

## KLARBRUNN SPARKLING TRAVEL THE WORLD PROGRAM

### OFFICIAL RULES

**OPEN TO U.S. RESIDENTS ONLY. VOID WHERE PROHIBITED.**

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

The Klarbrunn Sparkling Travel the World Program (the "Program") consists of commenting on qualified posts on Klarbrunn Sparkling's social pages including Facebook, Twitter, and Instagram and describing your passion (see Section 5 below), and as described on [www.klarbrunn.com](http://www.klarbrunn.com). The Program has two parts: (1) one winner will be chosen from the qualified comments made within each of the 43 weeks ("Weekly Entry Period") of the Program Period, as described below, and will become that week's finalist ("Weekly Finalist"); and (2) one finalist from the Weekly Finalists during the Program Period will be chosen for the Grand Prize (see Section 6b) prize drawing at the end of the Program Period.

1. **ELIGIBILITY:** The Program is open only to legal residents of the United States as of March 6<sup>th</sup>, 2018, who, at the time of participation and entry, are at least the age of majority in their state of residence and reside in one or more of the states in which the Program and Klarbrunn Sparkling<sup>®</sup> is made available. The employees (including immediate family and household members), subsidiaries, affiliates and shareholders of Wis-Pak, Inc, Klarbrunn Sparkling<sup>®</sup> distributors, Sea Doo, or any other company or individual involved in the Program's design, production, execution or distribution are not eligible. Participation constitutes an entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are and shall be final and binding in all respects. Sponsor reserves the right to disqualify any participant determined, in Sponsor's sole judgment and absolute discretion, to be (a) tampering or attempting to tamper with the entry process or the operation of the Program; (b) violating the Official Rules of the Program; or (c) acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten, harass or act fraudulently in any manner. PROGRAM VOID WHERE PROHIBITED BY LAW OR REGULATION.

2. **AREAS:** The Sweepstakes is open to legal residents of, and physically located within, the (50) United States and/or the District of Columbia, who are 18 years of age, whichever is greater, or older at the time of entry. VOID WHERE PROHIBITED.

3. **SPONSOR:** Program sponsor is Wis-Pak, Inc., 860 West Street, Watertown, WI 53094. All decisions regarding all matters and aspects of and relating to the Program shall be made by

Wis-Pak, in its sole and absolute discretion, and all such decisions shall be final, binding and conclusive. This includes decisions regarding the validity of Entries and other materials submitted for verification, and the eligibility of participants. By entering this Program, entrant agrees to these Official Rules and to the binding, final and conclusive nature of Sponsor's decisions.

4. **PROGRAM PERIOD; WEEKLY ENTRY PERIOD:** The Program Period begins on March 6<sup>th</sup>, 2018 at 12:01 p.m. Central Time ("CT") or when the qualify post displays and ends on July December 28<sup>th</sup>, 2018 at 4:00 p.m. CT (the "Program Period"). Each of the 43 Weekly Entry Periods will begin at 12:01 p.m. CT on the Tuesday of each respective week of the Program Period and end at 12:00 p.m. (noon) CT on the following Tuesday of the Program Period. Sponsor's computer is the official time-keeping device for the Program.
5. **HOW TO ENTER:** To enter, entrants must post a comment ("Entry") within designated threads on Sponsor's Instagram page (<https://www.instagram.com/klarbrunn>), Sponsor's Facebook page (<https://www.facebook.com/Klarbrunn/>), or Sponsor's Twitter page (<https://twitter.com/Klarbrunn>) during the Program Period. Only one entry is permitted on each post per entrant per Weekly Entry Period. Sponsor may acknowledge or respond to entries during the contest period though such acknowledgment and response does not mean that the entry is deemed eligible or that it will not be disqualified. Only an entry posted by individuals will be considered and the use of any device, service, or process to automate the entry process is prohibited. All entries so prohibited will be declared invalid and disqualified. Entrants warrant that the posted story is original and not posted in violation of another's copyright or other intellectual property rights. Only entries submitted by eligible entrants in accordance with these Official Rules will be deemed Eligible Entries and considered for prizes.
6. **DRAWINGS:** The following separate random drawings will occur: (A) forty-three (43) weekly drawings, from entries made only during a respective Weekly Entry Period; and (B) one drawing, for the "Grand Prize", from Weekly Finalists during the entire Program Period (those selected under (A)).
  - A. **Weekly Entry Period Drawings.** For each Weekly Entry Period, on or about the day after the Weekly Entry Period ends (or, if the Weekly Entry Period ends on a weekend or holiday, on the next business day), the Sponsor or the Sponsor's designee, in a random drawing from all valid entries received during that specific Weekly Entry Period, will select one entry for the prize described in Section 9(A). Entries from one Weekly Entry Period do

not carry over into subsequent Weekly Entry Periods or their drawings. The winner of a Weekly Entry Period drawing may not participate in any other drawing.

B. **Grand Prize.** On or about December 28<sup>th</sup>, 2018, the Sponsor or the Sponsor's designee, in a random drawing from all valid Weekly Finalists during the Program Period, will select one entry for the "Grand Prize" described in Section 9(B).

