

**Sparkling Ice® LIFE SAVERS™ Flavor to the Rescue
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 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® LIFE SAVERS™ Flavor to the Rescue Promotion (“Promotion”) is open only to legal residents of the fifty (50) United States and eighteen (18) years of age or older as of date of entry. Employees, officers and directors of Talking Rain Beverage Company, Inc. (“Sponsor”), Mars Wrigley Confectionery US, LLC, Red Tettemer O’Connell + Partners, Mod Op. LLC, Realtime Media LLC (“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. 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 a.m. Eastern Time (“ET”) on April 27, 2026 and ends at 11:59 p.m. ET on June 1, 2026 (the “Promotion Period”). The Promotion consists of a chance-based random drawing (the “Sweepstakes”) and a skill-based contest (the “Contest”). Entries submitted during the Promotion Period are entered into the Sweepstakes, and a random drawing will be conducted to select the one (1) Sweepstakes winner on or about June 2, 2026, as further described in Section 6 of these Official Rules. Additionally, entries submitted from 9:00 a.m. ET on April 27, 2026 through 11:59 p.m. ET on May 10th, 2026 (the “Contest Entry Period”) will be considered in the Contest. A “Judging Period” will begin on May 11, 2026 and end on or about May 21, 2026 to review all entries submitted during the Contest Entry Period and select the one (1) Contest winner, as further described in Section 5 of these Official Rules. The designated computer clock of the Administrator is the official time-keeping device in the Promotion.
3. **HOW TO ENTER:** During the Promotion Period, visit <https://FlavorToTheRescue.com> (“Website”) submit your valid email address, and complete and submit an official entry form, including your full name, street address (no P.O. Boxes), phone number, and date of birth. Then, follow the on-screen instructions to submit an essay not to exceed 1,500 characters that describes how Flavor Flav could rescue you from your identified mundane task (the “Essay”). Your entry form and Essay are collectively referred to as your “Entry”. Your Entry must comply with all Entry Requirements described in Section 4 of these Official Rules.

If you submit your Entry during the Contest Entry Period, your Entry will be included in the Judging Period for consideration for the Contest Grand Prize (as defined in Section 9 of these Official Rules) as well as entered into the Sweepstakes. If you submit your Entry during the Promotion Period but at or after 12:00 a.m. ET on May 11, 2026, your Entry will only be included in the Sweepstakes.

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

LIMIT: One (1) Entry per person for the entire Promotion Period. Attempts made by the same individual to submit more than one (1) Entry by using multiple or false contact information, accounts or otherwise may result in disqualification. Entries generated by artificial intelligence, 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, 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 Promotion at Sponsor's sole and absolute discretion. Those who do not provide the required information in their entry form, who submit an Essay that does not comply with the Entry Guidelines below, or who do not 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. In the event of a dispute over the identity of an entrant, the Entry will be deemed submitted by the registered account holder of the email address associated with such Entry, 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. ENTRY REQUIREMENTS: Entries must comply with the following:

- Must be in the English language;
- Must meet the technical specifications outlined above, including character counts;
- Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased;
- Must not disparage Sponsor, Administrator or any other person or party affiliated with the promotion and administration of this Promotion;
- Must not include any protected personal information;
- Must be the original work of the entrant and must not contain images or artwork, music, quotes, parodies or other materials not created by entrant;
- Must not feature brand names, logos or trademarks other than Sponsor's trademarks in any other element of the entry or image, which Sponsor has granted, with respect to the Sponsor's trademarks, entrant a limited license to use for purposes of this Contest;
- Must not have been submitted previously in a promotion or contest of any kind and has not been exhibited or distributed currently or previously in any media;
- Must not contain, facilitate, reference, or use material that is fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;
- Cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain any materially dangerous activity;
- Must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
 - gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
 - the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products;
 - taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;

- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the entry was created.

By submitting an Entry, you warrant and represent that you consent to the submission and use of the Entry in the Promotion, to its publication for public viewing, and to its use as otherwise set forth herein.

IMPORTANT NOTE: Any entrant who incorporates any intellectual property owned by a third party into an Entry does so at his or her own risk. No entrant will be eligible to receive a prize unless Sponsor determines, in its sole and absolute discretion, that such entrant's Entry has been or can be sufficiently cleared for legal purposes and such entrant's eligibility is verified.

