Splash Refresher Pilgrimage Fest Sweepstakes Official Rules

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

- 1. Eligibility: Splash Refresher Pilgrimage Fest Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia 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, 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 July 30, 2025 at 9:00 a.m. Eastern Time ("ET") and ends on August 29, 2025 at 5:00 p.m. ET (the "Promotion Period"). 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 which starts at 9:00 a.m. ET and ends at 11:59 p.m. ET and the last day 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. Instagram: During the Promotion Period, an eligible entrant who is logged in to their Instagram account may be presented with an Instagram sponsored post prompting the entrant to enter the Sweepstakes (the "Ad"). Sponsor will determine Ad placement in its sole discretion. Accordingly, only select Instagram users will see and be able to enter via the Ad. To enter via the Ad, click on the in-Ad "Sign Up" button and accurately provide the required information: first name, last name, a valid email address, ZIP Code, and check the box verifying you are eighteen (18) years of age or older and agree to these Official Rules. Upon completion and submission of the registration form, you will receive one (1) entry into the Sweepstakes. In addition to the Sponsor's Privacy Policy, as outlined in Section 13 of these Official Rules, entries through the Ad are also subject to Meta's Privacy Policy found at https://privacycenter.instagram.com/policy/. Limit: You may enter one (1) time during the Promotion Period via this method of entry.
 - **b. Online:** During the Promotion Period, visit https://www.splashrefresher.com/pilgrimage-festival-sweepstakes and follow the links and instructions to accurately complete and submit the registration form including first and last name (initials are not sufficient), email address, and home address (P.O. Boxes are not permitted). Upon completion and submission of the registration form, you will receive one (1) entry into the Sweepstakes. Limit: You may enter one (1) time during the Promotion Period via this method of entry.
 - c. Redeem Drops: Visit www.rewardsdrop.com and follow the links and instructions to login to your Rewards Drop account. If you are not a Rewards Drop member, follow the links and instructions to sign up. Once you are logged in, navigate to the Splash Refresher catalog. Next, follow the links and instructions to select the Sweepstakes item within the catalog. Follow the links and instructions to redeem twenty-five (25) Drops and you will receive one (1) Sweepstakes entry.
 - **Mail-in Alternate Method:** To enter without redeeming Rewards Drop Drops or becoming a Rewards Drop member, accurately provide the following information: your name, address, day and evening phone numbers, email address (please provide the email address associated with your

Rewards Drop account if you are a member), and date of birth on a piece of paper and mail it in an envelope with proper postage to "Splash Refresher Pilgrimage Fest Sweepstakes," c/o Merkle Inc., P.O. Box 5008, Department 867259, Kalamazoo, MI 49003-5008. You will receive one (1) Sweepstakes entry. Limit: One (1) entry per envelope. All mail-in entries must be postmarked by August 29, 2025 and received by September 8, 2025. 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.

Important: Please review your Rewards Drop profile to ensure that it is complete and includes your real name and email address. Inaccurate information could impact your ability to win a prize.

<u>Limit</u>: You may enter one (1) time per day during the Promotion Period either by redeeming Drops or sending in a mail-in entry, as outlined above.

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 may result in disqualification. In the event of a dispute as to the identity of an entrant, Sponsor and Administrator will rely on the information submitted by the entrant to register for the Sweepstakes (or to enroll in Rewards Drop™, as applicable). If any additional information provided by entrant is inconsistent with the information provided at registration for this Sweepstakes or enrollment into Rewards Drop™, Sponsor and/or Administrator may disqualify such entrant and such disqualification may result in the forfeiture of any prizes won. Sponsor, in its discretion, may require additional documentation from entrant to show proof of entrant's identity.

- 5. Prize Drawings: 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 Promotion Period on or around September 15, 2025. The potential Grand Prize winner (or parent/legal guardian if winner is a minor in his/her state of residence) 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 24 hours 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. Potential First Prize winners may be required to provide their name, home mailing address (P.O. Boxes may not be permitted), and date of birth to confirm eligibility and for purposes of prize fulfillment within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. If the potential winner cannot be contacted, fails to complete and submit the Declaration or provide any 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 the 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, time permitting.
- **6. Prizes: One (1) Grand Prize:** Two (2) 2-Day VIP tickets to Pilgrimage Festival 2025 at The Park at Harlinsdale in Franklin, TN on September 27, 2025 September 28, 2025. Approximate Retail Value ("ARV"): \$975.00. The winner is solely responsible for all travel, lodging, and any other expenses associated with attending the festival. 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 attending the festival, winner and guest voluntarily assume all risks related to exposure to COVID-19. Failure to comply with any required COVID-19 requirements may result in forfeiture of the tickets. By accepting the ticket prize, the winner agrees to abide by any terms, conditions and restrictions provided by the ticket. The Sponsor is not responsible if the winner does not use ticket on day of the festival.

Five (5) First Prizes: One (1) Splash Refresher prize package which includes one (1) hip bag, one (1) drink holder, and a variety pack of Splash Refresher Sparkling water beverages. ARV: \$35.00 each.

<u>For All Prizes</u>: Prizes are non-transferable, and no substitutes 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 taxes and fees associated with prize receipt and/or use. Grand Prize winner will receive an IRS Form 1099 MISC reporting the actual value of the prize received. ARVs are determined as of the time these Official Rules were published, and the value of a prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded. Where applicable, prize style, size, and all other details will be determined by Sponsor in its sole discretion. All other costs and expenses associated with acceptance of the prize that are not expressly set forth herein shall be solely the winner's responsibility. Prizes are provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Odds of winning a prize depend on the number of eligible entries received.

- **7. Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor, Administrator, Meta Platforms, Inc., Pilgrimage Presents, LLC, 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 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, widespread 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 an 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, including but, not limited to submitting fraudulent entries, or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner, as determined by Sponsor in its sole discretion. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, 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. In no event will more prizes than are stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received. In the event there is a discrepancy or inconsistency between any other statements contained in any Sweepstakes-related materials and these Official Rules, these Official Rules shall prevail, govern, and control.

- 10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information caused by 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 to the internet, in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Sweepstakes, including but not limited to the entry process; (4) technical or human error which may occur in the administration of the Sweepstakes, including but not limited to 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 to the receipt, use, inability to 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.
- 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; (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, 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. Severability:** If the application of any provision of these Official Rules to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of these Official Rules, shall not in any way be affected or impaired thereby; and (b) such provision shall be enforced to the maximum extent possible. In addition, if any provision contained in these Official Rules shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.
- **13. Entrant's Personal Information:** Information collected from entrants is subject to <u>Sponsor's Privacy Policy</u>.
- **14. 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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