

# KLARBRUNN VITA ICE® SUMMER SEA DOO GIVEAWAY

## 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 Gillette Pepsi KLARBRUNN VITA ICE® Summer Sea-Doo Giveaway – Rochester, MN and Owatonna, MN (the “Program”) is a summer “Register to Win” promotion.

- 1. ELIGIBILITY:** The Program is open only to legal residents of the United States as of July 2<sup>nd</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 is made available by Gillette Pepsi Companies, Inc. The employees (including immediate family and household members), subsidiaries, affiliates and shareholders of Gillette Pepsi Companies, Inc., Blooming Prairie Farm Radio, 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 Program is offered in parts or all of the geographic areas serviced by Gillette Pepsi Companies, Inc. participating in the Program in the states of IA, MN, WI.
- 3. SPONSOR:** Program sponsor is Blooming Prairie Farm Radio, 1647 16<sup>th</sup> Avenue NW Suite A, Rochester, MN 55901, and 255 Cedardale Drive, Owatonna, MN 55060. All decisions regarding all matters and aspects of and relating to the Program shall be made by Blooming Prairie Farm Radio, in its sole and absolute discretion, and all such decisions shall be final, binding and conclusive. This includes decisions regarding the validity of registrations 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:** The Program Period begins on July 2<sup>nd</sup>, 2018 and ends on August 4<sup>th</sup>, 2018 (the “Program Period”).
5. **WHERE TO REGISTER:** Participating stores will have registration boxes next to the Vita Ice display. Blooming Prairie Farm Radio will also have Live Remote Broadcasts during the Program Period for additional registration opportunities; communicated by KNXR-FM and KOWZ-FM during regular programming. Blooming Prairie Farm Radio will bring the Sea-Doo to each Live Remote designated by Pepsi-Cola during the Program Period. Each Live Remote will be 2 hours long. A registration box will be located at each participating store, and qualifiers will be drawn from the registration box at each participating store. The Program will be featured on the KNXR-FM and KOWZ-FM contest pages. The final qualifiers will be drawn from a registration box at the Giveaway Party at the end of the program period. If, in Sponsor’s sole judgment and absolute discretion, any part of a registration is counterfeited, or if any part is illegible, mutilated or tampered with in any way, the registration will be rejected and will be deemed void and invalid.
6. **QUALIFIERS:** The following separate random qualifier drawings will occur: (A) Weekly qualifiers from participating stores; (B) Live Remote registration qualifiers; (C) Final Sea-Doo Giveaway Party qualifiers.
  - A. **Weekly Qualifiers.** One qualifier from each participating store will be drawn by the Sponsor from the registrations collected each week. Each of those qualifiers will be announced during the first break of subsequent Live Remotes from that participating store.
  - B. **Live Remote Qualifiers.** Two additional qualifiers will be drawn during each Live Remote broadcast on KNXR-FM and KOWZ-FM during the Program Period.
  - C. **KLARBRUNN VITA ICE<sup>®</sup> Summer Sea-Doo Giveaway.** On the final day of the Giveaway Period a party will be held jointly with KNXR-FM and KOWZ-FM somewhere between Rochester, MN and Owatonna, MN. Time and location TBD. A registration box will be available the first half of the live broadcast. Sponsor will make two (2) final qualifier drawings. There will be a total of 20 qualifiers eligible for the Sea-Doo drawing.
7. **SEA-DOO DRAWING:** On August 4<sup>th</sup>, 2018, the Sponsor or the Sponsor’s designee, in a random drawing from all valid qualifiers drawn during the Program Period, will select one entry for the “Summer Sea-Doo Giveaway” prize described in Section 10. QUALIFIERS MUST BE PRESENT TO WIN.

8. **NO TRANSFER:** All registrant entries/qualifiers will be deemed to be made (and owned) by the person owning the account from which the entry is made. Qualification 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. Noncompliant registration entries are null and void.
9. **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. Each potential winner will be notified by email using the email address provided by participant at the time of entry, that his or her entry has been selected. Notification will include the official rules of the Giveaway. 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 email address (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.

10. **GRAND PRIZE (One for Entire Program Period):** One prize will be awarded and qualifier must be present to win. The prize is:

"Win A Sea-Doo Spark" package consists of a BRP® Sea-Doo Spark2UP and accompanying trailer. Participant shall be solely and exclusively responsible and liable for their conduct during their use of the prize package.

Approx. value: \$7,000

Winner will be required to sign a Waiver of Liability and Release. The prize will be delivered in its original state; no sponsor logos. Prize is as is; no alternative cash value.

Sponsor makes no warranty as to the prize, or any component thereof. Winner shall make no claim against Sponsor regarding prize, but will look solely to manufacturer regarding a warranty, if any. At delivery, selected qualifier must provide proof of insurance.

11. **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.
  
12. **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 Giveaway 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.

**13. 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.

**14. 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.

- 15. 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 winners must completely, fully and accurately execute the KLARBRUNN VITA ICE<sup>®</sup> Summer SEA-DOO Giveaway Declaration of Eligibility, Waiver of Liability and Release. These documents are available upon request, and shall be provided to 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 Gillette Pepsi Companies, Inc., its distributors, subsidiaries, affiliates, suppliers, and advertisers, and each of their employees, agents and representatives; Blooming Prairie Farm Radio, its subsidiaries, affiliates, suppliers, and advertisers, and each of their employees, agents and representatives; BRP<sup>®</sup>, its subsidiaries, affiliates, suppliers, and advertisers, and each of their employees, agents and representatives; 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 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 or relating to such entrant's participation in the Program, including the acceptance, receipt and/or 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, participants grant to 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.

16. **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 La Crosse 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 (and/or the person traveling with any Grand Prize winner) 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 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.

6/30/18