

MONTUCKY COLD SNACKS

“MONTUCKY MASCOT CONTEST” OFFICIAL RULES

OFFICIAL RULES - NO PURCHASE NECESSARY. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHEREVER PROHIBITED. YOU HAVE NOT YET WON.

1. No Purchase Necessary To Enter or Win. Participation constitutes an entrant's full and unconditional agreement to and acceptance of these Official Rules. The **Montucky Cold Snacks “Montucky Mascot” Contest** ("Contest") begins at 12:00 am Mountain Time ("MT") on March 1, 2023 and ends at 11:59 pm MT on April 30, 2023 ("Contest Period"). The Contest is sponsored by Montucky Cold Snacks Co, PO Box 1851, Bozeman, MT 59771 (the "Sponsor"), who is solely responsible for all aspects of this Contest. Sponsor's computer is the official time-keeping device for the Contest.

2. Eligibility: The Contest is open to all legal residents of WA, OR, CA, NV, AZ, UT, ID, MT, WY, CO, NM, TX, KS, LA, AR, MO, MN, WI, IL, MI, KY, TN, GA, DE, PA, NJ, NY, VT, AL, NC, MA, RI, AK, and HI. To be eligible, an entrant must be 21 years of age or older at time of entry. Employees, officers, and directors of Sponsor, its parent companies, affiliated companies, subsidiaries, agents, advertising, and promotion agencies, (collectively the “Contest Entities”) their immediate family members (parents, children, siblings, spouses) and persons living in the same household (whether related or not) are not eligible to participate in the Contest. Residents of Puerto Rico and of U.S. Territories are not eligible. **Void where prohibited by law. All federal, state, provincial and local laws and regulations apply.** Individuals meeting the requirements of eligibility shall be deemed “Qualified Participants.”

3. How to Enter: Qualified participants may enter the Contest during the Contest Period by submitting a video to Sponsor on Instagram using the hashtag #MontuckyMascot. Videos must be 30 seconds or shorter and explain why the participant believes they are the perfect Montucky Mascot. Limit of one (1) entry per qualified participant. Enter using only one username and e-mail address subscribed and registered in your name. Duplicate entries will be void. Contest Sponsor is not responsible for damaged, late, lost, or incomplete entries. Such entries will be disqualified. No responsibility is assumed by Contest Sponsor for any computer, app, on-line, telephone, human-error or technical malfunction that may occur. All entries become the property of Sponsor. By entering, participants agree to these Official Rules and to the decisions of Sponsor, which shall be final and binding in all respects. Contest Sponsor reserves the right to disqualify any person or address suspected of submitting multiple or fraudulent entries or of tampering with the entry process.

4. Prize and Approximate Retail Value (“ARV”): The one (1) Winner will receive their name and likeness as the Montucky Mascot within one year of winning on (i) a special run of Montucky Cold Snacks cans produced and sold in the Winner's market (ARV:\$1000 (production and photoshoot costs)); (ii) the side of a NASCAR racing truck and a trip to the NASCAR race in Bristol TN that the truck with winners likeness on it will be racing at (ARV:

\$2000; (trip includes airfare, two nights stay in Bristol TN, and travel to and from the race)); (iii) a cheap billboard somewhere on the backroads in the United States of America (ARV \$500), (iv) the side of a limited edition Montucky Cold Snacks coffee mug set (ARV: \$75). Additionally, the Montucky Mascot winner will receive a paid trip to Reno Nevada to throw a pitch at a Reno Aces baseball team game, and visit The Republic of Molossia where the winner will become an official Ambassador to The Republic of Molossia (ARV: \$1500; trip includes airfare, two nights stay, and travel from Reno to The Republic of Molossia and back), A mixtape (ARV: \$5), Snacks for a year (ARV: \$400 worth of Slim Jims), Winner's name will also appear alongside Montucky Cold Snacks name on an Adopt-A-Highway in Montana (ARV: \$0), winner will not receive a star on the Montucky Meta-Verse Walk Of Fame as this does not exist (ARV: \$0), \$250 worth of Montucky Cold Snacks swag from the Montucky Cold Snacks online store.

5. The total approximate retail value of the entire prize is \$5,730. The prize cannot be redeemed for cash. Sponsor reserves the right to verify all information submitted by the potential prize Winner. No transfer, refund or substitution of the prize is permitted, including if Winner is unable to meet travel requirements for a prize, except that the Sponsor retains the right to substitute a prize of equal or greater retail value for any reason. Odds of winning will depend on the total number of eligible entries received during the Contest Period. Winner shall forfeit the prize is not redeemed by 10 business days following the Contest Winner selection date.

The Winner and entrants also agree to release, discharge, indemnify, and hold harmless the Contest Entities from and against any claims, damages, or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in any part, directly or indirectly, from acceptance, possession, use or misuse of prizes offered, or participation in this Contest.

