

## Sparkle Ball Sweepstakes Official Rules

- **NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE OF ANY KIND DOES NOT INCREASE YOUR CHANCES OF WINNING.**
- **VOID WHERE PROHIBITED BY LAW.**
- **ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

BY ENTERING (OR OTHERWISE PARTICIPATING IN) THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SWEEPSTAKES PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. **ELIGIBILITY:** The Sparkle Ball Sweepstakes (“Sweepstakes”) is open only to legal residents of the fifty (50) United States and the District of Columbia, who are at least eighteen (18) years of age or older as of time/date of entry. Employees, officers and directors of Talking Rain Beverage Company (“Sponsor”), Red Tetterer, Inc., Realtime Media LLC (“Administrator”) and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies (collectively, the “Sweepstakes Parties”), their immediate family members and those living in the same household as such individuals (whether legally related or not) are not eligible to participate in the Sweepstakes or win a prize. For purposes of this Sweepstakes, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and their respective spouses, and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. In the event that a household, based on address, enters the Sweepstakes using more than five (5) unique email addresses, all of the Sweepstakes entries associated with that household (determined by Sponsor or Administrator at their sole discretion) will be disqualified. Void where prohibited by law. All federal, state and local laws and regulations apply. By participating in the Sweepstakes, you unconditionally accept and agree to comply with and abide by these “Official Rules” and the decisions of Sponsor, including the interpretation of these Official Rules, administration of the Sweepstakes, selection of the winners, and Sponsor’s exercise of discretion, which will be final, non-appealable, and binding in all respects.
  
2. **TIMING: Subject to the specific start and end times of the Ticket Prize, At Home Prize, and Trip Prize Pools (defined below) as stated below**, the Sweepstakes begins at or about 12:00:00 p.m. Eastern Time (“ET”) on October 25, 2024, and ends at 11:59:59 p.m. ET on December 31, 2024 (the “Sweepstakes Period”). The Sweepstakes Period is comprised of ten (10) separate ticket prize pools (each a “Ticket Prize Pool”), one (1) trip prize pool (“Trip Prize Pool), each with a start date of October 25, 2024, and a different end date as set forth in the table below, and one (1) at home prize pool (“At Home Prize Pool”) the runs for the entire length of the Sweepstakes Period:

<b>Prize Pool and Level</b>	<b>Prize Pool End Date (at 11:59:59 p.m. ET)</b>	<b>Approximate Drawing Date</b>	<b>Prize Location</b>	<b>Prize Concert Date</b>
Trip Prize	11/12/24	11/13/24	Miami, FL	12/21/24
Ticket Prize #1	11/17/24	11/18/24	Dallas/Ft. Worth, TX	12/3/24
Ticket Prize #2	11/17/24	11/18/24	Inglewood, CA	12/6/24
Ticket Prize #3	11/19/24	11/20/24	Chicago, IL	12/9/24
Ticket Prize #4	11/19/24	11/20/24	Detroit, MI	12/10/24
Ticket Prize #5	11/24/24	11/25/24	New York, NY	12/13/24

Ticket Prize #6	11/24/24	11/25/24	Boston, MA	12/15/24
Ticket Prize #7	11/26/24	11/27/24	Philadelphia, PA	12/16/24
Ticket Prize #8	11/26/24	11/27/24	Washington, DC	12/17/24
Ticket Prize #9	12/2/24	12/3/24	Atlanta, GA	12/19/24
Ticket Prize #10	12/6/24	12/9/24	Miami, FL	12/21/24

The designated computer clock of the Administrator is the official time-keeping device in the Sweepstakes.

- 3. HOW TO ENTER:** During the Sweepstakes Period, use your web-enabled mobile device to scan the QR Code found on Sweepstakes advertising materials in-store or directly visit [sparklingice.com/sparkleball](http://sparklingice.com/sparkleball) (“Website”) and complete and submit an official entry form, which may include, but is not limited to, your full name, street address (no P.O. Boxes), email address, phone number, date of birth and you may select one (1) of the available Ticket Prize Pools you would like to enter, or you may skip this step. You may not select a Ticket Prize Pool that has expired. You cannot enter solely by scanning the QR code. Once you complete the steps above, you will receive an entry or entries into the Sweepstakes for the applicable prize pools as follows:

- Until November 12, 2024, if you selected a Ticket Prize Pool, you will receive one (1) entry into that applicable Ticket Prize Pool, one (1) automatic entry into the At Home Prize Pool and one (1) automatic entry into the Trip Prize Pool.
- Until November 12, 2024, if you skipped the step of selecting a Ticket Prize Pool, you will receive one (1) automatic entry into the At Home Prize Pool and one (1) automatic entry into the Trip Prize Pool.
- If you enter after November 12, 2024, and if you selected a Ticket Prize Pool, you will only receive one (1) entry into the applicable Ticket Prize Pool you selected and one (1) automatic entry into the At Home Prize Pool.
- If you entered after November 12, 2024, and you did not select a Ticket Prize Pool, you will only receive one (1) automatic entry into the At Home Prize Pool.
- All entries are subject to the limit below.

