

**Sparkling ICE® Mystery Flavor Coolest Cooler Sweepstakes
Official Rules**

IMPORTANT: Please read these Official Rules before entering this Sweepstakes. By participating in this Sweepstakes, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. The Sparkling ICE® Mystery Flavor Coolest Cooler Sweepstakes (the "Promotion") begins at 12:00:00 AM Eastern Standard Time ("ET") on May 30, 2018, and ends at 11:59:59 PM ET on July 3, 2018 (the "Promotion Period"). The Promotion contains a game of chance ("Sweepstakes"). The computer clock of the Sponsor (defined below) is the official time-keeping device in the Promotion.

- 1. ELIGIBILITY:** The Promotion is open only to legal residents of the 50 United States and the District of Columbia, who are at least 18 years of age (or the minimum age of majority in their state of residence, if higher than 18 years) at the time of entry. Employees, officers and directors of Talking Rain Beverage Company, Inc (the "Sponsor"), Catapult Marketing, Snipp Interactive, and Realtime Media LLC, their respective parent companies, affiliates, subsidiaries, advertising, and fulfillment and marketing agencies, (collectively, "Promotion Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating in the Promotion, you release, discharge and hold harmless Promotion Parties, their respective parents, affiliates, subsidiaries, retailers, advertising and promotion agencies and the respective officers, directors, employees and agents of each of the foregoing, from any and all damages whether direct or indirect, which may be due to or arise out of participation in the Promotion or any portion thereof, or the acceptance, use/misuse or possession of any prize. By participating, you agree to these Official Rules and to the decisions of the judges and Sponsor, which are final and binding in all respects. Void anywhere not listed above, and where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply. Winning a prize is contingent upon fulfilling all requirements set forth herein.

- 2. HOW TO ENTER:** Participants are able to enter the Promotion via either of the following two (2) methods of entry: (1) submitting a valid receipt of a qualifying purchase, or (2) the free alternate means of entry. No other method of entry will be accepted. Entry methods are detailed below. **Limit of three (3) total Sweepstakes Entries (as defined below) per person, per email address, regardless of method of entry below throughout the Promotion Period. Entrants may not share an email address or cellular accounts.**
 - a) PURCHASE OF QUALIFYING PRODUCT METHOD:** Purchase any eligible Sparkling ICE® product* (listed within the Appendix below) from any retailer and submit a photo of the valid receipt ("Receipt Photo") of the qualifying purchase and complete the online registration form during the Promotion Period. **Valid on purchases from May 30, 2018, through June 26, 2018. All submissions of Receipt Photos and registration forms must be received by Tuesday, July 3, 2018, at 11:59:59PM EST to be eligible.** Before submitting a Receipt Photo, participants must highlight the eligible Sparkling ICE® product* on the receipt with a star or check. Receipt Photo must clearly show the receipt in its entirety. Participants should keep their receipt. Sponsor reserves the right to require a participant to provide original receipt for verification purposes upon request. Participants can submit their Receipt Photos via any of the following methods:
 - **Website:** Participants can upload their receipt directly at www.sparklingicecoolest.com (the "Website") and complete the registration form.
 - **Text:** Participants can text the keyword "**COOLEST**" to 811811 to receive a text message with a link to Website. and complete the registration form.

The registration form at the Website must be completed in its entirety by entering your true and correct information in the required fields (required fields include: Full Name, Complete Mailing Address, E-mail Address and Phone Number) regardless of the method of Receipt Photo submission above. A Receipt Photo that contains an eligible Sparkling ICE® product* received during the Promotion Period will earn an entry into the Sweepstakes (each a "Sweepstakes Entry" or "Entry"). No responsibility is assumed for (i) technical, electronic, telephone, hardware, software or network, computer or data transmission errors, malfunctions or difficulties of any kind or (ii) any incorrect data contained in any Sweepstakes Entry.

b) ALTERNATE MEANS OF ENTRY: To enter without purchase, hand-print your Full Name, Complete Mailing Address, E-mail Address and Phone Number and Birth Date on a plain 3x5 inch paper. Mail your completed entry to Realtime Media, Attn: Sparkling ICE® Mystery Flavor Coolest Cooler Sweepstakes Entry, 200 Four Falls Corporate Center, Suite 130, Conshohocken, PA 19428. Each entry must be mailed separately in a hand-addressed, stamped envelope. No photocopied or mechanically reproduced entries will be accepted. No responsibility is assumed for lost, late, incomplete, illegible, misdirected or postage-due entries. No responsibility is assumed for (i) technical, electronic, telephone, hardware, software or network, computer or data transmission errors, malfunctions or difficulties of any kind or (ii) any incorrect data contained in any sweepstakes entry. **Mail-in entries must be postmarked no later than June 26, 2018 and received by July 3, 2018 to be eligible for the drawing.** All entries become the property of Sponsor and will not be returned or acknowledged.

