

KLARBRUNN SPARKLING TRAVEL THE WORLD PROGRAM

OFFICIAL RULES

OPEN TO U.S. RESIDENTS ONLY. VOID WHERE PROHIBITED.

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

The Klarbrunn Sparkling Travel the World Program (the "Program") consists of voting for which of the two (2) Klarbrunn Exquisite flavors should return for the chance to win \$5,000.

- 1. ELIGIBILITY:** The Program is open only to legal residents of the United States as of May 20th, 2019, who, at the time of participation and entry, are at least the age of majority in their state of residence and reside in the United States. The employees (including immediate family and household members), subsidiaries, affiliates and shareholders of Wis-Pak, Inc, Klarbrunn Sparkling® distributors 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 Sweepstakes is open to legal residents of, and physically located within, the (50) United States and/or the District of Columbia, who are 18 years of age, whichever is greater, or older at the time of entry. VOID WHERE PROHIBITED.
- 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 Entries 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 20th, 2019 at 12:01 p.m. Central Time ("CT") and ends on September 24th, 2019 12:00 PM (or while supplies last).

5. **HOW TO ENTER:** To enter, entrants must visit Klarbrunn.com and vote for which Klarbrunn Exquisite flavor they would like to see return. Each vote counts as one entry for the grand prize drawing. Entrants may vote once per day during the program period. Only an entry created by an individual will be considered and the use of any device, service, or process to automate the entry process is prohibited. All entries so prohibited will be declared invalid and disqualified. Entrants warrant that the posted story is original and not posted in violation of another's copyright or other intellectual property rights. Only entries submitted by eligible entrants in accordance with these Official Rules will be deemed Eligible Entries and considered for prizes.
6. **DRAWINGS:** On September 24th, 2019 (or at a later date if supplies last past September 24th, 2019), the Sponsor or the Sponsor's designee, in a random drawing from all valid entries, will select one entry for the "Grand Prize" described in Section 9.
7. **NO TRANSFER:** All entries will be deemed to be made (and owned) by the person owning the account from which the entry is made. Entries 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.
8. **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. Sponsor will attempt to notify Winners via Facebook private message, Twitter private message, Instagram private message, or other forms of notification available based on information supplied by winners. The Winner must accept the prize by responding to Sponsor's private message. To be eligible, every potential winner must complete, sign and return to Sponsor or Sponsor's designee, within two (2) business days after the private message is sent to potential winner at the account 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

Facebook, Twitter, Instagram or other email account (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. A post announcing the winner will be made on or around September 30th, 2019.

9. **PRIZES:** The grand prize consists of five thousand dollars (\$5,000). Prizes cannot be sold, traded, bartered, assigned or otherwise transferred. No substitution, cash redemption, assignment or transfer of prize is permitted, except that Sponsor, in Sponsor's discretion, may substitute a prize with another prize of greater or equal value. The odds of winning for each prize depend on the number of eligible entries received during the corresponding Weekly Entry Period (for weekly drawings) or entire Program Period (for Grand Prize drawing).

10. **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.

11. **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.

12. **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.

13. **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.

14. **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 Sparkling® Travel the World Program Declaration of Eligibility, Waiver of Liability and Release. These documents are available upon request, and shall be provided to winners 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; its subsidiaries, affiliates, suppliers, and advertisers, and each of their employees, agents and representatives (collectively the "Released Parties"), from any and all liability, claims, actions and/or expenses (including without limitation reasonable attorney's 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 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 attorney's fees) of any kind whatsoever arising out of and/or relating to such entrant's participation in the Program, including the acceptance, receipt and/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 promotional purposes as determined, in its sole and absolute discretion, by Sponsor. Except where prohibited by law, all Program Winners must submit a photo representative of their passion granting the 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.

15. **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 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's 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.

16. **ALTERNATE FORM OF ENTRY:** NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE CHANCES OF WINNING. Entries may also be submitted by mailing letter to:

Klarbrunn Sparkling® Travel the World

P.O. Box 8006

Madison, WI 53708

Mailing must include participants name, address, phone number, and contact information. Limit one entry per mailing, per household for Program Period. Information is further available at www.klarbrunn.com.

16. **SWEEPSTAKES RESULTS:** For a list of prize winners, available after December 31st, 2019, mail a request and self-addressed stamped envelope to:

Klarbrunn Sparkling® Travel the World Winners List

P.O. Box 8006

Madison, WI 53716

5/14/19