The Sweepstakes Parties are not responsible for technical difficulties of any kind, or for false, incorrect, changed, incomplete or illegible contact information.

**LIMIT:** Up to one (1) Ticket Prize Pool, up to one (1) Trip Prize Pool, and up to one (1) At Home Prize Pool entry per person, as outlined above, during the Sweepstakes Period. Attempts made by the same individual to earn more than the stated number of entries by using multiple or false contact information, accounts or otherwise may result in disqualification. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries that are in excess of the stated limit(s), incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor’s sole and absolute discretion. Those who do not follow all instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified. Entries submitted by those who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. All materials submitted become the physical property of Sponsor and will not be returned. In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the registered account holder of the email address associated with the entry for the domain associated with the submitted address, provided that person is eligible. Any potential winner may be required to show proof of being the registered account holder. Registered account holder is defined as the person assigned to an email address by an Internet access provider, online service provider or other organization responsible for

assigning email addresses. In the event that a dispute regarding the identity of the individual who submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

4. **SWEEPSTAKES DRAWINGS:** There will be thirty-six (36) potential winners selected in this Sweepstakes, three (3) winners for each Ticket Prize (per Ticket Prize Pool), one (1) winner for the Trip Prize, and five (5) winners for the At Home Prize, via a random drawing on or about the dates set forth in chart in Section 2 above from among all eligible entries received for each of the applicable Ticket Prize Pools, Trip Prize Pool, and At Home Prize Pool, in accordance with these Official Rules. The drawing for the At Home prizes will take place on or around January 2, 2025.
5. **ODDS:** Odds of winning a prize depend on the total number of eligible entries received for the applicable Prize Pool during the Sweepstakes Period.
6. **WINNER NOTIFICATION/PRIZE CLAIMING:** The potential winners will be notified via email (or other contact information) using the information provided on the entry form in a commercially reasonable time after the drawing. The Sweepstakes Parties are not responsible for and shall not be liable for incorrect, changed, or illegible contact information or for electronic communications that are undeliverable as a result of any form of active or passive filtering, or insufficient space in entrant's email or other account to receive messages. Sweepstakes Parties are not responsible for late, lost, intercepted, misdirected, or unsuccessful efforts to notify each potential winner. Notification is deemed to have occurred immediately upon sending of an email. If a potential winner cannot be contacted within a reasonable time period, if a potential winner is ineligible, if any notification is returned undeliverable, or if a potential winner otherwise fails to fully comply with these Official Rules, the applicable potential winner will forfeit that prize and an alternate winner may be selected from among all remaining eligible entries, if time permits. As part of the winner notification process, each potential winner may be required to complete and submit a prize redemption form ("Redemption Form"), and the Trip Prize winner will be required to complete and submit a declaration of eligibility/release of liability/prize acceptance agreement ("Declaration"), within **twenty-four (24) hours** of date of notification, as a condition of receiving a prize. As an additional condition of receiving a Ticket Prize or Trip Prize, each winner will be required to have an account and download an application ("App") for a specific ticketing event company, as determined by the Sponsor. Tickets for each winner will be awarded digitally and transferred to the App. Downloading the App and signing up for an account is free. If any potential winner fails or refuses to sign and return the Redemption Form and/or the Declaration, or refuses to sign up for an account download the App within the required time period or if the Redemption Form and/or Declaration is returned as rejected, faulty, unclaimed or returned as undeliverable to a potential winner, or you are not in good standing with the ticketing event company, and/or any potential winner is otherwise noncompliant, the applicable potential winner will be disqualified and an alternate will be selected, up to three (3) alternates if time permits, after which the applicable prize will remain un-awarded. Potential winner becomes a "winner" only after verification of eligibility by Sponsor.

