

Official Rules: “Snowboard” Sweepstakes Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

SWEEPSTAKES IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW. SWEEPSTAKES IS ONLY OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES. EACH INDIVIDUAL (the “Entrant”) MUST BE EIGHTEEN YEARS(18) OF AGE OR OLDER AT THE TIME OF ENTRY.

1. **Eligibility:** The American Licorice “Snowboard” Sweepstakes (the “Sweepstakes”) is open only to legal residents of the fifty (50) United States who are at least eighteen (18) years old. Employees of American Licorice Company (the “Sponsor”), and its parent companies, subsidiaries, affiliates, promotion and advertising agencies, and members of their immediate families (spouse, parents, siblings, and children) and household members of those employees are not eligible to enter or win. The Sweepstakes is subject to all applicable federal, state and local laws and regulations.
2. **Agreement to Official Rules:** Participation in this Sweepstakes constitutes Entrant’s full and unconditional agreement to the Official Rules and Sponsor’s and Administrator’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning and receiving a prize is contingent upon compliance of these Official Rules and fulfilling all requirements.
3. **Sponsor:** The Sponsor and Administrator is American Licorice Company, 1914 Happiness Way, La Porte. IN 46350.
4. **Timing:** The Sweepstakes begins on 1/06/2023 at 8:00 a.m. Eastern Time (“ET”), and ends on 1/31/2023 at 11:59:59 p.m. ET (the “Entry Period”). Sponsor’s computer is the official time keeping device for the Sweepstakes. Evidence of submitting an Entry does not constitute evidence that Sponsor received the Entry.
5. **How to Enter:** Each Entrant must submit their name and other information requested (the “Entry”) on the following webpage: sourpunch.com/fan-fun. All eligible entries will only be entered based on the date an Entrant’s entry was received.

Eligible Entries received by the end of the Entry Period will be entered into the drawing, and sixty (60) potential “Sweepstake Winners” will be randomly selected from among all eligible entries received.

There is a limit of one (1) Entry per natural person during the Entry Period. Any attempt by an Entrant to obtain more than one (1) Entry by using multiple or

different email addresses, identities, or any other method will void that Entrant's entries and that Entrant will be disqualified. Sponsor or representative acting on behalf of Sponsor reserves the right to screen entries. In Sponsor's sole discretion, Sponsor reserves the right to disqualify and remove any Entry it deems as inappropriate or unacceptable or does not meet the submission guidelines, or does not comply with these Official Rules. Entrant agrees if their Entry is contested in any manner for any reason whatsoever, Sponsor or representative acting on behalf of Sponsor may disqualify that Entry and discontinue use without notification.

6. **Prizes:** Ten (10) grand prizes of one (1) Limited-Edition 2023 Sour Punch Snowboard and a variety of Red Vines candy (Approximate Retail Value ("ARV") \$850.00). Fifty (50) runner-up winners will receive a "Snowboard" Prize Package consisting of one (1) Sour Punch beanie and a variety of Sour Punch candy (Approximate Retail Value ("ARV") \$9.99). Odds of winning a prize depend on the number of eligible entries received. Prizes will be awarded only if the potential prize winner fully complies with these Official Rules. Prizes are non-transferable, and no cash alternative or 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. All federal, state and local taxes, and any other costs and expenses associated with acceptance and/or use of Prize not specifically provided for in these Official Rules are solely the Winner's responsibility. ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.
7. **Winner Selection and Notification:** Following the conclusion of the Entry Period, the Administrator will randomly select the ten (10) potential Sweepstakes winners from all eligible entries received during that applicable Entry Period. The ten (10) provisional winners will be notified through an email from the Sponsor. If, despite reasonable efforts, a potential prize winner does not respond within 48 hours of the first notification attempt, or if a prize or prize notification is returned as unclaimed or undeliverable to such potential prize winner, such potential prize winner may forfeit the applicable prize and an alternate prize winner may be selected. If any potential prize winner is found to be ineligible, or if they have not complied with these Official Rules or declines the applicable prize for any reason prior to award, such potential prize winner may be disqualified, and an alternate winner may be selected. Potential winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. Prizes will be fulfilled approximately 2 weeks after the end of the Entry Period, once winners are confirmed.

