# BlueTriton Brands Rewards Drop Sweepstakes Celebrating the Release of Disney Wish

#### Official Rules

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

- **1. Eligibility:** The BlueTriton Brands Rewards Drop Sweepstakes Celebrating the Release of Disney *Wish* (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are the age of majority in their state of residence (at least eighteen (18) years old in most states; at least nineteen (19) years old in Nebraska and Alabama; at least twenty-one (21) years old in Mississippi)at the time of entry , and who are members of the Rewards Drop loyalty program. Membership is free but subject to the listed <u>Terms and Conditions</u>. Employees of BlueTriton Brands, Inc., Merkle Inc., Fandango Loyalty Solutions, LLC ("Fandango"), Walt Disney Studios Motion Pictures ("Disney") and their parent, affiliate, and subsidiary companies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these official rules ("Official Rules"). Sponsor's and Administrator's decisions are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- **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 Sweepstakes begins on November 1, 2023 at 9:00 a.m. Eastern Time ("ET"), ends on February 29, 2024 at 5:00 p.m. ET (the "Promotion Period") and consists of two (2) entry periods (each an "Entry Period") and a grand prize entry period (the "Grand Prize Entry Period"), as outlined below:

Entry Period	Start Date	End Date	Postmark Date	Receive By Date	Approximate Drawing Date
1	11/1/2023 at 9:00 a.m. ET	11/14/2023 at 11:59 p.m. ET	11/14/2023	11/21/2023	11/28/2023
2	11/15/2023 at 12:00 a.m. ET	12/12/2023 at 11:59 p.m. ET	12/12/2023	12/19/2023	1/16/2024
Grand Prize	11/1/2023 at 9:00 a.m. ET	2/29/2024 at 5:00 p.m. ET	2/29/2024	3/7/2024	3/14/2024

For purposes of this Sweepstakes, a "day" is defined as starting at 12:00 a.m. ET and ending at 11:59 p.m. ET, except the first day (November 1, 2023) which starts at 9:00 a.m. ET and ends at 11:59 p.m. ET and the last day (February 29, 2024) which starts at 12:00 a.m. ET and ends at 5:00 p.m. ET. Administrator's computer is the official time-keeping device for the Sweepstakes.

- **4. How to Enter:** During the Promotion Period, there are three (3) ways to enter the Sweepstakes, as outlined below.
  - a. Make a Purchase and Upload a Receipt: Purchase one of the items listed in the Rewards Drop loyalty program Terms and Conditions as a Qualifying Purchase. Be sure to keep your receipt. Receipts cannot be given away, bartered, auctioned, sold, or traded and all such receipts may be void. Follow the instructions to take an image of your entire receipt. The receipt image must be clear and legible and display all the following: (a) the purchase date and time, (b) the Qualifying Purchase(s), (c) the price of the Qualifying Purchase(s), and (d) total amount spent. Receipt image must not be larger than 5MB and may only be one of the following file types: .gif, .png, .jpg, or .pdf. Then, visit www.rewardsdrop.com and follow the links and instructions to login to your

Rewards Drop rewards account. Follow the links and instructions to upload your receipt image. Each receipt can only be uploaded once, and you may only upload one (1) receipt per calendar day. Next, click through the Receipt Upload instructions and check the box indicating that you agree to these Official Rules. You will receive one (1) Sweepstakes entry into the Grand Prize Entry Period drawing per approved receipt. If you enter during Entry Period 1 or Entry Period 2, you will also receive one (1) Sweepstakes entry into the applicable Entry Period drawing per approved receipt. Limit: You may enter via this method one (1) time per day during the Promotion Period, subject to the overall limit stated below. NOTE: You will also receive Rewards Points for your approved Qualified Purchase, per the Terms & Conditions of the Reward Drop loyalty program.

