

Sparkling Ice® Flavor in Session Promotion

Official Rules

- **NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS PROMOTION. A PURCHASE OR PAYMENT 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 PARTICIPANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

BY ENTERING (OR OTHERWISE PARTICIPATING IN) THE PROMOTION, 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 PROMOTION PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. **ELIGIBILITY:** The Sparkling Ice® Flavor in Session Promotion (“Promotion”) is open only to legal residents of one (1) of the fifty (50) United States or the District of Columbia, who are at least eighteen (18) years of age or older as of time/date of participation. Employees, officers and directors of Talking Rain Beverage Company, Inc. (“Sponsor”), Walmart Inc., Red Tettermer, Inc., TPG Rewards, Inc. (“Administrator”) and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies (collectively, the “Promotion 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 Promotion or win a prize. For purposes of this Promotion, 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. Void where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply. By participating in the Promotion, 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 Promotion, selection of the winners, and Sponsor’s exercise of discretion, which will be final, non-appealable, and binding in all respects.
2. **TIMING:** The Promotion begins at or about 9:00:01 a.m. Eastern Time (“ET”) on August 1, 2024, and ends at 11:59:59 p.m. ET on October 31, 2024 (the “Promotion Period”). The Promotion awards “Prizes” (as this term is defined below) throughout the Promotion Period instantly awarded to participants via randomly selected times during the Promotion Period. The designated computer clock of the Administrator is the official time-keeping device in the Promotion.

3. **HOW TO ENTER:** During the Promotion Period, go to www.SparklingIceFlavorsSweeps.com ("Website"), complete the required information to register for the Promotion, and click on the button to go to the Sparkling Ice Spin the Wheel Game (the "Game"). Once you have accessed the Sparkling Ice Spin the Wheel, follow the on-screen instructions to complete your spin. Once the tiles stop spinning, if the wheel comes to stop on a winning tile - you will win a Prize, as indicated on the tile – subject to verification by Administrator and/or Sponsor. Prize determination will be randomly computer-generated during the Promotion Period. In the event a dispute regarding the identity of the individual who actually completed a spin cannot be resolved to Sponsor's satisfaction, the affected spin will be deemed void. **NOTE:** Participation must be completed by the participant, only at the Website. Participation by any other individual or any entity, and/or originating at any other website or e-mail address, 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 participation process is prohibited. You must be registered in the Sparkling Ice Spin the Wheel Game to participate. Limit one (1) spin per person/phone number/email address per day. A day is defined as 12:00:01 am ET through 11:59:59 pm ET. In the event of a dispute regarding any Prize claim, the spin will be deemed to have been completed by the Authorized Account Holder of the email address submitted at the time of registration, if that person meets all eligibility requirements set forth in these Official Rules. "Authorized Account Holder" means the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. Participants may not participate with multiple e-mail addresses, nor may participants use any device or artifice to participate multiple times or as multiple participants. Any participant who attempts to participate with multiple email addresses, under multiple identities or uses any other device or artifice to participate multiple times will be disqualified from participation in the Game and . Only fully completed registrations are eligible. Sponsor is not responsible for any change of email address and/or telephone number of participants.

If due to printing, production, computer or other errors, more Prizes are claimed than intended, the intended number of Prizes 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 ENTRIES ARE SUBJECT TO VERIFICATION BY SPONSOR AND/OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING. A "SCREEN SHOT" IS NOT PROOF OR EVIDENCE OF A WINNING GAME PLAY AND/OR PRIZE. A PARTICIPANT IS NOT A WINNER OF ANY**

PRIZE, EVEN IF THE SPARKLING ICE SPIN THE WHEEL SHOULD SO INDICATE, UNLESS AND UNTIL SAID PARTICIPANT'S ELIGIBILITY AND THE POTENTIAL WINNING SPIN HAS 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 SPIN THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE SPIN AND IS VOID AND WILL NOT BE HONORED.

The Website's database clock will be the official timekeeper for the Promotion. The Promotion Entities shall not be responsible for incorrect or inaccurate registration 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 spins 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 the Promotion.

IMPORTANT FOR PARTICIPANTS USING A MOBILE DEVICE TO PARTICIPATE IN THE PROMOTION: Message and data rates may apply. Not all mobile telephone providers carry the service necessary to participate in this Promotion and/or obtain a Website link. You should consult your wireless providers' pricing plans.

