

Official Rules

New Year. Your Way Sweepstakes

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OFFERED ONLY TO LEGAL RESIDENTS OF THE UNITED STATES (EXCLUDING ALABAMA, COLORADO, LOUISIANA, MARYLAND, NEW HAMPSHIRE, ORGEON, AND WEST VIRGINIA), AGED 21 YEARS OR OLDER. THE ODDS OF WINNING WILL DEPEND ON THE NUMBER OF ENTRIES SUBMITTED. PRIZES DO NOT INCLUDE ALCOHOLIC BEVERAGES.

1. ENTRY PERIOD

New Year. Your Way Sweepstakes (the "Sweepstakes") is open to participants between January 1, 2022 at 12:00:01 am Central Time ("CT") and January 31, 2022 at 11:59:59 pm CT (the "Sweepstakes Period"). All entries must be received by January 31, 2022 at 11:59:59 pm CT. Sponsor's (defined below) computer is the official clock for all purposes of this Sweepstakes.

2. ELIGIBILITY

To enter the Sweepstakes you must be a lawful permanent resident of the fifty (50) United States and D.C. (excluding AL, CO, LA, MD, NH, OR and WV), and 21 years of age or older at the time of entry ("Participant"). The Sweepstakes is void anywhere prohibited or restricted by law, regulation, rule, or otherwise. The Sweepstakes, and any website pages and advertisements related thereto, is intended for viewing only in the United States. Only Participants located in the United States are eligible to participate in the Sweepstakes. The Sweepstakes is governed by U.S. law and is subject to all applicable local, state, and federal laws and regulations.

The Sweepstakes is not open to employees, temporary employees, independent contractors, agents, owners, officers, members, or directors or members of any of those persons' households or immediate families (including, but not limited to, spouses, parents, siblings, children and each of their respective spouses) of: (a) Beverage Innovation Corporation Inc. dba Sparkling Ice Spiked, ("Sponsor" and its parents, subsidiaries, or affiliated companies); (b) any state alcohol commission, or (c) a licensed alcoholic beverage retailer, distributor, or wholesaler, or a parent, subsidiary, affiliate, or advertising or promotional agency of such a retailer, distributor, or wholesaler.

3. HOW TO ENTER

By entering the Sweepstakes, Participant agrees and consents to be bound by these Official Rules and the decisions of the Sponsor, which shall be final, and waives any right to claim ambiguity in the Sweepstakes or these Official Rules. During the Sweepstakes Period, visit NewYearYourWaySweepstakes.com ("Website") and complete the entry form. Upon completion, you will automatically receive one (1) entry. Limit one (1) entry ("Entry") per person/email address during the Sweepstakes Period. All entries must be received by 11:59:59 PM CT January 31, 2022.

4. RESTRICTIONS ON PARTICIPANTS AND ENTRIES

By participating in this Sweepstakes entrants agree that the Sweepstakes Entities and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents (“Released Parties”) are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable e-mail notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/Website/use net accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any Website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Website or any Sweepstakes-related website(s). The Released Parties are not responsible for any injury, illness, death, losses or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting or using any Prize or any food product provided to winners. The Released Parties shall not be responsible or liable for entries that are entered by any automated computer, program, mechanism or device, for any entries in excess of the stated limit or for entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such entries may, in Sponsor’s sole discretion, be disqualified.

If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, in their sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of winners in a manner it deems fair and reasonable including the selection of the winners from among eligible Sweepstakes 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. In the event that, due to technical, typographical, mechanical or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winners. 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 prizes will be awarded in a random drawing from among all verified prize claims received.

5. WINNERS

A random drawing (“Random Drawing”) from among all eligible Entrants will be conducted on or about February 1, 2022.

Potential Prize (“Prize”) Winner (“Winner”) will be notified by e-mail within two (2) business days of the Random Drawing. For Prizes with an Approximate Retail Value (“ARV”) of \$600.00 or more,

before being declared a Winner, potential Winners will be required to execute an Affidavit. The potential Winners must return a fully executed and notarized Affidavit and photo of a Government issued ID with proof of age to the Sponsor or its authorized designee within ten (10) calendar days from the date it is postmarked as being sent to the potential Winner or the Prize may (in Sponsor's sole discretion) be forfeited. If a potential Winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a Prize, or in the event that a potential Winner fails to return an executed and notarized Affidavit within the ten (10) calendar day deadline, the Prize may be forfeited, and in the Sponsor's sole discretion, the forfeited Prize may be awarded to an alternate Winner, selected in a random drawing from among all remaining eligible Sweepstakes Entries, as determined by Sponsor in their sole discretion. Upon verification of eligibility, Sponsor, or its designee will contact Winner to arrange Prize details.