3. **SWEEPSTAKES DRAWING/ODDS:** On or about July 5, 2018, the Administrator will conduct an electronic randomized drawing from among all eligible Sweepstakes Entries received within the Promotion Period and select Fourteen (14) potential Grand Prize winners. Odds of winning a Grand Prize depend on the number of eligible Sweepstakes Entries received during the Promotion Period.
4. **WINNER NOTIFICATION:** The potential Grand Prize winners will be notified by email and/or phone within three (3) business days of potential winner selection or as soon as reasonably practicable. Potential winners will have seven (7) days to respond to winning notification before forfeiting his/her prize. Potential winner becomes the "winner" only after verification of eligibility by Administrator. If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, if the potential winner declines the prize for any reason or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate potential winner will be selected from among all remaining eligible Sweepstakes Entries.
5. **PRIZE/PRIZE RESTRICTIONS:** Fourteen (14) Grand Prizes will be awarded during the Promotion as detailed below:

GRAND PRIZE (14): Fourteen (14) Grand Prizes will be awarded. Each Grand Prize will consist of:

- One (1) classic cooler which will include the following features:

Classic Cooler Features:

- Ice Crushing Blender
- USB Charging Port
- Bluetooth Speaker with Party Pairing®
- Picnic Party Essentials - 4 Plates, Ceramic Knife & Corkscrew
- Cutting Board Divider
- Magnetic Bottle Opener
- Done In One™ Tie-Down Bungee Cord

- Oversized Rubberized Wheels
- Telescoping Handle
- Accessory Deck Storage
- 4-5 Day Ice Retention
- 55 Quart Capacity

The Approximate Retail Value (“ARV”) of each Grand Prize is \$400.

The total ARV of all Promotion Prizes is \$5,600.

GENERAL PRIZE RESTRICTIONS: No prize substitution, cash equivalent of prizes, transfer or assignment of prizes is permitted, except by Sponsor which reserves the right to substitute the Grand Prize (or portion thereof) with a prize of comparable or greater value, in its sole discretion. Grand Prize will be fulfilled approximately six (6) to eight (8) weeks after the Promotion has ended. Promotion Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes.

PRIZES ARE AWARDED “AS IS” WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE PROMOTION PARTIES. ALL PRIZE DETAILS ARE AT SPONSOR’S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE THE WINNER’S SOLE RESPONSIBILITY.

- 6. GENERAL:** The winner hereby expressly grants to the Promotion Parties and each of their respective designees all rights to use and publish his/her name, likeness (photographic or simulated), voice, and state of residence for all purposes, including without limitation, advertising, marketing, promotional and publicity purposes in connection with this Promotion (“Advertising”), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by the applicable Promotion Parties and/or their licensors, and the winner hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of the applicable Promotion Parties and/or their licensors, and the winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of the winner’s name, likeness or voice under contract, tort or any other theory of law. The Promotion Parties do not assume any responsibility for any disruption in the Promotion, including but not limited to the failure or interruption of any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In no event will more prizes be awarded than those listed in Rule #5. All federal, state, and local laws and regulations apply. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Sponsor and may be changed from time to time without notice. The Sponsor reserves the right to cancel or modify the Promotion at any time without notice. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning Sweepstakes Entry. If, in Sponsor’s sole determination, a dispute cannot be resolved, the Sweepstakes Entry will be deemed ineligible. Sweepstakes Entries generated by a script, macro or other automated means will be disqualified. Sweepstakes Entries that are incomplete, garbled, or corrupted are void and will not be accepted.
- 7. TEXT MESSAGING (SMS) TERMS AND RESTRICTIONS:** Standard message and data rates may apply. By texting “COOLEST” to 811811, you consent to receive up to eight (8) promotional text messages (pertaining only to this Program) via an automatic telephone dialing system to the number you provided from Snipp Interactive on behalf of Sponsor. Your consent to the above is not required to make a purchase. You may text HELP to 811811 at any time for help, or text STOP

to opt-out. Carrier specific charges for text messages may apply, including error messages, depending on your individual cellular pricing plan, in accordance with your cellular customer agreement. SMS may not be available for all service providers or for all handsets. Cellular phone carrier's instructions for text messaging may be different. Check your phone capabilities and service provider for specific instructions. Sponsor makes no guarantee that any particular wireless service provider will be compatible with this Program. Participant is responsible for all applicable fees and taxes associated with Program participation. Sponsor, in its sole discretion, may add or delete a cellular carrier at any time, without notice.