Upon submission of the Entry to the Promotion, you irrevocably grant to the Promotion Parties, and each of their respective licensees, successors and assigns, the non-exclusive, perpetual, royalty-free, no-cost license and right to use and otherwise exploit the Entries, and all text and materials included or depicted therein, in whole or in part, in any manner or medium now or hereafter known or devised (including, without limitation, streaming media, film, television, print, interactive devices, mobile media, Internet and on-line systems), throughout the universe and in any and all languages, including, without limitation, the right to display, reproduce, recreate, record, perform, exhibit, distribute, copy, edit, change, modify, add to, subtract from, re-title and adapt the same, to combine it with other material and otherwise use and exploit it without having to give any compensation or attribution to you or any third party, except for the awarding of the prizes to the winners in this Promotion. You agree that during the Promotion Period, you shall not make, and shall not permit, any other public use, display or distribution of the Entries, and you shall maintain all rights without encumbrances so that, if any Promotion Party desires, you can assign all rights in and to your Entry if it is selected as a winner. The Promotion Parties, and each of their respective successors, assigns and licensees, will have the right to make unlimited derivative works of Entries, to assign or transfer any or all of such Promotion Party's granted rights and to grant unlimited, multiple-level sublicenses. Without limiting the foregoing, Sponsor will have the right to use the Entries submitted as part of the Promotion, and all text and materials included or depicted therein (if any), in any merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose. You hereby forever waive and relinquish all "moral rights (droit moral)" now or hereafter recognized in connection with Entries submitted as part of the Promotion. You acknowledge that as a condition of participating in the Promotion and/or being selected as a winner, the Promotion Parties may request that your Entry, and any rights therein, be assigned to the Promotion Parties and you may be required to confirm such assignment by completing and submitting the Declaration (defined below) (and any other documents reasonably required by the Promotion Parties) or you will otherwise be disqualified from the Promotion. You must maintain the ability to assign all such rights to the Promotion Parties free of any limitations, restrictions or third-party obligations. You agree that Sponsor shall have the sole discretion in determining the extent and manner of use of Entries and are not obligated to use any Entry. You agree that neither the Promotion Parties, nor any of their agents, shall be responsible for return or preservation of the content or Entries submitted.

You acknowledge that Entries are not being submitted in confidence or in trust to Sponsor and that no confidential or fiduciary relationship is intended or created. By submitting an Entry, you acknowledge and agree that Sponsor may receive other Entries under this Promotion that may be similar or identical to the Entry submitted by you, and you waive any and all claims you may have had, may have, and/or may have in the future, that any other Entry reviewed and/or used by Sponsor may be similar to your Entry and you understand that you will not be entitled to any compensation because of Sponsor's use of such other similar or identical material. Notwithstanding any custom and practice in the industry to pay an individual for an idea (if any), nothing herein shall create an implied or express contract to compensate entrants for their Entries and there is no obligation for any Promotion Party to pay or otherwise compensate entrants for any of their ideas or materials in any communications with Sponsor, whatsoever. Entries are not confidential and the Promotion Parties' only obligations to entrants

regarding Entries are as specifically set forth in these Official Rules. The decisions of the Sponsor are final and binding in all matters relating to this Promotion, including interpretation and application of these Official Rules. By participating in the Promotion, except where legally prohibited, you grant permission for the Promotion Parties and their respective designees to use your name, address (city and state), photograph, video, voice and/or other likeness and prize information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. The Promotion Parties reserve the right to request at any time proof you maintain all necessary rights in your Entry in order to grant the Promotion Parties the rights required herein in a form acceptable to the Promotion Parties. Failure to provide such proof may lead to, among other things, disqualification from the Promotion.

- 5. JUDGING AND SELECTION OF THE CONTEST WINNER:** During the Judging Period, a panel of qualified judges determined by Sponsor, in its sole discretion, will score each eligible Entry received during the Contest Entry Period, up to the maximum number of points allowed. Judging will be based on the following criteria:
- Relevance to the theme of the Promotion: 40%
 - Creativity and originality: 20%
 - Feasibility in the Execution of the suggested “rescue” (including the accessibility of the proposed location and proximity to a major city): 40%

The one (1) Entry that receives the highest score from the judges, as determined by Sponsor in its sole discretion, will be deemed the potential Contest Grand Prize winner. In the event there are any ties, the tied Entries will be compared and the Entry with the highest overall score in Feasibility will prevail. If any entrant is found to be ineligible or does not comply with these Official Rules, the entrant will be disqualified and the Entry with the next-highest score will be named the potential Contest Grand Prize winner. Sponsor’s, Judges’, and Administrator’s decisions shall be final and binding in all matters pertaining to the judging and selection of the Contest winner.

Sponsor reserves the right not to award the Contest Grand Prize if, in its sole discretion, it does not receive a sufficient number or quality of eligible and qualified Entries.

- 6. SWEEPSTAKES RANDOM DRAWING:** On or about June 2, 2026, the Administrator will conduct a random drawing to select fifty (50) potential Sweepstakes winners from among all eligible Entries received in accordance with these Official Rules for the entire Promotion Period (the “Random Drawing”).
- 7. ODDS:** Odds of winning the Sweepstakes prize depend on the total number of eligible entries received during the Promotion Period.
- 8. WINNER NOTIFICATION/PRIZE CLAIMING:** Each potential winner will be notified via email (or other contact information) using the information provided on the entry form in a commercially reasonable time after the Judging Period or Random Drawing. The Promotion 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. Promotion Parties are not responsible for late, lost, intercepted, misdirected, or unsuccessful efforts to notify a potential winner. Notification is deemed to have occurred immediately upon the sending of an email. As part of the winner notification process, the potential Contest Grand Prize winner will be required to sign and return a declaration of eligibility/release of liability/prize acceptance agreement (“Declaration”) and written authorization for a background check, within two (2) days of date of notification, as a condition of receiving the Contest Grand Prize. The potential Contest Grand Prize winner will be subject to a background check before the Contest Grand Prize is awarded. Sponsor reserves the right to disqualify the potential Contest Grand Prize winner based on the results of such background check if Sponsor determines in its sole discretion that awarding the Contest Grand Prize to any such individual might reflect negatively on the Sponsor. If any notification (including the Declaration and/or background check authorization) is

