

Ozarka® Brand Texas State of Cool

Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Ozarka® Brand Texas State of Cool (the "Promotion") is open only to legal residents of Texas who are at least eighteen (18) years old at the time of entry. Employees of BlueTriton Brands, Inc. ("Sponsor"), Merkle Inc. ("Administrator"), and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee, whether or not related, are not eligible. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void outside Texas and where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules. Sponsor's and Administrator's decisions are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of a sweepstakes (the "Sweepstakes") and an instant win game (the "Instant Win Game").

2. Sponsor: BlueTriton Brands, Inc., 900 Long Ridge Rd., Building 2, Stamford, CT 06902.
Administrator: Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Promotion begins on October 8, 2021 at 12:00 a.m. Eastern Time ("ET") and ends on November 5, 2021 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for this Promotion.

4. How to Enter the Sweepstakes and Play the Instant Win Game: During the Promotion Period, visit ozarkastateofcool.com ("Website") and complete and submit the registration form including a valid email address. You will automatically receive one (1) entry into the Sweepstakes drawing and advance to the Instant Win Game page and receive one (1) Instant Win Game play for that day. On subsequent days, follow the instructions to login to receive one (1) entry into the Sweepstakes drawing and one (1) Instant Win Game play for that day. Once on the Instant Win Game page, play the game. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

Limit: Each entrant may enter/play one (1) time per day via this entry method during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Released Parties (as defined below) are not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, entries, plays, prize claim messages, email or other communication of any kind; all of which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the entrant and they must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

Bonus Sweepstakes Entries: You may earn bonus Sweepstakes entries, as outlined below.

- a.) Twitter Referral: After you register or log into the Website, follow the links and instructions share a message about the Promotion on Twitter. The post will contain a unique link to

the Promotion. If a friend subsequently enters the Promotion through the unique link, you will receive one (1) bonus entry into the Sweepstakes drawing. **Limit:** Up to one (1) entry into the Sweepstakes drawing, per email address/person, per day during the Promotion Period, for this method.

- b.) **Facebook Referral:** After you register or log into the Website, follow the links and instructions share a message about the Promotion on your Facebook wall. The post will contain a unique link to the Promotion. If a friend subsequently enters the Promotion through the unique link, you will receive one (1) bonus entry into the Sweepstakes drawing. **Limit:** Up to one (1) entry into the Sweepstakes drawing, per email address/person, per day during the Promotion Period, for this method.
- c.) **Post on Social (Twitter, Instagram or Facebook):** To participate in the following, you will need to have a Twitter, Facebook and/or Instagram account (each a "Social Account"). Creating each Social Account is free but is subject to the applicable terms and conditions (<http://twitter.com/tos>), (<https://www.facebook.com/legal/terms>) or (<http://instagram.com/about/legal/terms/#>). **Posting on Instagram requires a mobile device and therefore message and data rates may apply.** If entering via a mobile device and using your wireless carrier's network, standard data charges from your wireless carrier may apply.

i. Entry Requirements For Twitter or Instagram: During the Promotion Period, take the following actions to receive one (1) bonus Sweepstakes entry:

- (1) Follow @ozarkaspringwtr on Twitter or Instagram;
- (2) tweet/post a photo that shows your "Fueled by Nature" and include the hashtags #OzarkaStateofCool and #Sweepstakes ("Submission") (Note: Entries using Instagram Stories will not be eligible);
- (3) Your account settings must remain public during the Promotion Period and until the prizes are awarded (as described in Section 8); and
- (4) You must not change your Instagram or Twitter handle during the Promotion Period and until the prizes are awarded (as described in Section 8).

ii. Entry Requirements for Facebook: During the Promotion Period, locate Sponsor's Sweepstakes post and take the following actions to receive one (1) bonus Sweepstakes entry:

- (1) Follow @ozarkawater on Facebook;
- (2) Comment on the post with a photo that shows your "Fueled by Nature" and include the hashtags #OzarkaStateofCool and #Sweepstakes (also a "Submission"); and
- (3) You must not change your Facebook handle during the Promotion Period and until the prizes are awarded (as described in Section 8).

