

## KLARBRUNN VITA ICE® CRAVE THE COLOR PROGRAM OFFICIAL RULES

### NO PURCHASE NECESSARY IN THIS PROGRAM. VOID WHERE PROHIBITED

The Klarbrunn Vita Ice® Crave the Color Program (the “Program”) is an under the cap code redemption program, consisting of entering a code (the “Code”) from specially marked caps on bottles of Klarbrunn Vita Ice® and entering the Code online at [www.cravethecolor.com](http://www.cravethecolor.com) (the “Website”) as described.

- 1. ELIGIBILITY:** The Program is open only to legal residents of the United States as of May 13, 2019, who, at the time of participation and entry, are at least the age of majority in their state of residence and reside in one or more of the states in which the Program is made available by the respective local Klarbrunn Vita Ice® distributors. The employees (including immediate family and household members), subsidiaries, affiliates and shareholders of Wis-Pak, Inc, Klarbrunn Vita Ice® distributors, Metablocks, Inc., Adventure, BRP®, Sea-Doo®, or any other company or individual involved in the Program’s design, production, execution or distribution are not eligible. Participation constitutes an entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are and shall be final and binding in all respects. Sponsor reserves the right to disqualify any participant determined, in Sponsor’s sole judgment and absolute discretion, to be (a) tampering or attempting to tamper with the entry process or the operation of the Program; (b) violating the Official Rules of the Program; or (c) acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten, harass or act fraudulently in any manner. PROGRAM VOID WHERE PROHIBITED BY LAW OR REGULATION.
- 2. AREAS:** The Program is offered to all legal residents of the United States.
- 3. SPONSOR:** Program sponsor is Wis-Pak, Inc., 860 West Street, Watertown, WI 53094. All decisions regarding all matters and aspects of and relating to the Program shall be made by Wis-Pak, in its sole and absolute discretion, and all such decisions shall be final, binding and conclusive. This includes decisions regarding the validity of caps/Codes and other materials submitted for verification, and the eligibility of participants. By entering this Program, entrant

agrees to these Official Rules and to the binding, final and conclusive nature of Sponsor's decisions.

4. **PROGRAM PERIOD:** The Program Period begins on May 13, 2019 at 12:01 PM Central Time ("CT") and ends on September 23, 2019 at 4:00 p.m. CT (the "Program Period"). Sponsor may terminate this Promotion at any time.
  
5. **WHERE TO FIND CODES:** Look for specially marked Klarbrunn Vita Ice® 17 oz. bottles containing Crave the Color caps. Bottles will be available at participating locations during the Program Period or until supplies of caps with Codes are exhausted. If, in Sponsor's sole judgment and absolute discretion, any part of any cap or Code is counterfeited, or if any part is illegible, mutilated or tampered with in any way, or if any part contains or reflects printing, typographical, mechanical or other errors, the cap/Code will be rejected and will be deemed void and invalid. NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE CHANCES OF WINNING. Codes may also be obtained by sending a self-addressed stamped envelope to:

Klarbrunn Vita Ice® Crave the Color  
P.O. Box 8006  
Madison, WI 53708

Limit one code per request per mailing, per household for Program Period. Information regarding obtaining caps with Codes is further available at 1-800-910-2837 and [www.cravethecolor.com](http://www.cravethecolor.com)

6. **REGISTER ONLINE:** Go to [www.cravethecolor.com](http://www.cravethecolor.com) during the Program Period, follow the on-screen instructions and register for the Program by creating a username and password ("Account") along with a complete, valid name, street address (including city, state, and zip code), email address, and date of birth and set up your free Program account at no charge. Limit one (1) account per person / email address.
  
7. **ENTER CODES:** Each code is worth ten (10) Points and one (1) entry. To enter Code, go to [www.cravethecolor.com](http://www.cravethecolor.com) and follow directions for entry. Entries must be manually keystroked by

the entrant. The use of automated entry devices or programs, or third-party entries by any method of entry, are prohibited. Entries that do not conform to or violate these Official Rules, or are submitted in any manner other than as stated in these Official Rules, will be disqualified. Proof of submission of entry does not constitute proof of receipt of same. Any unused Points remaining in an Account after the end of the Program Period shall be void and of no value. Sponsor assumes no liability for discrepancies, delays, omissions, inconsistencies, or errors in the number of Codes entered or the number of Points acquired

8. **REDEEM POINTS FOR PRIZES:** During the Program Period, available Points in your Account can be redeemed online for Crave the Color merchandise (the “Prizes”) that is displayed on the Website, while supplies last. Each merchandise item has a required number of Points for redemption as stated on the Website. You cannot redeem Points for Prizes unless you have accumulated the required corresponding number of Points in your Account. To redeem Points for Prizes, browse the Website, select the Prizes you wish to order, and submit your order. All information on the order shall be provided on the “Check Out” page. Once your order has been submitted, the required number of Points for the Prizes selected item will be deducted from your account.
  