All Random Drawings will be conducted by Arrowhead Promotion and Fulfillment Co., Inc., (the "Administrator") an independent judge or judging agency, whose decisions shall be final in all matters pertaining to this Sweepstakes.

Any Winners must be twenty-one (21) years of age or over.

No ineligible Participants may win.

Sponsor reserves the right to disqualify any Winner and rescind any prize for any violation of these Official Rules or as required by state or federal law, rule, regulation, or other directive and reasons not limited to [a] potential Winner's failure to execute and return the Prize Claim documents; [b] potential Winner's failure to provide Sponsor with satisfactory proof of age, identity and residency; and [c] any other non-compliance with these Official Rules. In the event of prize forfeiture, the Sponsor may, in its sole discretion, award or not award the forfeited prize to an alternate Winner. Once the potential Winner has completed all requirements in these Official Rules and been verified by Sponsor and/or Administrator, they will be declared a Winner. To be declared a winner and to receive a Prize, a potential winner must submit the documentation requested by Sponsor in order to verify their eligibility. When such information is returned to Sponsor and successfully verified, and potential winner is otherwise in compliance with these Official Rules, potential winner will be determined to be a Sweepstakes Winner ("Winner").

Odds of winning depend on number of eligible Entries received.

6. PRIZES

Grand Prize: One (1) Grand Prize Winner will receive five thousand dollars (\$5,000.00), awarded as a check made payable to winner. ARV \$5,000.00

The total ARV of Prize is **\$5,000.00**

All costs, fees, and expenses associated with any element of the Prize not specifically addressed above are the sole responsibility of Winner.

Prize cannot be, in whole or in part, transferred to another person or substituted for another Prize without the prior express written consent of Sponsor.

By participating in the Sweepstakes, Participants agree to the taking, use, and communication of their personal information, in accordance with our Privacy Policy <https://www.talkingrain.com/privacy-policy> by the Sponsor and/or its authorized agents in order to manage the Sweepstakes and Prizes. Except where prohibited by law, Participant grants Sponsor a license to use Participant's name, photograph, likeness, statements, entry materials, biographical information, voice, and city and state address on a worldwide basis, and in all forms of media, in perpetuity, and without any notice, payment, or compensation.

All applicable taxes (including federal, state, and local taxes) on Prize is the Winner's responsibility.

7. DECLARATION OF SWEEPSTAKES, AUTHORIZATION, AND RELEASE REGARDING ENTRY

By submitting an Entry, Participant irrevocably grants Sponsor and its representatives all rights, title, and interest in the Entry including, but not limited to, copyright and trademark rights, which Participant holds or will hold in the Entry and to waive, for the benefit of Sponsor, any rights that the Participant holds or will hold in the Entry. This grant includes the unconditional, worldwide, and perpetual right by Sponsor, without compensation to Participant, to use the Entry for the purposes of this Sweepstakes or any other purpose (including but not limited to using, reproducing, disseminating, publishing, distributing, performing in public, and/or editing the Entry) including without limitation for broadcast in various media including Sponsor's websites, social media websites, web banners, or advertising material at points of sale for promoting Sponsor's products.

By submitting an Entry, Participant agrees to release, discharge, indemnify, defend, and hold harmless Sponsor, Administrator and each of its respective officers, directors, employees, representatives and agents from and against any claims, damages or liability whether arising in tort, contract, or otherwise, due to any actual or alleged injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any Sweepstakes-related activity or participation in this Sweepstakes.

8. WAIVER AND LIMITATIONS OF LIABILITY

Participant acknowledges and agrees that Sponsor, its respective affiliates, subsidiaries, parent corporations, and their respective officers, directors, shareholders, employees and agents, and any and all internet servers and access provider(s) are not responsible for: any incorrect or inaccurate Entry information; human error; technical malfunctions; failures, omissions, interruptions, deletions, or defects of any telephone network, computer online system, computer equipment, server provider, or software, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Sweepstakes; inability to access the website; theft, tampering, destruction, or unauthorized access to, or alteration of, Entries; transactions that are processed late or incorrectly or are incomplete or inaccurate or lost due to computer or electronic malfunction or traffic congestion on the internet or at any website; printing or human or other errors; and any Entries which are late, lost, incomplete, misdirected, stolen, mutilated, illegible or postage due, or any combination thereof. Participants assume all risk with regard to the creation and submission of their Entries and the uploading to, downloading from, or otherwise accessing, transmitting or in any way using any website associated with this

Sweepstakes, including but not limited to thewinepromotion.com. Sponsor specifically disclaims responsibility for any such damage or loss, including but not limited to viruses, spam, hacking, theft, bugs, or worms, and/or the loss or destruction of files.

