# Splash Blast x Just Dance Bottled Beats Official Rules

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

- 1. Eligibility: Splash Blast x Just Dance Bottled Beats (the "Promotion") is open only to legal residents of the forty-eight (48) contiguous United States (including District of Columbia) who are at least eighteen (18) years old at the time of entry. Employees of BlueTriton Brands, Inc. ("Sponsor"), Ubisoft Entertainment, Merkle Inc. ("Administrator"), and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state and local laws and regulations and is void in Alaska, Hawaii and where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules. Sponsor's and Administrator's decisions are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of a sweepstakes (the "Sweepstakes") and an instant win game (the "Instant Win Game").
- **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. **Ubisoft is not the sponsor of this Promotion.**
- **3. Timing:** The Promotion begins on October 16, 2022 at 12:00 a.m. Eastern Time ("ET") and ends on December 31, 2022 at 11:59 p.m. ET (the "Promotion Period").

The Sweepstakes consists of three (3) separate monthly entry periods (each a "Sweepstakes Monthly Entry Period") as set forth below.

Sweepstakes Monthly Entry Period	Start Date (at 12:00 a.m. ET)	End Date (at 11:59 p.m. ET)	Approximate Draw Date/Winner Notification Date
Month 1	October 16, 2022	October 31, 2022	November 4, 2022
Month 2	November 1, 2022	November 30, 2022	December 6, 2022
Month 3	December 1, 2022	December 31, 2022	January 5, 2023

The Instant Win Game consist of three (3) phases (each an "Instant Win Game Phase") as set forth below:

Instant Win Game Phase	Start Date (at 12:00 a.m. ET)	End Date (at 11:59 p.m. ET)
1	October 16, 2022	October 31, 2022
2	November 1, 2022	November 30, 2022
3	December 1, 2022	December 31, 2022

For purposes of this Promotion, a "week" begins at 12:00 a.m. ET on a Saturday and concludes at 11:59 p.m. ET on the following Sunday, with the exception of the last week which will begin on December 24, 2022 and conclude on December 31, 2022.

Administrator's computer is the official time-keeping device for this Promotion.

**4.** How to Play the Instant Win Game: During the Promotion Period, use your smart phone or other web-enabled device with data plan to scan the Promotion quick response ("QR") code featured on Splash blast packs with the QR reader application already installed on your phone. You will be directed to a mobile Web page for the Promotion. Or you may visit SplashBlastBottledBeats.com ("Website"). Then, complete and submit the registration form (if you

haven't already done so)\* including providing a valid email address and selecting one (1) Sweepstakes prize package (each a "Sweepstakes Prize Package") from among the available options for which you would most like to win (on your first visit only for each Sweepstakes Monthly Entry Period). Then, click on "Play Now" and you will advance to the Instant Win Game page and receive one (1) Instant Win Game play for that day. Once on the Instant Win Game page, the Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. If you receive a "lose" message, in any given day during the Promotion Period, you will receive one (1) bonus Instant Win Game play for that day\*\*. Administrator is responsible for the functionality of the Instant Win Game.

<u>Limit</u>: Each entrant may play the Instant Win Game up to two (2) times per day during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the entrant or player. 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. Potential winners may be required to show proof of being the authorized account holder.

- **5. How to Enter the Sweepstakes:** During the Promotion Period, use your smart phone or other web-enabled device with data plan to scan the Promotion quick response ("QR") code featured on Splash blast packs with the QR reader application already installed on your phone. You will be directed to a mobile Web page for the Promotion. Or you may visit <a href="SplashBlastBottledBeats.com">SplashBlastBottledBeats.com</a> ("Website"). Then, complete and submit the registration form (if you haven't already done so)\* including providing a valid email address and selecting one (1) Sweepstakes prize package (each a "Sweepstakes Prize Package") from among the available options for which you would most like to win (on your first visit only for each Sweepstakes Monthly Entry Period). By doing so, you will receive one (1) Sweepstakes entry into the drawing for your selected Sweepstakes Prize Package, for the applicable Sweepstakes Monthly Entry Period. Then, there are two (2) ways to enter:
  - a.) Make a Qualifying Purchase: Between September 12, 2022 December 31, 2022, purchase any Splash Blast™ or Splash Fizz™ product (\$2.00 minimum) in-store OR online ("Qualifying Purchase"). Be sure to keep your receipt(s). Take an image of the entire receipt(s). The receipt image(s) must be clear and legible, include the retailer (if applicable), purchase date and time, and show the Qualifying Purchase, the Qualifying Purchase price and total amount spent. Then, visit the Website and tap/click on the "Upload Your Receipt" button. Where prompted, follow the instructions to upload an image of your receipt. Each receipt can only be uploaded once. Once your receipt image is validated, you will receive ten (10) Sweepstakes entries into the drawing for your selected Sweepstakes Prize Package, for the applicable Sweepstakes Monthly Entry Period. Receipts obtained through unauthorized means or illegitimate channels will be void. Receipts cannot be sold, traded, auctioned or bartered; all of which will be void.
  - b.) Free Method of Entry: During the Promotion Period, download the image saved <a href="here">here</a>. Follow the instructions above to upload this image. By doing so, you will receive ten (10) Sweepstakes entries into the drawing for your selected Sweepstakes Prize Package, for the applicable Sweepstakes Monthly Entry Period.