9. **GRAND PRIZE DRAWINGS:** Two (2) separate random drawings will occur for the grand prize drawing from entries made during the entire Program Period. On or around each July 8<sup>th</sup> and September 3<sup>rd</sup>, the Sponsor or the Sponsor’s designee, in a random drawing from all valid entries received during the Program Period, will select one entry for the grand prize below.

A BRP® Sea-Doo Spark Trixx and accompanying trailer, and a \$150 gift card for the purchase of a helmet. Participant shall be solely and exclusively responsible and liable for their conduct during their use of the prize package.

Approx. value: \$6,499.00

10. **NO TRANSFER:** All online Code entries will be deemed to be made (and owned) by the person owning the account from which the entry is made. Codes cannot be sold, traded, bartered, assigned or transferred to, or shared with, a third party, auctioned through online auction sites, or otherwise obtained through any methods and/or means other than as described in these Official Rules. Noncompliant Codes and Code entries are null and void.

**11. WINNER VERIFICATION:** ALL PROGRAM WINNERS ARE SUBJECT TO ELIGIBILITY VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE AND SHALL BE FINAL, BINDING AND CONCLUSIVE IN ALL RESPECTS. Eligibility for any prize is conditioned on the full, complete, and continued compliance with these Official Rules. Each potential winner will be notified, by email using the email address provided by participant at the time of entry, that his or her entry has been selected. To be eligible, every potential winner must complete, sign and return to Sponsor or Sponsor's designee, within three (3) business days after email notice is sent to potential winner at the email address listed by the him or her at the time of entry, an affidavit and other eligibility verification documents, as required by Sponsor in Sponsor's sole and absolute discretion. Proof of eligibility may include, without limitation and in Sponsor's sole and absolute discretion, name, address, telephone number, date of birth, and email address. Potential winner will be deemed ineligible for entry and for prize If he or she cannot be contacted at the listed email address (including if notification attempts are returned undeliverable), fails to timely, properly and fully complete, sign and return required documents, and/or provides incomplete or inaccurate information; and/or if Sponsor determines for any reason, in Sponsor's sole and absolute discretion, that individual is not an eligible participant. Sponsor may then award applicable prize to an alternate winner by random drawing from among all remaining eligible entries.

**12. TAXES:** Sponsor recommends that participants review the Program with their legal/tax advisor to determine their potential tax liability, if any, in connection with participating in and/or receiving cash or prizes as part of this Program. Sponsor and its participating distributors make no representations, and disclaim any and all liability, regarding any tax implications of participating in the Program, including the receipt of any prizes thereunder. Tax and other financial liability, if any, it will be the sole liability and responsibility of participant, and Sponsor and its distributors shall have no liability therefore.

**12. LIMITATIONS OF LIABILITY:** Sponsor and its distributors are not responsible for stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, postage-due or garbled entries, transmissions, email or mail; or for lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider (ISP), wireless network, website or other connections including those through and/or by any website, availability or accessibility or miscommunications or failed computer, satellite,

telephone, cable or wireless transmissions, lines, or technical failure or jumbled, scrambled, delayed or misdirected transmissions or computer hardware or software malfunctions, failure or difficulties; wireless service congestion; failures or malfunctions of phones, phone lines or telephone systems, wireless towers or cellular tower equipment; any error, omission, interruption, defect or delay in wireless or other transmission, processing, or communication; non-delivery; misdirected, blocked or delayed email notifications; printing, typographical or other errors appearing within these Official Rules, in any Program-related advertisements or other materials; or any errors, problems or difficulties of any kind whether human, mechanical, electronic, network, computer, telephone, wireless service, mail, typographical, printing or otherwise relating to or in connection with the Program, including, without limitation, errors or difficulties which may occur in connection with the administration of the Program, the processing of entries and/or emails, the announcement of any prize or in any Program-related materials, and/or or the cancellation or postponement of any event or exhibition, including any race. Sponsor and its distributors are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking or by any equipment or programming associated with or utilized in the Program. Sponsor and its distributors are not responsible for injury or damage to participants' or to any other person's computer and/or wireless devices related to or resulting from participating in this Program, or downloading materials from or use of the website. Sponsor and its distributors are not responsible for 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 Sweepstakes or receipt or use or misuse of any prize. Persons who tamper with or abuse any aspect of the Program or website or attempt to undermine the legitimate operation of the Program by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or any representative of Sponsor or its distributors or who are in violation of these Official Rules, as solely determined by Sponsor in its absolute discretion, will be disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of this Program is unlawful and subject to legal action by the Sponsor and its distributors and/or their respective agents. Sponsor shall have the sole and absolute right to disqualify any participant or any entrant for violation of these Official Rules or any applicable laws relating to the Program, and to resolve all disputes in its sole and absolute discretion. Sponsor and its distributors (i) make no warranty, guaranty or representation of any kind concerning any prize (or any portion thereof), and (ii) disclaim any implied warranty.

