

2023 Kona Ice Back To School Giveaway

OFFICIAL RULES

No purchase required to enter or win. A purchase will not increase your chances of winning.

The 2023 Kona Ice Back to School Giveaway (the "Sweepstakes") is sponsored and administered by Kona Ice Inc., 5945 Centennial Cir, Florence, KY 41042 ("Sponsor" or "Administrator").

1. ELIGIBILITY: The Sweepstakes is open to legal residents of the contiguous United States plus the District of Columbia who are 18 years of age or older as of the Entry Period (defined below) ("Participant"). Employees of Sponsor, Administrator, their respective affiliates, subsidiaries, advertising and promotion agencies, and their immediate family members and/or those living in the same household of each are not eligible. This Sweepstakes is void where prohibited or restricted by law. All federal, state, and local laws and regulations apply.

2. AGREEMENT TO OFFICIAL RULES: Participation in the Sweepstakes constitutes the Participant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor and Administrator, which are final and binding. Winning a prize(s) is contingent upon fulfilling all requirements set forth herein.

3. ENTRY PERIOD: The Sweepstakes begins at 12:00am ET on August 1, 2023 and ends at 11:59am ET on August 18, 2023 (the "Entry Period"). Entries that are submitted before or after the Entry Period will be disqualified. Administrator's computer will be the official timekeeping device for this Sweepstakes. Administrator reserves the right to end Sweepstakes at any time, including prior to the expiration of the Entry Period.

4. HOW TO ENTER: Participant must go to the URL contained in the email and complete the full entry form found there for the Sweepstakes ("Entry").

One Entry per person. There will be no credit for multiple, bot, automated, or spam Entries, each as determined by Sponsor or Administrator in its sole discretion. Sponsor and Administrator are not responsible for lost, late, incomplete, invalid, illegible, or misdirected Entries, which will be disqualified, or for any error, whether human, technical, or otherwise. Sponsor and Administrator each reserve the right in their sole discretion to disqualify any Participant found to be tampering with the operation of the Sweepstakes or to be acting in violation of these Official Rules. In the event of a dispute as to the identity of a Participant, the authorized account holder of the email address used to submit the Entry will be deemed to be the Participant. The "authorized account holder" is the natural person who is assigned to 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 email address.

By entering the Sweepstakes, you represent and warrant that you are the owner or licensee of any and all materials and information, including photos, videos, and personal information, submitted by you to the Sweepstakes and you automatically grant, and you represent and warrant that you have the right to grant, to Sponsor and Administrator an irrevocable, perpetual, non-exclusive, transferable, fully-paid-up, royalty-free, worldwide license (with the right to sublicense at multiple levels) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), transfer, distribute any such materials for any purpose and in any format on or in connection with the digital property where this Sweepstakes Entry form is published or its affiliated or partner sites, the Administrator's or Sponsor's respective businesses, or the promotion thereof, prepare derivative works, incorporate into other works, and/or grant and authorize sublicenses of the foregoing. Submissions must not, in the sole and unfettered discretion of the Sponsor and/or Administrator, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content, and Submissions must not infringe any intellectual property rights of third parties. You furthermore represent and warrant that all persons and entities connected with the materials and information submitted in connection with the Sweepstakes, and all other persons and entities whose names, voices, photographs, likenesses, works, services and materials have been used in such materials/information or its/their

exploitation, have authorized the use of their names, voices, photographs, likenesses, performances, and biographical data in connection with the advertising, promotion, trade and other exploitation of the materials and information and the rights granted herein.

5. JUDGING: On or about August 19, 2023 ("Drawing Date") five (1) Participants from all eligible Entries received during the Entry Period shall be selected at random by Administrator ("Winner").

6. PRIZE EXPLANATION: The Winner shall each receive one (1) of a potential ten (25) gift card(s) worth a total of \$100.00 each ("Prize"). Additional prizes will be given away to users through a live stream at the time of the drawing. The total value of this Prize will not exceed \$2,500.00. No transfer, cash equivalent, or Prize substitution allowed, except at Sponsor's sole discretion. Any and all Prize-related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the Winner. Certain terms and restrictions apply to the gift cards. See gift cards for terms and conditions.