- 4. PRIZE WINNER NOTIFICATION:** Potential winners will be notified immediately at the conclusion of their Game spin. If a participant is a potential winner, they will be directed to check their email to see what they've won. Promotion Entities shall have no liability for any potential winner notification that is not received by any potential winner for any reason, including but not limited to computer malfunctions. If potential winner is ineligible or if any notification is returned undeliverable, or if a potential winner otherwise fails to fully comply with these Official Rules, potential winner will forfeit that Prize and no alternate winner will be selected. As part of the winner notification process, the potential Grand Prize winner will be required to complete and submit a declaration of eligibility/release of liability/Prize acceptance agreement ("Declaration"), within five (5) days of date of notification, as a condition of receiving a Prize. If the potential winner fails or refuses to complete the Declaration within the required time period or if the Declaration is returned as rejected, faulty, unclaimed or returned as undeliverable to potential winner, and/or the potential winner is otherwise noncompliant, the potential winner will be disqualified and no alternate potential winner will be selected, after which the Grand Prize will remain un-awarded. A potential winner becomes a "winner" only after verification of eligibility by Sponsor.

Parents or legal guardians of a Grand Prize winner who is 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 their Prize.

No more than the stated number of Prizes will be awarded. Limit of one (1) Prize per person and per household. 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 participant's sole and exclusive remedy under such circumstances.

5. PRIZES/PRIZE RESTRICTIONS:

ONE (1) GRAND PRIZE: The "Grand Prize" is a \$500 Walmart gift card and a one-year supply of Sparkling Ice. Approximate Retail Value ("ARV") of the Grand Prize: \$631.76.

EIGHT (8) FIRST PRIZES: Each "First Prize" is a \$250 Walmart gift card and a Buy One Get One Free Sparkling Ice Barcode Buck\$ digital certificate. ARV of each First Prize: \$251.08. ARV of all First Prizes Combined: \$2,008.64.

ONE HUNDRED (100) SECOND PRIZES: Each "Second Prize" is a \$100 Walmart gift card and a \$.75 off Sparkling Ice Barcode Buck\$ digital certificate. ARV of each Second Prize: \$100.75. ARV of all Second Prizes Combined: \$10,075.

ONE HUNDRED AND FIFTY (150) THIRD PRIZES: Each "Third Prize" is a \$25 Walmart gift card and a \$.50 off Sparkling Ice Barcode Buck\$ digital certificate. ARV of each Third Prize: \$25.50. ARV of all Third Prizes Combined: \$3,825.

SIX THOUSAND NINE HUNDRED (6,900) FOURTH PRIZES: Each "Fourth Prize" is a free 17oz Sparkling Ice Barcode Buck\$ digital certificate. ARV of each Fourth Prize: \$1.08. ARV of all Fourth Prizes Combined: \$7,452.

Total ARV of all Prizes available in the Promotion: \$23,992.40.

Gift card Terms and Conditions apply: Use the gift card at any Walmart store or Sam's Club in the U.S. or Puerto Rico, or on-line at Walmart.com, Samsclub.com, or at any location listed at <http://Walmart.com/giftcardterms>. Terms, including a mandatory arbitration provision, apply to use of this card. See full terms, which may change without notice, at Walmart.com/giftcardterms. Card balance is a liability of Wal-Mart Stores Arkansas, LLC. No cash redemption unless required by law. No replacement for lost/stolen cards. Walmart may refuse to accept this card and take action, including balance forfeiture, for fraud,

abuse or violations of terms. Never give card numbers to someone you don't know. For more information on how to protect yourself from fraud, visit <http://Walmart.com/fraud>. To report fraud or to check balance, call 1-888-537-5503. One Year supply of Sparkling Ice will be awarded as 12 cases of Sparkling Ice, any flavor of the winner's choosing, subject to availability in-store. If a winner selects a retailer that accepts Barcode Buck\$®, their Sparkling Ice Product prize will be awarded in the form of a Barcode Buck\$® digital certificate. Winner will receive a link to the Barcode Buck\$ digital certificate by email from the Administrator. Barcode Buck\$® digital certificate will include details including Prize value, participating product(s), participating retailers and redemption instructions. The Barcode Buck\$® digital barcode certificate will be scanned by the consumer at any participating retailer as payment for the purchase of any participating product(s). Grand Prize winner may utilize the Barcode Buck\$® digital certificate up to twelve (12) times or up to \$131.76 is redeemed in participating products, whichever occurs first. Barcode Buck\$® expire on 8/31/25. Barcode Buck\$® can be redeemed at participating retailers found in the link in each Prize winner's notification email. If a winner selects a retailer that does not accept Barcode Buck\$®, they will receive the max. ARV value of the Sparkling Ice Product in cash via Venmo.

