

MONTUCKY COLD SNACKS

“SNACK STAMPEDE” SWEEPSTAKES 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 “Snack Stampede” Sweepstakes** ("Sweepstakes") begins at 12:00 am Mountain Time ("MT") on September 1, 2023 and ends at 11:59 pm MT on December 31, 2023 ("Sweepstakes Period"). The Sweepstakes is sponsored by Montucky Cold Snacks Co, PO Box 1851, Bozeman, MT 59771 (the "Sponsor"), who is solely responsible for all aspects of this Sweepstakes. Sponsor's computer is the official time-keeping device for the Sweepstakes.

2. Eligibility: The Sweepstakes is open to all legal residents of CA, OR, WA, HI, AK, MT, WY, CO, KS, MO, ID, TX, AZ, NM, NV, UT, PA, NJ, NY, DE, IL, MN, WI, GA, TN, AR, LA, AL, MI, OH, KY, IA, NC, VT, RI and MA. 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 “Sweepstakes 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 Sweepstakes. 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: The Sweepstakes begins on September 1, 2023 at 12:00am Mountain Time (“MT”) and ends December 31, 2023 at 11:59pm MT (“Sweepstakes Period”), and is designed to give eligible entrants the opportunity to win Prizes in accordance with these Official Rules. There are (2) ways to enter:

a) Golden Ticket: Qualifying Participants may enter the Sweepstakes during the Sweepstakes Period by purchasing a 12-pack case of Montucky Cold Snacks from participating Montucky Cold Snacks retailers. One case per Region (defined below) will contain a golden ticket. Contest Sponsor is not responsible for damaged, late, lost, or incomplete tickets.

b) Online Entry: Qualified participants may also enter the Sweepstakes during the Sweepstakes Period by submitting a photo to Sponsor on Instagram or via email with a sign that states “I want to be the Montucky Stampede Winner.” For Instagram entry post a photo with a sign that states “I want to be the Montucky Stampede Winner,” and the posted photo with the hashtag #montuckystampede. For email entry send photo with a

sign that states “I want to be the Montucky Stampede Winner,” to stampede@montuckycoldsnacks.com. Limit of one (1) entry per qualified participant OR Limit one (1) entry per person/account per day during the Sweepstakes period. 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.

Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected entries, all of which are void. It is solely the responsibility of the participant to notify Sponsor in writing if he/she changes his or her mobile phone number or contact information during the Sweepstakes Period. Proof of submitting an entry does not constitute proof of delivery or entry. All entries become the property of Sponsor and will not be returned to participants. Use of multiple phone numbers, email addresses and/or mailing addresses, and/or the manipulation of such information, for the purpose of obtaining more than the stated number of entries, is prohibited and such persons will be disqualified, and all entries deemed invalid and any prize won shall be forfeited. Sponsor’s computer is the official Sweepstakes clock. **Message and data rates may apply for entries submitted via mobile devices.**

4. Prizes and Approximate Retail Value (“ARV”): Nine (9) Grand Prize Winners will receive a Montucky Stampede belt buckle made by Montana Silversmiths (\$350 retail value), a Montucky Stampede pearl snap western shirt (\$65 retail value), Montucky Stamped Hat (ARV: \$25) and two (2) 12-packs of Montucky Cold Snacks 12oz cans (a stampede of beer). Winner must purchase the beer at a licensed retailer and submit receipt to Sponsor for reimbursement (\$50 retail value) (ARV: \$490). The Grand Prizes cannot be redeemed for cash. Sponsor reserves the right to verify all information submitted by the potential Grand Prize Winners. No transfer, refund or substitution of the Grand Prize is permitted, 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 Sweepstakes Period. Grand Prize winners shall forfeit the Grand Prize if the Grand Prize is not redeemed by 10 business days following the Sweepstakes drawing date.

The Grand Prize winners and entrants also agree to release, discharge, indemnify, and hold harmless the Sweepstakes 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 Sweepstakes.

5. Selection and Notification: RANDOM DRAWING(S): One golden ticket will be included in one (1) 12-pack case of 12oz cans of Montucky Cold Snacks per Region. The “Regions” are: (i) WA, OR, CA, AK, HI (West Coast); (ii) NV, UT, AZ (Inter-Mountain), (iii) MT WY, CO, ID (Mountain); (iv) NM, TX, AR, LA, AL (South); (v) WI, MI, OH, KY (Mid-West); (vi) KS, MO, IA, IL, MN (Plains); (vii) GA, NC, TN (Southeast); (viii) VT, NY, PA, NJ, DE, CT (Northeast). Additionally, one winner will be chosen at random from Online / Digital Platform entries. Recipients of a golden ticket must notify Sponsor by November 31, 2023, 11:59PM EST of its receipt of a golden ticket. Within seventy-two (72) hours after the end of the Sweepstakes Period, one (1) Grand Prize will be selected in a random drawing from among all eligible entries received via the Online / Digital Platform Entry option during the Sweepstakes Period. The Drawing 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, proof of age and state of residency) to Sponsor. In the event that any potential Grand Prize Winner cannot be contacted for any reason, or the Grand Prize is returned as undeliverable, such person forfeits the Grand Prize without compensation. Sponsor is not responsible for any winner limitations that prevent acceptance or use of the Grand Prize. The potential Grand Prize Winners will be required to sign and return an Affidavit of Eligibility, Release of Liability, and Publicity Release within two (3) 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 (3) business days of receipt will result in the potential Grand Prize Winner’s disqualification and, in such case, an alternate Grand Prize Winner will be selected from among the remaining eligible entries received during the Sweepstakes Period. The Sponsor is not responsible for and shall not be liable for late, lost, or misdirected or unsuccessful efforts to notify a Online / Digital Platform Winner. Only two (2) alternate Online / Digital Platform entrants will be contacted.

6. Prize Conditions: All Prize winners 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 are 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.

7. Terms & Conditions:

(a) The Official Rules are posted at <https://montuckycoldsnacks.com/stampede/> throughout the Sweepstakes Period. This Sweepstakes 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 Sweepstakes or these Official Rules. The Grand Prize Winners 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 Sweepstakes.

(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 Sweepstakes.

(c) Although Sponsor attempts to ensure the integrity of the Sweepstakes, Sponsor is not responsible for the actions of entrants or other individuals in connection with the Sweepstakes, 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 Sweepstakes. If, for any reason, the Sweepstakes 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 Sweepstakes, 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 Sweepstakes, 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 Grand Prize, and the reporting consequence thereof, are the sole responsibility of the Grand Prize Winner.

(d) By entering this Sweepstakes, unless prohibited by law, the potential Grand Prize Winner consents to use of their 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 Sweepstakes, unless prohibited by law, the potential Grand Prize 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 Grand Prize 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.

8. 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 November 30 2023 to: Montucky Cold Snacks Co, PO Box 1851, Bozeman, MT 59771. Requests for the Winners List must be received by February 28, 2024. Washington and Vermont residents may omit return postage.

9. 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 February 28, 2024. Washington and Vermont residents may omit return postage.

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

11. Sweepstakes 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 and administering this Sweepstakes. Any questions, comments, or complaints regarding the Sweepstakes should be directed to Sponsor.