- 8. CONDUCT:** By participating in this Promotion, you agree to be bound by these Official Rules and the decisions of the Sponsor, which shall be final, binding and non-appealable in all respects. Failure to comply with these Official Rules may result in disqualification. The Promotion Parties reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Promotion, or to be acting in any manner deemed by the Promotion Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Promotion Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Sweepstakes Entries and/or registrations.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY PERSON RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

- 9. CONSENT:** 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. Duplicate receipts and receipts from resellers, dealers/distributors, their employees or warehouse facilities, groups, clubs or organizations will be void. All requests become the property of Released Parties (defined below) and will not be returned. Fraudulent submission could result in federal prosecution under mail fraud rules and regulations. By participating in the Promotion, you agree (i) to release, discharge, indemnify and hold harmless the Promotion Parties and each of their respective parent, subsidiaries, affiliates, retailers, and advertising and promotion agencies, and all of their respective officers, directors, shareholders, employees and agents (collectively, "Released Parties") from any liability or damages which may arise out of participation in the Promotion or out of the acceptance, use, misuse or possession of and prize (or any portion thereof). All applicable federal, state and local laws and regulations apply. Released Parties are not responsible for late, lost, incomplete, illegible, delayed, inaccurate, garbled, undelivered, misdirected requests, email, texts, or mail, or other errors or problems of any kind relating to or in connection with the Promotion, whether printing, typographical, technical, computer, network, human, mechanical, electronic or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Promotion or in any Promotion-related materials. Persons found tampering with or abusing any aspect of this Promotion, who are acting in a disruptive or unsportsmanlike manner or who are otherwise not in compliance with these terms, as solely determined by Released Parties will not be eligible. Released Parties are not responsible for injury or damage to participants' or to any other person's computer or mobile device related to or resulting from participating in this Promotion.

- 10. LIMITATIONS OF LIABILITY:** The Promotion Parties assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Sweepstakes Entries, URLs, or emails; (b) any incorrect or inaccurate Sweepstakes Entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Sweepstakes Entries or registrations at any point in the operation of this Promotion; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers

utilized in any aspect of the operation of the Promotion; (e) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Sweepstakes Entries, social networking posts, or registrations, or in any other Promotion-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion. If, for any reason, the Promotion (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Sponsor will award the prize from among all non-suspect, eligible Sweepstakes Entries received for the Sweepstakes up to the time of such action.

- 11. RELEASES:** All participants, as a condition of participation in this Promotion, agree to release, hold harmless and indemnify the Released Parties from and against any and all liability, claims, damages, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with (i) participation in any aspect of the Promotion, (ii) the receipt, ownership or use of the prize (or portion thereof) awarded, including any travel associated with any prize, (iii) participant's registration material on any related website, or (iv) any typographical or other error in these Official Rules.
- 12. CHOICE OF LAW AND JURISDICTION:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winner, Sponsor, and administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of Washington, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Washington or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of Washington. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the State of Washington. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.
- 13. PRIVACY:** Except as noted in these Official Rules, information collected for this Promotion is used only for the purpose of Promotion administration and winner notification and will not be re-used, sold or shared in any manner by the Promotion Parties or any third parties unless you have elected to receive additional information or promotional material from the Sponsor, or a third party. By participating in the Promotion, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://www.sparklingice.com/privacy-policy/>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.
- 14. TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner.
- 15. WINNERS LIST:** To receive the list of the winner of the Grand Prize, send a #10 self-addressed, stamped envelope for receipt by June 15, 2018, to: Sparkling ICE® Mystery Flavor Coolest Cooler Sweepstakes Winners List Request, c/o Realtime Media, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428.

SPONSOR: Talking Rain Beverage Company, Inc, 8300 304th Ave SE, Preston, WA 98050

ADMINISTRATORS: Snipp Interactive, 1605 Connecticut Ave NW, Washington, DC 20009
Realtime Media LLC, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428

Appendix

***Eligible Sparkling ICE® Products**

Product Description	Price Point	Mystery Flavor UPC
Single Bottle	\$0.88 - \$1.25	016571953522
12 Pack	\$9.99 - \$12.99	016571953515