Limit: Each entrant may receive fifty (50) Sweepstakes entries per Week, regardless of method or

combination of methods of entry. 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. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. 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 or player. 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. Potential winners may be required to show proof of being the authorized account holder.

\*Splash Blast Exclusive female avatar: By registering for the Sweepstakes, you will receive one (1) female avatar. Limit: one (1) per person. There is no retail value associated with the female avatar.

\*\*Splash Blast Exclusive male avatar: The first day you lose the Instant Win Game twice, you will receive one (1) male avatar. Limit: one (1) per person. There is no retail value associated with the male avatar.

Terms and Conditions of Avatars: WHILE SUPPLIES LAST. PURCHASE OF JUST DANCE 2023 EDITION®, INTERNET ACCESS, AND UBISOFT ACCOUNT REQ'D TO REDEEM. Winners will receive a promo code redeemable for One (1) in-game "So -Rainbow" Avatar and One (1) in-game "Polo – Acai" Avatar (the "In-Game Content"). Must upload and redeem codes at Justdancegame.com/SplashBlast by 2/28/2023. In-Game Content is available on Nintendo Switch, PlayStation 4, Xbox One, PlayStation 5, Xbox Series X and Series S, and Google Stadia versions of the game. Limit: two codes redemption per Ubisoft Account. Offer non-transferable, not redeemable for cash, and cannot be combined with other offers. Terms, conditions, and territorial restrictions may apply. Sponsor: BlueTriton Brands, Inc. (Splash Blast and Splash Fizz), 900 long ridge road, Stamford Ct 06902. Final In-Game Content and game release date are subject to change. Offer may be available separately at Ubisoft's sole discretion at any time. System requirements pending. Ubisoft is not a sponsor of this promotion. Any questions, comments or complaints regarding this promotion must be directed to customercare@helloworld.com. If Just Dance 2023 Edition has not yet been released at the time of purchase, your In-Game Content may be automatically loaded into your Ubisoft Account and the In-Game Content may be unlocked for use at the time of the game's release pursuant to these terms. © 2022 Ubisoft Entertainment. All Rights Reserved. Just Dance, Ubisoft, and the Ubisoft logo are registered or unregistered trademarks of Ubisoft Entertainment in the U.S. and/or other countries.

### Bonus Sweepstakes Opportunities:

- i. Participate in Twitter Share: After you register or log into the Website, follow the links and instructions share a message about the Promotion on Twitter. You will receive one (1) Sweepstakes entry into the drawing for your selected Sweepstakes Prize Package, for the applicable Sweepstakes Monthly Entry Period. Limit: Up to one (1) Sweepstakes entry into the drawing for your selected Sweepstakes Prize Package, for the applicable Sweepstakes Monthly Entry Period per email address/person, per Week, during the Promotion Period, for this method.
- <u>ii.</u> Participate in the Poll Question: After you register or log into the Website, follow the links and instructions on the Website to answer the provided polling question to receive three (3) Sweepstakes entries into the drawing for your selected Sweepstakes Prize Package, for the applicable Sweepstakes Monthly Entry Period. <u>Limit</u>: Up to three (3) Sweepstakes entries into the drawing for your selected Sweepstakes Prize Package,

- for the applicable Sweepstakes Monthly Entry Period per email address/person, per Week, during the Promotion Period, for this method.
- <u>watch a video</u>: After you register or log into the Website, follow the links and instructions on the Website to watch the provided video to receive three (3) Sweepstakes entries into the drawing for your selected Sweepstakes Prize Package, for the applicable Sweepstakes Monthly Entry Period. <u>Limit</u>: Up to three (3) Sweepstakes entries into the drawing for your selected Sweepstakes Prize Package, for the applicable Sweepstakes Monthly Entry Period per email address/person, per Week, during the Promotion Period, for this method.
- iv. "Lose" the Instant Win Game: After you register or log into the Website, if you play the Instant Win Game and receive two (2) "lose" messages for any given day, meaning you are not a potential winner of an Instant Win Game Prize, you will receive five (5) bonus Sweepstakes entries into the drawing for your selected Sweepstakes Prize Package, for the applicable Sweepstakes Monthly Entry Period. Limit: Up to five (5) Sweepstakes entries into the drawing for your selected Sweepstakes Prize Package, for the applicable Sweepstakes Monthly Entry Period per email address/person, per Week, during the Promotion Period, for this method.
- **6. Sweepstakes/Instant Win Game:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Sweepstakes: Administrator will randomly select the potential Sweepstakes Prize winners from all eligible entries received during each applicable Sweepstakes Monthly Entry Period on or around the date outlined in the table in Section 3. Non-winning Sweepstakes Monthly Entry Period entries will not carry over to subsequent Sweepstakes Monthly Entry Period drawings. Instant Win Game: Seventy thousand (70,000) random, computer-generated winning times, one for each prize listed below, will be generated during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly-generated times, you will be a potential instant winner of the prize indicated.
- 7. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL WINNER HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID AND WILL NOT BE HONORED.
- **8. Verification of Potential Winners:** Receiving a prize is contingent upon compliance with these Official Rules. The potential Sweepstakes winners will be notified by email or phone. Each potential Sweepstakes Prize winner (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 five (5) days of the date notice or attempted notice is sent, in order to claim his/her/their prize. If a potential winner of any prize cannot be contacted or fails to sign and return the Declaration or provide any other requested information within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential winner of a prize valued over \$25.00 forfeits the prize or is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the prize will remain unawarded. Unclaimed Instant Win Game Prizes will remain un-awarded.

