

## SPARKLING ICE® BACK TO SCHOOL SWEEPSTAKES

### OFFICIAL RULES

#### NO PURCHASE NECESSARY

1. **SWEEPSTAKES DESCRIPTION:** The **Sparkling Ice® Back to School Sweepstakes** (“**Sweepstakes**”) begins on 8/1/23 at 12:00:00 AM Eastern Time (“**ET**”) and ends on 10/2/23 at 11:59:59 PM ET (the “**Sweepstakes Period**”). Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, 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 84<sup>th</sup> St., Preston, WA 98050 (“**Sponsor**”), which shall be final and binding in all respects. The administration of the Sweepstakes will be conducted by TPG Rewards, Inc., 19790 West Dixie Hwy, Suite 808, Aventura, FL 33180 (“**Administrator**”).

2. **ELIGIBILITY:** Open to legal United States residents residing in the fifty (50) United States and District of Columbia who are eighteen (18) years of age or older. Employees, officers and directors of Talking Rain Beverage Company, Administrator, and each of their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors and employees (collectively, the “**Sweepstakes Entities**”) and the immediate family members, and/or those living in the same household of each, are ineligible to enter the Sweepstakes or win a prize. Sweepstakes is void where prohibited by law.

3. **HOW TO ENTER:** To enter the Sweepstakes, visit the website [www.SparklingSchoolSweeps.com](http://www.SparklingSchoolSweeps.com) (the “**Website**”). At the Website, complete the entry form with the information requested, and follow the on-screen instructions to submit your entry and receive one (1) entry into the Sweepstakes. There will be ten (10) Grand Prizes and two hundred (200) Runner Up Prizes available in the Sweepstakes, as further described below. The prize winners will be randomly selected from among all eligible entries received at the end of the Sweepstakes Period. All requested information on the entry form at the Website must be completed to enter and to be eligible for a chance to win. Incomplete entries will be disqualified. Proof of entering information at the Website is not considered proof of delivery to or receipt by Sponsor of such entry. Except as contemplated in these Official Rules, personal information collected in connection with this Sweepstakes will be used in accordance with the privacy policy found on the Website.

**NOTE:** The email address associated with an entry into the Sweepstakes must be from one of the following domains: yahoo.com, gmail.com, hotmail.com, aol.com, comcast.net, msn.com, live.com, sbcglobal.net, att.net, verizon.net, ymail.com, bellsouth.net, outlook.com, icloud.com, cox.net, charter.net, rocketmail.com, aim.com, junos.com, windstream.net, mail.com, optonline.net, earthlink.net, zedian.biz, me.com. Internet entry must be made by the entrant, only at the Website.

Entries made by any other individual or any entity, and/or originating at any other website or email address, including but not limited to commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. The use of any device to automate the entry process is prohibited.

All entries must be received by the end of the Sweepstakes Period in order to participate. The Website's database clock will be the official timekeeper for online entries in this Sweepstakes. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. The Sweepstakes 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 Sweepstakes or by any technical or human error which may occur in the processing of the entries in the Sweepstakes. The Sweepstakes Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. **Limit one (1) per person/email address for the life of the program.**

**4. WINNER SELECTION AND NOTIFICATION:** On or about 10/5/23, the potential prize winners will be randomly selected from all eligible entries received during the Sweepstakes Period. The potential prize winners will receive their prize by email. Sponsor shall have no liability for any winner prize that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such potential prize winner will be disqualified and an alternate prize winner may be selected.