- b. Redeem Points: Visit <a href="www.rewardsdrop.com">www.rewardsdrop.com</a> and follow the links and instructions to login to your Rewards Drop rewards account. If you are not a Rewards Drop rewards member, follow the links and instructions to sign up. Once you are logged in, follow the links and instructions to select the Sweepstakes item within the rewards catalog. Follow the links and instructions to redeem twenty-five (25) points and you will receive one (1) Sweepstakes entry into the Grand Prize Entry Period drawing. If you enter during Entry Period 1 or Entry Period 2, you will also receive one (1) Sweepstakes entry into the applicable Entry Period drawing. Limit: You may enter via this method one (1) time per day during the Promotion Period, subject to the overall limit stated below.
- c. Mail-in Alternate Method: To enter without redeeming points or uploading a receipt, print your name, address, phone number, email address associated with your Rewards Drop rewards account, and date of birth on a piece of paper and mail it in an envelope with proper postage to "BlueTriton Brands Rewards Drop Sweepstakes Celebrating the Release of Disney Wish." c/o Merkle Inc., P.O. Box 5021, Department 856146, Kalamazoo, MI 49003- 5021. From November 1, 2023 through December 12, 2023, you must also list out the Entry Period for which you are entering on the outside of the envelope, (e.g., "Entry Period 1") to receive one (1) entry for the applicable Entry Period drawing and one (1) entry into the Grand Prize drawing. If envelope is mailed in during Entry Period 1 or Entry Period 2 without any designation on the outside of the envelope, Entrant will receive only one (1) entry into the Grand Prize drawing. If you mail in your entry, after December 12, 2023 you will only receive one (1) entry into the Grand Prize drawing. Limit: One (1) entry per envelope. All mail-in entries must be postmarked by and received by the dates listed above in Section 3. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified. Limit: You may submit up to twenty-eight (28) mail in entries during Entry Period 1. You may submit up to fifty-six (56) mail-in entries during Entry Period 2. You may submit up to one hundred fifty-eight (158) mail in entries from December 13, 2023 through the end of the Promotion Period.

<u>Limit</u>: You may receive up to twenty-eight (28) entries during Entry Period 1; fifty-six (56) entries during Entry Period 2 and up to one hundred fifty-eight (158) entries from December 13, 2023 through the end of the Promotion Period by any combination of entry methods. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, 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 registration, the authorized account holder of the email address used to register will be deemed to be the entrant. 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. Each potential winner may be required to show proof of being the authorized account holder.

5. Prize Drawings and Winner Notification: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the applicable Entry Period on or around the dates listed above in Section 3. Non-winning entries from Entry Period 1 will carry over to Entry Period 2. The potential winners will be notified by email or phone after the drawing dates listed in Section 3 above. The potential Grand Prize winner will be required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a 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 their prize. Grand Prize winner will also be required to disclose their social security number for the purpose of issuance of a Form 1099-Misc for tax purposes. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits their prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason or forfeits the prize, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

### 6. Prizes:

### **Entry Period 1 Prizes:**

THREE-HUNDRED AND SEVENTY-FIVE (375) ENTRY PERIOD 1 PRIZES: Each Entry Period 1 Prize winner will receive (4) Fandango Promotional Codes (each, a "Code") via e-mail good towards the purchase of 1 movie ticket (up to \$15 total ticket price and associated fees and charges) to see the movie Wish at Fandango partner theaters in the US. Code is void if not redeemed by 02/29/2024 or when Wish is no longer in theaters, whichever comes first. Only valid for purchase of movie tickets made at Fandango.com or via the Fandango app and cannot be redeemed directly at any theater box office. If lost or stolen, cannot be replaced. No cash value, except as required by law. Void where prohibited. Not valid with any other offer. Offer valid in U.S. and D.C., excluding U.S. territories and where prohibited by law. One-time use only. Not for resale; void if sold or exchanged. If cost of movie ticket with associated fees and charges is more than maximum value of the Code, then user must pay the difference. Any price difference between movie ticket purchased and maximum value of the Code will not be refunded. Approximate Retail Value ("ARV"): \$15 USD per Code, \$60 USD total. Limit 4 Codes per person. Fandango or its parents, affiliates, and subsidiaries are not a sponsor or co-sponsor of this Sweepstakes and are not responsible for the promotion, administration, or execution of this Sweepstakes. The redemption of the Code is subject to www.fandango.com/terms-and-policies. FANDANGO is a registered trademark of Fandango Media, LLC. Approximate Retail Value ("ARV"): \$60.00 per Entry Period 1 Prize. Total ARV of the 375 Entry Period 1 Prizes: \$22,500.00.