**13. MODIFICATION:** If for any reason Sponsor determines, in its sole and absolute discretion, that the Program, or any aspect of the Program, is not or is no longer capable of running as planned or intended by these Rules, for any reason whatsoever, Sponsor, in its sole and absolute discretion, reserves the right to cancel, terminate, suspend, postpone, delay or modify the Program in whole or in part, including without limitation any means of entry, at any time. Such reason(s), in Sponsor's sole and absolute discretion, may include but are not limited to any occurrences which may corrupt or impair the integrity, security, fairness or proper conduct of the Program, as determined by Sponsor in its sole and absolute discretion. Sponsor may modify and amend these Official Rules as they appear from time to time during the Program for clarification purposes without materially affecting the terms and conditions of the Program.

**14. CONDUCT:** By participating in this Program, participants agree to be bound by these Official Rules, their declarations and other documents verifying eligibility, and the decisions of Sponsor, which shall be final and binding in all respects. Failure to comply with these Official Rules may result in disqualification. CAUTION: ANY ATTEMPT BY A USER OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEY'S FEES) 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 or any other provision.

**15. DECLARATIONS; RELEASES; CONSENT TO USE:** All participants agree to comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding, final and conclusive in all respects. As a condition to collecting their prize(s), winners must completely, fully and accurately execute the Klarbrunn Vita Ice<sup>®</sup> Crave the Color Program Declaration of Eligibility, Waiver of Liability and Release. These documents are available upon request, and shall be provided to at the time they are selected. All Program winners will be required to produce identification. By participating in the Program and submitting an entry, all entrants agree to (a) release Wis-Pak, Inc., its distributors, subsidiaries, affiliates, suppliers, and advertisers, and each of their employees, agents and representatives; Metablocks, its subsidiaries, affiliates, suppliers, and advertisers, and each of their employees, agents and

representatives; BRP<sup>®</sup>, its subsidiaries, affiliates, suppliers, and advertisers, and each of their employees, agents and representatives; Adventure, its subsidiaries, affiliates, suppliers, and advertisers, and each of their employees, agents and representatives, from any and all liability, claims, actions and/or expenses (including without limitation reasonable attorneys fees) of any kind whatsoever for injuries, damages, or losses of any kind to any persons (including third-persons) and/or property which may be sustained in connection with participation in the Program, including the acceptance, receipt and/or or use of any prize or any travel or activity related to the acceptance, receipt and/or use of any prize; and (b) indemnify, defend and hold harmless the Released Parties from and against any and all liability, claims, actions and/or expenses (including without limitation reasonable attorneys fees) of any kind whatsoever arising out of and/or or relating to such entrant's participation in the Program, including the acceptance, receipt and/or or use of any prize or any travel or activity related to the acceptance, receipt and/or use of any prize.

By participating in the Program, participants consent to the use of their names, pictures, or other likenesses (without compensation, review or approval) for Program purposes as determined, in its sole and absolute discretion, by Sponsor. Except where prohibited by law, participants grant to Sponsor the right to print, publish, broadcast and use worldwide in any media now known or hereinafter known (including without limitation use online at the Program website and/or any Sponsor and/or distributor websites), the participant's name, address, voice, statement(s), picture(s) and/or other likeness, without compensation, review or approval, in connection with this Program for public relations, advertising and Program purposes, as may be determined by Sponsor in its sole and absolute discretion.

16. **DISPUTES**: Any dispute arising out of or connected with the Program, including without limitation any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively in the Circuit Court of Jefferson County, Wisconsin, or, if applicable, in the federal district court in which such county sits. All issues and questions concerning the construction, validity, interpretation and enforceability of the Program's Official Rules, or the rights and obligations of entrants and Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, without giving effect to any choice of law or conflict of law rules (whether of the State of Wisconsin or any other jurisdiction) which would cause the application of the laws of any jurisdiction other

than the State of Wisconsin. In any dispute, In the event of any dispute, under no circumstances shall entrant (and/or the person traveling with any Grand Prize winner) recover anything other than actual out-of-pocket costs incurred in entering this Program; without limitation, there shall be no equitable or injunctive relief and no recovery of incidental, consequential, increased, multiplied or punitive damages, or attorney fees. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OR REMEDIES, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

**17. SWEEPSTAKES RESULTS:** For a list of prize winners, available after October 8, 2018, mail a request and self-addressed stamped envelope to:

Klarbrunn Vita Ice® Crave the Color Winners List  
P.O. Box 8006  
Madison, WI 53716

5/6/19