Your Submission need not include any reference, positive or negative, to Sponsor's products or services. **Including a reference, image, etc. in your social post will not improve your chances of winning.** Tweets, reTweets, and posts where the hashtag is included in a comment rather than the caption of the original post will not be deemed entries (applicable for Twitter/Instagram only).

By Tweeting/posting/commenting content that conforms to all of the above/below requirements, you will receive one (1) bonus Sweepstakes entry. **Limit: Each entrant may only receive one (1) bonus Sweepstakes entry per day during the Promotion Period, regardless of method of entry as outlined in Section 4 (c).**

Any tweet/post that violates any of the below content restrictions will not be eligible as a submission.

Content Restrictions:

- Your Submission must be your original work;
- Your Submission must not convey any claims of Sponsor's products or services that would be deemed unsubstantiated or deceptive if made by Sponsor;
- Your Submission must not disparage Sponsor or any other parties;
- You must have permission to include the names or likenesses of other individuals and to grant the rights set forth herein. You should only include minors in your Submission if they are your children/wards. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor;
- Your Submission must not contain material that violates or infringes another's rights and therefore may not include logos, trademarks or any other intellectual property other than those of the Sponsor;
- Your Submission must not make references to or include: alcohol, illegal drugs, tobacco, or firearms/weapons, any activities that are or appear to be dangerous, or any political agenda;
- Your Submission may not be indecent, obscene, sexually explicit, hateful, promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and
- Your Submission may not be tortious, defamatory, libelous, disparage Sponsor or any other person or party, or contain material that is unlawful in any way.

Sponsor's Use of Social Post Content: Tweeting/Posting/Commenting a Submission constitutes entrant's consent to give Sponsor and its designees a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

Each Submission must be unique to qualify as an entry. Multiple entrants are not permitted to share the same Twitter/Instagram/Facebook account. Any attempt by any entrant to obtain more than the stated number of entries (as outlined above) by using multiple/different Twitter/Instagram/Facebook accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any Submission, the authorized account holder of the Twitter/Instagram/Facebook account used to make the Submission will be deemed to be the entrant and must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses used to create the Twitter/Instagram/Facebook account. Each potential winner may be required to show proof of being an authorized account holder. Released Parties (as defined in Section

9, below) are not responsible for lost, late, unreceived, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions or failure to receive Submissions due to limitation of third-party social network platforms all of which will be void.

5. Instant Win Game/Sweepstakes: Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Instant Win Game: One hundred eighty-seven (187) random, computer-generated winning times, one for each prize listed below, will be generated during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly-generated times, you will be a potential instant winner of the prize indicated. Sweepstakes: Administrator will randomly select the potential Sweepstakes winner from all eligible entries received during the Promotion Period on or around November 6, 2021.

6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL WINNER HAS BEEN VERIFIED AND ENTRANT 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 PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID AND WILL NOT BE HONORED.

7. Verification of Potential Winners: Receiving a prize is contingent upon compliance with these Official Rules. The potential Sweepstakes winners will be notified by email, phone or through the social media channel used to enter the Promotion (@ozarkawater or @ozarkaspringwtr). The potential Sweepstakes Grand Prize winners will be required to sign and return a Declaration of Compliance, Liability Waiver, and Publicity Release ("Declaration") which must be received by Administrator, within five (5) days of the date notice or attempted notice is sent, in order to claim his/her/their prize. If a potential winner of any prize cannot be contacted or fails to sign and return the Declaration or provide any other requested information within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential winner of a Sweepstakes prize or an Instant Win Game prize valued over \$25.00 forfeits the prize or is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the applicable prize will remain unawarded. Unclaimed Instant Win Prizes valued at \$25.00 or less will not be awarded.