Entry Period 2 Prizes: Each Entry Period 2 winner will receive one (1) of the following prizes:

Prize Description	ARV per prize	Total Quantity
One (1) Canvas Backpack	\$60.00	200
One (1) Cap	\$30.00	400
One (1) Water Bottle	\$20.00	400
One (1) Double Layer Umbrella	\$25.00	200

Total ARV of Entry Period 2 Prizes: \$37,000.00

#### **Grand Prize:**

ONE (1) GRAND PRIZE: A trip for four (4) to The Walt Disney Studio Lot in Burbank, California. Grand Prize Trip package includes round trip, coach-class air transportation for four (4) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Los Angeles, California, transportation to and from hotel, three (3) nights' accommodations at a hotel determined by Sponsor in its sole discretion (quad occupancy); a tour of The Walt Disney Studios for four (4) (as determined by Sponsor in its sole discretion); and a \$2,200.00 allowance for spending money.

The Grand Prize winner will also be provided with 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 \$2,500. 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.

There exists an inherent risk of exposure to COVID-19 in any public place where people are present. COVID-19 is a contagious disease that can lead to severe illness and death. By accepting the Grand Prize and traveling to and from the destination described in the Grand Prize, winner and winner's guests voluntarily assume all risks related to exposure to COVID-19. Winner must complete the trip within one (1) year from the drawing date or prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the trip package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Unless child of winner, travel companion must be eighteen (18) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate legal guardian/parental permissions and releases and must travel on same itinerary and at the same time as the winner. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. Winner and travel companions are responsible for complying with any COVID-19 requirements set forth by airline, hotels, excursion and event venues or other vendors offering services that are part of the trip prize. Failure to comply with any required COVID-19 requirements, may result in forfeiture of the prize or elements of the prize. Forfeiture of any aspect of the trip due to failure to meet these requirements will not impact the value of the trip as reported on an IRS Form 1099. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. ARV of Grand Prize: \$11,600.00 Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value. TOTAL ARV OF GRAND PRIZE: \$11,600.00

For All Prizes: All details of prizes are determined by Sponsor in its sole discretion. Prizes are non-transferable, not redeemable for cash and no substitution will be made except as provided herein at the

Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all federal, state, and/or local taxes, surchargers and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the applicable Entry Period. Limit: one (1) prize per person. TOTAL APPROXIMATE ARV OF ALL PRIZES (ENTRY 1 PRIZES, ENTRY 2 PRIZES AND GRAND PRIZE): \$71,100.00

- **7. Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor, Administrator, Fandango, Disney and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (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 Sweepstakes or receipt or use or misuse of any prize.
- **8. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any and all media now known or hereinafter invented without territorial or time limitation, for advertising or publicity purposes, worldwide, without further notice and payment or consideration. If you are drawn as a winner, your information may also be included in a publicly available winner's list.
- 9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, 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, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance and may modify the prizes offered herein. 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 to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek damages 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.
- 10. 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 Sweepstakes; (2) 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 Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) 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 Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is 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 the 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.
- 11. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes 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 or the appropriate Michigan State Court located in Oakland County. Michigan, provided that any and all disputes, claims and causes of action arising out of or connected with the intellectual property of Disney, shall be resolved individually, without resort to any form of class action, shall be governed and construed in accordance with the laws of the state of California and in the event of any dispute, all entrants irrevocably consent to the jurisdiction of the state and federal courts located in Los Angeles, California to resolve such disputes; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes. 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 Sweepstakes(except for any issues related to Disney intellectual property, which shall be resolved and governed as set forth above, 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.

- **12. Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's Privacy Policy <a href="https://bluetriton.com/privacy-policy">https://bluetriton.com/privacy-policy</a>.
- **13. Winner List:** For a winner list, please <u>click here</u>. The winner list will be posted after winner confirmation is complete.
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