7. **NO TRANSFER:** All entries will be deemed to be made (and owned) by the person owning the account from which the entry is made. Entries cannot be sold, traded, bartered, assigned or transferred to, or shared with, a third party, auctioned through online auction sites, or otherwise obtained through any methods and/or means other than as described in these Official Rules.
  
8. **WINNER VERIFICATION:** ALL PROGRAM WINNERS ARE SUBJECT TO ELIGIBILITY VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE AND SHALL BE FINAL, BINDING AND CONCLUSIVE IN ALL RESPECTS. Eligibility for any prize is conditioned on the full, complete, and continued compliance with these Official Rules. Sponsor will attempt to notify Winners via Facebook private message, Twitter private message or Instagram private message. The Winner must accept the prize by responding to Sponsor's private message. To be eligible, every potential winner must complete, sign and return to Sponsor or Sponsor's designee, within two (2) business days after the private message is sent to potential winner at the account listed by the him or her at the time of entry, an affidavit and other eligibility verification documents, as required by Sponsor in Sponsor's sole and absolute discretion. Proof of eligibility may include, without limitation and in Sponsor's sole and absolute discretion, name, address, telephone number, date of birth, and email address. Potential winner will be deemed ineligible for entry and for prize if he or she cannot be contacted at the listed Facebook, Twitter, or Instagram account (including if notification attempts are returned undeliverable), fails to timely, properly and fully complete, sign and return required documents, and/or provides incomplete or inaccurate information; and/or if Sponsor determines for any reason, in Sponsor's sole and absolute discretion, that individual is not an eligible participant. Sponsor may then award applicable prize to an alternate winner by random drawing from among all remaining eligible entries. A post announcing the winner will be made on or around January 8<sup>th</sup>, 2019.

9. **PRIZES:** Prizes cannot be sold, traded, bartered, assigned or otherwise transferred. No substitution, cash redemption, assignment or transfer of prize is permitted, except that Sponsor, in Sponsor's discretion, may substitute a prize with another prize of greater or equal value. The odds of winning for each prize depend on the number of eligible entries received during the corresponding Weekly Entry Period (for weekly drawings) or entire Program Period (for Grand Prize drawing).

A. **Weekly Prizes (One for each of the 11 Weekly Entry Periods):** One prize will be awarded per weekly finalist. Each prize is:

One Klarbrunn Sparkling 12 packs.

Approx. value: \$3.99 per prize.

Sponsor makes no warranty as to the prize, or any component thereof. Winner shall make no claim against Sponsor regarding prize.

B. **Grand Prize (One for Entire Program Period):** One prize will be awarded. The prize is:

One five thousand dollar Visa gift card (\$5,000)

10. **TAXES:** Sponsor recommends that participants review the Program with their legal/tax advisor to determine their potential tax liability, if any, in connection with participating in and/or receiving cash or prizes as part of this Program. Sponsor and its participating distributors make no representations, and disclaim any and all liability, regarding any tax implications of participating in the Program, including the receipt of any prizes thereunder. Tax and other financial liability, if any, it will be the sole liability and responsibility of participant, and Sponsor and its distributors shall have no liability therefore.

11. **LIMITATIONS OF LIABILITY:** Sponsor and its distributors are not responsible for stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, postage-due or garbled entries, transmissions, email or mail; or for lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider (ISP), wireless network, website or other connections including those through and/or by any website, availability or accessibility or miscommunications or failed computer, satellite, telephone, cable or wireless transmissions, lines, or technical failure or jumbled, scrambled,

delayed or misdirected transmissions or computer hardware or software malfunctions, failure or difficulties; wireless service congestion; failures or malfunctions of phones, phone lines or telephone systems, wireless towers or cellular tower equipment; any error, omission, interruption, defect or delay in wireless or other transmission, processing, or communication; non-delivery; misdirected, blocked or delayed email notifications; printing, typographical or other errors appearing within these Official Rules, in any Program-related advertisements or other materials; or any errors, problems or difficulties of any kind whether human, mechanical, electronic, network, computer, telephone, wireless service, mail, typographical, printing or otherwise relating to or in connection with the Program, including, without limitation, errors or difficulties which may occur in connection with the administration of the Program, the processing of entries and/or emails, the announcement of any prize or in any Program-related materials, and/or or the cancellation or postponement of any event or exhibition, including any race. Sponsor and its distributors are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking or by any equipment or programming associated with or utilized in the Program. Sponsor and its distributors are not responsible for injury or damage to participants' or to any other person's computer and/or wireless devices related to or resulting from participating in this Program, or downloading materials from or use of the website. Sponsor and its distributors are not responsible for 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. Persons who tamper with or abuse any aspect of the Program or website or attempt to undermine the legitimate operation of the Program by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or any representative of Sponsor or its distributors or who are in violation of these Official Rules, as solely determined by Sponsor in its absolute discretion, will be disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of this Program is unlawful and subject to legal action by the Sponsor and its distributors and/or their respective agents. Sponsor shall have the sole and absolute right to disqualify any participant or any entrant for violation of these Official Rules or any applicable laws relating to the Program, and to resolve all disputes in its sole and absolute discretion. Sponsor and its distributors (i) make no warranty, guaranty or representation of any kind concerning any prize (or any portion thereof), and (ii) disclaim any implied warranty.