#### 9. Prizes:

#### **Sweepstakes Prizes:**

THREE (3) CAMEO.COM PRIZES (1 awarded per Sweepstakes Monthly Entry Period): Each winner to virtually meet Miz Cracker via cameo.com. Approximate Retail Value ("ARV"): \$15,000.

THREE (3) ARTWORK PRIZES (1 awarded per Sweepstakes Monthly Entry Period): Each winner to receive one (1) custom Nicky Davis digital artwork. ARV: \$5,000.

THREE (3) RESORT PRIZES (1 awarded per Sweepstakes Monthly Entry Period): Each winner to receive a trip for two (2) to the all-inclusive Hard Rock Hotel Riviera Maya (the "Resort"). Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion and capped at \$500 USD per person) to Cancun, Mexico and four (4) nights' all-inclusive accommodations at the Resort (single room, double occupancy), meals, select drinks, gratuities, non-motorized water sports, and entertainment. Winner must complete the trip by December 31, 2023 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 Promotion, 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 package description above, including but not limited to, taxes, ground transportation, spa treatments, excursions, discretionary premium meal service and specialty wine list, and other costs, fees or surcharges, will be the sole responsibility of the winner. Unless child of winner, travel companion must be eighteen (18) years of age or older as of the

Unless child of winner, travel companion must be eighteen (18) years of age or older as of the date of departure and must travel on same itinerary and at the same time as the winner. If winner is a minor in his/her state of residence, travel companion must be winner's parent/legal guardian. Winner and travel companions are solely responsible for obtaining valid passports and any other documents necessary for international travel. Travel companion must execute liability/publicity releases prior to issuance of travel documents Travel restrictions, conditions and limitations may apply. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if any event is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. ARV: \$3,300. 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.

Odds of winning a Sweepstakes Monthly Entry Period Prize depend on the number of eligible entries received during the applicable Sweepstakes Monthly Entry Period.

#### **Instant Win Game Prizes:**

Quantity	Prize Description	ARV
30,000	\$1 off 3 Fizz singles	n/a
40,000	\$.50 off Splash 6pk .5L or 8pk 8oz.	n/a

Odds of winning an Instant Win Game prize depend on the date/time of entry, the number of prizes remaining available at the time of entry and number of eligible Instant Win Game plays received. The number of prizes available to be won will diminish as they are awarded.

<u>For All Prizes</u>: No cash equivalent and all prizes are non-transferable 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 taxes and fees associated with prize

receipt and/or use. Non-trip prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion. Limit: one (1) Sweepstakes Prize per Monthly Entry Period and one (1) of each Instant Win Game prizes (one (1) \$1 off 3 Fizz singles and one (1) 15% off Splash 6pk .5L or 8pk 8oz). TOTAL ARV OF ALL PRIZES: \$69,900.00.

- **10. Release:** By receipt of any prize, winner agrees to release and hold harmless Sponsor, Ubisoft Entertainment, Administrator, AIC Hotel Group, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies 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 Promotion or receipt or use or misuse of any prize.
- **11. Publicity:** Except where prohibited, participation in the Promotion constitutes 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 media, worldwide, without further payment or consideration.
- 12. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes or Instant Win Game, 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 or Instant Win Game, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to modify the prizes offered herein and to award the prizes at random from among the eligible entries or plays received up to the time of the impairment. 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 Instant Win Game 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 or the Instant Win Game 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.
- 13. 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 Promotion; (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 Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) 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 Promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry or play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry or Instant Win Game play, if 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 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.
- **14. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion 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 (Southern Division) 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 Promotion, 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 Promotion, 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.

- **15. Entrant's Personal Information:** Information collected from entrants is subject to the Sponsor's Privacy Policy <a href="https://bluetriton.com/privacy-policy">https://bluetriton.com/privacy-policy</a>.
- **16. Winner List:** For a winner list, please click <u>here</u>. The winner list will be posted after winner confirmation is complete.
- © 2022 Merkle Inc. All Rights Reserved.

This promotion is in no way sponsored, endorsed or administered by, or associated with, Twitter, Inc.

Ubisoft is not the sponsor of this promotion. Any questions, comments or complaints regarding this promotion must be directed to customercare@helloworld.com.