Parents or legal guardians of any prize winner under the age of majority in their state/jurisdiction of residence (which is eighteen (18) in most states but is nineteen (19) in Alabama and Nebraska and twenty-one (21) in Mississippi) may be required to also sign the Declaration in order for the prize winner to be qualified to receive his or her prize(s).

No more than the stated number of prizes will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners of the advertised number of prizes available may be selected in a random drawing from among all persons making purportedly valid claims for such prizes. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

7. **PRIZES/PRIZE RESTRICTIONS:** The prizes to be awarded in this Sweepstakes are:

**ONE (1) TRIP PRIZE:** The “Trip Prize” is a three (3) day, two (2) night trip from December 20, 2024 - December 22, 2024, for the winner and one (1) travel companion to Miami, Florida to attend iHeart Radio’s Jingle Ball Concert.

**The Trip Prize includes:**

- Round-trip coach airfare from the nearest major/international airport to the winner’s home to Miami, Florida,
- Two (2) nights’ hotel accommodations (standard room, double occupancy) a hotel specified by the Sponsor,
- Two (2) tickets to iHeart Radio’s Jingle Ball Concert,
- A gift card in the amount of \$100 that can be used towards ground transportation in Miami.

Approximate Retail Value (“ARV”) of the Trip Prize: \$5,000. The actual value of the Trip Prize may vary depending on point of departure, fluctuations in the cost of air transportation and fluctuations in the cost of hotel accommodations. Any difference between the estimated ARV and the actual value of the Trip Prize will not be awarded.

The Trip Prize winner and his or her travel companion must travel together on the same itinerary and possess all required travel documents, including real ID, visas and valid passports, if and as applicable. It is the responsibility of the winner and his or her travel companion to provide proper documentation (including government issued picture identification). All aspects of the travel portions of the Trip Prize must be conducted on such dates as determined by Sponsor in its sole and absolute discretion. The dates of departure and return are subject to change at the Sponsor’s sole and absolute discretion. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. Travel must be booked at least thirty (30) days prior to travel, but no later than November 21, 2024, and all travel must be completed prior to December 22, 2024. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Sponsor reserves the right to structure travel routes, select hotels, and all other aspects of the prize in their sole and absolute discretion. Winner will not receive cash or any other form of compensation if actual travel costs are less than (or more than) the estimate made in these Official Rules. The round-trip air transportation element for the Trip Prize begins and ends at the point of departure. If the Trip Prize winner elects to travel or partake in the Trip Prize with no travel companion, no additional compensation will be awarded to the Trip Prize winner in lieu of the unused airfare. The Trip Prize is subject to seat and hotel availability, as well as Sponsor’s terms and conditions generally applicable thereto. If, in the judgment of Sponsor, air travel is not required due to winner’s proximity to prize location, ground transportation will be substituted for round-trip air travel at Sponsor’s sole and absolute discretion. The difference in value will not be awarded to the prize winner.

Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any Trip Prize-related services or accommodations. Sponsor is not liable for any missed prize events, or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other prize element except at the sole and absolute discretion of Sponsor. Additional prize award details and travel information to be provided to the Trip Prize winner at the time of Trip Prize notification. The Trip Prize winner and companion are responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. The Trip Prize winner may be required to provide a credit card at the time of hotel check-in. Companion of the Trip Prize winner must be at least 18 years of age and older in most states, 19 in Alabama and Nebraska, and 21 in Mississippi, as of the date of departure or winner must be the parent or legal guardian of companion or have written permission from the parent/legal guardian. The travel companion must execute liability/publicity releases prior to issuance of travel documents. Once a travel companion is selected, he/she may not be substituted, except in Sponsor’s sole and absolute discretion. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by Sponsor’s transportation carrier(s) of choice. Lost, stolen or damaged airline tickets, travel