**5. PRIZES / APPROXIMATE RETAIL VALUES (ARV) / ODDS:**

Ten (10) Grand Prizes are available. Each Grand Prize consist of \$2,000 in Walmart eGift Cards (to be awarded in four (4) \$500 Walmart eGift Cards) / ARV \$2,000 each prize. Two Hundred (200) Runner Up Prizes are available. Each Runner Up Prize consists of one (1) \$250 Walmart eGift Card / ARV \$250 each prize. The total ARV of all Prizes is \$70,000. Walmart eGift Cards are subject to separate terms and conditions associated with their use. Unclaimed prizes will not be awarded. All applicable federal, state and local taxes on prize are the sole responsibility of the prize winner. The odds of winning depend on the total number of eligible entries received during the Sweepstakes Period. Limit one (1) prize per person. **Grand Prize winners will receive an Internal Revenue Service Form 1099 for the ARV of the prize for the tax year in which the prize was awarded.**

**6. GENERAL:** Potential Grand Prize winners will be required to sign and return a notarized Affidavit of Eligibility/Liability Release and, where permitted by law, Publicity Release within ten (10) days after first notification attempt. If prize notification or prize is returned as non-deliverable, prize may be forfeited. If any potential prize winner is found

to be ineligible, or if he or she has not fully complied with these Official Rules or declines the prize for any reason prior to award such prize will be forfeited. No correspondence will be acknowledged. No substitutions or transfer of any prize permitted except that Sponsor reserves the right to substitute a prize of equal or greater value in the event that an offered prize is unavailable for any reason. By accepting prize, winner releases and agrees to hold harmless Sweepstakes Entities, their respective affiliates, directors, employees, officers, and agents ("**Released Entities**") from any and all liability, injury, loss or damage of any kind, including but not limited to personal injury or death, arising from or in connection with participation in the Sweepstakes, or the awarding, receipt, possession, use or misuse of any prize and/or respect to participation in any prize related activity. Neither Released Entities nor their employees will have any liability whatsoever for any injuries, losses or damages of any kind caused by any prize or resulting from acceptance, possession, use and/or misuse of any prize or participation in the Sweepstakes or any Sweepstakes-related activities. Acceptance of a prize shall be construed as and signify the winner's agreement and consent that Sponsor and its designees may use such entrant's name, voice, likeness, biographical information and/or prize information in any and all media for any purpose, including without limitation, advertising and promotional purposes, without further compensation, notification, or permission in perpetuity and hereby releases the Sweepstakes Entities from any liability with respect thereto, where allowed by law. Winners acknowledge that neither Sponsor nor its agents have made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize, including, but not limited to, its quality, mechanical condition or fitness for a particular purpose. Any and all warranties and/or guarantees on a prize, if any, are subject to the manufacturers' terms therefore and winner agrees to look solely to such manufacturers for any such warranty and/or guarantee. By participating in this Sweepstakes, entrants agree to be bound by the Official Rules and the decisions of the Sponsor, which are final and binding in all respects. Sponsor not responsible for any typographical or other error in the printing of the offer or in administration of the Sweepstakes.

**7. LIMITATIONS AND RELEASES:** 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 accessing the Website or otherwise participating in the Sweepstakes, 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, or stolen entries 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 Sweepstakes or the Website, 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 Sweepstakes, 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 Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is 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 Sweepstakes as contemplated herein. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select winners in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. 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.

8. **GOVERNING LAW:** 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 SWEEPSTAKES 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.

9. **PRIVACY:** For information about how the Sponsor uses your personal information, please see its privacy policy, located at [sparklingice.com/privacy-policy/](http://sparklingice.com/privacy-policy/).

10. **WINNERS' LIST:** Any legally required winner's list may be obtained by sending a self-addressed, stamped envelope to: **Sparkling Ice® Back to School Sweepstakes**, Attn: Winners List, 19790 West Dixie Hwy, Suite 808, Aventura, FL 33180. All such requests must be received within six (6) weeks after the end of the Sweepstakes Period. This company is not affiliated with Wal-Mart Stores, Inc., Wal-Mart Stores Arkansas, LLC, Walmart.com or any of their affiliates. Wal-Mart Stores, Inc., Wal-Mart Stores Arkansas, LLC, Walmart.com and their affiliates do not endorse or sponsor this reward program's services, products, or activities. See <http://Walmart.com/giftcardterms> for complete gift card terms and conditions.