12. **MODIFICATION:** If for any reason Sponsor determines, in its sole and absolute discretion, that the Program, or any aspect of the Program, is not or is no longer capable of running as planned or intended by these Rules, for any reason whatsoever, Sponsor, in its sole and absolute discretion, reserves the right to cancel, terminate, suspend, postpone, delay or modify the Program in whole or in part, including without limitation any means of entry, at any time. Such reason(s), in Sponsor's sole and absolute discretion, may include but are not limited to any occurrences which may corrupt or impair the integrity, security, fairness or proper conduct of the Program, as determined by Sponsor in its sole and absolute discretion. Sponsor may modify and amend these Official Rules as they appear from time to time during the Program for clarification purposes without materially affecting the terms and conditions of the Program.
13. **CONDUCT:** By participating in this Program, participants agree to be bound by these Official Rules, their declarations and other documents verifying eligibility, and the decisions of Sponsor, which shall be final and binding in all respects. Failure to comply with these Official Rules may result in disqualification. CAUTION: ANY ATTEMPT BY A USER OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEY'S FEES) 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 or any other provision.
14. **DECLARATIONS; RELEASES; CONSENT TO USE:** All participants agree to comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding, final and conclusive in all respects. As a condition to collecting their prize(s), winners must completely, fully and accurately execute the Klarbrunn Sparkling® Travel the World Program Declaration of Eligibility, Waiver of Liability and Release. These documents are available upon request, and shall be provided to winners at the time they are selected. All Program winners will be required to produce identification. By participating in the Program and submitting an entry, all entrants agree to (a) release Wis-Pak, Inc., its distributors, subsidiaries, affiliates, suppliers, and advertisers, and each of their employees, agents and representatives; its subsidiaries, affiliates, suppliers, and advertisers, and each of their employees, agents and

representatives; Sea Doo, its subsidiaries, affiliates, suppliers, and advertisers, and each of their employees, agents and representatives (collectively the "Released Parties"), from any and all liability, claims, actions and/or expenses (including without limitation reasonable attorney's fees) of any kind whatsoever for injuries, damages, or losses of any kind to any persons (including third-persons) and/or property which may be sustained in connection with participation in the Program, including the acceptance, receipt and/or use of any prize or any travel or activity related to the acceptance, receipt and/or use of any prize; and (b) indemnify, defend and hold harmless the Released Parties from and against any and all liability, claims, actions and/or expenses (including without limitation reasonable attorney's fees) of any kind whatsoever arising out of and/or relating to such entrant's participation in the Program, including the acceptance, receipt and/or use of any prize or any travel or activity related to the acceptance, receipt and/or use of any prize.

By participating in the Program, participants consent to the use of their names, pictures, or other likenesses (without compensation, review or approval) for promotional purposes as determined, in its sole and absolute discretion, by Sponsor. Except where prohibited by law, all Program Winners must submit a photo representative of their passion granting the Sponsor the right to print, publish, broadcast and use worldwide in any media now known or hereinafter known (including without limitation use online at the Program website and/or any Sponsor and/or distributor websites), the participant's name, address, voice, statement(s), picture(s) and/or other likeness, without compensation, review or approval, in connection with this Program for public relations, advertising and Program purposes, as may be determined by Sponsor in its sole and absolute discretion.

15. **DISPUTES**: Any dispute arising out of or connected with the Program, including without limitation any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively in the Circuit Court of Jefferson County, Wisconsin, or, if applicable, in the federal district court in which such county sits. All issues and questions concerning the construction, validity, interpretation and enforceability of the Program's Official Rules, or the rights and obligations of entrants and Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, without giving effect to any choice of law or conflict of law rules (whether of the State of Wisconsin or any other jurisdiction) which would cause the application of the laws of any jurisdiction other than the State of Wisconsin. In any dispute, In the event of any dispute, under no circumstances shall entrant recover anything other than actual out-of-pocket costs incurred in

entering this Program; without limitation, there shall be no equitable or injunctive relief and no recovery of incidental, consequential, increased, multiplied or punitive damages, or attorney's fees. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OR REMEDIES, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

16. **ALTERNATE FORM OF ENTRY:** NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE CHANCES OF WINNING. Entries may also be submitted by mailing letter to:

Klarbrunn Sparkling® Travel the World

P.O. Box 8006

Madison, WI 53708

Mailing must include participants name, address, phone number, and contact information. Limit one entry per mailing, per household for Program Period. Information is further available at 1-800-910-2837 and [www.klarbrunn.com](http://www.klarbrunn.com).

16. **SWEEPSTAKES RESULTS:** For a list of prize winners, available after January 22<sup>nd</sup>, 2019, mail a request and self-addressed stamped envelope to:

Klarbrunn Sparkling® Travel the World Winners List  
P.O. Box 8006  
Madison, WI 53716

3/6/2018