vouchers, event tickets, gift cards, will not be replaced or exchanged. All expenses not specifically mentioned herein, are not included as part of any Trip Prize package, and are solely the Trip Prize winner's responsibility, including, but not limited to: hotel taxes, additional ground transportation at the Trip Prize winner's destination, travel insurance, room service, bag check fees, parking fees, laundry service, food, alcoholic beverages, merchandise, souvenirs, telephone calls, tips, gratuities and service charges. Transportation carrier, venue, and hotel regulations and conditions apply. Travel and lodging are subject to availability, and any changes made to either of these will be at the expense of the Trip Prize winner. Should any event, element or detail of the Trip Prize become unavailable, the Sponsor shall have no obligation to the winner aside from providing the remaining portion of the Trip Prize, minus any unavailable event, element or detail. If, for whatever reason, the event associated with the prize is canceled after the prize is awarded, Sponsor's liability for the prize is limited only to the non-event portions of the prize. No compensation will be paid in lieu of the canceled event, but tickets may be subject to standard rain-check policies and procedures set by the issuer. The tickets to the event are subject in all respect to the terms and conditions set forth on the tickets and any requirements of the facility hosting the event. Seat locations (if applicable) will be determined by the Sponsor. The winner agrees that tickets are awarded pursuant to a revocable, nontransferable license that is personal to that applicable winner, and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated or otherwise conveyed. The winner is strictly prohibited from selling, auctioning, trading or otherwise transferring the tickets unless Sponsor consents in writing. In the event a prize winner (and/or his or her companion) engages in behavior that (as determined by Sponsor or any prize provider in its or their sole and absolute discretion) is obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, harass any other person, creates an unauthorized disturbance, interruption or unnecessarily rough physical contact, potential for injury or property damages, or for any unhealthy, unsafe, unlawful, or inappropriate act, Sponsor reserves the right to terminate the applicable experience early and winner and/or companion may be removed or disqualified from participating in any aspect of the prize for any reason at any time. If the winner or companion, in the opinion of Sponsor or any of Sponsor's representatives, is considered a physical or mental threat to the well-being of any other individual, he/she may be removed from any premises relating to the prize and winner consents to such removal. Decisions regarding the conduct of the winners and companions in all aspects of their participation in the prize event/activity will be in the sole discretion of Sponsor, and any of Sponsor's representatives and final and binding in all respects.

**THIRTY (30) TICKET PRIZES (THREE [3] AWARDED PER TICKET PRIZE POOL):** Each "Ticket Prize" is two (2) tickets to iHeart Radio's Jingle Ball at the location you selected in your entry. **No travel or accommodations awarded with the Ticket Prize.** ARV of each Ticket Prize: \$500.

If a Ticket Prize winner does not live within fifty (50) miles of the Ticket Prize they selected, the Ticket Prize winner may do a one (1) time transfer of the Ticket Prize to a family member or friend. Tickets must be used on the dates specified by the Sponsor. Winner and guest must use the tickets on the same day. No compensation will be paid in lieu of any canceled event, but tickets may be subject to standard rain-check policies and procedures set by the issuer. The tickets to the event are subject in all respect to the terms and conditions set forth on the tickets and any requirements of the facility hosting the event. Seat locations (if applicable) will be determined by the Sponsor. The winners agree that tickets are awarded pursuant to a revocable, nontransferable license that is personal to that applicable winner, and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated or otherwise conveyed, except as described above. The winners are strictly prohibited from selling, auctioning, trading or otherwise transferring the tickets unless Sponsor consents in writing.

**FIVE (5) AT HOME PRIZES:** Each "At Home Prize" is one (1) Record Player and five (5) vinyl albums. Actual vinyl albums to be determined by the Sponsor in its sole discretion. ARV of each At Home Prize is \$299.

Total ARV of all prizes available in the Sweepstakes: \$21,495

The Trip Prize and At Home Prize are non-transferable. Each prize has no cash redemptions, equivalents, or substitutions except at Sponsor's sole and absolute discretion. All prize details not

specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and are subject applicable rules and restrictions. In the event that Sponsor is unable to provide a prize or prize component, the Sponsor may elect to provide winners with the approximate value of such item in cash or award an alternate prize of comparable or greater value. Prizes are awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes received, regardless of whether they, in whole or in part, are used. The ARV of the prizes is based on available information provided to Sponsor as of the time these Official Rules are printed and may fluctuate. The value of the Trip Prize awarded to the winner will be reported for tax purposes as required by law. The winner of such prize will be required to provide Sponsor with a valid social security number before the prize(s) will be awarded for tax reporting purposes. An IRS Form 1099 will be issued in the name of winner for the actual value of the prize received. Any unclaimed prize will be forfeited. Prizes, if legitimately claimed, will be awarded. The Sweepstakes Parties are not responsible for and will not replace any lost, mutilated or stolen prizes or any prize that is undeliverable or does not reach the winner because of an incorrect or changed address. If a winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and the Sweepstakes Parties will have no further obligation with respect to that prize or portion of the prize. No more than the stated number of prizes will be awarded. The Sweepstakes Parties are not responsible for, and winner will not receive the difference, if any, between the actual value of the prize(s) at the time of award and the stated ARV in these Official Rules or in any Sweepstakes-related correspondence or material. Limit of one (1) prize per person. Sponsor will attempt to fulfill all properly-claimed Ticket Prizes and Trip Prize within approximately one (1) to two (2) weeks after winner verification. All tickets will be awarded digitally. Sponsor will attempt to fulfill all properly-claimed At Home Prizes within six (6) to eight (8) weeks after winner verification.