8. **General Guidelines for Entrants:** Sponsor reserves the right to verify the eligibility of any Entrant. Any entry found not to be in compliance with these Official Rules may be disqualified. Each Entrant must submit an Entry on Entrant's own behalf. Any Entrant using another person's identity may be disqualified and ineligible to claim any prize. By entering Sweepstakes, each Entrant warrants that he or she has read and agrees to abide and be bound by these Official Rules. False or deceptive entries or acts, including misrepresentation of age, shall render such entries as ineligible. An Entrant may be required to produce proof of identity, address, and/or birth date. Once an entry is submitted, it cannot be deleted, canceled or modified by an Entrant. No substitution of an entry will be accepted during an entry period under any circumstances once the original entry is submitted. Sponsor assumes no liability for any entries submitted into the Sweepstakes that violates these Official Rules. In the event an Entrant wins a prize, and is later found to be in violation of these Official Rules, Entrant may be required to forfeit the prize. Sponsor or representative acting on Sponsor's behalf shall have the absolute right to determine if an entry is not in compliance with these Official Rules without notice to the Entrant. In the event of failure to capture any information for any reason whatsoever, including but not limited to as a result of the effects of hackers or the failure of any electronic equipment, computer or cellular transmission, or network connections, any such attempted entry submissions will become null and void. Sponsor is not responsible for any lost, late, illegal, intercepted, incomplete, misdirected, damaged, destroyed, mutilated, unintelligible or not received entries, or for errors, omissions, interruptions, deletions, defects, delays in operations, in transmissions of entries. Proof of sending an entry will not be deemed to be proof of receipt by Sponsor. If for any reason whatsoever data is not available to contact a potential prizewinner, the entry will become null and void and the Entrant will be disqualified from the Sweepstakes. Any other attempted form or method of entry, except as outlined above, will not be an eligible Entry. The information you provide will be administered by Sponsor in accordance with its privacy policy, available at <https://www.americanlicorice.com/en/privacy-policy>. Entrant agrees by attempting to enter into this Sweepstakes, he or she will be bound by these Official Rules and the decisions of the Sponsor which shall be final in all respects, and Entrant and attempted Entrant waive any right to claim ambiguity in this Sweepstakes or these Official Rules. Each winner is responsible for all taxes, including federal, state and local, applicable to the acceptance and use of his/her prize. Wireless carrier standard data plan rates may apply. Other charges may also apply; check your mobile plan for rates/details relating to use of data under your plan.
9. **Limitations of Liability:** Sponsor is not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete or misdirected entries or entries received

through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Contest; (e) printing, typographical, electronic or human errors, which may occur in the offer or administration of the Contest or the processing of entries; or (f) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest, or from viewing, playing or downloading any material from Sponsor's website(s), regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to Sponsor's websites by a hypertext link.

10. **Release and Indemnification:** By participating in this Sweepstake, entrant agrees to defend, indemnify, and hold harmless the Sweepstake Entities from and against any all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out or relating to their breach of these Official Rules. By entering, each Entrant forever, fully and irrevocably releases and holds harmless Sponsor and its parents, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, affiliates, and all of their respective employees, officers, directors, shareholders and agents from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in the Sweepstakes.
11. **Construction:** All issues and questions concerning these Official Rules or the rights and obligations of any participant shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of law rules or provisions. All entrants expressly agree to submit to the laws of and the jurisdiction of the federal and state courts in the State of California, hereby waiving the jurisdiction of any other courts that now or in the future could be considered competent for any reason. All actions, proceedings, or litigation relating to the Sweepstake shall take place in the State of California, County of San Mateo. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.
12. **Data Collection:** Information collected in connection with this Contest on will be administered by Sponsor in accordance with its Privacy Policy, which may be viewed at www.americanlicorice.com/privacy-policy.

13. **Force Majeure:** Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstake if it determines, in its sole discretion, that the Sweepstake is technically impaired or corrupted or that fraud or technical problems, failures, or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstake. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Sweepstake by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend, or terminate the Sweepstake. If the Sweepstake is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.
14. **Winner's List:** A list of winners may be obtained by sending a self-addressed, stamped envelope after January 31st, 2023 to: Attn: "Snowboard" Sweepstakes Winners, American Licorice Company, 1914 Happiness Way, La Porte, IN 46335.