Sponsor may prohibit a Participant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said Participant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or any other unfair playing practices (including, but not limited to, the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Participant or Sponsor representative, or has violated these Official Rules. If for any reason this Sweepstakes is not capable of running as planned, including, but not limited to tampering, unauthorized intervention, fraud or any other cause beyond the reasonable control of Sponsor which corrupt in any way or affect the administration, security, fairness, integrity, fulfillment or proper conduct of the promotion, then Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes and select a potential winner from those Entries received up to the cancellation/suspension date. ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, PARTICIPANT ACKNOWLEDGES AND AGREES THAT SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

IN NO EVENT SHALL SPONSOR, ITS AFFILIATES, PARENTS, SUBSIDIARIES, SUCCESSORS, OR ASSIGNS, NOR EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, OR AGENTS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THE SWEEPSTAKES OR ANY PARTICIPANT'S PARTICIPATION, ATTEMPTED PARTICIPATION, ENTRY, USE OR MISUSE OF ANY PRIZE, OR OTHER ACTIVITIES IN CONNECTION WITH, OR ARISING OUT OF, THE SWEEPSTAKES.

9. RULES/WINNER'S LIST

For the winner's name (available after February 28, 2022), send a hand-printed, self-addressed, stamped envelope by March 31, 2022, to: Winners List, New Year. Your Way Sweepstakes Winners, c/o Arrowhead Promotion & Fulfillment Co., Inc., Attn: S8461, 1105 SE 8th Street, Grand Rapids, MN 55744. Residents of Vermont residents may omit postage.

10. SPONSOR / ADMINISTRATOR:

Beverage Innovation Corporation, Inc. dba Sparkling Ice Spiked, Preston, WA. is the Sponsor of the Sweepstakes. Arrowhead Promotional & Fulfillment Company, 1105 SE 8th Street, Grand Rapids, MN 55744 is the Administrator of the Sweepstakes.

11. GENERAL TERMS AND CONDITIONS

Website Access. Sponsor does not, in any way, guarantee that any internet site(s) associated with this Sweepstakes, will be accessible or operational without interruption throughout the Sweepstakes Period or exempt from all errors.

Sponsor's Absolute Right to Terminate Sweepstakes. Sponsor reserves the right, in its sole discretion, to terminate, cancel, end, modify, or suspend, in whole or in part, the Sweepstakes for any or no reason. Participant shall have no recourse in such event nor shall such event diminish Sponsor's rights in their Entries.

Dispute Resolution. All disputes arising out of this Agreement or the parties' relationship hereunder shall be resolved by final and binding arbitration in Seattle, Washington in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Arbitration as provided herein shall be the exclusive remedy for all claims and disputes. Judgment upon any award rendered by the arbitrator(s) may be entered in any State or Federal court having jurisdiction thereof. The expenses of the arbitration shall be borne equally by the parties. Any Claim shall be arbitrated on an individual basis and shall not be consolidated with any Claim of any other party whether through class action proceedings, class arbitration proceedings, or otherwise.

Waiver. Failure by Sponsor to enforce or exercise any rights under the terms of these Official Rules shall not be deemed a waiver of such terms or of any rights.

Severability. If any provision of these Official Rules is declared or judged illegal, unenforceable, or void by a court of competent jurisdiction, the illegal, unenforceable, or void portion of the provision will be considered stricken from the Official Rules but the remainder of the Official Rules will continue in full force and effect within the limits permitted by law.

New Year. Your Way Sweepstakes Abbreviated Rules:

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALCOHOL IS NOT PART OF THE PRIZE. Open to legal residents of US and DC (Excluding AL, CO, LA, MD, NH, OR and WV), 21 and older. Void where prohibited. Starts at 12:00:01 AM CT on 1/1/2022 and ends at 11:59:59 PM CT on 1/31/22. Subject to official rules; to receive a copy of the Official Rules, send an email to sweeps@apfco.com. Include the name of this Sweepstakes "New Year. Your Way Sweepstakes" and specify "Official Rules" in the subject line. Sponsor: Sparkling Ice Spiked, Preston, WA.