Visa Inc. is not a sponsor of this promotion. Except as required by law, Visa Inc. Gift Cards ("GCs") cannot be transferred for value or redeemed for cash. GCs may be used only for purchases of eligible goods as outlined in accordance to Visa Inc. Terms and Conditions. For complete terms and conditions, see [Visa Inc. Terms and Conditions](#). All Visa ®, TM & © are IP of Visa Inc. or its affiliates.

7. PRIZE NOTIFICATION AND FULFILLMENT: Each potential Winner may be contacted by Sponsor or Administrator on or about the Drawing Date and may be asked for further explanation based on their initial answers submitted online. Each potential Winner will be required to respond to such message and execute and return an Affirmation of Eligibility and Liability/Publicity Release (where required and/or permitted) within seventy-two (72) hours of notification attempt. In the event a potential Winner is determined to be ineligible in accordance with these Official Rules (including by failure to respond to any notification attempt within the specified time), such Prize may be forfeited and may be awarded to an alternate Winner in a drawing from among all remaining Entries received. Each Winner may be required to supply Sponsor or Administrator with his/her social security number for tax purposes. Subject to the foregoing requirements, the Prize will be sent to Winner and Sponsor may contact Winner if more information is needed.

8. CONSENT AGREEMENT: By entering this Sweepstakes, Participant: (1) agrees to be bound by these Official Rules; (2) consents to the use of his/her name, voice, picture, and likeness for advertising and promotional purposes in any medium throughout the world in perpetuity without additional compensation unless prohibited by law and otherwise pursuant to [Administrator and Sponsor's Privacy Policy \[https://www.kona-ice.com/pdf/privacy-policy.pdf\]](https://www.kona-ice.com/pdf/privacy-policy.pdf), and (3) agrees that Sponsor and Administrator may send Participant information, promotions, or special offers that Sponsor and/or Administrator determines may be of interest to Participant but from which Participant may opt out of receiving.

9. INDEMNIFICATION AND LIMITATION OF LIABILITY: By entering, each Participant agrees to defend, indemnify and otherwise hold Sponsor, Administrator, and their respective parents, subsidiaries, affiliated companies, [promotion and distribution partners (including Facebook and Instagram)], the agents, officers, directors, and/or employees (collectively, the "Released Parties") harmless from and against any and all liability of any nature whatsoever arising out of or relating to (a) unauthorized human intervention in the Sweepstakes by or directed by Participant; (b) breaches of or inaccuracies in any representations or warranties of, or license grants by, Participant or any other terms and conditions contained herein; and/or (c) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Participant's participation in the Sweepstakes or receipt or use of any prize, including any such claim by the Released Parties' employees or agents or any third parties.

By entering this Sweepstakes, each Participant (1) agrees to release Sponsor, Administrator, and each of the Released Parties from any and all liability for any loss, harm, damages, costs, and/or expenses, including without limitation property damages, personal injury and/or death, arising out of participating in this Sweepstakes or the acceptance, possession, use, or misuse of any prize, (2) waives any and all claims against Sponsor, Administrator,

and each of the Released Parties based on publicity rights, defamation, invasion of privacy, or any other intellectual property or privacy right, and (3) acknowledges that neither the Sponsor nor Administrator have made or are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition, or fitness for a particular purpose.

Neither Sponsor nor Administrator shall be liable for any damages whatsoever related to or arising from (a) any technical errors that may prevent any Participant from participating in any way; (b) unauthorized human intervention in the Sweepstakes; and/or (c) errors in the administration of the Sweepstakes.

Participant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Participant further agrees that in any cause of action, the Released Parties' aggregate liability for all claims will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorneys' fees.

10. DISPUTES: Except where prohibited by law, each Participant agrees that any and all disputes, claims, and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Kentucky. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, Participant's rights and obligations, or the rights and obligations of the Sponsor and Administrator in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Kentucky without giving effect to any choice of law or conflict of law rules (whether of Kentucky or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Kentucky.

11. GENERAL CONDITIONS: In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor or Administrator may, in its sole discretion and at any time, (a) suspend the Sweepstakes to address the impairment and then, at Sponsor's or Administrator's sole discretion, resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules (b) award the prize from among the eligible Entries received up to the time of the impairment and/or c) terminate the Sweepstakes. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, each of the Sponsor and Administrator reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure or delay by the Sponsor or Administrator to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

Questions or comments regarding the Sweepstakes can be submitted by email to marketing@kona-ice.com.