8. Prizes:

Sweepstakes Prize:

ONE (1) GRAND PRIZE: Winner will receive one (1) tailgate package consisting of one (1) tailgating table; two (2) tailgating chairs; one (1) pop-up canopy; one (1) \$500.00 grocery store gift card (terms and conditions apply) and one (1) tailgating game. **TAX GROSS UP PAYMENT:** Sponsor will also provide winner a single cash payment in the form of a corporate check, which is intended to assist the winner with any federal, state, or other tax obligations related to the Grand Prize (the "Tax Gross-Up Payment"). The Tax Gross-Up Payment will be \$300.00. **The Grand Prize winner's actual tax liabilities related to the Grand Prize could exceed the Tax Gross-Up Payment. The Grand Prize winner is solely responsible for all applicable federal, state, or other tax obligations related to the Grand Prize. Sponsor will not provide any further assistance toward the winner's tax obligations.** Approximate Retail Value ("ARV"): \$1,260.00.

Odds of winning the Sweepstakes Grand Prize depend on the number of eligible entries received during the Promotion Period.

Instant Win Game Prizes:

There will be one hundred eighty-seven (187) Instant Win Game Prizes available to be won during the Promotion Period. Available prizes are listed below.

| Prize Quantity | Prize Description | ARV |
|-----------------------|--|---------------|
| 4 | Touchless 16-gallon dual step trash can/recycle bin | \$160.00 each |
| 67 | \$25.00 home improvement store gift card, terms and conditions apply | \$25.00 each |
| 33 | Bees wrap vegan assorted pack | \$19.00 each |
| 83 | \$10.00 donation to American Red Cross | \$10.00 each |

Odds of winning an Instant Win Game prize depend on the date/time of entry, the number of prizes remaining available at the time of entry and number of eligible Instant Win Game plays received. The number of prizes available to be won will diminish as they are awarded.

For All Prizes: The actual value of electronic prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. No cash equivalent and all prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor’s sole discretion. Sponsor reserves the right to substitute a prize (or portion thereof) for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use not specified herein as being provided. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion. Prizes are awarded “as is” with no warranty or guarantee, either expressed or implied. All prize details are at Sponsor’s sole discretion. Total ARV of all prizes: \$5,032.00 Limit: One (1) Sweepstakes Grand Prize and one (1) Instant Win Game prize per person.

9. Release: By entering, entrant agrees to release and hold harmless Sponsor, Twitter, Inc., Facebook, Inc., Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company’s officers, directors, employees and agents, and representatives (collectively, the “Released Parties”) from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize (including any injury or harm resulting from use of the grill).

10. Publicity: Except where prohibited, participation in the Promotion constitutes winner’s consent to Sponsor’s and its agents’ use of winner’s name, social media handle, likeness, photograph, (including, without limitation, winner’s Twitter/Instagram/Facebook profile photo), voice, opinions and/or hometown and state for promotional purposes in any media, worldwide in perpetuity, without further payment or consideration, notification or permission.

11. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes or Instant Win Game, or any event or cause beyond Sponsor’s control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any

aspect of the Sweepstakes or Instant Win Game, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to modify the prizes offered herein and to award the prizes at random from among the non-suspect, eligible entries or plays received up to the time of the impairment or as otherwise deemed fair and appropriate by Sponsor. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or Instant Win Game or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated entries. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes or the Instant Win Game may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages (including attorneys' fees) and other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) 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, the announcement of the prizes or in any Promotion-related materials; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry or play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry or Instant Win Game play, if possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

13. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

14. Entrant's Personal Information: Information collected from entrants is subject to the Sponsor's Privacy Policy <https://www.nestle-watersna.com/info/privacy-policy>.

15. Winner List: For a winner list, visit <https://bit.ly/3zxyhNd>. The winner list will be posted after winner confirmation is complete.

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