Prizes are non-transferable, with 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 to prize provider's 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. Any unclaimed Prize will be forfeited. Prizes, if legitimately claimed, will be awarded. The Promotion 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 Promotion 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 Promotion Parties are not responsible for and winner will not receive the difference, if any, between the actual value of the Prizes at the time of award and the stated ARV in these Official Rules or in any Promotion-related correspondence or material. Limit of one (1) Prize per person and per household.

Sponsor will attempt to fulfill all properly-claimed Prizes within approximately four (4) to six (6) weeks after winner verification.

6. **GENERAL:** Subject to applicable law, each winner hereby expressly grants to the Sponsor and its successors, assigns, sublicensees and designees, the irrevocable right to use and publish their 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 Promotion (“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 Prizes to the winners. 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 such winning recipient’s name, likeness or voice under contract, tort or any other theory of law. The Promotion Parties do not assume any responsibility for any disruption in the Promotion, 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 Promotion 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 Promotion 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 Promotion 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 Promotion or Prize. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Promotion should causes beyond Sponsor’s control corrupt or interfere with the administration, integrity, operation, security or proper play of the Promotion; or (b) to disqualify any participant found to be, or suspected of: (i) tampering with the Promotion process or the operation of the Promotion; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner.
7. **CONDUCT:** The Promotion Parties are not responsible for the actions of participants in connection with the Promotion, including participants’ attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Promotion. The Promotion Parties reserve the right, at their sole discretion, to disqualify any individual found to be tampering with the participation process or the operation of the Promotion,

or to be acting in any manner deemed by the Promotion Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Promotion Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated wheel spins and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, at its sole and absolute discretion, to disqualify (or terminate the Prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

8. **WAIVERS AND DISCLAIMERS:** The Promotion Parties assume no responsibility or liability for: (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Game plays, URLs, or emails; (b) any incorrect or inaccurate registration information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of registrations at any point in the operation of this Promotion; (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 Promotion; (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 Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, social networking posts, or registrations, the announcement of the Prizes, or in any other Promotion-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion. If, for any reason, the Promotion (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 Promotion, then the Promotion Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Promotion Parties will award the Prizes from among all non-suspect, eligible registered participations for the Promotion up to the time of such action.

9. **RELEASES:** All participants, as a condition of participation in this Promotion, agree to release, discharge, indemnify and hold harmless the Promotion 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, 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 Promotion (including travel to/from any Promotion activity), (ii) the receipt, ownership, use or misuse of the Prize 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) participant'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 Promotion activity and/or Prize.
10. **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 participants, Sponsor or the Released Parties in connection with the Promotion 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 PROMOTION, PARTICIPANT 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 PROMOTION, 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 PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT 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) PARTICIPANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND PARTICIPANT 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.

11. **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 Promotion 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 participant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

12. REGISTRATION INFORMATION AND PROMOTION COMMUNICATIONS: As a condition of entering the Promotion, each participant 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 Promotion and to comply with applicable laws, regulations and rules. Any information participant provides to Sponsor may be used to communicate with participant in relation to this Promotion or on a Promotion winner's list. By participating in the Promotion, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://www.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.

13. MISCELLANEOUS: The invalidity or unenforceability of any provision of these Official Rules or the Declaration will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules 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. Participants 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 Promotion-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.

14. **WINNERS LIST:** For the names of the winners, send an email to winnerslist@tpgny.com with "V-R8322" in the subject line. Limit one request per person/email address. Requests must be received by 11:59pm CT on November 30th, 2024. List will be send once all winners have been verified and will only contain winners whose Prizes are valued at \$25 or more.
15. **SPONSOR:** Talking Rain Beverage Company, Inc., 8300 304th Ave 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 Promotion.
16. **ADMINISTRATOR:** TPG Rewards, Inc. located at 19790 West Dixie Hwy, Suite 808, Aventura, FL 33180.