE NECESSARY

- 1. PROMOTION DESCRIPTION:** The **Sparkling Ice® Scratch and Win Game** (the "**Promotion**") begins on 11/1/19 at 12:00:00 AM Eastern Time ("**ET**") and ends on 11/30/19 at 11:59:59 PM (ET) (the "**Promotion Period**"). Participation in the Promotion does not constitute participation in any other promotion, contest or sweepstakes. By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Talking Rain Beverage Company, 30520 SE 84th St., Preston, WA 98050 ("**Sponsor**"), which shall be final and binding in all respects. The administration of the Promotion will be conducted by TPG Rewards, 29 Broadway, 14th Floor, New York, NY 10006 ("**Administrator**").
- 2. ELIGIBILITY:** Only legal residents of the states of Alabama, Florida, Georgia, North Carolina, South Carolina, Tennessee and Virginia who are eighteen (18) years of age or older are eligible to participate. Employees, officers and directors of Talking Rain Beverage Company, TPG Rewards, their respective parent companies, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (collectively, the "**Promotion Entities**") and the immediate family members, and/or those living in the same household of each are ineligible to participate in the Promotion or win any prize. Promotion is void where prohibited by law.
- 3. HOW IT WORKS:** To participate, go to SparklingIceBaking.com (the "**Website**"), then follow the on-screen instructions to provide your email address, state of residence and date of birth and check the box that you have read and agree to these Official Rules. Then, follow the on-screen instructions to play the game and see if you have won a prize (subject to verification of eligibility). If you are notified that you are a prize winner, you must comply with all conditions of these Official Rules and winning is contingent on fulfilling all requirements. If you receive a message that contains any message other than a winning prize message, you are not a winner.

Except as contemplated in these Official Rules, personal information collected in connection with this Promotion will be used in accordance with Sponsor's Privacy Policy as noted below. **Limit one (1) entry per person and per email address per day.** For purposes of these Official Rules, a "day" is defined as any twenty-four (24) hour period during the Promotion Period beginning at 12:00:00 AM (ET) and ending at 11:59:59 PM (ET).

Prize Winner Determination: One (1) computer generated winning time will be randomly generated for each prize available. If you are the first participant to participate at one of the randomly generated times, you will be a potential winner of the prize indicated, subject to verification of eligibility. If you are a potential winner, you will be provided with instructions on how to claim your prize. If you receive a message that contains any message other than a winning prize message, you are not a prize winner.

Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing of the entries in the Promotion. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. NOTE: Participation must be by the participant and only as directed in these Official Rules. Participation by any other individual or any entity, and/or originating at any website or other platform, including but not limited to commercial promotion subscription notification and/or entering service sites, will be declared invalid and disqualified for this Promotion. The use of any device to automate the entry process is prohibited and will lead to disqualification.

In the event of a dispute over the identity of an entrant, entry will be deemed completed by the authorized account holder of the email address provided at time of registration. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider, wireless carrier, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

If due to technical, production or other errors, more prizes are claimed than intended, the intended prize will be awarded in a random drawing from all those submitting purportedly valid claims. No more than the number of prizes set forth in these Official Rules will be awarded. ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. A "SCREEN SHOT" IS NOT PROOF OR EVIDENCE OF A WINNING PLAY AND/OR PRIZE. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE WEBSITE SHOULD SO INDICATE, UNLESS AND UNTIL SAID PARTICIPANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED AND SAID PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY AND IS VOID AND WILL NOT BE HONORED. The submission of a prize claim is solely the responsibility of the participant.

4. PRIZES / ODDS:

UNCLAIMED/UNREDEEMED PRIZES WILL NOT BE AWARDED

Five (5) \$100 Williams Sonoma Gift Cards will be available throughout the Promotion Period.

Five (5) \$100 Publix Gift Cards will be available throughout the Promotion Period.

Five (5) \$100 Sur La Table Gift Cards will be available throughout the Promotion Period.

Fifteen (15) \$50 Publix Gift Cards will be available throughout the Promotion Period.

Total value of all prizes is \$2,250. Prizes will be delivered to the physical address associated with each winner once his/her verification of eligibility is satisfactorily completed and the prize claim process has been completed. Gift Cards are subject to separate terms and conditions imposed by issuer which will be provided when the prize is awarded. Odds of winning a prize depend on the total number of eligible game plays and the time and date upon which they are completed. Limit one (1) prize per person / email address.

Winners shall be solely responsible for all federal, state, and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize.

- 5. GENERAL:** Acceptance of a prize constitutes prize winner's permission for Sponsor and its designees to use prize winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Promotion or any Promotion-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made 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 assumes no responsibility for any damage to an entrant's or any other person's computer system or wireless phone which is occasioned by participating in the Promotion, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the

foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Promotion, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Promotion if it determines, in its sole discretion, that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Promotion as contemplated herein. In the event Sponsor is prevented from awarding prizes or continuing with the Promotion as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Promotion. If the Promotion is terminated before the designated end date, Sponsor will (if possible) select any remaining prize winners in a random drawing from all eligible non-winning participants who have provided an email address and played the game as of the date of the event giving rise to the termination. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. 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.

6. **PRIVACY:** For information about how the Sponsor uses your personal information, please see Sponsor's privacy policy, located at <https://www.talkingrain.com/privacy-policy/>.
7. **GOVERNING LAW/JURISDICTION:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE PROMOTION SHALL BE GOVERNED BY AND CONSTRUED IN

ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF WASHINGTON WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

8. **WINNER'S LIST:** For the names of prize winners, send an email request to customerservice@tpgny.com; include **Sparkling Ice Winners List** in the subject line. Winners' list to be available after 12/15/19.

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