returned as rejected, faulty, unclaimed or returned as undeliverable to a potential winner; if any potential winner cannot be contacted within a reasonable time period, fails or refuses to sign and return the Declaration and/or other requested documents within the required time period; if the background check results do not satisfy the Sponsor; and/or a potential winner is ineligible or otherwise fails to fully comply with these Official Rules; such potential winner will be disqualified and an alternate will be selected a from among all remaining eligible entries, up to three (3) alternates, after which the applicable prize will remain un-awarded. A potential winner becomes a "winner" only after verification of eligibility by Sponsor.

In the event the selected Contest Grand Prize winner is a resident of Alabama or Nebraska and under the age of nineteen (19), a parent or legal guardian may be required to also sign the Declaration in order for the winner to be qualified to receive the Contest Grand Prize.

No more than one (1) Contest Grand Prize will be awarded. If, for any reason, more bona fide winners come forward seeking to claim the prize, the winner will be determined based on the judging criteria set forth above from among all persons making purportedly valid claims. Inclusion in such process shall be each entrant's sole and exclusive remedy under such circumstances.

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

9. PRIZES/PRIZE RESTRICTIONS: The prizes to be awarded in this Promotion are:

One (1) Contest Grand Prize: The "Contest Grand Prize" prize is the opportunity for Flavor Flav to participate in a rescue from the mundane task described in the Entry. The approximate retail value ("ARV") of the Contest Grand Prize is \$30,000.

Fifty (50) Sweepstakes Prizes: Each "Sweepstakes Prize" is a prize pack of Sparkling Ice-branded swag and product consisting of: a branded cooler, a branded megaphone, stickers, a pool tube, and all 4 Sparkling Ice® LIFE SAVERS™ flavors. The ARV of each Sweepstakes Prize is \$120. All sizes, styles, models, and colors are selected by Sponsor in its sole discretion. The total ARV of all prizes available in the Sweepstakes is \$6,000.

Any depiction of a prize element in any marketing is for illustrative purposes only, and actual prize details/appearance may vary. 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 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). Each winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize received, regardless of whether it, in whole or in part, is 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 Contest Grand Prize will be reported for tax purposes as required by law. The Contest Grand Prize winner will be required to provide Sponsor with a valid social security number before the Contest Grand Prize will be awarded for tax reporting purposes. An IRS Form 1099 will be issued in the name of the Contest Grand Prize winner for the actual value of the Contest Grand Prize received. 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 prize or

any prize that is undeliverable or does not reach a Sweepstakes Prize 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. Limit of one (1) prize per person. The Contest Grand Prize winner may not also win a Sweepstakes Prize. Sponsor's designee will contact the verified Contest Grand Prize winner to arrange Contest Grand Prize scheduling and logistics. Sponsor will attempt to fulfill all properly-claimed Sweepstakes Prizes within approximately four (4) to six (6) weeks after winner verification.

- 10. GENERAL:** Subject to applicable law, each/the winner hereby expressly grants to the Promotion 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 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 winner'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 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.
- 11. CONDUCT:** The Promotion Parties are not responsible for the actions of entrants in connection with the Promotion, including entrants' 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 (or terminate the prize of) any individual who is found to be, or suspected of, acting in any manner deemed by the Promotion 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 Promotion, 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 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.
- 12. 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, 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 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, the processing of entries, social networking posts, or registrations, the announcement of the prizes, or in any other Promotion-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 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 Sweepstakes Prizes in a random drawing from among all non-suspect, eligible Entries received for the Promotion up to the time of such action; and the Contest Grand Prize based on the judging criteria set forth above from among all non-suspect, eligible Entries received for the Contest up to the time of such action.

- 13. RELEASES:** All entrants, as a condition of participation in this Promotion, 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, 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 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) entrant's registration material on any related website, or (v) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Promotion activity and/or prize.
- 14. 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 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, 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 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 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.

- 15. 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 entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.
- 16. ENTRY INFORMATION AND PROMOTION COMMUNICATIONS:** As a condition of entering the Promotion, 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 Promotion 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 Promotion or on a Promotion winner's list. By participating in the Promotion, entrant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://www.sparklingice.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.
- 17. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules 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 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.
- 18. WINNERS LIST:** To receive a list of the winners, send a #10 self-addressed, stamped envelope for receipt by July 31, 2026 to: Sparkling Ice LIFE SAVERS Flavor to the Rescue Promotion - Winners List Request, c/o Realtime Media, 2460 General Armistead Ave, Suite 209, West Norriton, PA 19403.
- 19. SPONSOR:** Talking Rain Beverage Company, Inc., 30520 SE 84th Street, Preston, WA 98050. Reference to third parties in connection with the 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.

20. ADMINISTRATOR: Realtime Media LLC, 2460 General Armistead Ave, Suite 209, West Norriton, PA 19403.