- 8. GENERAL:** Subject to applicable law, each winner hereby expressly grants to the Sweepstakes Parties and their respective successors, assigns, sublicensees and designees, the irrevocable right to use and publish his/her name, social handles, likeness (photographic or simulated), voice, biography and place of residence for all purposes, including, without limitation, advertising, marketing, promotional and publicity purposes in connection with this Sweepstakes ("Advertising"), in any and all media now or hereafter devised, worldwide, in perpetuity, without any form of notice, permission or any amount or kind of compensation, except for the awarding of the prize(s) to the winner(s). All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winner hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of winner's name, likeness or voice under contract, tort or any other theory of law. The Sweepstakes Parties do not assume any responsibility for any disruption in the Sweepstakes, including, but not limited to, the failure or interruption of any social media platform or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Sweepstakes materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In the event Sponsor is prevented from continuing with the Sweepstakes by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each, a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Sweepstakes or prize. Sponsor additionally reserves the right, in its sole and absolute discretion to modify, suspend or terminate the Sweepstakes should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Sweepstakes.
- 9. CONDUCT:** The Sweepstakes Parties are not responsible for the actions of entrants in connection with the Sweepstakes, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes.

The Sweepstakes Parties reserve the right, at their sole discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in any manner deemed by the Sweepstakes Parties to be in violation of the Official Rules, or to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person, or to be tampering with the entry process or the operation of the Sweepstakes, and void all associated entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE SWEEPSTAKES PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

- 10. WAIVERS AND DISCLAIMERS:** The Sweepstakes Parties assume no responsibility or liability for: (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, entries, URLs, or emails; (b) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of entries or registrations at any point in the operation of this Sweepstakes; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Sweepstakes; (e) inaccessibility or unavailability of the Internet or the website or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, social networking posts, or registrations, the announcement of the prizes, or in any other Sweepstakes-related materials; or (f) any injury or damage to entrants or to any other person's computer which may be related to or resulting from any attempt to participate in the Sweepstakes. If, for any reason, the Sweepstakes (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, then the Sweepstakes Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. If terminated, the Sweepstakes Parties will award the prizes in a random drawing from among all non-suspect, eligible entries received for the Sweepstakes up to the time of such action.
- 11. RELEASES:** All entrants, as a condition of participation in this Sweepstakes, release, discharge, indemnify and hold harmless the Sweepstakes Parties and each of their respective directors, officers, employees, agents, successors and assigns (collectively, "Released Parties") from and against any and all liability, claims, costs (including attorneys' fees), losses, damages, fines, or actions of any kind whatsoever for injuries, death, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with: (i) participation in any aspect of the Sweepstakes (including travel to/from any Sweepstakes activity), (ii) the receipt, ownership, use or misuse of the prizes awarded, including any travel associated with any prize, (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; (iv) entrant's registration material on any related website, or (iv) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or prize.
- 12. GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will 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 laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF

ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

- 13. DISPUTE RESOLUTION:** The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in the State of Washington, and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in the State of Washington. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in the State of Washington. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.
- 14. ENTRY INFORMATION AND SWEEPSTAKES COMMUNICATIONS:** As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. By participating in the Sweepstakes, entrant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://talkingrain.com/privacy-policy/>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.
- 15. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules, Redemption Form, or the Declaration will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules, Redemption Form, or the Declaration is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained



in any Sweepstakes-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

- 16. WINNERS LIST:** To receive names of the winners, send a #10 self-addressed, stamped envelope for receipt by March 3, 2025, to: Sparkle Ball Sweepstakes - Winners List Request, c/o Realtime Media, 1001 Conshohocken State Road, Suite 2-100, West Conshohocken, PA 19428.
- 17. SPONSOR:** Talking Rain Beverage Company, 8300 304th Avenue SE, Preston, WA 98050. Reference to third parties in connection with prizes and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Sweepstakes.
- 18. ADMINISTRATOR:** Realtime Media LLC, 1001 Conshohocken State Road, Suite 2-100, West Conshohocken, PA 19428.