6. Selection and Notification: Within 30 days after the end of the Contest Period, one (1) Winner will be selected by Sponsor based on subjective criteria from all eligible entries received and will be selected on or before May 30th. The Winner. The selection will be conducted by Sponsor's representative or designee, whose decisions shall be final and binding in all respects. The potential winner will be contacted by mail, phone or email, at Sponsor's sole discretion, and will be asked to confirm or provide the necessary information (such as first and last name, email address, mailing address, and/or phone number) to Sponsor. In the event that the potential Winner cannot be contacted for any reason, or the prize is returned as undeliverable, such person forfeits the prize without compensation. Sponsor is not responsible for any winner limitations that prevent acceptance or use of the prize. The potential Winner will be required to sign and return an Affidavit of Eligibility, Release of Liability, and Publicity Release within two (2) business days of receipt of such Affidavit and Release, and must possess age defining documentation (*i.e.*, photo identification) prior to prize release. Failure to execute and return the required documents within two (2) business days of receipt will result in the potential Winner's disqualification and, in such case, an alternate Winner will be selected from among the remaining eligible entries received during the Contest Period. The Sponsor is not responsible for and shall not be liable for late, lost, or misdirected or unsuccessful efforts to notify a Winner. Only two (2) alternate entrants will be contacted.

7. **Prize Conditions:** Winner must be able to provide a mailing address, proof of residence, and 21+ age, to Sponsor in order to receive the grand prize package, and is solely responsible for all applicable federal, state, and local taxes associated with the receipt of any prize. If a prize or prize notification is returned as unclaimed or undeliverable to a potential winner, if potential winner cannot be reached within three (3) calendar days from the first notification attempt, or if a potential winner is not eligible or not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate winner may be selected, or prize may not be awarded.

8. Terms & Conditions:

(a) The Official Rules are posted at <https://montuckycoldsnacks.com/montuckymascot> throughout the Contest Period. This Contest and these Official Rules are governed by and shall be construed in accordance with the laws of the State of Montana as distinguished from the choice of law rules applicable to contracts made and performed entirely in Montana where the relevant contacts are with such state. All applicable federal, state, provincial, and local laws and regulations apply. By participating, entrants agree to be bound by these Official Rules and the decisions of Sponsor, and waive any right to claim ambiguity in the Contest or these Official Rules. The Grand Prize Winner also agrees to release, discharge, indemnify, and hold harmless Sponsor and its respective parents, subsidiaries, affiliates, advertising and promotion agencies, and each of their respective officers, directors, employees, and agents from and against any claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in any part, directly or indirectly, from acceptance, possession, use or misuse of the Grand Prize offered, or participation in this Contest.

(b) The decisions of Sponsor are final on all matters of fact, interpretation, eligibility, procedure, and fulfillment. Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished or made available in connection with the Contest.

(c) Although Sponsor attempts to ensure the integrity of the Contest, Sponsor is not responsible for the actions of entrants or other individuals in connection with the Contest, including entrants' or other individuals' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Contest. If, for any reason, the Contest is not capable of running as planned by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, strikes, industry conditions, bankruptcy or liquidation, marketplace demands, applicable law, unforeseen obstacles, or any other causes which, in the sole opinion of Sponsor, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Contest, Sponsor reserves the right in its sole and absolute discretion to modify these Official Rules and/or to cancel, terminate, modify, or suspend all or any part of the Contest, and/or to select a winner from among all eligible entries received up to the time of such cancellation, termination, modification, or suspension, as applicable. All

taxes (including without limitation federal, state and local taxes) in connection with the prize, and the reporting consequence thereof, are the sole responsibility of the Winner.

(d) By entering this Contest, unless prohibited by law, the potential Winner consents to use of his/her respective name, voice, photograph and/or likeness for advertising or publicity purposes for this and similar promotions without compensation and such person may be required to provide a signed release acknowledging such consent. Moreover, by entering this Contest, unless prohibited by law, the potential Winner agrees to grant to Sponsor, and its respective licensees, affiliates, and assigns, the right to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including without limitation the World Wide Web, at any time or times, the Winner's respective name, likeness (actual or simulated), voice (actual or simulated), and biographical information as news or information and for advertising and promotional purposes without additional consideration; and further, without such additional compensation, appear for, or provide biographical information for use in, any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews, as may be determined from time to time by Sponsor in its sole discretion.

(e) If any provision of these Official Rules is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions. Headings and captions are used in these Official Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.

9. Winners List: To request confirmation of the name and address of the Grand Prize Winner, please send a self-addressed, stamped business size envelope, after May 20, 2023 to: Montucky Cold Snacks Co, PO Box 1851 Bozeman, MT 59771. Requests for the Winners List must be received by June 20, 2023. Washington and Vermont residents may omit return postage.

10. Rule Requests: To receive a copy of these Official Rules, send a self-addressed, stamped envelope to: Montucky Cold Snacks Co, PO Box 1851, Bozeman, MT 59771. Requests for the Official Rules must be received by June 20, 2023. Washington and Vermont residents may omit return postage.

11. Sponsor: Montucky Cold Snacks Co, PO Box 1851, Bozeman, MT 59771.
Montucky Cold Snacks

12. Contest Administrator: Sponsor is responsible for overseeing the awarding of the Grand Prize and whose decisions will be considered final in all matters related to this promotion, is administering this Contest. Any questions, comments, or complaints regarding the Contest should be directed to Sponsor